

FIRST OCCUPATIONAL THERAPY PROFESSIONAL LEARNING TERMS AND CONDITIONS

Last updated: 28 August 2026

These terms govern professional-learning bookings and the use of Materials supplied with a programme. The Booking Details and these terms together form the agreement for each accepted booking.

1 IDENTITY AND DEFINITIONS

- (a) These terms apply to each booking for professional learning, training, workshops, resource access or related **educational** services supplied by **James Lyra trading as FIRST Occupational Therapy ABN 37 902 564 269 (FIRST OT, we, us or our)**.
 - (i) **Booking Details** means the programme listing, quote, booking page or written booking confirmation that identifies the selected programme, delivery method, dates, inclusions, fees and any programme-specific requirements.
 - (ii) **Business Day** means a day other than a Saturday, Sunday or public holiday in the Australian Capital Territory.
 - (iii) **Customer** means the person or organisation that makes or pays for the booking.
 - (iv) **Participant** means each person who attends a session, receives access details or receives Materials under the booking.
 - (v) **Fees** means the amount payable for the booking, as shown in the Booking Details.
 - (vi) **Free Research Briefs** means the three GHS research briefs that FIRST OT publishes free of charge on the Website.
 - (vii) **Main Session** means the first scheduled session of the booked programme, including where the programme is delivered across more than one session.
 - (viii) **Materials** means the Groundwork Handwriting System, the GHS Resource Suite, session slides, handouts, templates and other resources supplied with a paid programme, but excludes the Free Research Briefs and any separately identified third-party item.

2 BOOKING, ACCEPTANCE AND DOCUMENT PRIORITY

- (a) A website booking is an offer by the Customer to purchase the programme shown in the Booking Details. The agreement is formed when:
 - (i) the Customer is given access to these terms before submitting the booking;
 - (ii) the Customer actively confirms acceptance; and
 - (iii) we send a booking confirmation after accepting payment or the agreed payment arrangement.
- (b) For a booking made by email, telephone or in person, we will provide these terms with or before the quote or booking summary. The agreement is formed when the Customer accepts the booking in writing or pays after receiving the terms, and we confirm the booking.
- (c) If the Customer books for another Participant, the Customer must give that Participant these terms before attendance and ensure the Participant complies with the clauses that apply to participants. A person who attends, accesses a session or uses Materials after receiving these terms agrees to those participant obligations.

- (d) The Booking Details and these terms form the agreement. The Booking Details apply only to the specific programme, price, date, delivery, and inclusion information they expressly state. A later version of these terms does not change an accepted booking unless both parties agree in writing.

3 PROGRAMME AND DELIVERY SCOPE

- (a) We will provide the programme substantially as described in the Booking Details. The Booking Details, rather than these standing terms, specify the current programme name, format, dates, duration, presenter, cohort settings, minimum numbers, included follow-up sessions, Materials and any eligibility requirements.
- (b) Unless the Booking Details state otherwise, GHS Core requires a minimum of 6 Participants and has a maximum of 12 Participants, and a GHS Masterclass requires a minimum of 4 Participants and has a maximum of 8 Participants. A different maximum applies only if it is disclosed in the Booking Details before the Customer accepts the booking.
- (c) A whole-school programme is a distinct, uncapped programme for the staff of one named school, unless the Booking Details state a maximum. It is delivered consistently for whole-school implementation and does not include individualised feedback unless the Booking Details expressly include it.
- (d) We may make reasonable changes to the sequence, presenter, platform, venue or delivery method where the change does not materially reduce the programme. A material change is dealt with under clause 7.
- (e) Unless the Booking Details expressly include it, the fee does not include individual clinical advice, assessment, document customisation, one-to-one coaching, repeat delivery for a missed session or ongoing support after the programme.

4 CUSTOMER AND PARTICIPANT RESPONSIBILITIES

- (a) The Customer must give accurate booking information, pay the Fees when due, identify the correct licence holder and named school (where applicable), and ensure each Participant receives the access information and these terms.
- (b) Each Participant must meet any stated eligibility requirements, follow reasonable delivery and safety directions, act respectfully, use only their own access details, protect those details from unauthorised use, and comply with the confidentiality, privacy and intellectual property clauses.
- (c) The Customer is responsible for taking reasonable steps to ensure its Participants comply. The Customer is not responsible for a Participant's act that the Customer could not reasonably have prevented after providing the Participant with these terms and appropriate instructions.

