



Queensland School of Dog Grooming - Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

ACL means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Agreement means these Terms and Conditions together with the Student's enrolment, booking confirmation, invoice, payment confirmation and any other document expressly incorporated by reference.

Business Day means a day other than a Saturday, Sunday or public holiday in Queensland.

Commencement Date means the first scheduled day of the Course as confirmed by the School.

Confidential Information means all information, whether written, verbal, electronic, visual or otherwise, relating to the School, its business operations, customers, suppliers, employees, contractors, pricing, financial information, operating procedures, training methods, Course Materials, intellectual property, business systems, software, marketing strategies, photographs, videos and any other information that would reasonably be regarded as confidential.

Course means the dog grooming course, workshop, seminar, one-on-one training session or other educational service purchased by the Student.

Course Fee means the total amount payable by the Student for the Course, including GST where applicable.

Course Materials means all manuals, notes, presentations, lesson plans, videos, demonstrations, worksheets, assessments, templates, photographs, recordings, business systems, educational resources and other materials supplied by or on behalf of the School.

Force Majeure Event means any event beyond the reasonable control of the School including, without limitation, flood, fire, storm, cyclone, earthquake, pandemic, epidemic, government restriction, industrial dispute, utility failure, telecommunications failure, supplier failure, civil disturbance or any other event which prevents or substantially interferes with the delivery of the Course.

GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property means all present and future intellectual property rights including copyright, trade marks, patents, registered and unregistered designs, confidential information, know-how, trade secrets, business systems and all other proprietary rights recognised under Australian law or any foreign jurisdiction.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).



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Practical Training means any hands-on grooming activity undertaken by the Student involving live dogs, grooming equipment, demonstrations or supervised practical exercises.

School means OscarBetty Pty Ltd (51 636 648 309) trading as Queensland School of Dog Grooming.

School Property means all property owned, leased or controlled by the School including grooming equipment, tools, furniture, fixtures, Course Materials, technology, uniforms, keys, security devices and any other item supplied for the purposes of training.

Student means the individual enrolling in or participating in a Course.

Trainer means any employee, contractor or authorised representative engaged by the School to deliver or assist in the delivery of a Course.

Website means the official Queensland School of Dog Grooming website together with any online booking platform, student portal or payment platform approved by the School.

Zip means Zip Pay, Zip Money, Zip Plus or any other payment product provided by ZipMoney Payments Pty Ltd or its related entities.

2. Interpretation

Unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words importing the singular include the plural and vice versa;
- (c) references to legislation include amendments, consolidations and replacement legislation;
- (d) a reference to a person includes an individual, corporation, trust, partnership, government authority or other legal entity;
- (e) the words *includes*, *including* and *such as* are not words of limitation;
- (f) references to writing include electronic communications unless otherwise stated;
- (g) where a period of time is calculated from a particular day, that day is excluded.

3. ABOUT THE SCHOOL

3.1. Business

Queensland School of Dog Grooming is operated by OscarBetty Pty Ltd trading as Queensland School of Dog Grooming from its premises at 12 Glentanna Street, Kedron QLD 4031.

The School delivers practical dog grooming education from its commercial grooming salon located within Grooming by Barkley Park.

3.2. Live Commercial Environment

The Student acknowledges that:

- (a) training occurs within a fully operational commercial grooming salon;



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- (b) customers, members of the public, employees, contractors and client-owned dogs may be present throughout training;
 - (c) practical learning forms an essential component of every Course;
 - (d) dogs participating in training belong to clients of the School unless otherwise advised.
- The Student acknowledges this environment differs from a traditional classroom and accepts that operational activities will continue during training.

3.3. Educational Purpose

Courses are designed to provide practical education in professional dog grooming.

Nothing in this Agreement guarantees:

- (a) employment;
- (b) self-employment;
- (c) business success;
- (d) licensing;
- (e) accreditation beyond any Certificate of Completion issued by the School; or
- (f) any minimum level of income following completion of a Course.

Success following completion of a Course depends upon many factors outside the School's control including the Student's own aptitude, commitment, ongoing practice, employment opportunities and business skills.

4. ENROLMENT

4.1. Offer and Acceptance

An enrolment submitted by a prospective Student constitutes an offer to purchase a Course.

The School reserves the right to accept or reject any enrolment at its absolute discretion.

A contract is formed only when the School issues written confirmation of the booking.

4.2. Reservation of Place

A place in a Course is not reserved until:

- (a) full payment has been received;
- or
- (b) the School has confirmed an approved alternative payment arrangement.

