

Terms and Conditions

These Terms and Conditions (**Terms**) govern your use of the website – www.adaptsupport.com.au – (**Site**) and the services offered by Adapt Support and Mentoring Services Pty Ltd (ACN 642 125 497) (**We, Us, Our**), and form a binding contractual agreement between Us and you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to Us in writing at admin@adaptsupport.com.au before engaging Our services.

Subject to any subsequent agreements you may be required to enter with Us, these Terms constitute the entire agreement between you and Us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into these Terms.

1 ACCEPTANCE OF TERMS

- 1.1 We will provide you with a copy of these Terms and with a quote (**Service Agreement**) before you engage Our services, as described in this Agreement.
- 1.2 By paying any amount to Us in respect to the Services or otherwise instructing Us to proceed with the Services in writing, you acknowledge that you have read and understood the Terms and the Service Agreement and agree to be bound by them, and all Our other policies.
- 1.3 Should you request an increase in the level of services, after receiving the initial Service Agreement, We will provide you with an amended Service Agreement and you agree to be bound by the amended Service Agreement together with Our Terms, as at that date.

2 VARIATIONS TO TERMS

- 2.1 We reserve the right, in Our sole discretion, to vary, change or amend any part of these Terms.
- 2.2 In that event, We will provide notice of the variation by publishing the updated Terms on Our Site.
- 2.3 The updated Terms will be taken to have effect on the date of publication.
- 2.4 Your continued use of Our services, and the Site constitutes your acceptance of the updated Terms and is taken as your agreement to be bound by these updated Terms.
- 2.5 Should you object or disagree to the Terms, your only remedy is to contact Us at admin@adaptsupport.com.au and immediately discontinue your use of the services.

3 FEES

- 3.1 The fees for Our services (**Fees**) are as indicated in the Service Agreement provided to you.

- 3.2 All Fees for Our services are in Australian Dollars (AUD).
- 3.3 All Fees are inclusive of GST (if applicable) unless indicated otherwise, and exclude delivery charges and customs duty and other taxes, if applicable.
- 3.4 We reserve the right to modify, cancel and limit any Service Agreement or services at any time.

4 PAYMENTS

- 4.1 We will arrange for payment in the manner nominated by you in the Service Agreement.
- 4.2 All establishment fees paid are non-refundable after project commencement.
- 4.3 If you fail to pay Our fees when due, as indicated on the invoice, you acknowledge that We reserve the right to suspend or terminate the delivery of Our Services. We will not be liable for any loss suffered by you as a result of such suspension or termination.
- 4.4 We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
- 4.5 You must pay Us all fees and other amounts without set-off or claim under any circumstances, including if a dispute exists in relation to the Services provided.

5 GOODS AND SERVICES TAX

- 5.1 For the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("**GST Legislation**"), the parties confirm that:
 - (a) a supply of supports under a Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the *National Disability Insurance Scheme Act 2013* ("**NDIS Act**") in the Participant's NDIS plan currently in effect under section 37 of the NDIS Act ("**your NDIS Plan**");
 - (b) your NDIS Plan is expected to remain in effect during the period the supports are provided; and
 - (c) you will immediately notify us if there are any changes to your NDIS plan.
- 5.2 Most items are GST-exempt and GST should never be added to an NDIS price. For the items where GST is applicable, the Service Agreement price will already include it.

6 ADDITIONAL WORK

- 6.1 Any requested changes to Our Services, made after you have received and accepted the Service Agreement (**Additional Work**) may incur additional charges or fees and We will provide a further Service Agreement for Additional Work (**Service Agreement**).

- 6.2 You agree that the Fee for Additional Service Agreement shall be as stated in the Further Service Agreement and payable in accordance with clause 4.1.
- 6.3 All Additional Work must be submitted and approved by both parties in writing, signed and dated.
- 6.4 Any Additional Work must align to arrangements outlined in your NDIS Plan.
- 6.5 Any changes to support as outlined in your NDIS Plan can only be altered after a review with the NDIA.

