



The Adaptive Advantage - Terms and Conditions of Service

Current at 13 November 2024

Please note that all work undertaken by The Adaptive Advantage is subject to the following conditions. By engaging and paying for services you agree to abide by the following. For further information contact Kate on kate@katechristiansen.com.au

1. Scope and Description of Services

The Adaptive Advantage Pty. Ltd. provides services that include facilitating workshops, consulting, mentoring, and keynote speaking on complex problem-solving, strategy, change management, navigating uncertainty, and leadership.

2. Payment

Bookings will be confirmed upon receipt of the Client's signed acceptance of the proposal. For first-time clients, necessary setup forms for finance/purchase orders must be submitted to The Adaptive Advantage Pty. Ltd. within 48 hours of acceptance.

If required, The Adaptive Advantage Pty. Ltd. must be registered in the Client's procurement system, and a purchase order issued before the engagement begins. Payment (including GST) is due within 14 days of the final deliverable specified in the proposal or statement of work. If the Client operates on a longer payment term (e.g., 30 or 60 days), an invoice will be issued upon approval of the purchase order.

Payment Details:

The Adaptive Advantage Pty Ltd ACN 608 940 441
Commonwealth Bank of Australia
BSB: 063188
ACCT NO: 10487658
BIC/SWIFT CODE: CTBAAU2S

For payment inquiries, please contact Bo at 0434 774 1453.

3. Satisfaction Guarantee

The Adaptive Advantage Pty Ltd is committed to

delivering high-quality services. If the Client believes the promised services were not delivered, they may request a refund and will not be liable for outstanding amounts. To qualify, the Client must notify The Adaptive Advantage Pty. Ltd. within 48 hours of receiving the final deliverable. All materials related to the engagement must be deleted or returned, and any further use will breach copyright.

4. Postponement and Cancellation of Program

4.1 Postponement

If the Client wishes to change the program date, they must notify The Adaptive Advantage Pty. Ltd. in writing at least 14 days before the scheduled date. Both parties will then agree on a new, mutually convenient date.

4.2 Cancellation

Cancellations must be made in writing at least 14 days before the program start. In such cases, The Adaptive Advantage Pty. Ltd. will retain the initial payment. Cancellations made within 14 days of the program require payment of the full program fee. If The Adaptive Advantage Pty. Ltd. postpones a program due to unforeseen circumstances, the Client will be offered alternative dates.

5. Changes to Agreed Delivery Format (Online, Face-to-Face, Hybrid, Number of Attendees)

Programs are custom-designed based on the Client's needs and outcomes. If the Client wishes to change the agreed delivery format, they must discuss this with The Adaptive Advantage Pty. Ltd. Any changes may incur additional fees and impact the timeline.

6. Intellectual Property

The Adaptive Advantage Pty. Ltd. retains ownership of all intellectual property in the program content. No audio or video recordings, reproductions, or photocopies of the materials are allowed without prior written consent from The Adaptive Advantage Pty. Ltd.

7. Use of Photographs

Photographs may be used during programs to capture information and link documented outputs to the event. Participants will be informed when photos are taken, and those who prefer not to be included can step aside.

8. Confidentiality

Both parties agree to respect the confidentiality of any proprietary or sensitive information shared during the engagement. Neither party will disclose, share, or use such information for any purpose other than its intended use.

9. Travel and Accommodation Expenses

For programs outside Melbourne Metropolitan Area, travel and accommodation expenses will be agreed upon in advance. The Client will reimburse these expenses within seven days of receiving an invoice unless otherwise specified. For flights exceeding 8 hours, business class is required for Kate Christiansen.

10. Insurance

Both parties will maintain relevant professional indemnity and public liability insurance throughout the engagement.

11. Limitation of Liability

The Adaptive Advantage Pty. Ltd. disclaims all liability for any loss or damage connected with its programs, except as required by law. Liability is limited to the price (excluding GST) of the program where the loss or damage occurred. This clause does not limit statutory rights where applicable.

12. Miscellaneous

This Agreement, which includes the Client's signed acceptance and the terms outlined here, supersedes any prior agreements regarding the programs listed in the Statement of Work. Any amendments must be agreed upon in writing by both parties. Failure by The Adaptive Advantage Pty. Ltd. to enforce any part of this Agreement does not constitute a waiver of future breaches or violations.

13. Governing Law

This Agreement is governed by the laws of the State of Victoria.