



Women Leaders Empowering All Women

Please read these Terms & Conditions prior to enrolling in the CEW Leaders Program to ensure you are aware of all your obligations relating to your enrolment and participation in the Program. By enrolling in the Program, you agree to these Terms and Conditions of the Program. These Terms & Conditions form a contract between Chief Executive Women Limited (ABN 72 192 201 209) ("CEW") and you.

CEW Leaders Program Terms & Conditions

Definitions

Block – a three-day period of the CEW Leaders Program.

Cancellation – The Participant or the Employer chooses to withdraw the Participant's enrolment in the Program.

CEW Program Manager – The CEW staff member that attends all sessions of the Program as the Program Manager.

Enrolment Form – form completed by the Participant or their Employer to enrol in the Program.

Employer – the employer of the Participant enrolling in the CEW Leaders Program.

Facilitator – persons who facilitate the sessions of the Program, this may be either a CEW staff member or independent contractor of CEW.

Program - the CEW Leaders Program commencing on the date and location chosen by the Participant or their Employer in the Enrolment Form.

Program Calendar – Calendar of Programs for a financial year published on the www.cew.org.au website up to five months prior to the commencement of the financial year.

Program Fee – the \$8,400 fee charged by CEW for the Program which does not include GST.

Participant – the person who is named in the Enrolment Form for the CEW Leaders Program.

Participant Replacement – Person that an Employer chooses to enrol in the Program to replace the Participant who was named in the initial Enrolment Form.

Participant Transfer – The Participant named in the Enrolment Form, who transfers to a different Program date in the Program Calendar from the original chosen date of the Program.

Notice – a properly served Notice must be sent to the leadersprogram@cew.org.au email address.

1. Program Participation

- 1.1 The CEW Leaders Program is a six-day in-person program for women leaders run across two blocks of three days each, with the blocks approximately one to two months apart.
- 1.2 The calendar of Programs for each financial year in each location are available on the www.cew.org.au website up to five months prior to the start of each financial year.
- 1.3 The Participant agrees to attend all six days in sequence at the chosen location.
- 1.4 If a Participant commences the Program but is unable to attend a day or a block, the Participant forfeits that day or Block. A Participant Replacement cannot attend isolated days or Blocks.



2. Payment of Program Fee

- 2.1 The Program fee is \$8,400. This fee does not include GST.
- 2.2 A Tax Invoice will be issued for the Program Fee in either the Employer's name or the Participant's name as indicated on the Enrolment Form within two business days of enrolment.
- 2.3 The Program Fee is payable within 14 days of the invoice date.
- 2.4 The Program Fee must be paid in full by the Participant or their Employer *prior* to the Participant attending the first day of the Program and this requirement overrides clause 2.3 on payment terms. CEW retains the right to not allow the Participant to attend the Program if payment of the Program Fee has not been received.
- 2.5 The Program Fee can be paid by credit card, whereby a 1.295% surcharge will be charged.

3. Cancellations/Transfers by You

- 3.1 If the Participant cannot attend the Program and the Program has been invoiced to an Employer, CEW will allow the Employer to enrol a different participant in the Program on the same date and same location as the original Participant on payment of a Participant Replacement Fee of 10% of the Program Fee or \$840 at any time prior to the commencement of the first day. However, to ensure the best possible experience for the Replacement Participant, 7 days' notice prior to commencement of the first day is preferred to allow appropriate preparation to be completed by both CEW and the Replacement Participant. Note that catering for dietary requirements cannot be guaranteed if less than 48 hours' notice is provided to CEW.
- 3.2 If the Participant cannot attend the Program on the chosen date at the chosen location and clause 3.1 cannot be utilised, CEW will allow either of the following two options on payment of a Participant Transfer Fee that will be dependent on the number of days' notice the Participant or their Employer provides to CEW per the table below:
 - 3.2.1 Option 1 - the Participant to transfer to the next available program at the same location or to another location occurring within 12 months of the original Program; or
 - 3.2.2 Option 2 - the Employer to enrol a Participant Replacement in the next available program at the same location or to another location occurring within 12 months of the original Program

Notice Provided of Option 1 or 2:	> 60 days' Notice	> 30 days' notice, but < 60 days' Notice	< 30 days' Notice
% Fee	10%	50%	100%
Amount of Fee	\$840	\$4,200	\$8,400

- 3.3 If the Participant cannot attend the Program and the Participant or their Employer wishes to withdraw their enrolment in the Program, the following Cancellation Fee will apply dependent on the number of days' notice the Participant or their Employer provides to CEW per the table below:

Notice Provided:	> 60 days' Notice	< 60 days' Notice
% Fee	50%	100%
Amount of Fee	\$4,200	\$8,400

- 3.4 For CEW Scholar Recipients and RISE Participants, Program Transfers and Cancellation fees also apply as per figures in clauses 3.2 and 3.3.
- 3.5 A properly served Notice of a Cancellation, Participant Replacement or Participant Transfer must be notified by email to the leadersprogram@cew.org.au email address and the date and time of that email will be the determinant of the amount of Notice provided.