Course places are allocated strictly in the order confirmed bookings are received.

4.3. Limited Class Sizes and Commercial Allocation of Resources

The Student acknowledges and agrees that:

- (a) each Course is intentionally limited to a small number of participants to maximise individual practical training and educational outcomes;

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- (b) upon acceptance of an enrolment, the School immediately commits trainer availability, grooming equipment, salon facilities, administration resources and operational capacity specifically for that Student;
- (c) due to the limited number of available places, a cancelled enrolment frequently cannot be replaced at short notice;
- (d) the School suffers genuine commercial loss when a reserved position is cancelled after confirmation;
- (e) the cancellation, transfer and refund provisions contained in this Agreement are reasonably necessary to protect the School's legitimate business interests and do not represent a penalty.

4.4. Eligibility

Unless otherwise approved in writing by the School:

- (a) Students must be at least eighteen (18) years of age;
- (b) Students under eighteen (18) years require written parental or guardian consent;
- (c) Students must be physically capable of participating in practical grooming activities;
- (d) Students must disclose any medical condition that may affect safe participation.

4.5. Accuracy of Information

The Student warrants that all information supplied during enrolment is accurate, complete and not misleading.

The Student must promptly notify the School of any change to their contact details.

5. STUDENT DECLARATIONS

By enrolling, the Student declares that they:

- (a) have carefully read these Terms and Conditions;
- (b) understand the practical nature of the Course;
- (c) understand they will work with live animals;
- (d) accept the inherent risks associated with practical dog grooming;
- (e) agree to comply with all lawful directions issued by the School;
- (f) will conduct themselves professionally at all times;
- (g) understand that failure to comply with these Terms may result in suspension or termination of their enrolment.

6. COURSE DELIVERY

6.1. Nature of the Course

The Student acknowledges that each Course is a practical vocational training program designed to provide hands-on experience within a live commercial grooming environment.



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The School does not provide purely theoretical instruction unless expressly stated.

Training is delivered using a combination of:

- (a) practical demonstrations;
- (b) supervised hands-on grooming;
- (c) trainer instruction;
- (d) practical assessments;
- (e) observation of professional groomers;
- (f) independent practical exercises under supervision.

6.2. Course Content

The School may update, amend or improve Course content at any time where it reasonably believes doing so will:

- (a) improve educational outcomes;
- (b) reflect current industry practices;
- (c) improve animal welfare;
- (d) improve workplace safety;
- (e) reflect changes in legislation;
- (f) improve operational efficiency.

The Student acknowledges that Course content may differ from previous versions without constituting a breach of this Agreement.

6.3. Trainers

The School will use appropriately experienced Trainers.

However, the Student acknowledges that:

- (a) a particular Trainer is not guaranteed;
- (b) Trainers may be substituted without notice;
- (c) multiple Trainers may participate throughout the Course;
- (d) substitute Trainers may have different teaching styles.

No refund or compensation is payable because a particular Trainer is unavailable.

6.4. Practical Training Dogs

Practical training may involve dogs owned by:

- (a) clients of Grooming by Barkley Park;
- (b) Barkley Park Dog Day Care;
- (c) the School;
- (d) Trainers;
- (e) Students;
- (f) other persons approved by the School.



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The School retains absolute discretion regarding which dogs are used for training.

The Student has no right to request particular breeds, coat types or grooming styles.

6.5. Learning Outcomes

The School will use reasonable endeavours to teach the advertised Course outcomes.

However, individual learning outcomes will depend upon factors including:

- (a) attendance;
- (b) participation;
- (c) aptitude;
- (d) practical ability;
- (e) effort;
- (f) willingness to accept instruction.

The School does not warrant that every Student will achieve identical competency levels.

7. STUDENT CONDUCT

7.1. Professional Behaviour

Students must conduct themselves professionally at all times.

Students must:

- (a) behave courteously;
- (b) follow lawful directions;
- (c) respect Trainers;
- (d) respect fellow Students;
- (e) respect customers;
- (f) respect all dogs.

7.2. Prohibited Conduct

Without limitation, the following conduct is prohibited:

- (a) bullying;
- (b) harassment;
- (c) discrimination;
- (d) abusive language;
- (e) threatening behaviour;
- (f) violence;
- (g) theft;
- (h) dishonesty;
- (i) intoxication;
- (j) possession of illegal drugs;



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- (k) possession of weapons;
- (l) deliberate damage to property;
- (m) reckless conduct.

