

## WELLNESSIE

# SAS Mini Masters in Special Assistance Schooling

## Participant Terms & Conditions of Enrolment

Version 1.0 | Effective from 1 January 2026 | ABN: 47 233 109 568

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*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE COMPLETING YOUR ENROLMENT. BY SUBMITTING YOUR ENROLMENT FORM AND PAYMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT PROCEED WITH ENROLMENT.*

## 1. Parties and Agreement

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These Terms and Conditions (“Terms”) constitute a legally binding agreement between:

- WellNessie (ABN: 47 233 109 568), trading as WellNessie, of Vincentia, 2540, New South Wales, Australia (“WellNessie”, “we”, “us”, “our”); and
- The individual named on the enrolment form (“Participant”, “you”, “your”) or, where enrolment is made on behalf of a Participant by an employer or organisation (“Enrolling Organisation”), both the Enrolling Organisation and the Participant.

Where an Enrolling Organisation enrolls a Participant, the Enrolling Organisation accepts these Terms on behalf of itself and the Participant, and remains jointly and severally liable for payment obligations.

## 2. Program Description

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The SAS Mini Masters in Special Assistance Schooling (“the Program”) is a professional learning program designed for individuals working in or governing Special Assistance Schools (SAS) in Australia. The Program comprises:

- Four (4) terms of ten (10) weeks each, totalling forty (40) weeks of instruction
- One (1) live online session per week, delivering forty (40) sessions in total
- Sessions conducted via an online video conferencing platform nominated by WellNessie
- Access to session recordings, where made available at WellNessie’s sole discretion
- Any supporting materials, resources or readings provided by WellNessie

The Program curriculum, schedule, facilitators and delivery platform are subject to change at WellNessie’s reasonable discretion. WellNessie will provide reasonable notice of any material changes.

## 3. Enrolment and Eligibility

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### 3.1 Eligibility

The Program is designed for board members, school leaders, teachers, learning support staff and administration personnel working in or associated with Special Assistance Schools or the broader

alternative education sector. WellNessie reserves the right to decline or cancel any enrolment where, in its reasonable opinion, the Program is not appropriate for the applicant.

### **3.2 Enrolment Process**

Enrolment is confirmed upon WellNessie's receipt of:

- A completed enrolment form;
- Payment in full of the Program fee; and
- Acceptance of these Terms.

WellNessie will issue a written confirmation of enrolment via email. Enrolment is not confirmed until this confirmation is sent.

### **3.3 Enrolment Numbers**

WellNessie reserves the right to set minimum and maximum enrolment numbers for each Program cohort. WellNessie may cancel a cohort that does not meet minimum enrolment numbers. In such circumstances, Participants will receive a full refund of fees paid. WellNessie will not be liable for any other costs or losses arising from such cancellation.

## **4. Fees and Payment**

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### **4.1 Program Fee**

The Program fee is AUD \$2,000 per Participant ("Fee"), inclusive of GST where applicable. The Fee covers access to all forty (40) scheduled live sessions across the four-term Program, and any materials provided by WellNessie in connection with the Program.

### **4.2 Payment**

The Fee is payable in full at the time of enrolment unless a payment plan has been expressly agreed in writing by WellNessie prior to enrolment. WellNessie accepts payment by online payment or by invoice request. Payment must be made in Australian dollars.

### **4.3 GST**

All fees are inclusive of GST where applicable. WellNessie will provide a tax invoice upon receipt of payment.

### **4.4 Late Payment**

Where payment is not received by the due date, WellNessie reserves the right to suspend the Participant's access to the Program until payment is made in full, and/or to cancel the enrolment and pursue any unpaid amounts as a debt.

### **4.5 Fee Changes**

WellNessie reserves the right to amend fees for future cohorts. Fees are locked at the rate applicable at the time of enrolment confirmation and will not be varied during a Participant's enrolled cohort.

