



# 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 4
Schedule 4	I CAN Speaking Engagements	Page 5
Schedule 5	Sponsorship of I CAN Events	Page 6

## SCHEDULE 1: I CAN ONLINE PROGRAM

### 1.1. No charge if notice of cancellation is given 14 days prior to the commencement of Session #1

I CAN Network will not charge the participant if they provide notice of cancellation 14 days prior to commencement of the Online Group Mentoring start date.

### 1.2. \$194 AUD administrative fee if notice of cancellation given with less than 14 days notice

If less than 14 days notice has been given to withdraw completely from the Online Group Mentoring program, an administration fee of \$194 AUD will be payable.



### **1.3. \$194 AUD administrative fee if notice of cancellation given within 48 hours of 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 14 days notice) will incur a \$194 administration fee.

### **1.4. Full \$388 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 of \$388.

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

### **1.5. 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 both pay staff and pay for the running of the programs.

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

### **2.1. No fees will be incurred if a cancellation notice is received 14 calendar days before the start of Session #1.**

I CAN Network will waive the participant's fee if they provide a 14-day notice of cancellation before the start date of the I CAN Online Group Mentoring Program.



## **2.2. There will be an administrative fee of \$145 applied for any cancellations made with less than 14 calendar days' notice.**

If a participant requests to withdraw completely from the I CAN Online Group Mentoring program less than 14 days before the first session, an administration fee of \$145 will be charged.

## **2.3. A \$145 administrative fee will be charged if a notice of cancellation is provided within 12 hours from the end of Session #1.**

Participants who choose to withdraw from the I CAN Online Group Mentoring Program within **12 hours after the end of Session #1** (regardless of whether they attended or completed the session) will be charged a \$145 administration fee.

## **2.4. A cancellation fee of \$291 will be applied if a notice of cancellation is provided 12 hours after Session #1.**

Participants who withdraw from the program after Session #1 and do not do so within 12 hours from the end time of Session #1 will be charged the full fee of \$291.

It is important to point out that NDIS participants have the option to claim a cancellation fee for the full amount from their plan.

Any participant who misses a session will lose the opportunity to attend that session and will not receive a refund or reduction in the invoice total.

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

If a participant is unable to attend a session, the cost is still expected to be paid, and no discounts or makeup sessions will be provided.

If you fail to notify us within the specified time limits and do not attend any sessions, you are still responsible for covering the cost, as we have incurred expenses for staffing and program operations.

## **2.6. Note for NDIS Participants:**

A cancellation fee may be applied against a participant's plan, and the full program fee can be reimbursed by the NDIS even if the participant does not attend.

In the event of a missed session, the participant is still obligated to pay the associated cost. Failure to notify us within the designated timeframe and not attending any sessions will still result in being responsible for the cost.



If there are obstacles preventing the use of NDIS funds, then the individual will be personally accountable for the program expenses.

Failure to submit payment for an outstanding invoice will prompt the I CAN Network to initiate communication with the NDIS Quality and Safeguards Commission in order to retrieve the funds that are owed from your NDIS Plan. It is important to be aware that this action may impact your ability to independently manage your future plans, often resulting in the removal of the option for self-management.

### **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.

#### **3.1. 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.

#### **3.2. 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.

#### **3.3. 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**

4.1. 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.

4.2. 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**

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

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

5.3. 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.