7.3. Mobile Phones

Students must not use mobile phones during practical training except:

- (a) during authorised breaks;
- (b) where required for educational purposes;
- (c) where authorised by a Trainer.

7.4. Alcohol and Drugs

Students must not attend any Course:

- (a) under the influence of alcohol;
- (b) under the influence of illegal drugs;
- (c) affected by medication that makes participation unsafe.

The School may immediately remove any Student reasonably believed to be impaired.

7.5. Smoking and Vaping

Smoking and vaping are prohibited within the School's premises except in designated smoking areas.

8. WORKPLACE HEALTH AND SAFETY

8.1. Compliance

The Student must comply with:

- (a) all workplace health and safety directions;
- (b) all emergency procedures;
- (c) all reasonable safety instructions issued by Trainers.

8.2. Clothing

Students must wear suitable practical clothing including:

- (a) closed footwear;
- (b) appropriate grooming attire;
- (c) long pants unless otherwise approved.

Loose jewellery or clothing likely to create a safety hazard must not be worn.

8.3. Equipment

Students must:



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- (a) use equipment only as instructed;
- (b) immediately report damaged equipment;
- (c) cease using any equipment considered unsafe.

Students must not modify or repair School equipment.

8.4. Injury Reporting

Any injury, incident, near miss or unsafe condition must be reported immediately.

The Student agrees to cooperate with any incident investigation undertaken by the School.

8.5. Medical Conditions

Students must notify the School before participating if they suffer from any condition that may affect safe participation including, without limitation:

- (a) epilepsy;
- (b) severe allergies;
- (c) heart conditions;
- (d) mobility restrictions;
- (e) pregnancy where practical participation may present additional risk.

The School may require medical clearance before permitting participation.

9. ANIMAL WELFARE

9.1. Welfare First

Animal welfare is the School's highest operational priority.

Every Student must handle every dog with patience, kindness and professionalism.

9.2. Acceptable Handling

Students must use only humane handling techniques approved by the School.

Students must immediately cease any handling technique when directed by a Trainer.

9.3. Prohibited Practices

The following are strictly prohibited:

- (a) striking a dog;
- (b) shouting aggressively at a dog;
- (c) rough restraint;
- (d) unnecessary force;
- (e) punishment-based handling;
- (f) any conduct that may cause unnecessary fear, pain or distress.



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9.4. Dog Behaviour

Students acknowledge that dogs may:

- (a) bite;
- (b) scratch;
- (c) jump;
- (d) bark;
- (e) become frightened;
- (f) react unpredictably.

Students must immediately seek assistance if they feel unable to safely handle a dog.

9.5. Veterinary Emergencies

Where a dog becomes ill or injured during training, the Trainer will assume control of the situation.

Students must immediately cease grooming and comply with all directions given by the Trainer.

Students acknowledge that decisions relating to veterinary treatment remain solely with the School and the dog's owner.

9.6. Student Owned Dogs

9.6.1. Applicability

This clause applies where a Student attends a Course with their own dog, including but not limited to the "Groom Your Own Dog" Course or any other Course approved by the School.

9.6.2. Student Warranties

The Student warrants that any dog brought onto the School's premises:

- (a) is owned by the Student or the Student has the legal authority of the owner to participate in the Course;
- (b) is fit, healthy and suitable to participate in practical grooming activities;
- (c) is free from any known contagious or infectious disease;
- (d) is free from external parasites, including fleas and ticks, and internal parasites to the best of the Student's knowledge;
- (e) has no known aggressive or dangerous behavioural history unless fully disclosed to the School before the Commencement Date;
- (f) has received all vaccinations recommended by the Student's veterinarian appropriate to the dog's age, health and lifestyle.

9.6.3. School Discretion

The School reserves the absolute discretion to refuse, suspend or terminate a dog's participation where the School reasonably believes that:

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- (a) the dog's behaviour presents an unacceptable risk to people or other animals;
- (b) the dog appears unwell;
- (c) participation would compromise animal welfare;
- (d) participation would compromise workplace health and safety.

9.6.4. Veterinary Treatment

Where a dog becomes ill or injured during a Course, the School will use reasonable endeavours to contact the Student before arranging veterinary treatment. Where immediate veterinary treatment is reasonably necessary to protect the dog's health or welfare and the Student cannot be contacted, the Student authorises the School to obtain such treatment. Unless the illness or injury is caused by the negligent or unlawful act or omission of the School, the Student remains responsible for all veterinary expenses incurred.

