

Education services standard terms and conditions

1 July 2026

1 Overview

1.1 By using the Supplier's Education Services, Clients and Participants confirm that they have read, understood, and agree to be bound by these standard terms and conditions and enter into an Agreement with the Supplier (**Agreement**).

1.2 In this Agreement:

- (a) **Client** refers to an Individual Client or an Organisation Client, as the case requires;
- (b) **Education Services** refers to eLearning modules accessed through the Supplier's learning management system and/or workshops provided by the Supplier;
- (c) **Individual Client** refers to a person who enrolls themselves as a Participant in Supplier's Education Services;
- (d) **Organisation Client** refers to an organisation which enrolls in the Supplier's Education Services on behalf of Participants;
- (e) **Participant** refers to any eLearning user or workshop attendee either enrolled as an Individual Client or by an Organisation Client;
- (f) **Supplier** refers to the Queensland Human Rights Commission; and
- (g) **Valid Quote** refers to a quote issued and signed by the Supplier which details scope of work, course costs, and disbursements.

1.3 In this Agreement, use of "including", "such as" or similar terms and phrases are not words of limitation.

2 Bookings and enrolment

Bookings

2.1 Clients may book Education Services for themselves or on behalf of other Participants. Registration details required at booking include the names, email addresses and organisation (if applicable) of each Participant.

2.2 Bookings for eLearning modules and standard workshops are confirmed when the Client has provided the registration details in clause 2.1 and payment has been made in full, unless otherwise agreed between the Client and Supplier in writing.

2.3 Bookings for tailored workshops, such as workshops requiring tailored content or travel by education officers, are confirmed when the Client has provided the Supplier with the registration details in clause 2.1 and a Valid Quote signed by the Client.

Enrolment

2.4 **eLearning:** Enrolment in an eLearning module occurs when a Participant activates their eLearning user account (**Enrolment Date**). Activating an eLearning user account requires the Participant to confirm their registration details and provide any accessibility requirements. If a Participant already has an eLearning user account, the Enrolment Date for any further eLearning modules that they enrol in will be the date when payment for that module has been made in full.

2.5 **Workshops:** Enrolment in a workshop occurs once the booking is confirmed.

3 Workshops

3.1 Workshops may be delivered in-person, virtually, or by a mixture of those formats with the support of the Supplier's learning management system (**LMS**) and Microsoft Teams.

- 3.2 Workshops may be offered publicly or privately. Minimum Participant numbers may apply to workshops. The Supplier will advise the Client if minimum numbers are not met and offer to reschedule or provide a full refund.
- 3.3 Participants are responsible for ensuring they have the necessary technology, equipment, and internet access for virtual delivery.
- 3.4 The Supplier is committed to ensuring that the courses are accessible and inclusive. Participants who require adjustments or support to enable participation must advise the Supplier as early as possible before the course commencement date.
- 3.5 The Supplier reserves the right to update course content, change education officers, or amend delivery methods to maintain quality and relevance.
- 3.6 Due to privacy, recording of any workshop by a Participant is not permitted.

4 eLearning

- 4.1 Participants and Clients acknowledge and agree that eLearning is delivered via the Supplier's LMS partner aXcelerate.
- 4.2 A Participant's eLearning user account is for their use only. Participants must notify the Supplier if they believe that their user account has been accessed without their authority. Participants must not share user account credentials (such as username and password) with anyone other than the Supplier. If a Participant allows another person to use their eLearning user account, access to their account will be removed.
- 4.3 eLearning course access is valid for six (6) months from the Enrolment Date. If a Participant does not complete an eLearning course within six (6) months from the Enrolment Date, access to the course will expire and the Participant will

no longer be able to access the eLearning course.

- 4.4 If a Participant's access expires before completion of the course, the Client must re-enrol and pay for the course again in full in order to complete the course.
- 4.5 Participants are responsible for ensuring they have the necessary technology, equipment, and internet connection for online delivery.
- 4.6 The Supplier reserves the right to update course content to maintain quality and relevance.

5 Certificates

- 5.1 Participants must complete all required assessments to a satisfactory standard to achieve a certificate.
- 5.2 Certificates will only be issued once all course requirements and payments are finalised.

