

Believe Australia on behalf of TeenBoss Terms & Conditions 01/03/2024

1. About the Website

1.1. Welcome to www.TeenBoss.com.au (the 'Website').

1.2. The Website is operated by Believe Australia on behalf of TeenBoss ABN: 73 765 668 216. TeenBoss is a program within Believe Australia.

Access to and use of the Website is provided by Believe Australia on behalf of TeenBoss.

Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, immediately.

1.3. Believe Australia on behalf of TeenBoss reserves the right to review and change any of the Terms by updating this page at its sole discretion. When the Organisation updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

1.4 The information on this website is for general information only. It should not be taken as constituting professional advice from the website owner. The purpose of this website is to:

- a. provide an outline of the TeenBoss concept
- b. house a list of frequently asked questions
- c. provide a registration form for expressions of interest to be part of TeenBoss.
- d. showcase the businesses and organisations that have supported TeenBoss.
- e. highlight previous TeenBoss participants
- f. sell TeenBoss merchandise (in future)
- g. showcase stories from past TeenBoss participants (in future)

1.5 The information provided through TeenBoss services such as training content, guidance and Mentoring and educational consultation, is general in nature to assist the participant or customer (parent / guardian / teacher / support worker) to understand the basics of 'Exploring a Business Idea'.

1.6 Believe Australia or TeenBoss do not guarantee the training and mentoring services will result in a successful business. The purpose of TeenBoss is to explore a business idea.

2. About the TeenBoss Program

TeenBoss is providing an opportunity for participants to explore their business idea

2.1 TeenBoss is a non-accredited short course therefore it is not a recognised qualification. The certificate you receive on completion of your presentation is a certificate of completion only.

2.2 TeenBoss is open to 16-18 year olds only (participants). Parental / guardian consent is required by all participants prior to them commencing the TeenBoss program.

2.3 The primary purpose of this course is to assist the participants in exploring their business ideas.

2.4 TeenBoss, its trainers and mentors do not guarantee the information provided will result in the participant having a successful business idea.

2.5 The selection process to attend TeenBoss is at the discretion of Believe Australia on behalf of TeenBoss and is based on a completed registration form or a completed registration form and an online interview.

2.6 One of the criteria to apply is that the participant is available for all training sessions and the pitch (at the time of registering and starting the program).

3. The Training

Participants sign up for a series of training sessions leading to a presentation pitch. Before beginning their training, participants will receive the following forms.

- a. A letter of acceptance. (
- b. Parent or Guardian consent form – to be signed and returned
- c. Mentoring Agreement – to be signed and returned
- d. Photograph Consent Form – to be signed and returned

Participants cannot begin the training until all forms have been signed and returned.

3.1 The training takes place in a secure learning environment which includes kitchen and toilet facilities.

3.2 TeenBoss will provide refreshments during the training sessions giving participants no reason to leave the learning environment.

3.3 Each training session involves one adult trainer and at least one adult support trainer.

3.4 The information provided by the Business Trainer includes questions / exercises and topics for discussion to assist with recognizing whether their business idea appears viable.

3.5 Should the participant wish to withdraw from the TeenBoss training program prior to the program ending they are required to email the TeenBoss organizer gaynor@believeaustralia.com outlining the reason for wanting to withdraw. The TeenBoss organizer will work with them to resolve the situation. If the reason for wanting to withdraw is **not an amicable one**, you will be removed from any TeenBoss social media and your relationship with your Business Mentor will be terminated immediately.

4. Maintaining a safe and respectful training environment

Believe Australia on behalf of TeenBoss will provide a safe, confidential and respectful training environment.

Participants taking part in the TeenBoss training are expected to adhere to the points listed below. Believe Australia on behalf of TeenBoss has the right to remove any participant from the training session and possibly the whole program should they fail to support these point:

- a. Disclose to the Trainer or support Trainer any medical issues that may impact them or their fellow participants during the training sessions.
- b. Disclose to the Trainer or support Trainer any learning issues that may impact them during the training sessions.
- c. The Business ideas of other participants discussed in the training sessions are confidential and should not be discussed outside of the training environment.
- d. Respect your fellow participants' ideas and opinions.
- e. Contribute to keeping the TeenBoss training space a kind, considerate and safe learning space for everyone.
- f. Bullying, swearing and disruptive behaviour of any nature will not be tolerated. In the case of disruptive behaviour in the training environment the Trainer or support Trainer will contact the parent or guardian and the participant will be asked to leave the training environment immediately and potentially leave the program too. The incident will be recorded in writing.
- g. Training sessions are an alcohol and drug free zone. Neither is to be brought onto the premises. If a participant is found in possession of, or under the influence of either, the Trainer or support Trainer will contact their parent or guardian and they will be asked to leave the training environment immediately and potentially leave the program too. The incident will be recorded in writing.
- h. Mobile Phones to be used only in an emergency or at break time. They can be used to do related research etc.
- i. In the case that a participant needs to leave the training environment or feels uncomfortable, unwell or overwhelmed during a training session they are to advise the Trainer or support Trainer and they will assist accordingly.