5 FEES, PAYMENT AND PRICING ERRORS

- (a) Fees are in Australian dollars and include GST. Website bookings must be paid at checkout unless we agree otherwise, and an automatic tax receipt will be issued after payment. We issue an invoice only where we agree to invoice a school or employer. An invoiced Customer must pay by the due date stated on the invoice and, unless the Booking Details say otherwise, before the Main Session.
- (b) We may withhold access, Materials or attendance while an undisputed amount remains overdue after written notice. The Customer must reimburse reasonable external recovery costs actually incurred because an undisputed amount remains unpaid after notice, to the extent permitted by law.

- (c) If a published price is materially incorrect, we will promptly inform the Customer and offer the option to confirm the booking at the correct price or cancel for a full refund. Discounts apply only as stated at the time of booking and are not retrospective or cumulative unless expressly stated.

6 CUSTOMER CANCELLATION, TRANSFER AND WHOLE-SCHOOL RESCHEDULING

- (a) Cancellation, transfer or substitution requests must be sent in writing to james@firstot.com.au and take effect when received.
- (b) For an individual or cohort booking:
 - (i) more than 14 days before the Main Session, the Customer may transfer to another available cohort, substitute an eligible Participant or receive a full refund;
 - (ii) from 14 days to 5 days before the Main Session, the Customer may substitute an eligible Participant, but a transfer or refund is not available because the place has been reserved and may not reasonably be resold; and
 - (iii) fewer than 5 days before the Main Session, the booking stands and is not transferable, substitutable or refundable. Non-attendance is treated in the same way as cancellation within 5 days, but any Materials ordinarily supplied for the booking will still be provided.
- (c) A whole-school booking is for the staff of the named school on the agreed date. Rescheduling requested more than 21 days before that date is free. If requested within 21 days, we will use reasonable efforts to reschedule once and may charge a reasonable rescheduling amount limited to work completed, time reserved and external costs that cannot reasonably be avoided. We will disclose that amount before confirming the new date.
- (d) We will consider exceptional circumstances in good faith. Nothing in this clause limits a right or remedy that cannot lawfully be excluded.

7 CHANGES, CANCELLATION OR INTERRUPTION BY FIRST OT

- (a) We may reschedule or cancel a programme because minimum numbers are not met, the presenter is unavailable, a venue or platform fails, or another event beyond our reasonable control prevents or materially disrupts delivery.
- (b) If the change is material, the Customer may choose a place in a reasonably comparable available programme or a refund of the Fees paid for the affected part. If only one component is affected, we may instead deliver that component at a reasonable alternative time. We are not responsible for travel, relief-staffing or other ancillary costs except to the extent liability cannot lawfully be excluded.
- (c) We will give as much notice as reasonably practicable and take reasonable steps to minimise disruption.

8 ACCESS, ATTENDANCE, TECHNOLOGY AND CERTIFICATES

- (a) For online delivery, each Participant is responsible for a suitable device, internet connection and a private environment. Access details are personal and must not be shared. A Participant must promptly notify us of any access issue so we have a reasonable opportunity to assist.
- (b) FIRST OT does not record sessions. A Participant must not record, photograph, screenshot, stream, transcribe or otherwise capture any part of a session, including chat or another Participant's contribution.

- (c) A certificate is issued only to a Participant who attends all scheduled sessions for the booked programme. It records attendance or completion of that programme only. It is not a qualification, accreditation, professional registration or regulatory endorsement, does not authorise the Participant to train or certify others, and does not guarantee that a professional body will recognise the programme for continuing-development purposes.

9 CONFIDENTIALITY, CASE DISCUSSION AND PARTICIPANT INFORMATION

- (a) A Participant who shares a case, student work or other third-party information must first remove information that identifies or could reasonably identify the person, obtain any consent or authority required by law, their employer or professional obligations, and share no more than is reasonably necessary for the educational discussion.
- (b) Each Participant must keep confidential all non-public information shared by another Participant or by us in a session, including case details, workplace information, chat, questions and demonstrations. It must not be repeated, copied, photographed, disclosed or used outside the session, except with the affected person's express authority or as required by law.
- (c) We may immediately stop a discussion, restrict access, or remove a Participant where we reasonably believe that identifying, confidential, unsafe, or unlawful information is being disclosed, or that a reasonable direction to stop has not been followed. Removal under this paragraph is a protective step and does not, by itself, decide whether the agreement is terminated.
- (d) These obligations do not apply to information that is public other than through breach, was lawfully known without restriction, or must be disclosed by law after giving notice where lawful.

