

TERMS AND CONDITIONS



By accepting a quote or by payment of your invoice, you agree to these Terms and Conditions. Please note that these Terms and Conditions are subject to change at any time.

COVID-19 restrictions

The below terms and conditions on this page apply for booked services such as workshops, conferences, events, and coaching visits. However, in the event of a postponement being necessary due to COVID-19 health recommendations and social distancing requirements, no cancellation fee will be charged. In the case of your event being postponed the following options are available to you:

- 1) Postpone to a new date. If flights or accommodation has been booked, these will be transferred to new dates. You may be required to pay an airline transfer fee or an accommodation cancellation fee if incurred - however, currently these are also frequently being waived by venues and airlines.
- 2) Receive a credit note. You may choose to transfer the services booked in your invoice to a credit note for use on other products and services such as books, kits, workbooks, and self paced or live online training. This credit note will be valid for 12 months.

Please note - it is your responsibility to notify Phoenix Support if any of your team are required to isolate or quarantine the day prior to your event. If there is a known outbreak in your area, causing travel restrictions, our team may be required to postpone.

Payment of Invoices

Preferred payment is Electronic Funds Transfer (EFT).

Direct Deposit to: PHOENIX SUPPORT FOR EDUCATORS PTY LTD

Bank: NAB

BSB: 084 961 A/C: 240238704

State your INV # as the description in your EFT transaction.

All payments and invoices are strictly non-refundable.

Returns and Refunds Policy

Phoenix Support for Educators Pty Ltd handles returns and processes refunds in accordance with the Australian Consumer Protection legislation. Please note that we do not offer refunds on any of our products or services due to changes of mind, so please choose carefully.

Product

If you are not entirely satisfied with your purchase, please notify us immediately as we value all customer feedback and enquiries.

Services

If the presenter / facilitator that is booked to deliver your service is unwell or cannot attend your booked in-service visit, we will contact you to offer either an alternative facilitator or negotiate another date.

In the event of a conference presentation, if the presenter is unable to attend due to unexpected circumstances, you will be contacted by email and phone as soon as possible. Following that, every effort will be made to find a suitable replacement. This replacement will then be offered to you. If you decline the replacement, a full refund will be provided.

Intellectual Property:

The Intellectual Property of Phoenix Support shall remain the property of Phoenix Support for Educators Pty Ltd and / or Phoenix Cups IP Holdings Pty Ltd indefinitely and shall be kept confidential indefinitely, unless with the prior written consent from Sandi Phoenix, managing director of Phoenix Support for Educators PTY LTD.

Process of engagement of services / confirmation of booking

A booking is confirmed upon acceptance of a quote and mutual agreement of the booked date. The booked date needs to be confirmed in writing by both parties. You will be sent a booking form with your invoice, in which you will be asked to confirm the date and return the form electronically. This booking form is essential to confirm booked date – please note, payment of invoice is not a booking confirmation if it is not followed by or preceded by a completed, sent and acknowledged booking form. If you have not been sent a confirmation email within 2 weeks prior to your booked date, it is your responsibility to confirm the date you are expecting your event to be on with Phoenix Support head office by phoning 1300 361 243 (no later than 1 week of your booked date).

Phoenix Support will proceed with work upon payment of the invoice and completed booking form unless otherwise arranged.

The client shall notify Phoenix Support in writing of any objections (if any) to these terms and conditions within ten (10) days of receipt of your invoice, otherwise the agreement shall be deemed proper and acceptable to you, the client.

In the case of any objections regarding any matter of services provided by Phoenix Support, notify the director in writing within five (5) working days otherwise the services shall be deemed proper and acceptable to you, the client.

Additional information for service invoices (in-service professional development, coaching & mentoring, etc)

For booked dates to be confirmed, unless otherwise arranged, the account is due for payment within thirty (30) days of invoice. All payments are non-refundable. However, we understand that there are unavoidable and unexpected circumstances that may impact on your booking. In the event of a booked service requiring a different date, please contact Phoenix Support as soon as possible.