## 5. Refund and Cancellation Policy

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### 5.1 Cancellation by Participant

The following cancellation and refund schedule applies to all enrolments:

- Cancellation more than 28 days before the Program start date: full refund of fees paid, less an administration fee of AUD \$150.
- Cancellation between 14 and 28 days before the Program start date: 50% refund of fees paid.
- Cancellation less than 14 days before the Program start date: no refund.
- Cancellation after the Program has commenced: no refund of any fees paid for the current term or any future terms included in the Program fee.

All cancellation requests must be submitted in writing to [bookings@wellnessie.com.au](mailto:bookings@wellnessie.com.au). The date of cancellation is the date on which written notice is received by WellNessie.

### 5.2 Transfers

Subject to WellNessie's prior written approval, a Participant may transfer their enrolment to another individual within the same Enrolling Organisation at no charge, provided the transfer is requested more than 14 days before the Program commencement date. Transfers between organisations or after commencement are not permitted without WellNessie's express written consent.

### 5.3 Deferral

WellNessie may, at its sole discretion and in exceptional circumstances, permit a Participant to defer enrolment to a future cohort. Deferral requests must be made in writing and approved by WellNessie prior to the Program start date. Deferrals will be subject to availability and any fee difference applicable to the future cohort.

### 5.4 Cancellation by WellNessie

WellNessie reserves the right to cancel, postpone or reschedule the Program or any individual session at any time. In the event of a full Program cancellation by WellNessie (other than for reasons of Participant default or force majeure), WellNessie will offer Participants either a full refund of fees paid or a transfer to the next available cohort. WellNessie will not be liable for any consequential, indirect or other losses arising from cancellation, including but not limited to travel costs, accommodation or lost income.

### 5.5 Australian Consumer Law

Nothing in these Terms limits any rights you may have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), including any consumer guarantees that cannot be excluded by law.

## 6. Participant Obligations

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### 6.1 Conduct

Participants agree to:

- Engage with the Program respectfully and professionally at all times;

- Treat all facilitators, guest speakers and fellow Participants with courtesy and respect;
- Not engage in any conduct that disrupts sessions, intimidates others, or is discriminatory, offensive or abusive;
- Comply with any community agreements or codes of conduct established at the commencement of the Program.

Wellnessie reserves the right to remove a Participant from the Program without refund if, in Wellnessie's reasonable opinion, the Participant's conduct is unacceptable or harmful to the Program or other Participants.

## 6.2 Attendance

Participants are encouraged to attend all forty (40) scheduled sessions. Wellnessie does not guarantee that all session recordings will be made available. Non-attendance does not entitle a Participant to any refund or credit.

## 6.3 Technology Requirements

Participants are responsible for ensuring they have access to a reliable internet connection and a device capable of supporting the video conferencing platform used for Program delivery. Wellnessie is not responsible for any disruption to a Participant's access arising from technical issues on the Participant's side.

## 6.4 Confidentiality

The Program involves open discussion of professional challenges, case studies and personal experiences. Participants agree to maintain the confidentiality of information shared by other Participants and facilitators within the Program, and not to disclose identifiable information shared in sessions to persons outside the Program without the consent of the person who shared it.

# 7. Intellectual Property

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## 7.1 Wellnessie Materials

All content, curriculum, resources, recordings, presentations and materials provided by Wellnessie in connection with the Program ("WellNessie Materials") are and remain the intellectual property of the entity Wellnessie. Nothing in these Terms transfers any intellectual property rights to Participants.

## 7.2 Permitted Use

Participants are granted a limited, non-exclusive, non-transferable licence to use Wellnessie Materials solely for their own personal professional development during and after the Program. Participants must not:

- Share, distribute, republish or reproduce Wellnessie Materials with any third party without Wellnessie's prior written consent;
- Use Wellnessie Materials for commercial purposes;
- Remove or alter any copyright, trademark or attribution notices from Wellnessie Materials;
- Record sessions without Wellnessie's prior written consent.

## 7.3 Participant Contributions

Where Participants contribute materials, research or resources to the Program (including in the context of the small research project), Participants retain ownership of their own intellectual property. However, by contributing such materials to the Program, Participants grant WellNessie a non-exclusive, royalty-free licence to use, adapt and share those contributions for educational purposes within the Program and in WellNessie's future professional learning activities, with appropriate attribution.