10 OWNERSHIP AND THIRD-PARTY ITEMS

- (a) James Lyra owns all intellectual-property rights in FIRST OT, the Groundwork Handwriting System, the GHS Resource Suite and the other Materials, including all updates and adaptations made by or for FIRST OT. No ownership transfers to the Customer or a Participant.
- (b) Some editable Materials are designed for use with Aussie School Fonts Plus, published by EdAlive. FIRST OT does not own or sublicense that font, and the font licence is not included in the Resource Licence. A user who wants to customise or use those Materials with that font must obtain and comply with their own licence from EdAlive.

11 INDIVIDUAL AND WHOLE-SCHOOL RESOURCE LICENCES

- (a) Once the applicable Fees are paid in full, we grant the relevant licence holder a non-exclusive, royalty-free licence to use the Materials for the following permitted purpose, subject to these terms (Resource Licence).
- (b) Under an Individual Licence, the named Participant may reproduce, customise where permitted, and use the Materials in that person's own teaching or clinical practice with the children or students they work with directly. The licence is personal to that Participant and may continue if they change employer.
- (c) Under a Whole-School Licence, the named school may allow its staff to reproduce, customise where permitted, and use the Materials with students of that named school. The licence does not extend to another campus, another school in the same group or system, contractors outside the school, or staff after they leave.
- (d) The Resource Licence continues unless it ends under the intellectual-property enforcement clause. It does not include any right to sell, sublicense, distribute, publish, commercially exploit, or deliver training based on the Materials.

- (e) The Free Research Briefs are not Materials and are not governed by the Resource Licence. Their permitted use is governed by the Website Terms of Use.

12 RESOURCE RESTRICTIONS AND EDITABLE FILES

- (a) The Customer and each Participant must not:
 - (i) sell or charge for access to a Material;
 - (ii) share a Material with an unlicensed person or place it in a shared drive, intranet, learning system or cloud folder accessible to an unlicensed person;
 - (iii) use a Material to provide training, certification or a competing product or service;
 - (iv) publish it or a substantial part of it on a website, social platform or public repository;
 - (v) remove or obscure copyright, trade-mark or attribution notices;
 - (vi) use it to train, test or develop an artificial-intelligence system or dataset; or
 - (vii) assist another person to do any of those things.
- (b) An editable Word file is supplied so the authorised licence holder may complete, modify and adapt it for direct teaching or clinical use within the applicable Individual or Whole-School Licence. The licence holder must retain the original copyright and attribution notices. An adapted file must not be sold, charged for, shared outside the applicable licence, published publicly, used to deliver paid or third-party training, or represented as the licence holder's original work. Customisation does not transfer ownership of the underlying Material.
- (c) Any copyright, attribution, font or permitted-use notice included in a Material must be read with these terms. If an embedded notice is inconsistent with these terms, these terms prevail. An embedded notice does not expand the Resource Licence, impose a separate indemnity, or limit customisation that these terms expressly permit.

13 AUTOMATIC LICENCE TERMINATION AND IP REMEDIES

- (a) The Resource Licence automatically ends if the licence holder deliberately sells a Material, publishes it publicly, provides it to unlicensed persons on a material scale, uses it to deliver training or a competing resource, removes ownership notices for that purpose, or uses it to develop an artificial-intelligence system or dataset (Serious IP Misuse). It also ends if any other material breach of the Resource Licence is not remedied within 5 Business Days after written notice.
- (b) When a Resource Licence ends, the licence holder must immediately stop using the affected Materials, remove them from public or shared locations, delete or return all copies in its possession or control and, if reasonably requested, confirm completion in writing. Accrued payment obligations and our ownership rights continue.
- (c) The Customer must reimburse reasonable external costs actually incurred in investigating and enforcing an established Serious IP Misuse, to the extent recoverable at law. Because unauthorised disclosure may cause harm that is difficult to quantify, either party may seek urgent interlocutory or injunctive relief for an actual or threatened breach without first completing the general dispute process.

14 EDUCATIONAL SCOPE AND PROFESSIONAL RESPONSIBILITY

- (a) The programme and Materials are general educational content. They do not assess, diagnose or treat a particular child, are not a substitute for individual professional

assessment or advice, and do not create a practitioner-client relationship between FIRST OT and any child, student, family or Participant.

- (b) Each Participant remains responsible for deciding whether and how to use the content within their competence, role, workplace policies, legal obligations and professional scope. Evidence and practice may change, and no particular educational, clinical, business or professional outcome is promised.
- (c) Attendance does not authorise a Participant to describe themselves as a FIRST OT or GHS trainer, licensee, partner or accredited practitioner.