6 Fees and payments

- 6.1 All prices are quoted in Australian Dollars (AUD).
- 6.2 For invoices, standard payment terms are 30 business days from date of issue.
- 6.3 Payment options are set out on the registration form or invoice.
- 6.4 Overdue accounts may impact future enrolments.
- 6.5 For all eLearning modules and standard workshops booked in accordance with clause 2.2, course fees must be paid in full before the commencement of the course, unless otherwise agreed in writing.
- 6.6 Group or organisational discounts are available at the Supplier's discretion.
- 6.7 For workshops booked by Valid Quote under clause 2.3:
 - (a) The Valid Quote will include the course costs determined by the Supplier from to time.

- (b) The Valid Quote will include an estimate of any disbursements, such as specialist facilitator fees and travel costs for education officers. By signing and returning the Valid Quote, the Client is taken to have provided prior written approval for the Supplier to incur the Disbursements.
- (c) Subject to clauses 6.5 and 7, or unless otherwise agreed, the Supplier will invoice the Client for the course costs and Disbursements on or after the workshop has been delivered.

7 Cancellations, rescheduling, refunds and transfers

Private Workshops

- 7.1 Requests by a Client to reschedule or cancel a private workshop must be received by the Supplier in writing.
- 7.2 The Supplier and Client will work together to determine the date of the rescheduled workshop. If agreement cannot be reached within a reasonable timeframe, then a request to reschedule may be treated by the Supplier as a request to cancel under clause 7.5.
- 7.3 If the Supplier receives a request to **reschedule** a private workshop:
 - (a) More than ten (10) clear business days before the scheduled start date, the Client will not be liable for any course costs;
 - (b) Between two (2) and ten (10) clear business days before the scheduled start date, the Client will be liable for 50% of course costs if the workshop is not rescheduled; or
 - (c) Less than two (2) clear business days before the scheduled start date, the Client will be liable for 100% of course costs if the workshop is not rescheduled.
 - (d) If the Client has not yet paid for the workshop, they will be invoiced for the amounts stated clause 7.3(b) or (c) on or after the scheduled start date. If payment is not made by the invoice due date, the Supplier reserves the right to treat the request to reschedule as a request to cancel under clause 7.5.
- 7.4 A second or further request to reschedule may be refused by the Supplier and treated as a request to cancel under clause 7.5.
- 7.5 If the Supplier receives a request to **cancel** a private workshop:
 - (a) more than ten (10) clear business days before the scheduled start date, the Client will not be liable for any course costs.
 - (b) between two (2) and ten (10) clear business days before the scheduled start date, the Client will be liable for 50% of the course cost.
 - (c) less than two (2) clear business days before the scheduled start date, the Client will be liable for 100% of the course cost.
 - (d) If the Client has previously requested to reschedule the workshop under clause 7.3, then the Client will be liable for course costs under clause 7.3 or clause 7.5, whichever amount is higher.
 - (e) If the Client has not yet paid for the workshop, they will be invoiced for course costs on or after the scheduled start date. If the Client has already paid for the workshop, the Supplier will provide the Client with an appropriate refund, taking into account payment of Disbursements under clause 7.6.
- 7.6 If a Client cancels or reschedules a private workshop, in addition to any liability for course costs set out in 7.3 or 7.5 above, the Client will be liable for any costs incurred by the Supplier in relation to the Disbursements as a result of the cancellation or rescheduling, to be invoiced once the workshop has been delivered or cancelled.
- 7.7 The Supplier reserves the right to reschedule or cancel a workshop due to education officer availability or other unforeseen circumstances. The Supplier

will endeavour to notify the Client as soon as possible and work with the Client to identify an alternative time for the workshop. If a workshop is cancelled by the Supplier under this clause, the Supplier will provide a full refund of course costs paid. The Supplier will absorb any difference in Disbursements incurred as a result of such rescheduling or cancellation. The Supplier will not be liable for any other loss, cost or damage arising from a cancellation or rescheduling under this clause.