9.6.5. Responsibility

The Student remains responsible for the supervision, behaviour and welfare of their own dog throughout the Course except where the dog is under the direct supervision of a Trainer during Practical Training.

10. LIVE COMMERCIAL SALON ENVIRONMENT

10.1. Operational Business

The Student acknowledges that the School operates within an active commercial grooming salon.

Business operations will continue during training.

10.2. Interruptions

Training may occasionally be interrupted by:

- (a) customer enquiries;
- (b) dog collections;
- (c) emergencies;
- (d) veterinary matters;
- (e) operational requirements.

The Student accepts that these interruptions form part of learning within a genuine commercial environment.

10.3. Customer Interaction

Students may interact with customers as part of their training.

Students must:

- (a) remain courteous;
- (b) follow Trainer instructions;



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(c) avoid giving professional advice unless authorised.

10.4. Confidential Business Information

Students acknowledge they may observe:

- (a) pricing;
- (b) operating procedures;
- (c) customer information;
- (d) scheduling systems;
- (e) internal business practices.

Such information is confidential and must not be disclosed except as permitted by this Agreement.

11. BOOKING, PAYMENT AND COURSE FEES

11.1. Course Fees

The Student agrees to pay the Course Fee applicable to the Course selected at the time of booking.

Unless otherwise stated, all Course Fees are inclusive of GST.

The School reserves the right to amend Course Fees at any time. Any amendment will not affect bookings that have already been confirmed.

11.2. Payment

A Course place will not be reserved until:

- (a) cleared funds have been received by the School;
- (b) an approved Zip payment has been successfully processed; or
- (c) another payment arrangement has been approved in writing by the School.

11.3. Reservation of a Training Position

The Student expressly acknowledges that:

- (a) the School intentionally limits enrolments to maintain high-quality education;
- (b) each confirmed enrolment immediately reserves one of a very limited number of available training positions;
- (c) upon accepting an enrolment, the School commits trainer time, grooming resources, administration, equipment and operational capacity specifically for that Student;
- (d) because of the limited number of available places, a cancelled position may not be capable of being filled at short notice;
- (e) the cancellation provisions contained within this Agreement are reasonably necessary to protect the School's legitimate commercial interests and represent a genuine allocation of commercial risk between the parties.



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11.4. Promotional Pricing

The School may offer promotional pricing, discounts, special offers or early-bird pricing.

Unless expressly stated otherwise:

- (a) promotions cannot be combined;
- (b) promotions are available only during the advertised promotional period;
- (c) promotions are not retrospective.

11.5. Additional Costs

Unless specifically included within the Course description, the Student is responsible for any personal expenses including:

- (a) travel;
- (b) accommodation;
- (c) meals;
- (d) insurance;
- (e) personal grooming equipment purchased by the Student.

12. CANCELLATION, REFUNDS AND COURSE TRANSFERS

12.1. Change of Mind

The Student acknowledges that enrolment in a Course constitutes a binding agreement.

A change of mind does not automatically entitle the Student to cancel or obtain a refund.

12.2. Cancellation by Student

Any request to cancel a Course must:

- (a) be made in writing;
- (b) be received by the School before the applicable cancellation period expires.

Cancellation requests are effective only from the date they are received by the School.

12.3. Cancellation Fees by Student

Subject always to the Australian Consumer Law:

- (a) More than sixty (60) days before the Commencement Date:

The School will refund the Course Fee less:

- a \$500 administration and reservation fee; and
- any third-party merchant processing fees disclosed before purchase where permitted by law.



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(b) Between thirty (30) and sixty (60) days:

The School will refund seventy-five percent (75%) of the Course Fee.

(c) Between fourteen (14) and thirty (30) days:

The School will refund fifty percent (50%) of the Course Fee.

(d) Less than fourteen (14) days before commencement:

No refund is payable.

The Student acknowledges that these amounts represent a genuine pre-estimate of the School's losses associated with reserving a limited training position and are reasonably necessary to protect the School's legitimate commercial interests.

12.4. Failure to Attend

If the Student:

- (a) does not attend;
- (b) arrives after the Course has commenced;
- (c) leaves the Course early;
- (d) withdraws after commencement;

the Student is not entitled to any refund except where required under the Australian Consumer Law.

12.5. Course Transfers

The School may, at its absolute discretion, approve one transfer to another scheduled intake where:

- (a) the request is received before the Commencement Date;
- (b) places remain available;
- (c) the transfer occurs within six (6) months;
- (d) any applicable administration fee is paid.

