



Terms and Conditions of the Institute for Chronically Traumatized Children's Services

These terms and conditions apply to all contracts between the Institute for Chronically Traumatized Children and the customer in regards to workshops, training, supervision and consultation, formal and informal, and all agreements in regards to purchasing materials.

Service definition

The ICTC offers the following services: workshops, training, supervision and consultation which can be delivered face to face or online. Customers can also purchase recordings of workshops and training, and books.

Agreement

Registration for workshops and training is performed through the online service Tickettailor on our website. Customers are required to pay directly after registration to finalise the registration process.

Registration for consultation or supervision is done via email. Customers receive an invoice via the accounting system Xero and after payment the registration is finalized.

Purchase of access to recorded training is done through the online service Tickettailor on our website. Customers are required to pay directly after registration to receive the link to the recording which is valid for a limited period. This link is personal and cannot be shared with others. When this link is accessed from another device, this will automatically block the link. Customers are strictly prohibited from recording or broadcasting audio or video or any part of this session. By clicking on the link, the customer affirms that they will not, in any form, record any part of the training.

Purchase of books is done via email. Customers receive an invoice via the accounting system Xero and after payment the purchase is finalized and the book(s) will be sent via the mail or the access to the eBook(s) is sent via email.

Payment

Invoices sent via Xero must be paid via bank transfer. The processing of the payment may take a few days. Customers then receive a tax receipt via email. If an invoice is not paid after the service, the ICTC has the right to charge the customer with the interest and any (legal) costs made to ensure the payment is made.



The ICTC uses Tickettailor for registration and payment of services purchased through our website. Customers are required to register and pay at the same time.

Once you complete your registration and payment you will receive an email confirmation of your registration together with a receipted Tax Invoice from Tickettailor. Tickettailor offers payment via Stripe, Paypal and Applepay. Your bank or creditcard statement will show a charge to ICTC Struik. The ICTC is registered for GST. The ICTC does not charge GST to non-Australian customers.

Changes, Cancellation and Refund Policy

Cancellation by customers

Customers purchasing a recorded webinar or eBook cannot receive a refund after the link with access to the recording has been sent or the code with access to the eBook has been used. By accepting these terms and conditions customers agree to waive the cooling off period.

Customers purchasing a book can receive a refund minus the costs for postage, after the book is sent back and received as in new conditions.

For face to face and online workshops and training, supervision and consultation refunds are given for cancellations received in writing or email more than 60 days before the workshop start date, less a \$50.00 administration fee per person. Cancellations made within 59 and 21 days of the scheduled start date of the workshop are given 50% refund. Cancellations made within 20 days of the scheduled start date of the workshop are not refundable, but may be transferred in full to one other person to attend the same workshop. We must be advised of the full details of your substitute person prior to the start of the workshop and you must pass onto this person all materials that you have received. Refunds cannot be made for non-attendance, for whatever reason.

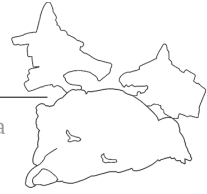
Changes and cancellation by the ICTC

The ICTC reserves the right to make any reasonable changes to any events, programs or workshops, such as but not limited to cancel, reschedule or change a face-to-face workshop or training into online, change the venue of the event as well as the substitution of an alternative presenter if the advertised presenter is not available, without notice at any time. This can be done for reasons such as but not limited to: pandemic restrictions or safety or the trainer and customers, other disasters, sudden unavailability or a trainer or not having sufficient registrations that meet the minimum number.

In the event that a workshop presenter is unable to complete a workshop or training, then the ICTC reserves the right to substitute another experienced presenter to complete the training. In the event of any changes, we will attempt to contact you at the earliest opportunity using the contact information supplied by you at the time of booking. It is your responsibility to ensure these details are accurate and to regularly check your website for any notification of changes.

In case of cancellations registrants will receive a full refund. The ICTC will not be responsible for any cost other than any payment for workshop or training registration.

In case of rescheduling, registrants have the right to cancel and receive a refund less a \$50.00 administration fee per person. In case of changing a face-to-face workshop or training into online, registrants do not have the right to cancel.



