

## TERMS AND CONDITIONS

**Last Update: Feb 19**

These Terms and Conditions, the enrolment application form and privacy policy (collectively referred to as the "Agreement") constitute a legally binding Agreement between You either the Parent(s) or Legal Guardian(s) of the Participant ("You", or "Your") and Veteran Mentors a company ("Veteran Mentors", "Company", "We", "Us" or "Our") operating under the Laws of Queensland, Australia.

This Agreement and all provisions herein govern the terms of enrolment and participation in the nine-day Veteran Mentor Program offered by the Company. By submitting the completed enrolment form attached with this Agreement, You represent and warrant that You have read and agree to be bound by this Agreement.

Please read all the provisions of this Agreement carefully. If You do not wish to be bound by any provision of this Agreement, please do not submit the completed enrolment form.

### **Key Terms:**

"Participant" - refers to all children between the ages of twelve and seventeen years of age who are enrolled in the Veteran Mentor Junior Leader Program and all adults eighteen years and over who are enrolled into the Veteran Mentor Military Empowerment Program.

"Program" - refers to the nine (9) day Veteran Mentor Program designed to help participants develop courage, initiative, respect, teamwork and integrity.

"Commencement date" - refers to the first day of the Program as defined above.

"Completion date" - refers to the last day of the Program when participants are handed back over to their nominated Parent(s) or Legal Guardian(s)

### **Eligibility:**

The Veteran Mentor Junior Leader Program is designed for children between the ages of nine (9) and seventeen (17) years. The Veteran Mentor Military Empowerment program is designed for adults aged 18+.

If the participant has been diagnosed with a psychological, psychiatric or other mental health issue, they must seek clearance from a General Practitioner and provide Veteran Mentors with the doctor's certificate clearing the participant for the program. The Veteran Mentor Program is

not suitable for people who have drug or alcohol addiction, have been in juvenile detention or adult corrections or who have a known history of violent behaviour (outside the immediate family).

It is imperative that you disclose any and all medical/health issues and conditions about the participant at the time of enrolment. Your failure to disclose any known medical/health issues or conditions will constitute a material breach of this Agreement and the Company will have the right to terminate this Agreement immediately without incurring any liability.

The Veteran Mentor Program is conducted in various locations around Australia, however participants from around the world can apply to join the Program.

BY AGREEING TO THESE TERMS AND CONDITIONS YOU REPRESENT AND WARRANT TO THE COMPANY THAT YOU HAVE THE RIGHT, CAPACITY AND AUTHORITY TO ENTER INTO LEGALLY BINDING AGREEMENT AS A PARTICIPANT OR ON BEHALF OF THE PARTICIPANT WHO IS A MINOR.

### **Parent(s) / Legal Guardian(s) Obligations**

As the Participant / Parent(s) / Legal Guardian(s) it is solely your responsibility to ensure that:

- The Program fees are paid to the Company before the close of deadline;
- To pay for any damage to any property caused by the Participant either intentionally or as a result of negligence during the course of the Program;
- The participant arrives at the Gold Coast Airport on the first day of the Program at the time specified in the Program brochure or to the Camp facilities;
- Any required medication sent with the Participant is in a Webster-Pak, they are to have clear instructions on dosage, delivery and frequency along with a medical certificate and any other requirements stated on the enrolment form;
- The participant is picked up by the nominated Parent(s) or Legal Guardian(s) on the last day of the Program.
- You explain and discuss the content of the Program brochure with the Participant before the start of the Program.
- The participant does not bring any valuables such as jewellery or cash on the Program to prevent incurring any potential loss or damage.

### **Participant's Obligations**

As a Participant in the Veteran Mentor Program all your personal belongings are your own responsibility. We provide safe environment for the entire duration of your stay but cannot be

held responsible for any loss or damage to your property unless it is caused by the negligence of our staff.