7 GENERAL DISCLAIMER

- 7.1 We offer a number of services from time to time.
- 7.2 You acknowledge and agree that each service offering may have different terms, prices and fees, as displayed on Our Site or as contained in any Service Agreement into with you and Us for those services.
- 7.3 We provide the Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure the content provided and the Site is accurate, We make no representations and give no guarantees or warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of the content and the Website for any purpose.
- 7.4 It is your responsibility to independently verify the information made available on the Site.
- 7.5 Nothing on the Site or any of the content or Services is a promise or guarantee of results. Any information given (including case studies) is purely based on experience and is for illustrative purposes only. Information provided may not always be tailored specifically for your situation.
- 7.6 You acknowledge and agree that We, Our employees, affiliates and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Site or the Services offered.
- 7.7 Any testimonials and examples of Our Services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results.
- 7.8 We make no warranty, representation, or guarantee regarding the suitability of Our Services for any particular purpose, nor do We assume any liability whatsoever arising out of the application or use of any service. It is your responsibility to independently determine suitability of any service and to test and verify the same.
- 7.9 Any timelines or delivery dates are provided by Us on an estimated basis only. We make no guarantee that these timelines or delivery dates will be met as there may be interfering factors beyond Our control, and We are not responsible for any delay in the delivery of Our services.

- 7.10 You acknowledge and agree that any results to be attained by you is dependent upon you solely.
- 7.11 We provide support, guidance, and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.
- 7.12 You acknowledge and agree that We aim to teach skills and equip you with tools and templates for your own navigation, implementation, development, and use. Before acting on any recommendations and information you receive in connection with Our Services you acknowledge and agree to seek such other independent professional advice as required.
- 7.13 You acknowledge that some of Our services are delivered based on instructions and information provided by you, and you acknowledge and agree that We are not responsible if those instructions and/or information contain errors which are incorporated in the materials We deliver to you as part of Our services.
- 7.14 Our services are educational, and coaching based only and the extent of any results to be attained by you whether for your own personal or professional development is dependent upon you solely.
- 7.15 We rely on third parties to supply the Third-Party Content and We therefore do not warrant the quality or accuracy of the results.

8 REGISTERING YOUR DETAILS

- 8.1 You must provide accurate, complete and up-to-date information, as requested, and it is your responsibility to inform Us of any changes to your information.
- 8.2 We may at any time request a form of identification to verify your identity.
- 8.3 If you create an account, you acknowledge and agree that:
 - (a) You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
 - (b) You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
 - (c) You will immediately notify Us if your Password is lost or becomes known to any other person; and
 - (d) You are solely responsible for all access to and use of the online portal via your Password, whether such access or use is by you or any other person.
- 8.4 To the extent that you provide personal information, We will treat such information strictly in accordance with Our Privacy Policy.

- 8.5 You must ensure the security and confidentiality of your online portal account details, including any username and/or Password. You must notify Us immediately if you become aware of any unauthorised use of your registered details.

9 YOUR OBLIGATIONS

9.1 During the delivery of Our Services, you agree to:

- (a) acknowledge and agree to operate within our values, beliefs, goals, mission, vision and way of working;
- (b) work with us to develop an individual support plan and establish how you wish the supports to be delivered to meet your needs;
- (c) actively participate in planning and setting the schedule of supports;
- (d) be polite and respectful to our team members;
- (e) treat, safely use and securely store our property (including but not limited to vehicles and equipment). We maintain the right to pursue replacement/repair costs from you and/or your families if damage is caused by your action(s);
- (f) where you use your own vehicle, take complete accountability to:
 - (i) fuel the vehicle;
 - (ii) maintain the vehicle in a roadworthy condition;
 - (iii) insure (motor vehicle compulsory and comprehensive insurance) the vehicle and driver (if staff are required to drive); and
 - (iv) acknowledge that any damages are your responsibility. Copies of motor vehicle registration and insurance documents will be required for compliance with Work, Health and Safety legislation etc;
- (g) actively comply with Work, Health and Safety legislation and our associated policies and procedures, in managing risks associated with the physical and psychological health and safety of our staff, participants and the general public (e.g. passive smoking, maintaining a smoke-free enclosed environment, fatigue management);
- (h) tell us if you have any problems or concerns about the supports being provided;
- (i) tell us if you can't make it to an appointment;
- (j) give us approval to invoice/claim payment for services delivered as per the Service Agreement and provide us with accurate billing information, as and where required;
- (k) tell us straight away if you want to end the Agreement
- (l) let us know if your NDIS Plan changes or if you stop using the NDIS;