Public Workshops

- 7.8 Requests for a participant to transfer from one public workshop to another, or to cancel enrolment in a public workshop, must be made by the Client in writing to the Supplier one (1) clear business day before the scheduled start date of the workshop.
- 7.9 Transfer to another public workshop is subject to availability. If there are no suitable workshops available, the Supplier will cancel the Participant's enrolment.
- 7.10 Clients will receive a full refund for cancellation under clauses 7.8 or 7.9.
- 7.11 Requests to transfer from or cancel enrolment in a public workshop less than one (1) clear business day before the scheduled start date of the workshop will only be allowed at the Supplier's discretion.
- 7.12 Workshops in which the Participant is enrolled, but did not attend, will not be refunded.
- 7.13 The Supplier reserves the right to cancel, or reschedule a public workshop due to low enrolments, education officer availability, or other unforeseen circumstances, and will endeavour to notify Clients and Participants as soon as possible. If a workshop is cancelled or rescheduled by the Supplier under this clause, Clients will be offered a full refund or

the option for Participants to transfer to a future session.

eLearning

- 7.14 Subject to clause 13, purchases of eLearning cannot be refunded.

8 Code of conduct

- 8.1 Participants are expected to:
 - (a) Treat all staff, education officers, facilitators and other Participants with respect.
 - (b) Participate actively in learning activities.
 - (c) Follow all health, safety, and behavioural guidelines.
 - (d) Not engage in any form of harassment, discrimination, or disruptive behaviour.
- 8.2 The Supplier reserves the right to withdraw services or remove a Participant who breaches the standards in this clause 8.
- 8.3 The Supplier's Education Services may address sensitive or confronting subject matter. The Supplier will use best endeavours to provide appropriate content warnings before or, where relevant, during the delivery of a course. Participants who have concerns about course content should contact the Supplier before the course commencement date.

9 Complaints and feedback

- 9.1 The Supplier may request feedback at the conclusion of each course to assist with continuous improvement.
- 9.2 Client complaints are handled in accordance with the Supplier's customer service complaints policy available on the Supplier's website.

10 Copyright and intellectual property

- 10.1 The Supplier retains all intellectual property rights in relation to the course, including but not limited to training resources, course content,

course materials, presentations, and any other materials associated with the course (**Course Content**).

- 10.2 Participants may not use, copy, display, distribute, modify, translate, reformat, create derivative works, or in any way exploit or allow others to exploit any of the Course Content except where it is necessary to meet learning objectives or complete assessments related to the course.

11 Privacy

- 11.1 The Supplier collects personal information of Participants, including name, contact details, place of employment, and assessment results, for the purposes of enrolment administration, workshop scheduling, reporting, evaluation, and communication related to course delivery. Most information will be collected directly from the Participant, although registration information may be supplied by the Organisation Client. Such information is managed in accordance with the *Information Privacy Act 2009 (Qld)*.
- 11.2 Personal information will only be used and disclosed by the Supplier for the purposes for which it has been provided. This may include disclosure of Participant information to the Organisation Client, but only if that has been expressly agreed to between the Organisation Client and the Supplier and notified to the participant.
- 11.3 Participant data will be de-identified and used for reporting, statistical and course improvement purposes.
- 11.4 Email addresses will not be added to a mailing list, unless provided to the Supplier for that purpose.
- 11.5 If requested information is not accurately provided, the Client or Participant may not be able to book or enrol in the Supplier's education services.

- 11.6 For further information on how the Supplier handles personal information, including access to, amendment of and complaints about the handling of personal information, see the privacy policy available on the Supplier's website.

12 Limitation of liability

- 12.1 To the maximum extent permitted by law:
- (a) The Supplier is not liable for any indirect, incidental, or consequential loss, damage or injury arising from or in connection with participation in an Education Service.
 - (b) The Supplier's total liability in connection with any Education Service is limited to the amount of fees paid or invoiced.

