



Glow International Terms and Conditions - Keynote and Programs

Introduction

- 1.1 Glow International Pty Ltd as trustee for the Glow International Trust (ABN 22 177 389 006) ("Glow"), provides keynote speaking, one on one coaching and events & programs (the Services).
- 1.2 These Terms and Conditions together with the documents referred to within them apply to the Client's engagement with Glow. The Client acknowledges they have read and agree to be bound by these Terms and Conditions which constitute an agreement between the parties.
- 1.3 These terms may not be varied without the written agreement of both parties and take precedence over any terms and conditions specified in any client purchase order submitted.
- 1.4 If Glow is being retained to provide a keynote address at an event or meeting the terms of section A and D will apply,
- 1.5 If Glow is being retained for the provision of a program or event other than a keynote address the terms of Section B and D will apply.
- 1.6 If Glow is being retained for one on one coaching, executive coaching and or mentoring, the terms of Section C and D will apply.

Section A Keynote terms

- 2.1 Glow will procure Mark Carter (MC) to deliver a keynote address at the event, location day and date specified in the booking form.
- 2.2 Glow and MC is responsible for all keynote content. Such content is governed by the terms of Section D, cl 4 below.
- 2.3 The Client will provide (example; lap top computer w/preloaded power point presentation that MC is to utilize during his speech.)
- 2.4 The Client will provide as required audio-visual equipment such as; LCD projector, screen, microphone, podium, and a book signing table plus a chair for a book signing after the event speech.)
- 2.5 The Client is fully responsible to pre-test the presentation in the audio-visual format well in advance of the speech so that there are no technical difficulties at the time of the speech.
- 2.6 Video or audiotaping of MC prior to, during and after the speaking engagement is not permitted by the Client or any audience member without the expressed written consent of Glow which may be given or withheld in its absolute discretion.



Section B Program or Event terms

- 3.1 Glow will provide the event or program specified in the booking form at the times and dates specified therein.
- 3.2 Glow reserves the right to specify and/or restrict the number of participants attending a program or event. Such specification or restriction will be communicated to the client upon receipt of a booking and should the client not accept such restriction the booking may be cancelled without penalty.
- 3.3 All content of a program or event presentation, seminar, workshop or other service provided by Glow at all times remains the intellectual property of Glow and cannot be used by the client other than in accordance with these terms and conditions.
- 3.4 Video or audiotaping of any Glow representative or MC by the client or any participant prior to, during and after a program or event is not permitted without the express written consent of Glow which may be given or withheld in its absolute discretion.
- 3.5 Fees charged as specified in Section D do not include any travel expenses.
- 3.6 All travel is to be arranged and paid by Glow and billed directly to the Client. Glow will provide receipts to the Client after the event for any pre-paid expenses. Payment of expenses is required within 10 business days.

Section C Personal coaching/mentoring terms and conditions

- 4.1 Glow will procure the provision of coaching services to the Client by an accredited Glow business coach (Coach).
- 4.2 The parties agree to engage in a coaching program for the duration and frequency specified on the booking form and may be agreed to be provided in-person, or via internet, or telephone meetings. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach.
- 4.3 The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach for all scheduled meetings.
- 4.4 The Client enters into coaching with the understanding that the Client is responsible for creating his or her own decisions and results. As requested, the Coach may make suggestions to the Client however it is ultimately the Client's responsibility for making his or her own decisions determining the best course of action.
- 4.5 The coaching relationship is in no way to be construed as psychological counselling or any type of therapy. In the event that the Client feels the need for professional counselling or therapy, it is the responsibility of the Client to seek a licensed professional.
- 4.6 The Client warrants that he/she understands that

- (a) coaching is designed to facilitate the creation and development of personal, professional or business goals and to develop and carry out strategies and plans for achieving those goals.
- (b) coaching is a comprehensive process that may involve all areas of my life, work, finances, health, relationships, education and recreation. I acknowledge that deciding how to handle these issues and implement my choices is exclusively my responsibility.
- (c) coaching is not to be used in lieu of professional and/or financial advice.