- (m) respond promptly to Our communications in relation to the Services;
 - (n) provide, within a reasonable amount of time, accurate, complete and current information or documentation reasonably required by Us to perform the Services;
and
 - (o) act in good faith.
- 9.2 When providing Our services, We may request that you provide Us with responses, feedback, completed questionnaires, copy content, images, and other information so We can best deliver Our services. You agree that you will provide any such information in a timely manner. Any delays in receiving this information may result in information not being provided by Us to you.
- 9.3 When using Our products and/or services, you may be given access to Facebook groups, other online or in person forums or events in which you may post comments, photos, messages or other material (Your Content). When posting Your Content, you agree that you will not post or otherwise publish through this Site or Our Community any of the following:
- (a) Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
 - (b) Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
 - (c) Information that includes personal or identifying information about another person without that person's consent.
 - (d) Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by Us.
 - (e) Any information or content that impersonates any person or entity.
 - (f) Any material, non-public information about companies without authorisation to do so.
 - (g) Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by Us).
- 9.4 By posting or otherwise publishing Your Content on Our Site or Our Community, you:
- (a) Grant Us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
 - (b) Warrant that you have the right to grant the above licences;

- (c) Warrant that Your Content does not breach these Terms; and
- (d) Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

9.5 We reserve the right (but have no obligation) to:

- (a) Review, modify, reformat, reject or remove Your Content that, in Our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
- (b) Monitor use of the Site, and store or disclose any information that We collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

10 CODE OF CONDUCT

10.1 Our Site is a respectful space for learning and is a pitch-free, solicitation-free and sales-free environment.

10.2 Whilst using this Site We ask that you not:

- (a) Contact anyone who has asked not to be contacted.
- (b) Collect personal data about other users for commercial or unlawful purposes.
- (c) Infringe other user's privacy rights.
- (d) Violate the intellectual property of others.
- (e) Post anything that contains software viruses, worms or any other harmful code.
- (f) Use manual or automated software, devices, script robots, other means or processes to access Our Site or any related data or information.

10.3 Please see Our Community Guidelines in the appendix to these Terms for more information.

11 CONFIDENTIALITY

11.1 Each party (Recipient) must keep secret and confidential and not disclose any Confidential Information (which is or has been disclosed to the recipient by the other party, its representatives or advisers), or these Terms, except:

- (a) where the information is in the public domain as at the date of these Terms (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);

- (b) if the Recipient is required to disclose the information by applicable law or the rules of any other document with statutory content requirements, provided that the Recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;
 - (c) where the disclosure is expressly permitted under these Terms and Conditions or is required to give effect to these Terms and Conditions;
 - (d) if disclosure is made to its personnel to the extent necessary to enable the Recipient to properly perform its obligations under these Terms and Conditions or to conduct their business generally, in which case the Recipient must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
 - (e) where the disclosure is required for use in legal proceedings regarding these Terms and Conditions; or
 - (f) if the party to whom the information relates has consented in writing before the disclosure.
- 11.2 Each Recipient must ensure that its personnel comply in all respects with the Recipient's obligations under this clause.
- 11.3 Definitions
- (a) **Confidential Information** of a party means all information (in any form):
 - (i) relating to or arising from the Services;
 - (ii) that concerns that party's business operations and which any reasonable person would consider to be of a confidential nature (such as trade secrets, methods, strategies, client lists, pricing, and other business processes); and
 - (iii) but does not include information that:
 - (iv) is or becomes independently developed or known by a party through no breach of these Terms by that party; or
 - (v) becomes publicly available, without breach of these Terms;
- 11.4 This clause survives termination or expiry of these Terms.

