

## HOURGLASS TIME EDUCATION PTY LTD

### Terms & Conditions of Service

ABN: 97 677 118 535

Effective Date: [Insert Date]

## 1. Agreement Overview

These Terms and Conditions apply to all services provided by Hourglass Time Education Pty Ltd (“HGT”, “we”, “us”, “our”) to the client (“you”, “your”).

By accepting a proposal, quote, or engaging our services, you agree to these Terms and Conditions.

## 2. Services

We deliver professional consultancy services within the early childhood education sector, including (but not limited to):

- Mock Assessments & Compliance Audits
- Service Support Visits
- Coaching and Mentoring Sessions
- Professional Development
- HGT Quality Partnerships
- Preschool Boost Programs
- Online programs, digital courses, and downloadable resources

All services will be delivered in accordance with the agreed proposal, scope, and timeline.

Any additional services or variations outside the agreed scope may incur additional fees and will be confirmed in writing.

## 3. Fees & Payment

- Fees are outlined in your proposal and/or invoice
- All amounts are **exclusive of GST** unless otherwise stated
- Payment terms are **14 days from invoice date**, unless otherwise agreed

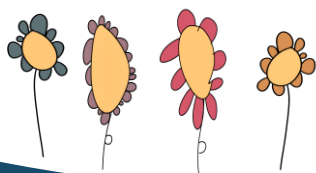
We reserve the right to:

- Suspend or delay services where payment is overdue
- Restrict access to digital platforms until payment is received
- Charge reasonable administrative or recovery costs associated with outstanding accounts

## 4. Cancellations, Rescheduling & Travel

We understand that circumstances change and aim to work flexibly with our clients.

- Cancellations must be made **at least 7 days prior** to the scheduled service
- Cancellations within **7 days** may incur a **50% fee**
- Cancellations within **48 hours** may incur **100% of the service fee**



Where applicable:

- Any **travel or accommodation costs already incurred** will be charged in full

We reserve the right to reschedule services due to unforeseen circumstances and will provide notice as soon as practicable.

## 5. Client Responsibilities

To support effective service delivery, you agree to:

- Provide accurate and timely information
- Ensure access to relevant documentation, systems, and staff
- Engage in agreed actions and follow-up processes

HGT's role is to **guide, coach, and provide expert recommendations**. Outcomes are influenced by implementation, and we are not responsible where recommendations are not actioned.

## 6. Confidentiality & Privacy

We are committed to maintaining the confidentiality of all information shared.

- All information exchanged during service delivery will be treated as confidential
- Information will only be disclosed where required by law or with consent

We handle personal and sensitive information in accordance with our Privacy Policy and relevant legislation, including the **Privacy Act 1988 (Cth)**.

Given the nature of our work, particular care is taken with any information relating to **children, families, and staff**.

## 7. Intellectual Property

All materials, tools, frameworks, resources, and methodologies provided by HGT (including but not limited to reports, templates, and training content) remain the intellectual property of Hourglass Time Education.

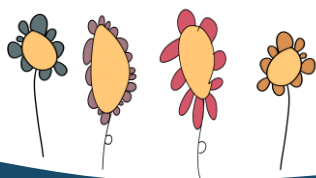
This includes (but is not limited to):

- Reports and audits
- PowerQIPing™ and HGT methodologies
- Training materials and presentations
- Workbooks, templates, and guides
- Digital course content and recordings

You are granted a **limited, non-transferable licence** to use these materials within your service only.

You must not:

- Photocopy, scan, reproduce, or distribute materials beyond your service
- Upload materials to shared or public platforms
- Modify, rebrand, or adapt materials for external use
- Use materials for training outside your organisation



## 8. Digital Products, Online Programs & Licence Use

Where you purchase access to an online program, training, or digital resource:

- Access is limited to the number of users/licences purchased
- Access is granted for the specified duration only (e.g. course period or access window)
- Access must not be shared beyond your service or authorised users

You must not:

- Share login details across multiple services or unauthorised users
- Record, copy, screen-share, or redistribute program content
- Use content for external training or commercial purposes

Additional licences must be purchased where required.

All purchases are non-transferable between services, organisations, or individuals unless agreed in writing.

## 9. Independent Contractor

HGT operates as an independent contractor. Nothing in this agreement creates a relationship of employment, partnership, or agency.

## 10. Outcomes & Professional Advice

Our services are designed to support quality improvement, compliance, and leadership growth.

However:

- We do **not guarantee specific outcomes**, including Assessment & Rating results
- Responsibility for implementation remains with the service

All advice is provided based on information available at the time and in alignment with current regulatory expectations.

## 11. Service Quality

We are committed to delivering services and products to a high professional standard.

If you believe a service or product has not been delivered as agreed, you must notify us in writing within **7 days** of delivery.

We will review the concern and work with you to determine a reasonable resolution.

## 12. Liability

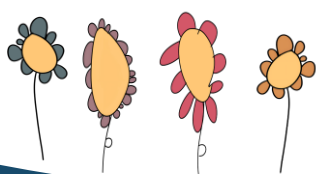
To the extent permitted by law:

- HGT is not liable for any indirect, incidental, or consequential loss
- Our total liability is limited to the **total fees paid for the services**

You agree to indemnify HGT against claims arising from:

- Your implementation or non-implementation of advice
- Inaccurate or incomplete information provided to us

Nothing in this agreement excludes your rights under the **Australian Consumer Law**.



## 13. Insurance

We maintain appropriate **professional indemnity and public liability insurance**.

You are responsible for maintaining insurance relating to your:

- Service operations
- Staff
- Premises

## 14. Conflict of Interest

We will disclose any actual or potential conflict of interest and take reasonable steps to manage it appropriately.

## 15. Termination

Either party may terminate this agreement with **14 days written notice**.

Upon termination:

- Fees for services delivered up to the termination date remain payable
- Any committed or scheduled services may be invoiced accordingly

## 16. Non-Solicitation

During the engagement and for a period of **6 months following completion**, you agree not to:

- Directly engage or solicit HGT consultants outside of this agreement

## 17. Force Majeure

We are not liable for any delay or failure to perform services due to events beyond our reasonable control, including but not limited to:

- Illness
- Travel disruption
- Government restrictions
- Natural events

## 18. Variations

Any variation to these Terms and Conditions must be agreed to in writing by both parties.

## 19. Governing Law

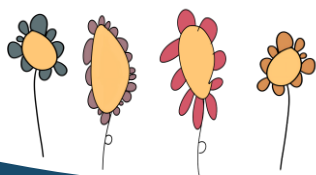
These Terms and Conditions are governed by the laws of **South Australia**.

Any disputes not resolved within 14 days will be referred to arbitration in accordance with the **Commercial Arbitration Act 1986 (SA)**.

## 20. Commitment to Quality & Child Safety

At Hourglass Time Education, our work is grounded in a commitment to:

- Elevating quality across the sector



# HGT Terms and Conditions

- Supporting safe, compliant, and reflective practice
- Upholding child safety as a shared responsibility

We partner with services not just through compliance, but through **connection, coaching, and curiosity.**

## 21. Acceptance Clause

By accepting our proposal, invoice, or purchasing a product or service, you acknowledge that you have read and agree to these Terms and Conditions.

