WELL ACADEMY AP AND AUS TERMS AND CONDITIONS

- **Disclaimer**
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- **Limitation**
  Except as set out herein, neither Well Academy nor any of its employees, subcontractors or representatives shall be liable for any loss, damage or expense of whatever type or kind sustained by any person due to any act, omission or error of any nature caused by Well Academy, its employees, subcontractors, or representatives, or due to any inaccuracy of any nature, even if held to amount to a breach of warranty.

- **Force Majeure**
  Neither Party shall be responsible for any failure or delay in performance of its obligations under this Agreement due to any Force Majeure event or any other cause beyond its reasonable control if Force Majeure cannot be relied on in case of failure or delay in the performance of a payment obligation.

- **Marketing**
  Well Academy may store the names of clients and students for the purpose of advising them of the availability of further courses in the future.

- **Health and Safety**
  The parties shall comply with all the applicable health and safety legislation and codes of practice.
• **CANCELLATION, POSTPONEMENT AND AMENDMENTS**
  Kindly note that all requests for cancellation, amendments and postponements to course dates or substitute candidates must be in writing.
  As from **11 April 2022** the following will apply: **Cancellations and postponements require written notification 3 business days prior to course commencement.** failure to do so will incur a $250.00 administration fee at the discretion of the Company.

  • **Cancellation Policy**
    Candidates may request a transfer to another course or centre at no additional cost notice of transfer is required if notice is provided no less than 7 days prior to course commencement. The course cannot be transferred past 12 months after the original booked date. Notice of any cancellation, transfer or substitution must be made in writing to admin.au@wellacademy.com. Well Academy reserves the right to charge an additional fee if the student is required to attend an examination re-sit. Should a student fail to arrive for a course, it will be considered a cancellation and full payment will be due. In the unlikely event that Well Academy must cancel a course, for any reason, notice will be given to the client and the course will be rescheduled at a mutually agreed date.

  • **IADC Courses**
    Once IADC courses are booked and confirmed, cancellations will **always** incur a cancellation fee of $250.00. Amendments to these courses are allowed for one change of date only, thereafter an admin fee of $250 will be charged at the discretion of Well Academy Pty Ltd.

• **PAYMENT TERMS – CLIENT ACCOUNTS**
  30-day maximum payment terms for client accounts. Interest is chargeable at 15% per annum on overdue invoices at the discretion of the Company. **As from 1st June 2022, certificates will only be released upon full payment received.**