Approval of a transfer is entirely at the School's discretion.

12.6. Student Illness

If a Student is unable to attend due to illness or injury, the Student must notify the School as soon as reasonably practicable.

The School may request reasonable supporting evidence, including a medical certificate.

The School may, but is not obliged to:

- (a) transfer the Student to a later intake;
- (b) issue a partial credit;
- (c) offer another reasonable alternative.

Medical illness does not automatically entitle a Student to a refund.



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12.7. Deferred Participation

Where the School approves a deferred commencement, the Student must commence the transferred Course within six (6) months unless otherwise agreed in writing.

Failure to commence within that period will result in the enrolment being cancelled without refund unless required by law.

12.8. Compassionate Circumstances

The School may, at its absolute discretion, consider requests arising from exceptional compassionate circumstances.

Nothing in this clause obliges the School to provide a refund, credit or transfer.

12.9. Australian Consumer Law

Nothing contained in this Agreement excludes, restricts or modifies any right or remedy available under the Australian Consumer Law.

Where the Australian Consumer Law requires the School to provide a refund, replacement, resupply or other remedy, the School will comply with its statutory obligations.

13. SCHOOL CANCELLATION

13.1. Operational Cancellation

The School may postpone, reschedule or cancel a Course where reasonably necessary due to:

- (a) insufficient enrolments;
- (b) trainer illness;
- (c) operational requirements;
- (d) workplace health and safety concerns;
- (e) animal welfare considerations;
- (f) Force Majeure events.

13.2. Alternative Dates

Where reasonably practicable, the School will offer the Student:

- (a) another intake;
- (b) another Course date;
- (c) another suitable training arrangement.

13.3. Refunds

If the School cancels a Course and is unable to provide a reasonable alternative, the Student will receive the remedy required by the Australian Consumer Law.

13.4. Changes During Training



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The School may reasonably alter:

- (a) lesson order;
- (b) practical exercises;
- (c) dogs used during training;
- (d) grooming styles demonstrated;
- (e) daily timetable;
- (f) Trainers.

Such changes do not constitute a cancellation of the Course.

14. ZIP PAYMENT TERMS

14.1. Payment Provider

The School may offer payment through Zip.

Zip operates independently of the School.

Approval is determined solely by Zip.

14.2. No Guarantee of Approval

The School does not guarantee:

- (a) approval;
- (b) credit limits;
- (c) financing terms.

Students remain responsible for payment if Zip declines an application.

14.3. Confirmation

A booking is not confirmed until:

- (a) Zip has approved the transaction; and
- (b) the School has received confirmation of payment.

14.4. Refunds

Any refund approved under this Agreement will be processed only back to the original Zip account used for payment.

The School will not provide refunds by cash, EFT or any alternative payment method unless required by law.

14.5. Merchant Costs

Where permitted by law and clearly disclosed before purchase, the School may retain non-refundable third-party merchant processing costs incurred through Zip.



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14.6. Zip Agreement

The Student acknowledges that their finance agreement with Zip is separate from this Agreement. Any questions relating to repayment obligations must be directed to Zip.

15. STUDENT ATTENDANCE, ABSENCE AND COURSE COMPLETION

15.1. Attendance

The Student is expected to attend every scheduled training session.

The Student acknowledges that practical dog grooming is a skills-based profession requiring consistent attendance and participation.

Missed training may significantly affect learning outcomes.

15.2. Punctuality

Students must arrive at the School at the commencement time advised by the School.

Persistent lateness may:

- (a) disrupt training;
- (b) reduce practical learning opportunities;
- (c) constitute unsatisfactory participation.

15.3. Missed Training

Where a Student misses any part of a Course:

- (a) the School is under no obligation to repeat the missed training;
- (b) the School is under no obligation to provide private catch-up tuition;
- (c) additional training may be offered at the School's discretion and may incur additional fees.

15.4. Extended Absence

Where a Student is absent for a significant portion of a Course, the School may determine that the Student has not satisfactorily completed the Course.

The Student may be required to:

- (a) repeat training modules;
- (b) attend another intake;
- (c) undertake additional practical sessions at the Student's expense.

15.5. Abandonment

If a Student:



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(a) ceases attending the Course; and
(b) fails to communicate with the School for fourteen (14) consecutive days,
the School may deem the enrolment abandoned.

Abandoned enrolments will be closed.

