

# Getting to the point® Terms and conditions

## 1 Our agreement

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- Understanding the Agreement**
- 1.1 The Agreement is made up of:
- these Terms and conditions, which detail our agreement
  - the attached Letter of engagement (LoE), which lists the agreed services.
- 1.2 The Agreement replaces any other agreement for the agreed Getting to the point® services (the Service/s).
- 1.3 If you supply a purchase order with extra terms and conditions, those terms and conditions do not apply to the Agreement.
- 1.4 The relevant laws in New South Wales govern this Agreement.
- Starting and varying the Agreement**
- 1.5 The Agreement and the Service delivery dates are valid for 5 working days from the date we send it to you. If you do not sign and return the Agreement in that time, we can issue a new version.
- 1.6 When a party signs the Agreement, they agree that:
- the signatory has the capacity to accept the terms of this Agreement
  - any electronic signature represents their ordinary written signature.
- 1.7 The parties can agree in writing to add further services under this Agreement, based on the Proposal or a related written proposal.
- 1.8 The parties can agree in writing to vary the Agreement terms. The variation must be signed by both parties.
- Ending the Agreement**
- 1.9 This Agreement will end on the date that we deliver our final agreed Service without either party needing to give notice.
- 1.10 Ending this Agreement will not affect any accrued rights or remedies.
- 1.11 Either party can immediately end this Agreement in writing if the other party breaches it and does not remedy the breach within 14 days of being asked in writing to do so.
- 1.12 We will apply a cancellation fee (see section 2 of these Terms and conditions) if we end the Agreement because of your breach.

## 2 Cancellation and rescheduling

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- Postponing a Training event**
- 2.1 You can postpone and reschedule a Service once with no fee. This only applies when:
- you give us at least 31 working days' notice
  - the rescheduled date is mutually suitable
  - the rescheduled date is within the term of the Agreement.
- 2.2 We will invoice you for a postponed Service as set out in section 2 of these Terms and conditions. You will pay the invoice in line with our standard payment terms.
- 2.3 We might agree to reschedule postponed Services beyond the term of the Agreement. In this case, we will advise you of any changed fees or conditions when rescheduling.

- Cancelling a Training event**
- 2.4 If you postpone and reschedule a Service more than once, or without meeting the criteria in 2.1, we will charge a cancellation fee.
  - 2.5 We also apply a cancellation fee if you cancel a Service.
  - 2.6 The cancellation fee is:
    - 50% of the Service fee when you give us 31 or more working days' notice
    - 100% of the Service fee when you give us 30 or less working days' notice.
  - 2.7 If a Service is cancelled because of our failure or omission, we will not ask you to pay for it.

### 3 Invoicing and payment

- Invoicing the Service fees**
- 3.1 If you provide us with a purchase order number when you confirm a Service, we will include it on the invoice.
  - 3.2 We will supply an electronic funds transfer (EFT) invoice for payment.
  - 3.3 Our payment terms are 28 days.
  - 3.4 We will send invoices as scheduled below. Where practical, we will combine fees in a single invoice.

Service type	Invoice schedule
Services delivered in full within 31 days of Agreement execution	<ul style="list-style-type: none"> <li>• an invoice for the full Service fee, issued on execution and 50% non-refundable</li> </ul>
Services with no volume discount, delivered in full 31 or more days after Agreement execution	<ul style="list-style-type: none"> <li>• an invoice for 50% of the full Service fee, issued on execution and non-refundable</li> <li>• an invoice for the remaining amount owing on each Service, issued after each Service delivery</li> </ul>
Services with a volume discount, delivered in full 31 or more days after Agreement execution	<ul style="list-style-type: none"> <li>• an invoice for a 30% deposit payment of the full Service fee, issued on execution and non-refundable</li> <li>• an invoice for the remaining amount owing on each Service, issued after each Service delivery</li> </ul>

- Invoicing any extra fees**
- 3.5 You can choose to pay by credit card. We apply a 3% merchant transaction fee to credit card payments, but this fee may change over time.
  - 3.6 We will separately invoice you for any fee owing if volume discounts no longer apply because you do not meet the fee discount threshold.
  - 3.7 We will also separately invoice you if you ask us for any of the extra services or changes below:
    - hard copy manuals for virtual training (see section 6.5 of the LoE)
    - service administration tasks (see section 6.6 of the LoE)
    - cancellation (see section 2 of these Terms and conditions).
  - 3.8 You must use pre-paid credits within 12 months of the LoE being signed.

