

COMMERCIAL TRAINING SERVICES AGREEMENT

This Agreement is made on [Date of Learner Enrolment or Course Fee Payment]

BETWEEN

Best Orthodontic Seminars and Sessions Pty Ltd (ABN: 96 618 065 400), trading as *The Digital Orthodontic College*, (“the Provider”)

AND

[Insert Business Name and ABN], (“the Business Client”)

1. PURPOSE

This Agreement sets out the terms and conditions under which the Provider agrees to deliver accredited training and assessment services for the qualification *10905NAT Graduate Diploma of Digital Orthodontic Treatments* to staff or practitioners nominated by the Business Client.

2. TERM

This Agreement commences on the date of signing and continues until all enrolled training services are completed (18 months), unless extended or terminated earlier in accordance with this Agreement.

3. SERVICES

The Provider agrees to:

- Deliver nationally recognised training and assessment for the agreed qualification;
 - Provide Participants access to all necessary resources, learning materials, and student support;
 - Maintain compliance with the **Standards for RTOs 2025** and applicable training package requirements;
 - Issue AQF certification to Participants upon successful course completion.
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4. FEES, INVOICING AND REFUNDS

4.1 All course fees and charges are set out in the provided course fee invoice

4.2 Invoices will be issued to the Business Client prior to enrolment confirmation.

4.3 Payment is due within 7 days unless otherwise agreed.

4.4 As per SRTO 2025, **prepaid fee protection does not apply** to funds paid by an employer or business entity on behalf of their staff. These commercial arrangements are governed solely by this Agreement.

4.5 No cooling off period applies and full refunds are not available once training has commenced, except where the Provider cancels or discontinues the course.

4.6 The terms of this Agreement incorporate and are subject to the Provider's **Fee and Refund Policy**, as published at <https://digitalorthodonticcollege.com/policies/fees-and-refund-policy/>, which forms part of this Agreement. By entering into this Agreement, the Business Client acknowledges and agrees to be bound by the current version of that policy.

5. ENTRY REQUIREMENTS

It is the responsibility of the Business Client to ensure each Participant:

- Holds a Bachelor of Dentistry (or equivalent);
 - Is registered with the relevant Dental Board or Council during the enrolment period;
 - Operates under a registered dental business structure (e.g. sole trader with ABN, company or trust);
 - Meets all language and prerequisite requirements as outlined by the Provider.
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6. WITHDRAWALS AND SUBSTITUTIONS

6.1 Before course commencement, the Business Client may substitute a nominated Participant with written notice.

6.2 No substitutions are permitted after course commencement unless agreed in writing by the Provider.

7. TERMINATION

7.1 Either party may terminate this Agreement with 30 days' written notice.

7.2 The Provider may terminate this Agreement immediately for serious breach (e.g. non-payment, misconduct, or false declarations).

8. LIABILITY AND WARRANTIES

8.1 To the extent permitted by law, the Provider excludes all liability for indirect, special, or consequential loss.

8.2 Nothing in this Agreement limits any rights available under the **Competition and Consumer Act 2010 (Cth)**, including protections for small businesses under the **unfair contract terms** regime.

9. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the **laws of New South Wales and the Commonwealth of Australia**.

Where one party qualifies as a small business or sole trader, the Agreement acknowledges the applicability of relevant **Australian Consumer Law provisions**, including those governing unfair contract terms.

The parties agree to submit to the **non-exclusive jurisdiction** of the courts of New South Wales for any disputes arising under this Agreement, even where training is delivered online or to parties outside NSW or Australia.

10. CONFIDENTIALITY

Each party agrees not to disclose confidential information relating to this Agreement or the Participants except as required by law or regulatory obligation.

11. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties. No other representations or warranties shall apply unless set out in writing and signed by both parties.

12. EXECUTION

This Agreement is deemed to be accepted and binding upon the Business Client upon **payment of course fees or commencement of any part of the training services**, whichever occurs first. Such actions shall constitute confirmation that the Business Client has read, understood, and agreed to the terms and conditions set out in this Agreement.