4.7 The Coach will not divulge that the Coach and Client are in a coaching relationship without express consent of the Client.

4.8 Cancellation Policy: Client agrees that it is the Client's responsibility to notify the Coach 72 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

4.9 Termination: Either the Client or the Coach may terminate the coaching agreement at any time with 3 weeks written notice.

Section D General Terms and Conditions

Services

5.1 Glow will:

- (a) provide the Services to the Client with reasonable skill and care.
- (b) maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of all information provided to it (Client Data) in accordance with the Privacy Act 1988 (Cth) as amended from time to time.

5.2 Glow will not:

- (a) disclose Client Data except as required by law, or as expressly authorised in writing by the Client; or
- (b) access Client Data except to provide the Services or at the Client's request in connection with customer support matters.

Fees

5.3 The Client agrees to pay the fees specified in the booking form. Fees are payable as follow:

- 50% on booking; and
- 50% seven (7) days prior to the event date.

5.4 The Client agrees to pay the travel and incidental expenses of MC as agreed in writing.

5.5 Payment must be made via electronic funds transfer into the bank account specified by Glow.

5.6 Where payment is not received in accordance with these terms, Glow reserves the right to cancel the booking; any booking fees paid shall be forfeited by the client and any expenses incurred which are not recoupable by glow shall be paid within seven days of demand being made by Glow.

Cancellation

5.7 The Client may cancel or change a booking for the provision of Services without penalty provided that written notice is provided to Glow not less than 120 days prior to the Service Date.

5.8 If the Client cancels a booking other than in accordance with clause 5.7 the Client must pay a cancellation fee as follows:

- Cancellation between 90 and 60 days prior to event – 25% of the fees
- Cancellation between 60 days and 30 days prior to the event – 50% of fees
- Cancellation less than 30 days prior to the event 100% of the fees.

5.9 In the client reschedules a booking, a rebooking fee of 10% will be charged in addition to the Fees for attendance. All fees paid for the original booking date will be held by Glow and credited to the new booked date.

Intellectual Property Rights

5.10 The Client acknowledges and agrees that Glow and/or its licensors own all intellectual property rights in the Services. This Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or Website.

5.11 Glow will own and retain all right, title and interest in and to all Deliverables and hereby grants the Client a limited, non-transferable, non-sub licensable, non-exclusive licence to use the Deliverables solely for the purposes as specified in this Agreement

5.12 Video and audio content, if any, provided for use of the Client remains the intellectual property of Glow and is not to be downloaded, shared with third parties or displayed elsewhere.

Publicity

5.13 During the Term, Glow may disclose Client details as a customer of the Services (other than a client of coaching services, and may display the Client name and logo in Glow marketing materials and on the Glow Website, in each case in accordance with any branding guidelines the Client may provide.

Warranties and Liability

5.14 This clause 5.14 sets out the entire liability of Glow (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

- (a) any breach of this Agreement;
- (b) any use made by the Client of the Services or Website or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

5.15 Except as expressly and specifically provided in this Agreement:

- (a) the Client assumes sole responsibility for the use of the Services by the Client, and for acts or taken or not taken by the Client subsequent to any provision of services by Glow and/or provision of information, advice or recommendations by Glow;
- (b) Glow has no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Glow by the Client in connection with the Services;
- (c) Glow has no liability for any damage suffered by the Client from using services, software or programs provided by a third party; and
- (d) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;

5.16 Nothing in this Agreement excludes the liability of Glow:

- (a) for death or personal injury caused by Glow's negligence; or
- (b) for fraud or fraudulent misrepresentation.

5.17 Subject to clause 5.16 (a) and (b).3

- (a) Glow is not liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) Glow's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement is limited to \$1,000 (one thousand) dollars.

Indemnification

5.18 The Client agrees to indemnify, defend and hold harmless Glow, and its affiliates, officers, agents, and employees from and against any Liability incurred as a result of any Claim to the extent arising from or connected with Client use of the Services and/or Website in breach of this Agreement.

Termination

5.19 Glow may terminate this Agreement at any time in the event the Client materially breaches this Agreement and does not remedy such breach within 30 days of written notice provided by Glow.