No refund is payable except where required under the Australian Consumer Law.

16. CERTIFICATES OF COMPLETION

16.1. Issue of Certificate

Where applicable, the School may, at its absolute discretion, issue a Certificate of Completion where the Student has satisfactorily completed the Course.

16.2. Conditions

A Certificate will only be issued where the Student has:

- (a) paid all Course Fees in full;
- (b) complied with these Terms;
- (c) attended the required training;
- (d) demonstrated reasonable participation;
- (e) returned any School property.

16.3. Nature of Certificate

Unless expressly stated otherwise:

- (a) the Certificate is not a nationally recognised qualification;
- (b) the Certificate is evidence only that the Student completed the School's Course.

17. No Guarantee of Employment

Completion of any Course does not guarantee:

- (a) employment;
- (b) self-employment;
- (c) business success;
- (d) licensing;
- (e) accreditation;
- (f) any particular level of competency.

The Student acknowledges that future success depends upon their own aptitude, experience, commitment and ongoing professional development.

18. EQUIPMENT AND FACILITIES



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18.1. School Equipment

The School may provide:

- (a) grooming tables;
- (b) clippers;
- (c) scissors;
- (d) combs;
- (e) brushes;
- (f) blades;
- (g) shampoos;
- (h) dryers
- (i) other professional grooming equipment.

Students must use all equipment only under instruction.

Where Course promotional material states that equipment is included within the Course Fee, ownership of that equipment passes to the Student only after:

- (a) payment of all Course Fees; and
- (b) completion of the Course, unless otherwise agreed by the School.

18.2. Damage

The Student must immediately report any damaged equipment.

Where damage results from negligent, reckless or intentional misuse, the School may recover the reasonable cost of repair or replacement.

Fair wear and tear is excluded.

18.3. Student Property

The Student is responsible for all personal belongings brought onto the premises.

To the fullest extent permitted by law, the School accepts no responsibility for loss, theft or damage to personal property.

18.4. School Property

All equipment supplied by the School remains the property of the School unless expressly stated otherwise.

Students must return all borrowed equipment immediately upon request.

19. COURSE MATERIALS AND INTELLECTUAL PROPERTY

19.1. Ownership



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All Intellectual Property created before, during or after the Course remains the exclusive property of the School unless expressly stated otherwise.

This includes:

- (a) manuals;
- (b) lesson plans;
- (c) demonstrations;
- (d) photographs;
- (e) videos;
- (f) templates;
- (g) worksheets;
- (h) assessment materials;
- (i) business systems;
- (j) grooming procedures.

19.2. Licence

The School grants the Student a limited, non-exclusive, non-transferable licence to use Course Materials solely for their own education.

19.3. Restrictions

Without prior written consent, the Student must not:

- (a) copy;
- (b) reproduce;
- (c) scan;
- (d) photograph;
- (e) film;
- (f) upload;
- (g) distribute;
- (h) sell;
- (i) publish;
- (j) commercially exploit

any Course Materials.

19.4. Recording

Students must not audio record or video record any training session unless expressly authorised by the School.

20. CONFIDENTIALITY

20.1. Confidential Information

For the purposes of this Agreement, Confidential Information includes, without limitation:

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- (a) customer information
- (b) customer records
- (c) pricing
- (d) financial information
- (e) business systems
- (f) supplier information
- (g) operating procedures
- (h) training techniques
- (i) course manuals
- (j) marketing strategies
- (k) photographs
- (l) videos
- (m) staff information
- (n) intellectual property; and
- (o) any other information which would reasonably be regarded as confidential,

whether disclosed verbally, electronically or in writing.

20.2. Obligations

The Student agrees:

- (a) not to disclose Confidential Information;
- (b) not to use Confidential Information for personal or commercial advantage;
- (c) to immediately return confidential documents upon request.

20.3. Survival

This clause survives completion or termination of the Agreement.

21. NON-SOLICITATION

21.1. Employees and Contractors

During the Course and for a period of twelve (12) months following completion or termination of the Course, the Student must not, without the prior written consent of the School, directly or indirectly solicit, induce, encourage or attempt to persuade any employee or contractor of the School to cease their employment or engagement with the School.

21.2. Customers

The Student must not knowingly solicit or encourage any customer of the School whom the Student became aware of through the Course to cease dealing with the School for the purpose of obtaining grooming or related services from the Student or a business associated with the Student.

21.3. General Advertising



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Nothing in this clause prevents the Student from conducting general advertising or marketing activities that are not specifically directed towards employees, contractors or customers of the School.