12 INTELLECTUAL PROPERTY AND MORAL RIGHTS

12.1 Intellectual Property Rights in Contract Materials and Existing Materials

We agree that:

- (a) you will own no rights in and to the Contract Materials, as defined below, including any Intellectual Property Rights which subsist in the Contract Materials, or which may

be obtained from the Contract Materials created from the date you engage Our Services; and

- (b) to the extent necessary to give effect to this clause, you will assign all of the Intellectual Property Rights in all Contract Materials to us.
- (c) We retain ownership over the Existing Materials, as defined below, and you acknowledge that you do not acquire any ownership rights by using the Existing Materials.

12.2 Moral Rights

- (a) To the extent permitted by applicable Law, We unconditionally and irrevocably:
 - (i) do not consent to the following acts or omissions in respect of all Contract Materials created by Us in the course of providing the Services:
 - (A) any use of the Contract Materials that does not identify Us as the author;
 - (B) falsely attributing the authorship of the Contract Materials or any content of the Contract materials to you;
 - (C) materially altering the style, format, colours, content or layout of the Contract Materials and dealing in any way with the altered Contract Materials;
 - (D) reproducing, communicating, adapting, publishing or exhibiting the Contract Materials, or
 - (E) adding any additional content or information to the Contract Materials; and
 - (ii) do not waive any of Our Moral Rights in the Contract Materials.

12.3 Definitions

Contract Materials means materials, including but not limited to, works, ideas, concepts, designs, websites, inventions, developments, improvements, systems, accounts created for you or other materials or information created, made or discovered by Us:

- (a) in the course of providing Our Services; and/or
- (b) as a result of using your resources (including the Confidential Information and Intellectual Property Rights).

Contract Materials do not include Our work methodologies, reports, sources, third party websites and the links contained therein, licensed software, programs, accounts belonging to Us or created

for other clients, stock photography licences, licences to third party service providers, which We may provide to you from time to time in relation to Our Services.

Existing Materials means materials, including, but not limited to, Our works, work methodology, reports, ideas, concepts, designs, inventions, developments, improvements, stock photography licences, licences to third party service providers, licensed software, accounts belonging to Us or created for other clients, systems, other materials, information, sources, programs, accounts, Service Agreements, created, made or discovered by Us prior to providing Our Services to you or outside the scope of Our Services that We use or supply in the course of the provision of Our Services.

Intellectual Property Rights means all present and future rights conferred by law in or in relation to copyright, trade marks, designs, circuit layouts, plant varieties, business and domain names, inventions and confidential information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, such as Moral Rights.

Moral Rights means:

- (a) rights of integrity of authorship or performership;
- (b) rights of attribution of authorship or performership;
- (c) rights not to have authorship or performership falsely attributed;
- (d) conferred by the Copyright Act 1968 (Cth); and
- (e) rights of a similar nature that exist, or may come to exist, anywhere in the world.

1.2 This clause survives termination or expiry of these Terms.

2 COPYRIGHT AND TRADE MARK NOTICES

2.1 All material on Our Site including (but not limited to) templates, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain Our prior written permission if you'd like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of Our copyright and other proprietary rights and is strictly prohibited.

- 2.2 You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
- 2.3 The trade marks, logos, and service marks displayed on Our Site to denote Our brand are either registered or unregistered trade marks of Us (Our Marks). Our Marks, whether registered or unregistered, may not be used in connection with any product or service that does not belong to Us, in any manner that is likely to cause confusion with customers, or in any manner that disparages Us.
- 2.4 Nothing contained on Our Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Our Marks without Our express written permission.
- 2.5 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that We will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.
- 2.6 This clause survives termination of these Terms.

3 CANCELLATION

- 3.1 If you need to cancel a support, you can notify us:
 - (a) within business hours (8:30 am-4:30 pm) via our rostering mobile at 0417 124 731, or via our landline at 07 5482 2071; or
 - (b) after hours on our landline at 07 5482 2071.
- 3.2 You will be charged 100% of the cost of a Service for short notice cancellations. A short notice cancellation is one where you:
 - (a) do not show up for a scheduled support within a reasonable time;
 - (b) are not present at an agreed place within a reasonable time when we are travelling to deliver the support; or
 - (c) give less than seven (7) days' notice for cancellation of a support.