## 8. Privacy

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WellNessie collects personal information from Participants for the purpose of administering enrolments, delivering the Program, and communicating with Participants about the Program and related WellNessie services. WellNessie handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. WellNessie's Privacy Policy is available at [www.wellnessie.com.au](https://www.wellnessie.com.au). By enrolling, Participants consent to WellNessie collecting and using their personal information as described in the Privacy Policy.

## 9. Limitation of Liability

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### 9.1 No Guarantee of Outcomes

WellNessie makes no representation or warranty that completion of the Program will result in any specific professional outcome, accreditation, qualification, career advancement or improvement to a Participant's school or organisation. The Program is a professional learning program and does not confer a formal qualification unless expressly stated.

### 9.2 Limitation

To the fullest extent permitted by law, WellNessie's total liability to any Participant arising from or in connection with the Program or these Terms (whether in contract, tort, negligence or otherwise) is limited to the total fees paid by that Participant for the Program.

### 9.3 Exclusion of Consequential Loss

To the fullest extent permitted by law, WellNessie excludes all liability for any indirect, incidental, special or consequential loss or damage arising from or in connection with the Program or these Terms, including but not limited to loss of income, loss of opportunity, reputational damage or loss of data.

### 9.4 Third-Party Platforms

WellNessie is not responsible for the availability, reliability or security of any third-party platforms used to deliver the Program, including video conferencing or learning management systems. Use of such platforms is subject to the terms and conditions of the relevant third party.

## 10. Force Majeure

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WellNessie will not be in breach of these Terms, and will not be liable to Participants, for any delay or failure to perform its obligations to the extent that such delay or failure is caused by circumstances beyond WellNessie's reasonable control, including but not limited to natural disasters, pandemic, government action, power outages, internet disruption or acts of God ("Force Majeure Event").

Wellnessie will notify Participants as soon as practicable of any Force Majeure Event and will use reasonable endeavours to reschedule any affected sessions.

## 11. Certificate of Completion

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Participants who attend a minimum of seventy per cent (70%) of scheduled Program sessions will receive a Wellnessie Certificate of Completion for the SAS Mini Masters in Special Assistance Schooling. This certificate is issued by Wellnessie and does not constitute a formal academic qualification, accreditation or registration with any regulatory body. Wellnessie makes no representation regarding the recognition of this certificate by any employer, registration authority or educational institution.

## 12. Dispute Resolution

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In the event of any dispute arising from these Terms or the Program, the parties agree to:

- First, attempt to resolve the dispute through good-faith negotiation within 14 days of one party notifying the other of the dispute in writing;
- If negotiation is unsuccessful, submit the dispute to mediation facilitated by a mediator agreed between the parties, or failing agreement, appointed by the Law Society of New South Wales;
- Only pursue formal legal proceedings if mediation is unsuccessful.

Nothing in this clause prevents either party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction.

## 13. Governing Law

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These Terms are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

## 14. General Provisions

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- **Entire Agreement:** These Terms, together with the enrolment form and any written confirmation from Wellnessie, constitute the entire agreement between the parties in relation to the Program and supersede all prior representations, negotiations and understandings.
- **Variation:** Wellnessie may update these Terms from time to time. Updated Terms will apply to enrolments made after the effective date of the update. Wellnessie will notify enrolled Participants of any material changes.
- **Severability:** If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be severed and the remaining Terms will continue in full force.
- **Waiver:** A failure or delay by Wellnessie to exercise any right under these Terms does not constitute a waiver of that right.
- **Assignment:** Participants may not assign or transfer their enrolment or any rights under these Terms without Wellnessie's prior written consent.

## 15. Contact and Notices

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All notices, requests and communications under these Terms must be in writing and sent to:

**WellNessie**

Email: [bookings@wellnessie.com.au](mailto:bookings@wellnessie.com.au)

Website: [www.wellnessie.com.au](https://www.wellnessie.com.au)

Notices sent by email are deemed received on the next business day after sending, provided no delivery failure notification is received.

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**By completing your enrolment and submitting payment, you confirm that you have read, understood and agree to these Terms and Conditions.**

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