5. The Presentation Pitch

On completion of the training sessions, Participants will present their business idea to a panel of mentors who will score their presentation using a scoring template.

5.1 Participants will be given clear guideline regarding their presentation pitch at their first training session.

5.2 During each training session time will be set aside for Participants to work on their presentation, plus they will work with their mentor during their online sessions.

5.2 Participant will be given 10 minutes to present their Business idea. They will have use of a laptop and a white board. They can incorporate samples of their product, photographs and any marketing materials they may have.

6. The Mentors

Believe Australia on behalf of TeenBoss will match each participant with a Business Mentor.

6.1 Believe Australia on behalf of TeenBoss will arrange an online introductory meeting between the Participant, the Mentor and a representative from Believe Australia.

6.2 The Mentor and Participant will arrange 4 or 5 dates and times when they will meet ONLINE, between their training sessions for ONE HOUR.

6.3 Mentors and participants will be encouraged to only communicate during their planned mentoring session. If either is unable to make the agreed time, they can communicate a new date/time either by text or email (to be agreed at the beginning of the relationship).

6.4 Participants cannot text or call their mentor outside of office hours (9-6pm), weekends or public holidays unless an agreement has been arranged at the beginning of the relationship.

6.5 Believe Australia on behalf of TeenBoss will provide both the Mentor and Participant with a copy of the worksheets used in each training session to assist the Participant (should they need it) with completing the exercises. Mentor's will also be given the presentation pitch criteria so they can work with participants.

6.6 Mentor's will complete a Mentor Report after each Mentoring session with their participant and email a copy to their Participant and Believe Australia.

6.7 All TeenBoss Mentors have a WWCC card and have signed our Code of Conduct (this can be found on the TeenBoss website), they each have public liability insurance. All Mentors have a copy of our Child Safe Environment policy and agree to adhere to it.

6.8 Should a participant wish to **change your mentor**, they are required to email the TeenBoss organizer gaynor@believeaustralia.com outlining the reason for wanting to change. The TeenBoss organizer will work with the participant to either resolve the situation or to find them a new Mentor.

6.9 Should a participant wish to **stop working with your Business Mentor** they are required to email the TeenBoss organizer gaynor@believeaustralia.com outlining the reason for wanting to stop. The TeenBoss organizer will work with the participant to either resolve the situation or to find them a new Mentor.

6.10 Mentors will not contact participants outside of agreed times unless it is to change that appointment.

7. How complaints will be resolved

7.1 Should a participant wish to make a complaint about **another participant** in the group, a **Mentor**, a **support Trainer** or the **TeenBoss program** itself, they are required to send an email to the TeenBoss organizer gaynor@believeaustralia.com outlining the complaint. The TeenBoss organizer will endeavor to resolve the complaint.

7.2 Should a participant wish to make a complaint about the **Business Trainer**, they are required to send an email to their Business Mentor or Support Trainer, who will endeavor to resolve the complaint.

7.3 All complaints will be treated in confidence and all communication will be put in writing.

7.4 If the participant is not satisfied with the resolution of either of the above complaint procedures, they will need to seek external assistance for a resolution. See points 13-15.

8. Legal Representation and Insurance

Believe Australia on behalf of TeenBoss has engaged Lauren Gillett of LG Legal and Consulting as its legal representation.

8.1 The TeenBoss Business Trainers, support Trainers and Business Mentors all hold WWCC cards and have Public Liability and Professional Indemnity insurance. Public Liability insurance covers your on-site safety during the training sessions and Presentation Pitch. The Professional Indemnity insurance is to cover the Business Trainers and Business Mentors against giving wrongful advice to a participant.

8.2 At least one adult present during the TeenBoss training sessions will hold First Aid and Youth Mental Health First Aid certification.

8.3 Believe Australia on behalf of TeenBoss, in addition to these Terms and Conditions, has the following documentation in place:

- a. Child Safe Environments Policy
- b. Privacy Policy
- c. Code of Conduct

9. Acceptance of terms

You agree to these Terms where this option is made available to you on the TeenBoss website.

10. Copyright and Intellectual Property

10.1. The TeenBoss Website and the material on the TeenBossWebsite is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the 'Content') are owned or controlled for these purposes and are reserved by Believe Australia on behalf of TeenBoss or its contributors.

10.2. You may not, without the prior written permission of Believe Australia on behalf of TeenBoss and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third-party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for reuse or are in the public domain.

11. Privacy

Believe Australia on behalf of TeenBoss takes your privacy seriously and any information provided through your use of the Application are subject to Believe Australia on behalf of TeenBoss's Privacy Policy, which is available on the Application.

12. Indemnity

You agree to indemnify Believe Australia or TeenBoss, its affiliates, contributors and thirdparty content providers from and against:

- a. All actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;

13. Dispute Resolution

13.1. Compulsory: If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

13.2. Notice: A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3. Resolution: On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

- a. Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- b. If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must agree upon the selection of a mediator from the Australian Mediation Association (AMA) <https://ama.asn.au>
- c. The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- d. The mediation will be held in Victoria, Australia.

13.4. Confidential All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

13.5. Termination of Mediation: If 1 Month has elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

15. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

16. Severance: If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.