21.4. Australian Consumer Law

The parties acknowledge that this clause is intended only to protect the School's legitimate business interests, including its customer relationships, workforce stability and confidential business information, and must be interpreted accordingly.

22. PRIVACY

22.1. Collection

The School collects personal information necessary for:

- (a) enrolment;
- (b) communication;
- (c) payment processing;
- (d) course administration;
- (e) legal compliance.

22.2. Disclosure

The School may disclose information to:

- (a) payment providers;
- (b) insurers;
- (c) legal advisers;
- (d) government authorities;
- (e) regulatory bodies;
- (f) service providers,

where reasonably necessary or required by law.

22.3. Cyber Security

The School takes reasonable steps to protect electronic records but does not warrant that electronic communications or storage systems are completely secure. The Student acknowledges that electronic communication involves inherent risks.

22.4. Marketing

The Student may receive marketing communications from the School.

The Student may unsubscribe at any time.

22.5. Privacy Legislation



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The School will manage personal information in accordance with applicable Australian privacy legislation.

23. PHOTOGRAPHY, VIDEO AND SOCIAL MEDIA

23.1. Educational Use

The School may photograph or film practical training sessions for educational purposes.

23.2. Marketing

Unless the Student provides written notice before the Commencement Date, the Student consents to the School using photographs or videos containing the Student's image for:

- (a) advertising;
- (b) social media;
- (c) websites;
- (d) printed marketing;
- (e) promotional publications.

23.3. Student Photography

Students may take photographs of their own grooming work for personal portfolios.

Students must not publish photographs that identify customers, staff or other Students without prior consent.

23.4. Social Media

Students must not publish any content which:

- (a) damages the reputation of the School;
- (b) identifies customers;
- (c) identifies dogs belonging to customers;
- (d) discloses confidential information;
- (e) reproduces Course Materials;
- (f) falsely represents association with the School.

24. ASSUMPTION OF RISK

24.1. Acknowledgement

The Student acknowledges that participation in practical dog grooming involves inherent risks which cannot be completely eliminated, even where reasonable care is exercised by the School.

These risks include, without limitation:

- (a) dog bites;
- (b) scratches;



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- (c) puncture wounds;
- (d) allergic reactions;
- (e) slips, trips and falls;
- (f) repetitive strain injuries;
- (g) injuries arising from the use of grooming equipment;
- (h) injuries resulting from the unpredictable behaviour of animals.

24.2. Voluntary Participation

The Student voluntarily elects to participate in the Course with knowledge of those inherent risks.

The Student agrees to exercise reasonable care for their own safety and the safety of others.

24.3. Fitness to Participate

The Student warrants that they are physically and medically capable of safely participating in the Course.

The Student agrees to immediately notify the School if they become aware of any illness, injury or medical condition that may affect safe participation.

25. LIMITATION OF LIABILITY

25.1. Australian Consumer Law

Nothing contained in this Agreement excludes, restricts or modifies any consumer guarantee, statutory right or remedy that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

25.2. Exclusion of Certain Loss

To the fullest extent permitted by law, the School is not liable for any indirect, consequential, incidental, exemplary, special or economic loss arising from or in connection with the Course, including loss of income, loss of business opportunity, loss of reputation or loss of profits.

25.3. Maximum Liability

Where the School is permitted by law to limit its liability, the School's liability is limited, at its election, to:

- (a) resupplying the relevant services;
- (b) paying the reasonable cost of having the services supplied again; or
- (c) any other remedy permitted by section 64A of the Australian Consumer Law.

25.4. Personal Property

The Student is responsible for all personal belongings brought onto the School's premises.



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To the fullest extent permitted by law, the School accepts no responsibility for loss of or damage to personal property.

26. INDEMNITY

26.1. Student Indemnity

To the fullest extent permitted by law, the Student indemnifies the School, its directors, officers, employees, contractors and agents against all claims, losses, liabilities, damages, costs and expenses arising directly from:

- (a) the Student's negligent acts or omissions;
- (b) unlawful conduct by the Student;
- (c) deliberate misconduct;
- (d) damage caused by the Student to School property;
- (e) the Student's breach of this Agreement.

26.2. Limitation

This indemnity does not apply to the extent that any loss arises from:

- (a) the negligence of the School;
- (b) the unlawful conduct of the School; or
- (c) circumstances where the indemnity would otherwise be unenforceable.