### **Payment and Delivery**

There is a non-refundable deposit of \$1000 taken at the time of deposit. A participant's place will not be deemed confirmed on the Program until the receipt of this non-refundable deposit amount. You further agree to pay the remaining balance of the Program fees at least seven (7) days prior to the Program commencement date. Any breach of this provision will give the Company the right to terminate this Agreement immediately without any obligation.

Upon receipt of the deposit, Veteran Mentors will send VIA email a joining instruction for the program that was selected at time of purchase. The joining instruction will detail the commencement and completion date of the specified Program, travel information, Program organisation, Program information and emergency contact details, code of conduct, family preparation tools and child custody arrangements.

### **Cancellation, Refund and Return Policy**

Please note that any cancellations made twenty-one days prior to the Program commencement date will qualify for a full refund less the \$1000 non-refundable deposit.

Any cancellations made fourteen (14) days prior to the Program commencement date will incur a cancellation fee equal to 50% of the Program fee paid plus the \$1000 non-refundable deposit.

All cancellations made seven (7) days prior to the Program commencement date will incur a cancellation fee equal to 75% of the Program fee plus the \$1000 deposit.

**PLEASE TAKE NOTE** - Any no-shows or cancellations made less than seven (7) days from the Program commencement date will result in forfeiture of the full Program fees paid by You. We do not offer any pro-rata refunds for Participants who drop out of the Program before completion date or those who refuse to participate in any activities offered by the Program.

All cancellations must be in writing and agreed upon by authorised Company representative. To request cancellation and refund please contact us via email at: [info@veteranmentors.com.au](mailto:info@veteranmentors.com.au) with the word "Cancellation" in the subject line or contact Our customer care at: 0418869061

You take full responsibility for the payment of any taxes and transaction fees that may be incurred in the processing of Your fees.

In the unlikely event that We are unable to host the Veteran Mentor Program for any reason, We will offer You a full refund including the administrative fee of \$1000 paid by You.

Subject to our cancellation fees outlined above, if a Participant is unable to attend a Program for any reason, we will gladly reallocate the Program fees paid by you to the next available Program offered by the Company.

Please note that all refunds shall be made via the original payment mechanism and to the person who made the original payment. The processing of refund payment may take time for reasons beyond Our control.

We are unable to offer any guarantees of any nature for the timeliness of refunds reaching Your account. You agree to bear all costs associated with the refund process imposed by the payment processor. We may at any time, and without prior notice to You, modify the mechanism of processing refunds.

We may Cancel a Participant's reservation at any time after the occurrence of either:

1. the Company not being able to host the Program for any reason whatsoever; or
2. the Parent(s)/Legal Guardian(s) being in breach of any term of this Agreement.

### **Withdrawal from the Program**

If during the program the Participant is deemed to be non-compliant or a major distraction from the learning of other Participants, the Participant will be removed from the Program. The participant will return the company's uniforms and equipment and have their personal belongings handed back to them at which point they are no longer a part of the Program.

If the participant is under eighteen years of age the parent/guardian will need to make appropriate steps to organise transport for the participant from the Program immediately. If the participant is over eighteen years of age, then the participant will need to make appropriate steps to organise their own transport from the program.

If during the program the participant is deemed to be a physical threat to themselves or other participants, the Company will take appropriate steps to ensure the safety of the participant and the group by either sending the participant home or to an appropriate medical facility. If the participant is deemed unfit to continue the Program, the company will hand over all personal belongings to the participant and the participant will return all the company's equipment and uniforms.

### **Illegal drugs, Alcohol and Weapons**

Any participant found to have any illegal drugs, alcohol or weapons during the program will be removed from the program immediately at the participant's expense, the company reserves the right to contact the state police. It is the responsibility of the participant or the participants parents/guardians to organise and transport from the facility. No refunds or reimbursements will be given.

## **Withdrawal from the Program – Fees**

If the participant is withdrawn from the program being deemed non-complaint, a major distraction or a physical threat to any other participant, no refunds or reimbursement of fees will be given.