4 RIGHT TO SUSPEND, TERMINATE AND REFUND

- 4.1 We reserve the right to suspend or terminate your use of the Site or Our services generally if you breach these terms, as determined by Us in Our sole discretion.
- 4.2 Either party may terminate your use of Our Services by providing to the other party a minimum of 14 days' written notice (**Notice Period**). In this case, you may:
 - (a) retain Our Services during the notice period; or
 - (b) not retain Our Services for some or all of the notice period, and make a payment in lieu of notice for the part of the notice period for which Our Services are not retained.

- 4.3 If you terminate Our services early (prior to your services being completed), you acknowledge and agree that the outstanding fees for those services are payable. We will issue an invoice for all work completed up to the end of the Notice Period.
- 4.4 In the event that either party breaches the Service Agreement, then either party may terminate the Service Agreement with no notice.
- (a) **“Breaching the Service Agreement”** means:
- (i) if either party fails to do what is required of them under the Service Agreement;
 - (ii) communication has broken down between the parties;
 - (iii) either party ignores workplace health and safety considerations;
 - (iv) either party fails to comply with our policies and procedures;
 - (v) either party fails to communicate and provide information pertaining to health, medication and/or changes to support needs;
 - (vi) you fail to provide payment for services we deliver.
- 4.5 Refunds are not provided for Our Services, other than in accordance with the Australian Consumer Law, as set out in Schedule 2 to the *Australian Competition and Consumer Act, 2010* (Cth) and the NDIS Act.
- 4.6 Any initial deposits paid to Us for the provision of services to you are non-refundable.
- 4.7 Final payments are non-refundable after the completion of Our services.
- 4.8 Any refund requests will be assessed on a case-by-case basis, in accordance with the costs associated with each service delivered by Us, or otherwise where We determine in Our sole discretion that genuine value has not been received or is not able to be received by you.

5 NON-EXCLUSIVITY

- 5.1 You acknowledge and agree that We may at all and any times provide Our services to other clients in the same or similar industry as you.
- 5.2 We do not provide Our services on an exclusive basis.
- 5.3 We will however endeavour to protect the confidential information you provide Us and in accordance with Our privacy policy.

6 DISCOUNTS, PROMOTIONS AND OFFERS

- 6.1 From time to time, We may offer the opportunity to purchase Our services at a discounted or promotional price, subject to these Terms.

- 6.2 Any discounts, promotions and offers will be confined to the time period and additional terms of sale in accordance with the details of that respective discount, promotion and/or offer as published online from time to time on Our Site.

7 LIABILITY IS LIMITED

- 7.1 We provide the Services on an "as-is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by Law. Subject to the other terms of this clause, We exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the services that are not expressly set out in these Terms to the maximum extent permitted by Law.
- 7.2 Without limiting the generality of clause 18.1, We expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of Our Services.
- 7.3 Subject to the other terms of this clause, Our maximum aggregate liability owed to you in for any loss or damage or injury arising out of or in connection with the supply of Our Services under these Terms, including any breach by Us of these Terms however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual charges paid by you under these Terms in the one month period preceding the matter or the event giving rise to the claim.
- 7.4 The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by law, including but not limited to, those rights under the Australian Consumer Law.
- 7.5 If We are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law that cannot be excluded, Our total liability to you for that failure is limited to, at Our option, to the resupply of the Services or the payment of the cost of resupply.
- 7.6 Subject to the other terms of this clause, We exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or reputation or loss of use or corruption of data or information.
- 7.7 This clause applies to the fullest extent permitted by Law and shall survive termination of these Terms.

8 YOUR INDEMNITY

- 8.1 You agree to indemnify Us and Our officers, agents, partners, directors, shareholders and employees and subcontractors, against any direct losses, liabilities, costs, charges or expenses and all interest, penalties, and legal costs (calculated on a full indemnity basis)

and all other reasonable professional costs and expenses suffered or incurred by Us arising out of or in connection with:

- (a) your use of our services;
- (b) any claim made against Us or you by a third party arising out of or in connection with the provision of Our services and/or these Terms;
- (c) any breach of these Terms by you, including any failure to pay any fees on time;
- (d) any reliance by you or a third party on Our services or any advice or information provided in connection with the provision of Our services and/or these Terms; and
- (e) the enforcement of these Terms.