## 4 Intellectual property

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- Defining the materials**
- 4.1 Existing material means any material created:
- before the Agreement starts
  - by either party so that we can deliver the Services for you.
- 4.2 Nothing in the Agreement affects a party's rights in their Existing material.
- 4.3 You own the intellectual property rights (including copyright) in:
- your Existing material, data, branding and information (Client material) that we use to deliver the Services
  - our edit(s) of your Project material that we do as part of our agreed Services scope.
- 4.4 We own the intellectual property rights (including copyright) in our Existing material, and other materials and tools in any format that we use to deliver the Services (Foundation product). This includes our:
- training content, tools and presentation materials
  - formatting, design and presentation
  - materials on plain English practice
  - other plain English guidance materials such as that in our style and writing guides, template instructional text and content related to our evaluation, review and assessment services
  - Service summaries and other online information resources and digital resources, such as software, instructions, internet-based services, support services, and related materials.
- 4.5 Our online and digital resources are also subject to our website user terms, which are at [www.plainenglishfoundation.com/user-terms](http://www.plainenglishfoundation.com/user-terms).
- Licensing Foundation Product for your use**
- 4.6 We will grant you a non-exclusive, non-transferrable licence allowing you to use our supplied Foundation product:
- for the agreed scope and intention of the specified Services
  - only for your registered participants to use during the training and for their subsequent personal reference.
- 4.7 Our training tools and presentation materials are licensed for the use of your staff participants only. They must not be copied or distributed to other staff or independent consultants or contractors from a writing communication business supplier.
- 4.8 This licence does not allow you or your participants to use or repurpose the Foundation Product for commercial use and in a way that includes:
- communicating or publishing it to the public or a third party, including any external advisers or another organisation
  - amending or adapting it for other purposes
  - copying, recording, photographing or streaming it
  - posting it on a website or on social media
  - manufacturing or selling it, or hiring it out
  - using it to develop a product with the same primary function
  - otherwise exploiting it or performing an act that would infringe our intellectual property rights.
- 4.9 We do not license any use of our Plain English for Professionals presentation materials and all the above restrictions apply.

- Agreeing to our terms**
- 4.10 You accept our intellectual property rights and licence use requirements for your organisation and on behalf of your participants.
- 4.11 We can also require participants to separately agree to our requirements.
- 4.12 If we create extra materials for a participant with additional needs, the terms and conditions in this section apply. We may also require the participant to complete a separate confidentiality deed.
- Ongoing IP rights**
- 4.13 We will not infringe any third-party intellectual property rights.
- 4.14 The obligations in section 4 continue after our Services end.

## 5 Confidentiality and third-party disclosures

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- Maintaining confidentiality**
- 5.1 We will:
- treat all material that we receive from you in the strictest confidence
  - not name any authors or sources of your material
  - follow relevant standards and legal requirements, including your codes, policies and guidelines if you supply them to us
  - only use authorised employees and contractors to deliver the Services.
- 5.2 You agree to us storing and handling your Existing material, including participant writing samples, as part of our Service activity.
- 5.3 Unless you expressly request otherwise, we may include your business name and logo on our website and other marketing collateral.
- Limiting disclosures**
- 5.4 You will not disclose our intellectual property to a third party. This includes confidential business material we share with you, such as a proposal or letter of engagement.
- 5.5 We will not disclose information you supply for us to deliver the Services to a third party. This does not include information that:
- you allow in writing to be disclosed
  - is required to be disclosed by law
  - is or becomes public knowledge.
- 5.6 The obligations in section 5 continue after our Services end.

## 6 Legal requirements and liability

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- Meeting legal obligations**
- 6.1 We have no conflict of interest in delivering the Services but if one occurs, we will immediately tell you in writing.
- 6.2 We will maintain appropriate levels of public liability, workers compensation and professional indemnity insurance.
- 6.3 In performing their Agreement obligations, both parties will:
- comply with the Work Health and Safety Act 2011
  - comply with the Modern Slavery Act 2018
  - reasonably ensure there is no modern slavery or human trafficking in any supply chain or part of their business activity.

**Limiting warranties and liability**

- 6.4 The Competition and Consumer Act 2010 and other laws:
  - may imply certain conditions and warranties in this Agreement
  - confer certain rights and remedies on the parties that cannot be excluded or modified.
- 6.5 Nothing in this Agreement excludes or modifies these rights as above, if doing so voids any part of it or contravenes the Act or related laws.
- 6.6 Subject to the above clause, both parties exclude all conditions and warranties implied, whether by law, trade or custom, into this Agreement.
- 6.7 Our liability for negligence, or a breach of this Agreement's express or implied terms, is capped at the total fee for the Services. We are not liable to compensate you for more than this fee.