4. Cancellations/Transfers/Change of Format by CEW

- 4.1 If circumstances occur where CEW must cancel a Program due to unforeseen circumstances, the Participant will be offered enrolment in a replacement Program in the same location. If the Participant is unavailable for the replacement Program offered, a full refund will be made to the Participant of the Program Fee. CEW will not be responsible for any airfare, hotel or any other direct or indirect costs or losses incurred by the Participant in any circumstances.
- 4.2 Where the Program mode of delivery must change from an in-person event where the Participant is physically present at a venue with other participants to online or hybrid event due to an Australian federal or state government health order, clause 3 will continue to apply regarding any Cancellation, Participant Replacement or Participant Transfer. No reduced Program Fee will be offered for the change in the mode of



delivery.

5. GST

- 5.1 The Fees set out in this Agreement are exclusive of GST.
- 5.2 Where GST is imposed on a taxable supply made in connection with these Terms and Conditions and the recipient of that supply receives a Tax Invoice for that supply, the recipient must pay the GST to the supplier (without deduction or set-off) by the Tax Invoice due date.
- 5.3 Terms used in these Terms and Conditions that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth) have the same meaning given in that Act, unless the context makes it clear that a different meaning is intended.

6. Completion of the Program

- 6.1 Upon completion of at least 5 of the 6 full days of the Program, the Participant will be entitled to receive a digital certificate/badge signifying completion and become a member of the CEW alumna community called Connect Women.

7. No Guarantees or Warranty

- 7.1 CEW provides no guarantee or warranty to the Participant that any particular result will be achieved from completion of the Program. CEW will not be liable for refunding a Participant in regards to them not achieving a result they anticipated.

8. Feedback / Complaints Process

- 8.1 CEW provides a feedback form at the completion of each Program Block and encourages Participants to share their feedback so that CEW can continue to provide a rewarding experience to future participants.
- 8.2 While we expect that Participants will have a positive experience on the Program, if there is a complaint about any matter, it should be verbally raised with the Program Manager on site in the first instance. If the matter cannot be resolved, then the Program Manager will arrange verbal contact with the CEW General Manager of Programs. If the matter remains unresolved, the Participant will be requested to outline the matter in writing so that it can be fully understood and investigated by CEW. If the complaint is upheld and substantiated, the Participant will be offered enrolment in an alternative program if applicable. In the rare circumstances where CEW determines that compensation is payable, the Participant will be offered a refund of up to 50% of the Program Fee.



9. Conduct of Participant

- 9.1 The Participant will give their full attention in a diligent manner to the content and activities of the Program.
- 9.2 The Participant will act in a respectful manner towards the Facilitators, Program Manager and other participants at all times during the Program.
- 9.3 The Program welcomes all women regardless of their ethnicity, age, race, religion, disability or sexual orientation and regardless of their communication style, career path, life experience, educational background, geographic location, income level or marital status and requests that all Participants create and maintain an inclusive environment for all participants in the Program.
- 9.4 The Participant acknowledges that the Program is run to a time schedule in a group environment and there will be times when the Facilitator will need to close off discussion on a topic by a Participant.

10. Privacy

- 10.1 All personal information collected from the Participant will be handled and stored in accordance with the CEW Privacy Policy and the Participant agrees by enrolling in the Program that they agree to the terms of the CEW Privacy Policy.

11. Intellectual Property

- 11.1 Materials and content provided to Participants of the Program are subject to copyright. You may only use the materials and content for your own private non-commercial use. No part of the materials and content covered by copyright should be copied, reproduced, modified, distributed, transmitted, or republished in any form.

12. Photograph, Video & Social Media Consent

- 12.1 Photographs and videos may be taken throughout the Program for use on CEW social channels and/or marketing material. By attending the Program sessions, the Participant grants CEW permission to take photos and videos of them throughout the Program and utilise these photos and videos in CEW materials and on social channels. The Participant may request to opt out of photography, filming by notifying the Program Manager.

13. General

- 13.1 These Terms and Conditions represent the entire agreement between CEW and the Participant and any prior correspondence ceases to have any effect.



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- 13.2** These Terms and Conditions will be governed by the laws of New South Wales. The Participant submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.
- 13.3** The Participant acknowledges that in entering into these Terms and Conditions it has not relied on any representations or warranties about its subject matter except as contained herewith.