Course Content and Psychological Safety

- 12.2 The Supplier's Education Services are intended to provide commentary and general information about human rights, discrimination, and related topics. Without limiting the generality of clause 12.1:
- (a) Education Services do not constitute legal advice, and should not be relied upon as a substitute for independent legal or professional advice in relation to the Client's or Participant's specific circumstances;
 - (b) completion of an Education Service does not guarantee any particular outcome, including (without limitation) compliance with any legal obligation, accreditation, professional qualification, or competency; and
 - (c) any certificate issued on completion of an Education Service is a certificate of completion only and does not constitute a statement of attainment, nationally recognised qualification, or professional accreditation.

- 12.3 The Supplier's Education Services may address sensitive or confronting subject matter, including (without limitation) content relating to discrimination, sexual harassment, human rights complaints, and other topics that some Participants may find distressing.
- 12.4 By enrolling a Participant in an Education Service, the Organisation Client acknowledges and agrees that it is their responsibility to ensure the Participant can safely participate in the Education Service.
- 12.5 By enrolling in or participating in an Education Service, the Participant acknowledges and accepts that:
- (a) the course content may cause discomfort or emotional distress;
 - (b) participation is voluntary and the Participant may withdraw from any session at any time if they feel unable to continue;
 - (c) it is the Participant's responsibility to notify the Supplier of any relevant needs, sensitivities, or circumstances that may affect their participation as early as possible before course commencement; and
 - (d) it is the Participant's responsibility to notify the Organisation Client that enrolled them if they feel they are unable to safely participate in the Education Services.
- 12.6 Subject to clause 12.7, the Supplier is not liable for any psychological or emotional distress, loss or damage experienced by a Participant arising from participation in an Education Service where the Supplier has provided a content warning and the Participant has elected to continue participating, except to the extent that such distress is directly caused by the negligence of the Supplier or its education officers.
- 12.7 Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, condition

or warranty, implied or imposed by any legislation which cannot lawfully be excluded or restricted.

13 Force majeure

- 13.1 In this clause a **Force Majeure Event** means any event or circumstances beyond the Supplier's reasonable control, including but not limited to natural disasters, illness, pandemic, government-imposed restrictions, third-party platform outages, cyber attack or connectivity issues.
- 13.2 If a Force Majeure Event prevents or delays the Supplier from delivering an Education Service, the Supplier will notify the Client as soon as reasonably practicable, the Supplier's obligation to deliver the affected Education Service is suspended for the duration of the Force Majeure Event, and the Supplier will not be liable for any failure, delay, loss, damage or expense arising from or in connection with the Force Majeure Event.
- 13.3 If a Force Majeure Event continues for more than twenty (20) business days, either party may terminate the affected booking by written notice. In that event, the Supplier will refund course costs paid for any Education Service not yet delivered, less a reasonable amount for any part of the Education Service already performed and any non-recoverable Disbursements. Neither party will have any further liability to the other in respect of the affected Education Service.
- 13.4 During the subsistence of a Force Majeure Event, the Client is not entitled to cancel the affected booking under clause 7 and the cancellation charges in that clause do not apply. The Client's sole remedy is as set out in this clause 13.

14 General

- 14.1 **Amendments:** The terms of this Agreement may not be varied, amended or modified without the written consent of both parties.
- 14.2 **Costs:** The Client is responsible for all duties, charges and legal fees (on a solicitor and own client basis) incurred in enforcing this agreement.
- 14.3 **Enduring clauses:** the parties' obligations under clauses 10 and 12 shall survive the termination of this Agreement for whatever reason.
- 14.4 **Jurisdiction:** the laws of the State of Queensland apply to this Agreement, and the parties submit exclusively to the courts of that jurisdiction.
- 14.5 **Relationship between the parties:** nothing in this Agreement constitutes a partnership or contract of employment. It is the express intention of the parties to deny any such relationship.
- 14.6 **Assignment:** the Client must not assign or novate the Agreement in whole or in part without the prior written consent of the Supplier.
- 14.7 **Severability:** if any provision of this Agreement is determined by a court to be illegal, invalid, unenforceable or in conflict with any law, it will not affect the validity and enforceability of the remaining provisions.
- 14.8 **Waiver:** Any delay or failure to enforce any rights in relation to a breach by the other party will not be construed as a waiver of those rights.

15 Contact us

- 15.1 For more information email education@qhrc.qld.gov.au.