26.3. Survival

This clause survives termination or completion of the Course.

27. INSURANCE

27.1. Student Insurance

The Student acknowledges that the School does not provide personal accident or income protection insurance for Students.

Students are responsible for arranging any insurance they consider appropriate.

27.2. School Insurance

The School maintains insurance policies considered appropriate for the operation of its business.

Nothing in this clause creates any entitlement for a Student to claim under those policies.

28. BIOSECURITY

The Student must immediately notify the School if they become aware that they, or any dog attending a Course under their control, has been exposed to or is suffering from any contagious disease, parasite, zoonotic illness or other condition that may reasonably pose a risk to dogs,



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customers, Students or staff. The School may refuse, suspend or postpone attendance where reasonably necessary to protect animal welfare, workplace health and safety or the continued operation of the School.

29. FORCE MAJEURE

29.1. Force Majeure Event

The School is not liable for delay, interruption, suspension or cancellation caused by events beyond its reasonable control.

Such events include:

- (a) natural disasters;
- (b) flood;
- (c) fire;
- (d) severe weather;
- (e) pandemic;
- (f) epidemic;
- (g) government restrictions;
- (h) industrial disputes;
- (i) utility failures;
- (j) supplier failures;
- (k) civil disturbance;
- (l) any other event beyond the School's reasonable control.

29.2. School Response

Where reasonably practicable, the School may:

- (a) postpone the Course;
- (b) extend the Course;
- (c) modify delivery methods;
- (d) reschedule practical sessions;
- (e) offer an alternative intake.

30. SUSPENSION AND TERMINATION

30.1. Immediate Suspension

The School may immediately suspend or terminate a Student where the Student:

- (a) places another person at risk;
- (b) compromises animal welfare;
- (c) seriously breaches these Terms;
- (d) behaves aggressively;
- (e) engages in unlawful conduct;



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(f) damages the School's reputation through serious misconduct.

30.2. Consequences

Termination does not affect any rights that accrued before termination.

Unless required by the Australian Consumer Law, termination resulting from the Student's breach does not entitle the Student to a refund.

31. DISPUTE RESOLUTION

31.1. Good Faith Negotiation

The parties agree to attempt to resolve any dispute through good faith discussions before commencing legal proceedings.

31.2. Mediation

If a dispute remains unresolved for twenty-one (21) days, either party may refer the dispute to mediation in Queensland.

Each party will bear its own costs of mediation unless otherwise agreed.

31.3. Urgent Relief

Nothing prevents either party seeking urgent interlocutory or injunctive relief where necessary.

32. GOVERNING LAW

This Agreement is governed by the laws of Queensland and the Commonwealth of Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

33. GENERAL PROVISIONS

33.1. Entire Agreement

This Agreement constitutes the entire agreement between the School and the Student and supersedes all previous discussions, negotiations, representations and understandings relating to the Course.

33.2. Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed and the remainder of the Agreement will continue in full force and effect.

33.3. Waiver

Failure by the School to exercise any right under this Agreement does not constitute a waiver of that right.

33.4. Assignment



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The Student must not assign or transfer any rights or obligations under this Agreement without the prior written consent of the School.

33.5. Amendments

The School may amend these Terms from time to time.

Any amendment will not affect existing confirmed enrolments unless required by law or expressly agreed with the Student.

33.6. Notices

The School may provide notices electronically using the email address supplied by the Student.

The Student is responsible for ensuring their contact details remain current.

33.7. Electronic Acceptance

Acceptance of these Terms electronically during the enrolment process constitutes acceptance of this Agreement and has the same legal effect as a handwritten signature.

34. STUDENT ACKNOWLEDGEMENT

By enrolling in a Course, the Student acknowledges and agrees that:

- (a) they have read and understood this Agreement;
- (b) they have had the opportunity to seek independent legal advice before accepting these Terms;
- (c) they understand the practical nature of the Course;
- (d) they understand that the Course is conducted within a live commercial grooming salon;
- (e) they understand and accept the cancellation, refund and transfer provisions;
- (f) they agree to comply with all lawful directions of the School;
- (g) they accept the inherent risks associated with practical dog grooming;
- (h) they agree to be legally bound by this Agreement.
- (i) the Student acknowledges that they have relied on their own enquiries in deciding to enrol and have not relied upon any representation not expressly contained within this Agreement.

The Student acknowledges that they have had a reasonable opportunity to read and understand these Terms and Conditions before accepting them and enter into this Agreement freely and voluntarily.