15 PRIVACY AND THIRD-PARTY PLATFORMS

- (a) We handle booking, attendance and contact information as described in our Website Privacy Policy. A Participant remains responsible for lawfully handling any third-party information they choose to introduce into a session, subject to our own obligations for information we receive and hold.
- (b) We may use disclosed third-party platforms to process bookings, payments or deliver online sessions. Their terms may apply to the Customer's direct use of those services. Where a third-party term materially affects delivery, we will make it reasonably available before or with the booking. We are not responsible for a third party's independent act or omission except to the extent the law makes us responsible.

16 CONSUMER GUARANTEES AND LIABILITY

- (a) Nothing in these terms excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.
- (b) To the maximum extent permitted by law, neither party is liable to the other for indirect or consequential loss, loss of profit, revenue, opportunity, goodwill or anticipated savings arising from a booking. This exclusion does not apply to fraud, wilful misconduct, personal injury or death caused by negligence, damage to tangible property, or liability that cannot lawfully be excluded.
- (c) Where liability can lawfully be limited, FIRST OT's aggregate liability arising from a booking is limited to the Fees paid for the affected booking. If the Australian Consumer Law permits a remedy to be limited and it is fair and reasonable to do so, our liability is limited, at our option, to supplying the affected services again or paying the cost of having them supplied again.
- (d) Nothing in this clause limits the Customer's obligation to pay Fees, or liability for Serious IP Misuse, breach of confidentiality, unlawful disclosure of personal information, fraud or wilful misconduct.

17 TARGETED INDEMNITY

- (a) The Customer indemnifies FIRST OT against a third-party claim and the reasonable direct loss and external costs resulting from that claim, to the extent caused by:
 - (i) information or material supplied by the Customer or a Participant without the required right, consent or authority;
 - (ii) Serious IP Misuse;
 - (iii) a material breach of the confidentiality or privacy obligations; or
 - (iv) unlawful or fraudulent conduct by the Customer or a Participant.
- (b) The indemnity is reduced to the extent the loss was caused or contributed to by FIRST OT, does not cover indirect or consequential loss, and applies only if FIRST OT gives reasonably prompt notice, allows the Customer reasonable participation in the defence

and takes reasonable steps to mitigate loss. FIRST OT must not settle a claim in a way that admits liability for the Customer without the Customer's consent, not to be unreasonably withheld.

18 REFUSAL, SUSPENSION, REMOVAL AND TERMINATION

- (a) Before accepting a booking, we may decline it for availability, unmet eligibility, safety, legal compliance or another reasonable programme-delivery ground. If we decline after receiving payment, we will refund it.
- (b) We may immediately restrict access, suspend delivery to or remove a Participant where reasonably necessary to protect safety, confidentiality, privacy, intellectual property, systems or the proper delivery of a session. Where the issue is minor and remediable, we will first give a reasonable direction or warning where practicable.
- (c) Either party may terminate an affected booking by written notice if the other party materially breaches these terms and does not remedy the breach within 5 Business Days after written notice describing it. We may terminate immediately for a serious or non-remediable breach, including deliberate recording or distribution of a session, Serious IP Misuse, knowing disclosure of identifiable case information without authority, unlawful or threatening conduct, fraud, or repeated material disruption after warning.
- (d) On termination, access to undelivered services may stop and outstanding Fees for services already supplied remain payable. If we terminate for the Customer's breach, we may retain only the part of the Fees that reasonably reflects services supplied, work performed and costs that cannot reasonably be avoided, subject to law. If we terminate other than for the Customer's breach, we will refund the Fees paid for the undelivered part. Clauses concerning payment, confidentiality, intellectual property, liability, indemnity, disputes and accrued rights survive.

19 DISPUTES, NOTICES AND GENERAL TERMS

- (a) A party raising a dispute must give written details and both parties must promptly and in good faith try to resolve it. If it is not resolved within 10 Business Days, either party may commence proceedings. This process does not preclude the grant of urgent interlocutory or injunctive relief.
- (b) A notice under these terms must be in writing and may be sent to the email address used for the booking. It is received when the sender's system records successful transmission, unless the sender receives an error notice.
- (c) Neither party is liable for delay caused by an event beyond its reasonable control, except for a payment obligation already due. The affected party must notify the other and take reasonable steps to reduce the delay.
- (d) These terms are governed by the laws of the Australian Capital Territory. If a provision is invalid, it is read down or severed only to the minimum extent needed. A waiver must be in writing. The agreement may be varied only by written agreement for an accepted booking.