5.20 Either party may terminate this Agreement without liability to the other if:

- (a) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- (b) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party; or
- (c) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (d) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (e) the other party ceases, or threatens to cease, to trade; or
- (f) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

General

- 5.21 **Assignment:** The Client must not, without the prior written consent of Glow, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Glow may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights and obligations under this Agreement.
- 5.22 **No partnership/agency:** Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship between the Client and Glow and neither party shall have the right or authority to incur any Liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.
- 5.23 **Entire agreement:** This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. However, the Services are provided to the Client under our operating rules, policies, and procedures as published from time to time on the Website.
- 5.24 **Force majeure:** Glow is not liable for any breach of obligations under this Agreement if it is hindered or prevented from carrying out Services or such obligations by any cause outside its reasonable control, including by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).
- 5.25 **No waiver:** No waiver by Glow of any default of the Client under this Agreement operates or is construed as a waiver of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by Glow to the Client in any way releases, discharges or otherwise affects Liability under this Agreement.

- 5.26 Notices: Unless otherwise stated within this Agreement, notices to be given to either party must be in writing and be delivered by electronic mail at the email address supplied on entering into this Agreement or the Sign-Up Agreement, or as otherwise updated by notice.
- 5.27 Survival: The provisions of clauses that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such.
- 5.28 Severability: If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision is deemed severed, and where capable, the validity and enforceability of the remaining provisions of this agreement is not be affected.
- 5.29 Governing law: This Agreement (and all non-contractual relationships between you and us) are governed by and construed in accordance with the law of New South Wales and both parties hereby submit to the exclusive jurisdiction of the courts of New South Wales.
- 5.30 **Definitions**
In these Terms and Conditions:
- Agreement** means these Terms and Conditions and other documents the Terms and Conditions refers to;
- Business Day** means any day other than a Saturday, Sunday, bank holiday or public holiday in New South Wales;
- Claim** means any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, and proceeding, right of action, claim for compensation and claim for abatement;
- Client** means the fee payer or recipient of the Services;
- Costs** mean any costs, charges, expenses, payments or other expenditures of any nature (whether direct, indirect or consequential and whether accrued or paid);
- Data means the information provided, inputted or uploaded to the Website, or provided directly to Glow, by the Client;
- Deliverables** mean customised documents, handouts, fliers, slide shows, graphics, charts and other tangible materials provided by Glow before, during and/or after the Services;
- Fee** means the total amount payable in respect of the Services as set out in Schedule 1;
- GST** means the Goods and Services Tax;
- Liability** means liability in or for breach of contract, breach of duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms and Conditions, including, without limitation, liability expressly provided for under these Terms and Conditions or arising by reason of the invalidity or unenforceability of any term of these Terms and Conditions (and for the purposes of this definition, all references to these Terms and Conditions shall be deemed to include any collateral contract);
- Schedule** means any document, table or information annexed to this Agreement and marked as a schedule;
- Service Date** means the date in which Glow will provide the Services to the Client;
- Services means Keynote and live programs including keynote speeches, live programs, seminars and other services with content containing, but not limited to:
- (a) Business coaching;
 - (b) Leadership and talent development;
 - (c) Sales training and customer engagement;
 - (d) Personal and professional development;
 - (e) Business management support;

- (f) Training and the provision of online courses;
- (g) Relevant data management; and
- (h) any Deliverables, goods and services provided through the Website

Sign-Up Agreement means the agreement entered into by the Client setting out the terms of the engagement entered into prior to the commencement of Services;

Term means the period that the Agreement remains in effect, subject to clause 2.1 of this Agreement, or until the Agreement is terminated in accordance with clause 8 of this Agreement;

Website means <https://www.markcarter.com.au/> and any associated mobile applications

5.31 Interpretation

- (a) Headings are for ease of reference only and do not affect the interpretation or construction of this Agreement.
- (b) Words imparting the singular include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.
- (c) Words denoting persons include natural persons, partnerships, limited Liability partnerships, bodies corporate and unincorporated associations of persons.
- (d) References to “includes” or “including” or like words or expressions mean “without limitation”.