

**Enhance Your Future Pty Ltd (ACN 156 308 324) (ABN 99 156 308 324)**  
**("Enhance Your Future")**

### **Purchase Agreement**

1. This document sets out the terms and conditions of the Purchase Agreement between You and Enhance Your Future.
2. You acknowledge that this Purchase Agreement comprises the entire agreement between You and Us and no additional terms and conditions apply to this Purchase Agreement unless this Purchase Agreement is varied in writing and signed by You and Us.
3. Unless otherwise provided in this Purchase Agreement, You acknowledge that neither Us or any person acting on Our behalf have made any representation or other inducement to You to enter into the Purchase Agreement and You have not entered into this Purchase Agreement in reliance on any representations or inducements except for those representations and inducements contained herein.

### **Definitions**

4. When We refer to the following terms in this document:
  - "ACL" means the Australian Consumer Law which is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
  - "Consumer" means a consumer as that term is defined in the ACL.
  - "Consumer Guarantees" means the guarantees relating to the supply of goods and services contained in the ACL.
  - "Materials" means the generic form training and education resources developed by Us.
  - "We/Us/Our" means Enhance Your Future and its successors and assigns.
  - "You/Your" refers to the person, firm, organisation, partnership, corporation, trust or other entity purchasing from Us. The reference to "You/Your" includes any of your employees, agents and contractors.

### **Sale and Purchase**

5. In consideration of payment of the amount being the price of the Materials that you have ordered from Us, We sell to You and You buy from Us the Materials on the terms and conditions of this Purchase Agreement.
6. You acknowledge that payment of the purchase price for the Materials must be made prior to delivery. Units not yet developed must be paid for in full prior to development commencing.
7. Unless otherwise stated, the purchase price is exclusive of GST.
8. You acknowledge that if You pay the purchase price by credit card, We are entitled to charge a further 1.5% on the purchase price.

### **Delivery**

9. Upon Our receipt of Your payment for the Materials in accordance with this Purchase Agreement, We shall send You a link to a "Dropbox" platform or similar, to enable You to download the Materials at which time delivery of the Materials to You shall be deemed to have occurred.
10. You acknowledge that upon accessing Materials via the "Dropbox" platform or similar, You shall have no right or claim for a refund of any part or all of the purchase price You paid for the Materials.

### **Intellectual Property Licence in respect of the Materials**

11. You acknowledge that by delivery of the Materials to You, We are only granting You a licence to use the Materials in accordance with this Purchase Agreement.
12. You acknowledge that We retain full and complete title in all intellectual property of the Materials as updated from time to time and nothing in this Purchase Agreement or otherwise transfers or confers to You any title, right or claim in the intellectual property of the Materials.
13. You acknowledge that upon delivery of the Materials to You in accordance with this Purchase Agreement, You must comply with the following uses in respect of the Materials:
  - (a) You may reproduce, copy and print the Materials as many times as You require at Your sole discretion;
  - (b) You must not distribute, transmit or disseminate the Materials including copies of the Materials by any means except:
    - (i) to staff within Your firm, organisation, partnership, corporation, trust or other entity if relevant; and
    - (ii) to students, trainees and similar enrolled in a Nationally Recognized Course that You are duly providing;
  - (c) for the avoidance of doubt, You must not provide the Materials to any other person or organisation that provides Nationally Recognized Courses and not accredited courses even if You and such other provider share a common ownership and/or control; and
  - (d) it is Your responsibility to ensure that persons including staff, contractors and/or consultants, that leave your organisation will not have access to, or retain, the Materials or copies of same from the date of such departure.
14. You acknowledge that all photographs and images contained within the Materials are and remain the

property of the party referenced and must not be reproduced, copied, printed, distributed, transmitted or disseminated in isolation of the balance of the Materials.

#### **Limitation of Liability**

15. Subject to Clause 16, and except as expressly provided to the contrary in this Purchase Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to this Purchase Agreement or its subject matter are excluded to the maximum extent permitted by law.
16. Nothing in this Purchase Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the statutory consumer guarantees under the ACL.
17. Subject to Clauses 15 and 16, We will not be liable to You for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs You have incurred, amounts for which you are liable to Your customers, clients, students and similar or any loss suffered by third parties under or relating to this Purchase Agreement, its subject matter and/or the Materials, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
18. You are liable for and indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any consequential loss, cost, damage or expense) arising in respect of Your purchase and/or use of the Materials or Your breach of this Purchase Agreement.

#### **Customisation and Contextualisation of Materials**

19. You acknowledge that the Materials are delivered to You in generic form and are void of the customisation and contextualisation that may be necessary for You to provide and deliver a Nationally Recognized Course.
20. You acknowledge that it is Your responsibility to customise, contextualise, edit and adapt the Materials as necessary to ensure that Your course complies with all applicable laws, regulations and obligations.
21. We acknowledge that you will own the intellectual property of any additions made to the materials during the customisation and contextualisation process.
22. You warrant that You shall ensure that the Materials are compliant before delivering Your course.
23. You acknowledge and warrant that the Limitation of Liability contained herein extends to any amendments and changes You make to the Materials after delivery.

24. You warrant that if You change, edit or adapt the Materials in any way, You will cause the following passage to be reproduced on the "inside cover" or a similarly prominent position of the Materials as amended: *"These Materials were originally developed by Enhance Your Future Pty Ltd but may now be altered from the original form. Enhance Your Future Pty Ltd does not accept any liability for the Materials, the content and/or any reliance thereon."*

#### **Updates to Materials**

25. You acknowledge that You do not have any right or entitlement to receive any updates to the Materials after delivery whatsoever.

#### **Severability**

26. If any part of this Purchase Agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

#### **Jurisdiction**

27. This Agreement will be governed by and interpreted in accordance with the law of Victoria, Australia without giving effect to any principles of conflicts of laws.
28. You agree to the jurisdiction of the Court of Victoria, Australia to determine any dispute arising out of this Purchase Agreement.

Signed by You:

Signed by Us:

.....  
Purchaser [*print organisation name*]

ENHANCE YOUR FUTURE PTY LTD

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Signature of authorised representative

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Signature of authorised representative:

.....  
Name of authorised representative

.....  
Name of authorised representative

.....  
Date

.....  
Date

*The person signing this Purchase Agreement warrants that they have the capacity and authority to enter into this Purchase Agreement on behalf of the Purchaser.*

*The person signing this Purchase Agreement warrants that they have the capacity and authority to enter into this Purchase Agreement on behalf of Enhance Your Future.*

***“This purchase agreement is valid for all ongoing purchases from us from date of signing until such time as terms of purchase are updated.”***