Public Liability Insurance Policy

The ICTC's public liability insurance covers the presenter(s) and registered attendees at Face to Face ICTC events, except events physically held in Canada and the USA. Only those attendees who have registered via the ICTC's registration process will be covered by our public liability insurance policy.

Privacy

The ICTC handles the personal information provided by customers according to our privacy policy 2021. By accepting the Terms and Conditions you are accepting this Privacy Policy, and you are consenting to our collection, use, disclosure, retention, and protection of your personal information as described in this Privacy Policy.

Equal Access

Any person with specific needs as a result of a disability who wishes to attend one of our trainings can seek clarification on the facilities from the ICTC (ictc@ariannestruik.com) or alternatively, please contact the training venue directly.

Intellectual property

The ICTC hold the intellectual property for the content of trainings and workshops and the materials. Participants are not allowed to use any materials for other than personal use or to copy or distribute to others. Sleeping Dogs® is a registered trademark and only certified Sleeping Dogs trainers can provide training and supervision on the Sleeping Dogs method.

Grievance process

Should any participant or trainee have questions, concerns or complaints, they should contact either the trainer who presented the workshop and/or the ICTC via ictc@ariannestruik.com. The ICTC will send a written response to these questions, concerns or complaints within 15 business days. Any ethical concerns can be directed to AHPRA (the Australian Health Practitioner Regulation Agency) at www.ahpra.gov.au.

Changes to the terms and conditions

The ICTC intends to develop and enhance its services continuously and we will update these Terms and Conditions from time to time as required. The new version (the current version date is reflected in the footer) will take effect immediately. We can change these Terms and Conditions at any time by posting the updated terms to the Site. The updated terms will take immediate effect. We will also keep prior versions of these Terms and Conditions archived. We encourage you to check this page regularly and review any updates.



Privacy Policy of the Institute for Chronically Traumatized Children (ICTC)

This Privacy Policy outlines our practices relating to the collection, use, disclosure and storage of your personal and sensitive information. Personal and sensitive information relates to information about an individual that makes the identity of an individual reasonably apparent. Unless you give us explicit consent otherwise, we will act in accordance with this Privacy Policy with regard to our collection and use of your personal and sensitive information.

Our commitment to your privacy

The Institute for Chronically Traumatized Children (ICTC), PO box 407, Agnes Water QLD 4677 Australia. Email: ictc@ariannestruik.com is responsible for handling your personal information. We are committed to keeping the personal and sensitive information you provide to us secure. We take all reasonable precautions to protect the personal and sensitive information we hold about you from misuse and loss and from unauthorised access, modification or disclosure.

The information we collect or receive

Online registration

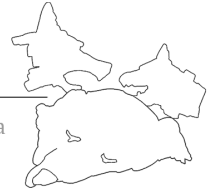
The ICTC uses the Tickettailor Service for registration and payment. Tickettailor processes the customers' and event attendees' personal information solely on the ICTC's behalf (as "processor") and does not have the right to use information. Please view here Tickettailor's privacy policy https://www.tickettailor.com/privacy-policy/#information_we_may_collect

The ICTC can access customers information through a personal Tickettailor account. We use the information to enable you to attend the workshop such as to confirm your eligibility to attend our workshop (e.g. Registered Health Professional status), to provide you with the following: workshop details, pre-workshop materials, personalised workshop materials, post-workshop follow up information. Participants information is uploaded into a dropbox folder to enable remote access by the ICTC's trainer and secretary to generate attendees lists or certificates of attendance.

Storage

After the workshop or training, hardcopies with personal information are destroyed and the file is removed from dropbox. The customers information is removed from Tickettailor and stored on the ICTC's computer and 2 backup harddrives.

Payment



Customers can chose to use Stripe or Paypal for payment processing and personal information such as credit card details is dealt with according to their privacy policies. Ticket Service generates a tax receipt with the customers name and address but does not have access to credit card or banking details. The ICTC does not have access to credit card or banking details.

Registration via email

When customers register via email or outside the Tickettailor platform, their information is stored in dropbox and dealt with in the same way. An invoice is generated through the accounting system Xero and this invoice is paid via bank tranfer. The customer's name and address is then stored in Xero and after payment Xero generates a receipt.

