



## I CAN NETWORK LTD CANCELLATION POLICY

	Date	Approver
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Below is the I CAN Network Ltd Cancellation Policy. If you have queries under the Policy please contact I CAN Accounts at [accounts@icannetwork.com.au](mailto:accounts@icannetwork.com.au)

### CONTENTS

Schedule 1	I CAN Online Program	Page 1
Schedule 2	I CAN Online Program: School Holidays	Page 2
Schedule 3	I CAN School® Program Services	Page 3
Schedule 4	I CAN Speaking Engagements	Page 5
Schedule 5	Sponsorship of I CAN Events	Page 5
Schedule 6	Camp Program	Page 5

### SCHEDULE 1: I CAN ONLINE PROGRAM

#### **No charge if notice of cancellation is given 10 days prior to commencement of Session #1**

I CAN Network will not charge the participant if they provide notice of cancellation 10 days prior to commencement of the Online Group Mentoring start date.

#### **\$125 AUD administrative fee if notice of cancellation with less than 10 days notice**

If less than 10 days notice has been given to withdraw completely from the Online Group Mentoring program an administration fee of \$125 will be payable.



### **\$125 AUD administrative fee if notice of cancellation given after Session #1**

Participants who withdraw from the Online Group Mentoring Program within 48 hours after Session #1 (participant has either completed the first session or did not attend but did not provide 10 days notice) will incur a \$125 administration fee.

### **Full \$285 AUD charge applied if notice of cancellation given 48 hrs after Session #1**

Participants who withdraw 48 hours after Session #1 will be required to pay the full amount (\$285).

Participants who miss a single session will forfeit that session and no refund or reduction in invoice amount will apply.

### **Missed sessions (partial attendance)**

If the participant misses a session, you are still required to pay the cost and you will not be offered a discount or a replacement session.

If you do not contact us within the prescribed time limits as listed above and do not attend any sessions you are still liable for the cost due to us having to pay staff and running of the program.

## **SCHEDULE 2: I CAN ONLINE PROGRAM (SCHOOL HOLIDAYS)**

### **No charge if notice of cancellation is given 5 days prior to commencement of Session #1**

I CAN Network will not charge the participant if they provide notice of cancellation 5 days prior to commencement of the Online Group Mentoring start date.

### **\$125 administrative fee if notice of cancellation with less than 5 days notice**

If less than 5 days notice has been given to withdraw completely from the Online Group Mentoring program an administration fee of \$125 will be payable.

### **\$125 administrative fee if notice of cancellation given after Session #1**

Participants who withdraw from the Online Group Mentoring Program within 24 hours after Session #1 (participant has either completed the first session or did not attend but did not provide 5 days notice) will incur a \$125 administration fee.



### **Full \$285 charge applied if notice of cancellation given 24 hrs after Session #1**

Participants who withdraw after 24 hours after Session #1 will be required to pay the full amount (\$285). Please note for NDIS participants, a cancellation fee can be claimed against a participant's plan for the full amount.

Participants who miss a single session will forfeit that session and no refund or reduction in invoice amount will apply.

### **Missed sessions (partial attendance)**

If the participant misses a session, you are still required to pay the cost and you will not be offered a discount or a replacement session.

If you do not contact us within the prescribed time limits as listed above and do not attend any sessions you are still liable for the cost due to us having to pay staff and running of the programs.

### **Note for NDIS Participants:**

A cancellation fee may be charged against a participant plan and the full program fee can be claimed even if there is no attendance.

If the participant misses a session, you are still required to pay the cost. If you do not contact us within the prescribed time limits as listed above and do not attend any sessions you are still liable for the cost.

If you are unable to draw from NDIS funds for whatever reason, you will be personally responsible for the costs of the program.

## **SCHEDULE 3: I CAN SCHOOL® PROGRAM SERVICES**

The below provisions will also be included in the service agreement between I CAN Ltd and the school.

### **Postponement of an I CAN School® service**

Either Party may postpone a speaking engagement or group mentoring session outlined in the relevant I CAN Program at any time, provided written notice is given to the other Party at least 48 hours before 9.00AM on the scheduled date for the performance of the relevant service.