Change of dates

Should you wish to change dates up to one (1) month prior to your Professional Development booking, an additional administration fee may be incurred. This fee is \$120 for booking postponed two (2) – four (4) weeks from booked date, and \$240 for booking postponed Zero (0) – two (2) weeks from booked date.

If your booking requires postponing, Phoenix Support do not guarantee another possible date with the facilitator of your choice, but may assign a different facilitator to deliver your service.

If it is not at all possible to postpone the booked date, Phoenix Support will provide a credit note valid until the end of the same financial year that may be used on products or services.

Additional information for service requiring travel

Initial quotes and Invoices may exclude travel expenses. To ensure you pay only the travel costs incurred, we invoice you after the event for travel cost reimbursement. Travel costs may include but are not limited to: Flights, accommodation, car hire and fuel.

In the event of travel not being possible on the same day of service delivery, an hourly travel fee may be charged. e.g. In the instance of PD for one (1) day but travel needs to be undertaken on a second (2nd) or third (3rd) day, instead of the same day, a travel fee of up to \$88 per hour may be incurred.

In the event of postponing a booked date when travel for service on that date has already been paid for by Phoenix Support, you will be required to pay any transfer or cancellation fees incurred by Phoenix Support from the airline, accommodation, or car hire company.

Additional information for product invoices (kits, resources, books, etc)

Please choose carefully as resources and products will not be refunded. In the event of a faulty or damaged product, please notify us via email within five (5) days of receiving the product and include photos where possible showing the damage so that we can assess and issue a replacement. To receive a replacement, please return your product in a padded PostPak via registered post to Phoenix Support PO BOX 2112 Wellington Point QLD 4160. Please enclose a self-addressed, return padded PostPak with pre-paid express or registered post via Australia Post.

Additional information for Event and Ticket (physical and online event) invoices

Tickets invoices are non-refundable but are transferable once paid. i.e. a ticket invoice under one person's name, once paid, can be transferred to another person's name.

Credit notes will be issued for paid ticket invoices if written notice is given of non-attendance at event at least four (4) weeks prior to event. The credit note will be valid for any event of equal value or less within the same financial year.

To provide written notice or request a transfer or credit (within terms and conditions outlined above), please email info@phoenix-support.com.au. Following written notice, contact the Phoenix Support head office immediately by calling 1300 361 243 to discuss further.

Delivery of Goods

Physical goods may be delivered by either Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Public Holidays may impact these times.

Phoenix support may conduct pre-orders for the sale of our physical resources. Shipment of the pre-ordered goods will commence once the products have been delivered to Phoenix Support.

Once your order is processed, you will receive tracking information via email. Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of Phoenix Support for Educators.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

International orders may take up to 8 weeks.

Import Duty

If you order products from our site that may be subject to restrictions, quarantine, import duties or taxes which are levied when the delivery reaches the specified destination, you will be responsible for payment of any such testing, quarantine or import fees, duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Resources by consignment

Sales Orders will be issued for stock to be sold by consignment. Vendor must retail between approved Sale price and RRP. Vendor is not permitted to sell online via e-commerce or any other online channel. Online sales must go through www.phoenix-support.com.au/shop. Consignment is for physical sales only. At the conclusion of each financial year (on 30th June), vendor is required to inform Phoenix Support via email of quantity of books remaining in stock and quantity sold. Vendor will then receive an invoice from Phoenix Support for the sold copies and re-issued with a new Sales Order for the copies remaining in stock.

Vendor is to ensure resources are in excellent condition when resources are received. If vendor does not contact Phoenix Support within 7 days for replacement stock, it is assumed that the books are in excellent condition upon delivery. Any reported damage to books after 7 days from receipt of goods will be considered damaged stock, and therefore invoiced and payable by vendor. Damaged or not returned stock will be invoiced. Should a book become damaged in stock, vendor to include in EOFY year report as sold stock to be invoiced.