Email

Personal information shared via email regarding training or workshops is only stored until the matter discussed is dealt with and then deleted. The ICTC uses an Outlook emailaccount.

Mailing

Periodically, the ICTC sends out mailings. If you have provided the ICTC with your consent to keep you informed about future workshops and training, the ICTC will upload name and email address and country of residence into the ICTC's Mailchimp account. This information is not shared with others than the director and secretaries of the ICTC. If you wish to opt out you can use the button in the mailing to ensure this becomes effective or email the ICTC via ICTC@ariannestruik.com.

Storage

Your information is stored solely to enable us to keep our agreement, except when legally required, for example for tax purposes.

Customers information about workshop, training and supervision is kept for 15 years to enable customers to receive for example a replacement Certificate of Attendance.

Customers information in Xero regarding payment processing is stored for 7 years according to tax regulations.

Personal information of which the storage term has passed or which is no longer needed, will be destroyed.

Safety

We will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be carried out by third parties over encrypted connections using SSL technology. The ICTC's freelancers and employees only use protected wifi networks.

Service providers with access to your personal information are according to their contracts, obligated to handle your information confidentially and safely.



Freelancers, such as trainers and secretaries working for the ICTC sign a confidentiality agreement.

Mobile phones, computers and backup hard drives are protected by a password. When a usb stick is used it is protected by a password and the data are deleted after use. Passwords to access phones, email, the computer and backup hard drive are not automatically filled in or stored and changed periodically. The backup hard drives are stored in a locked filing cabinet inside the ICTC's offices in two separate locations.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your data transmitted to our site and any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Sharing your information

We will only disclose your personal and sensitive information in the following circumstances:

- when we have your consent;
- to third parties where necessary for us to provide our services to you, or where you have expressly asked us to do so for the purposes of them or us providing further services. These third parties may include, without limitation, banks and payment processors;
- to comply with any law enforcement agency, judicial proceeding, court order, or legal process in any jurisdiction that is investigating any breach or suspected breach of any law in any jurisdiction regarding your identity or other personal and sensitive information provided by you to us;
- where disclosure is reasonably necessary to enforce our agreements with you or any rights we have, including investigation of potential violations, or to detect, prevent, or investigate a matter relating to security, fraud or other technical issues;
- where disclosure is reasonably necessary to protect the ICTC's rights or intellectual property or to protect the safety of the ICTC's employees, users or the public as required or permitted by law; or
- where we are otherwise permitted by law to disclose your personal and sensitive information.

Unless explicitly provided for otherwise in this Privacy Policy, this Privacy Policy only applies to the way we use, store, maintain or disclose the personal data we collect from you. We have no control over the privacy policies of third parties that may apply to you.

How you may access your information

Copies of your personal and sensitive information which we hold may be reasonably requested by contacting us via email at ictc@ariannestruik.com. We may charge you for the costs for this or refuse, in our sole discretion, to provide you access to your personal and



sensitive information which we hold, where such refusal is permitted by the *Privacy Act 1988* (Cth), the Privacy Principles, the GDPR or any other law.

Contacting us

If you have any queries in relation to this Privacy Policy, or if you would like to request access to your personal and sensitive information or have a complaint about a breach of privacy, then please contact us at ictc@ariannestruik.com Alternatively, any person may make a complaint to the Privacy Commissioner.

The Office of the Australian Information Commissioner may be contacted on

Tel: 1300 363 992

E-mail enquiries@oaic.gov.au

or postal address at:

GPO Box 5218

Sydney NSW 2001

or online at: www.oaic.gov.au.

Changes to this Privacy Policy

The ICTC intends to develop and enhance its services continuously and we will update this Privacy Policy from time to time as required. We can change this Privacy Policy at any time by posting the updated terms to the Site. The new version (the current version date is reflected in the footer) will take effect immediately. We will also keep prior versions of this Privacy Policy archived. We encourage you to check this page regularly and review any updates to this Privacy Policy.

For more information about privacy issues in Australia and protecting your privacy, visit the Federal Privacy Commissioner's website.