### **Undelivered Services (speaking engagements and group mentoring sessions)**



The Parties acknowledge and agree that it is intended that all speaking engagements or group mentoring sessions will be delivered within the Services Period in accordance with the relevant I CAN Program.

However, if for any reason (including the early termination of this Agreement or the cancellation of the Services in full or in part), group mentoring sessions or packaged speaking engagements are not delivered prior to the expiry of the Services Period, I CAN must refund to the Customer the portion of Fees that relate to the undelivered services. As part of this process, I CAN will provide the Customer with an online Refund Form in which the Customer has 30 days to choose to either receive a refund or receive a credit for the delivery of the remaining I CAN program at a later date, subject to the issuing of a new service agreement.

If the Customer does not provide I CAN with an online Refund Form within 30 days of it being sent to them, all undelivered sessions and speaking engagement will be forfeited.

### **Termination or Cancellation**

- (a) Either Party may:
  - (i) terminate this Agreement; or
  - (ii) cancel the Services in full or in part,at any time by giving written notice to the other Party.
- (b) If this Agreement is terminated by I CAN or I CAN cancels the Services in full or in part, the Customer must pay for any sessions that have been delivered to the extent the same have not already been paid for in accordance with this Agreement.
- (c) If this Agreement is terminated by the Customer or the Customer cancels the Services in full or in part less than 48 hours before the date any service has been scheduled (working backwards from 9.00AM on the scheduled date), the Customer must pay I CAN for the relevant service to the extent the same have not already been paid for and will not be entitled to any refund of the relevant service in accordance with the process outlined under 'Undelivered Sessions' (see above). The Customer may also be liable to pay any additional cancellation fee in accordance with the I CAN Network Ltd Cancellation Policy (this document) provided by I CAN to the Customer on or about the Execution Date.
- (d) If this Agreement is terminated by the Customer or the Customer cancels the Services in full less than 7 days before the Commencement Date, the Customer must pay I CAN a termination fee of \$500.
- (e) On termination, neither Party will be liable to the other Party for any loss arising from such termination, provided that a termination or expiry of this Agreement does not



affect a Party's rights, remedies or obligations which accrued prior to the date of termination or expiry.

## **SCHEDULE 4: I CAN SPEAKING ENGAGEMENTS**

Speaking engagements which are delivered as part of an I CAN School® package of services are covered by Schedule 3 (above) of this Cancellation Policy. They are not covered by Schedule 4.

Customers of I CAN Network Ltd's speaking services which do not form part of an I CAN School® package of services are advised to please refer to their service agreement for information about termination of a speaking engagement. Please note that speaking engagements cancelled within seven business days of their scheduled date, will be charged a termination fee of 25% for each applicable engagement.

## **SCHEDULE 5: SPONSORSHIP OF I CAN EVENTS**

Cancellation of Sponsorship must be notified in writing to [chris@icannetwork.com.au](mailto:chris@icannetwork.com.au)

Any cancellations that occur after sponsorship branding has been used in public promotions (including newsletters, websites, social media, etc) will not be refunded.

Cancellations made within 14 business days of the execution of this agreement and prior to the Sponsor's branding being used in public promotions will receive a refund less a 25% cancellation fee.

## **SCHEDULE 6: CAMP PROGRAM**

The policy takes effect from the date of registration forms being sent to the family.

The I CAN Network requires 14 days notice of cancellation to provide a full refund of money paid, less a 20% administration fee. This notice must be provided by email.

A 30% refund will be provided for notice with less than 14 days notice (up until 7 days prior). This incorporates all I CAN Network's administration fees. This notice must be provided by email.

No refund will be provided for cancellation with less than 7 days notice, unless there are medical reasons that necessitate cancellation. In this instance, a medical certificate must be



provided. Medical reasons will not necessitate cancellation if they fall directly within 24 hours of the event.

This will differ if the participant has been offered a spot from the event waiting list. Final payment must be made within 24 hours or you forfeit your spot.