8.2 You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by Law.

8.3 We are not responsible, and expressly limit Our liability to the extent permitted by law, which is without limitation to your rights under the *Australian Consumer Law*, for damages of any kind arising out of use, reference to, or reliance or use on any information contained within Our Site or by engaging Our service.

8.4 This clause survives the termination of this agreement.

9 NO DISPARAGEMENT

9.1 At all times, you must not make any public or private statement or comment, whether oral or in writing by any method, which in Our reasonable opinion is adverse to the interest, reputation or commercial standing of Our business or is in any respect a disparaging remark or representation about Us and/or any of Our services.

9.2 Should you breach this clause, you hereby indemnify Us in accordance with clause 19 above.

10 FORCE MAJEURE

10.1 We will not be in breach of these Terms or liable to you for any Loss incurred by you as a direct result of Our failing or being prevented, hindered or delayed in the performance of Our obligations under these Terms where such prevention, hindrance or delay results from a Force Majeure Event.

10.2 If a Force Majeure Event occurs, We will notify you (Non-affected Party) in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.

10.3 On providing the notice in the above clause, We will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered or prevented, however, We will continue to use all reasonable endeavours to perform those obligations.

- 10.4 The performance of the affected obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.
- 10.5 References to a Force Majeure Event in this clause means: events, circumstances or causes beyond a party's reasonable control including (but not limited to):
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, cyber-attack, service attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
 - (d) epidemic, pandemic, health emergencies, disease;
 - (e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (f) interruption or failure of utility services (including the inability to use public, private telecommunications networks, servers or third-party hosting platforms); and
 - (g) the acts, decrees, legislation, regulations or restrictions of any Government Agency;
- however, does not include a lack of funds.
- 10.6 References to Loss in this clause means: any loss, liability, cost, charge, expense, Tax, Duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).

11 LINKED WEBSITES, AFFILIATES OR SPONSORS

- 11.1 Any links to other websites on Our Site, which are not operated by Us are not controlled by Us and We accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the terms of use and service contained within each such site.
- 11.2 As affiliates of certain services We may also receive compensation for recommending, endorsing or promoting services as featured on Our Site or in the course of delivering Our services. Any affiliation or sponsorship is for remuneration purposes only and is not an expression of Our own recommendation, endorsement or promotion of those services which are not Our own.
- 11.3 We make no representation or warranty as to the recommendations, endorsements or promotions We make of certain services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit We receive from Our affiliated, endorsed or sponsored services is for the purposes of that affiliation, endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted services by Us which are not

Our own and caution you to make your own independent inquiry prior to any such use or purchase.

12 SEVERABILITY

- 12.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

13 NO ASSIGNMENT

- 13.1 You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with Us, without Our prior written consent.
- 13.2 We may assign or transfer Our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

14 SUB-CONTRACTING

- 14.1 We are free to sub-contract any of Our obligations under these Terms, but such sub-contracting will not release Us from Our liabilities under these Terms.

15 BINDING ON SUCCESSORS

- 15.1 These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

16 DISPUTE RESOLUTION

- 16.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause except as otherwise required under the NDIS Act.
- 16.2 Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.
- 16.3 In the case of claims against Us, all notices are to be provided to admin@adaptsupport.com.au.
- 16.4 If the dispute is not resolved by agreement within 5 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 5 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
- 16.5 Once a mediator is appointed, the parties agree that:
- (a) The costs of the mediator shall be borne equally between the disputing parties.
 - (b) The chosen mediator shall determine the procedures for mediation.

- (c) The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

- 16.6 If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
- 16.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
- 16.8 Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
- 16.9 This clause survives termination of these Terms.

17 APPLICABLE LAW

- 17.1 These Terms shall be construed in accordance with and governed by the laws of Queensland, Australia. You consent to the exclusive jurisdiction of the courts in Queensland to determine any matter or dispute which arises between Us.

18 YOUR FEEDBACK

- 18.1 We welcome enquiries or feedback on Our Site. Unless specifically stated by you, We shall treat any information you provide Us with, as non-proprietary and non-confidential. Please see Our Privacy Policy for further details.
- 18.2 If you have questions or comments regarding this Site or Our services, please email Us at admin@adaptsupport.com.au.

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