If the participant is withdrawn from the program from a medical issue, the company will reimburse the cost of any out sourced activities not already undertaken by the participant at the company's discretion.

If the participant leaves the facility without permission from the company and is deemed unfit to return to the program, the company will reimburse the cost of any out sourced activities not already undertaken by the participant at the company's discretion on the basis that all the companies equipment and uniforms are returned. If the company's equipment and uniforms are not returned, no refund/reimbursement will be given.

## **Privacy**

### **Information Collection and Use**

In order for Us to deliver the Program to participants, We require You to provide us with certain personally identifiable information about You and / or the participant. This information includes participant's medical conditions, participant's personal history and background and Your billing details and contact details ("personal information"). We will only use this information to contact you, assess the eligibility of the participant, suitability of the Program for the participant, to offer the right care and direction to the participant during the course of the Program.

We will never disclose or share any medical information, personal history / background and financial information with any third parties except as expressly stated in this Agreement. Our chosen merchant provider, Commonwealth Bank Australia (CBA) will still manage all customers' card data meaning no credit card data will enter our web server or environment. We take all commercially viable steps to protect the financial and medical information you share with us.

### **Changes to This Privacy Policy**

We may modify and update this Privacy Policy at any time at Our sole discretion. In the event We modify this Privacy Policy, We will inform You by changing the last updated date on the top of this Agreement. Please take note that any changes will be effective when posted on our website.

### **Photo and Video Release**

I, the participant / I/We, Parent(s) / Legal guardian(s) of the participant(s) hereby grant the Company, its successors and assigns the unlimited right to use and/or reproduce photographs, videos or voice of the participant in any manner, for any commercial, promotional or informational activities of Veteran Mentors.

I also agree to allow the participant's work or photograph or video to be published on [www.veteranmentors.com.au](http://www.veteranmentors.com.au) and on Veteran Mentors social media pages. By agreeing to this term of the Agreement, I waive any and all, present and future compensation rights to the use of the materials referred in this clause. You may request us to remove a specific picture or video of the Participant from Our Website or Social Media by contacting us at:

[info@veteranmentors.com.au](mailto:info@veteranmentors.com.au)

### **Feedback**

We welcome Your feedback and suggestions about how to improve our Programs. Feel free to submit feedback to [info@veteranmentors.com.au](mailto:info@veteranmentors.com.au). By submitting feedback, You agree to grant Us the right, at Our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, without any restriction or compensation to You.

### **Indemnity**

To the fullest extent permitted by law, You agree to release, defend, indemnify, and hold the Company and its founder, affiliates, subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the Participation in the Program offered by us, the violation of this Agreement by You or the participant; the infringement by you or any third party of any right, of any person or entity.

### **Disclaimer**

THE INFORMATION AND PHYSICAL ROUTINE INCLUDING ANY ADVICE, EXERCISE AND RECOMMENDATIONS THAT ARE PART OF OUR PROGRAM ARE NOT INTENDED TO TREAT ANY PHYSICAL OR MENTAL ILLNESS OR TO REPLACE PSYCHOLOGICAL, PSYCHIATRIC OR MEDICAL TREATMENT FROM A LICENSED PSYCHOLOGIST, COUNSELLOR OR MEDICAL PRACTITIONER.

WE TAKE ALL REASONABLE CARE TO ENSURE THE SAFETY OF OUR PROGRAM FOR ALL PARTICIPANTS BUT WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY AS A RESULT OF THE PARTICIPATION INTO THIS PROGRAM OR ANY ACTION OR INACTION OF THE PARTICIPANT BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL OF OUR PROGRAMS.

### **Governing Law**

This Agreement is governed by the Laws of the State of Queensland, Australia. Any legal action arising out of this Agreement shall be brought in appropriate court of law located in Gold Coast, Queensland, Australia.

### **Severability**

If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

### **Entire Agreement**

This Agreement constitutes the entire understanding between You and the Company.

### **Force Majeure**

The Company is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.