

# Hardworking Software Pty Ltd, Trading as FPV Australia

## Terms and Conditions

These Terms and Conditions ("Terms") govern the provision of services by FPV Australia ("we," "us," "our") to clients and customers ("you," "your"). By engaging in any of our services, including training, sales, or consultancy, you agree to comply with these Terms, which form a binding agreement between you and FPV Australia. These Terms are governed by Australian commercial law.

### **1. Definitions**

- FPV Australia: A company providing training, consultancy, and sales services related to RPAS technology, associated equipment, and advisory.
- Client/Customer: Any person, business, or entity that engages FPV Australia for services, including but not limited to training, consultancy, and purchasing products.
- Services: Includes FPV Australia's training programs, consultancy, and sales of drones, equipment, and related accessories.
- Products: Goods, including drones, peripheral equipment, and accessories, sold by FPV Australia.

### **2. Services**

#### 2.1 Training

- FPV Australia provides training services for drone operation, flying, and other related disciplines in accordance with CASA Rules and Regulations.
- Training sessions are provided as per the specific course schedule or client agreement.
- Completion of our training programs does not imply or guarantee certification, licensing, or qualification unless explicitly stated.

## 2.2 Consultancy

- Consultancy services include advice, guidance, and support on UAV technology, drone usage, regulatory compliance, and business strategy.
- All consultancy services are provided on a "best efforts" basis, and FPV Australia does not warrant any specific outcomes or business performance.

## 2.3 Sales

- FPV Australia sells drones, peripheral equipment, and related products. All sales are subject to availability, and FPV Australia reserves the right to refuse orders at its discretion.
- The buyer is responsible for ensuring that the products they purchase are suitable for their needs and comply with all relevant laws and regulations.

## **3. Bookings and Payments**

### 3.1 Training Services

- All bookings for training sessions are subject to availability and confirmation by FPV Australia.
- Full payment or a deposit (as required) must be made at the time of booking and prior to course work commencement. Unpaid bookings may be cancelled without notice.
- Prices for training services are subject to change, and FPV Australia reserves the right to amend pricing at its discretion.

### 3.2 Consultancy Fees

- Consultancy fees are charged based on an agreed hourly rate, package price, or project scope.
- Payment terms will be set out in the individual consultancy agreement and must be adhered to unless otherwise negotiated in writing.

### 3.3 Product Sales

- Payment for products must be made in full prior to dispatch unless otherwise agreed upon in writing.
- All prices quoted include GST unless otherwise stated.

## **4. Cancellations and Refunds**

### 4.1 Training Services

As position in FPV Australia training courses are strictly limited, cancellation fees apply.

- Cancellations must be made at least 14 business days prior to the scheduled training session to be eligible for a full refund or rescheduling.
- Cancellations made within 14 business days will incur a cancellation fee of up to 50% of the course price.
- Cancellations made within 7 days will not be entitled to a refund.
- No refund will be issued for cancellations within 24 hours of the scheduled session or for "no-shows."

A reschedule is available up to 7 days prior to the course commencement.

### 4.2 Consultancy

- Cancellations of consultancy services must be made at least 48 hours prior to the scheduled service time. Failure to do so may result in the full consultancy fee being charged.

### 4.3 Product Sales

- Refunds or exchanges for products are available in accordance with the Australian Consumer Law. If a product is faulty, you are entitled to a repair, replacement, or refund.
- Change-of-mind returns may not be accepted unless otherwise stated or agreed upon.

## **5. Liability and Warranty**

### **5.1 Training**

- FPV Australia will not be liable for any personal injury, loss, or damage arising from the use of our training services unless caused by our gross negligence.
- You are responsible for following all safety guidelines and instructor directions during training sessions.

### **5.2 Consultancy**

- While we strive to provide accurate and helpful consultancy, FPV Australia does not guarantee any specific outcome or success based on the advice provided.
- FPV Australia's liability for consultancy services is limited to the amount paid by you for the specific service.

### **5.3 Products**

- FPV Australia provides warranties for its products in accordance with the manufacturer's warranty and **\*\*Australian Consumer Law\*\***.
- FPV Australia is not responsible for misuse or improper handling of products purchased. It is your responsibility to follow usage instructions and safety guidelines.

## **6. Intellectual Property**

- All content, materials, and information provided in training sessions, consultancy, and on our website are the intellectual property of FPV Australia or its licensors.
- You are not permitted to reproduce, distribute, or use our intellectual property without prior written consent.

## **7. Compliance with Laws**

- By engaging in FPV Australia's services, you agree to comply with all applicable laws and regulations, as of States, Territories and the Federal governments of the

Commonwealth of Australia, including but not limited to drone usage and aviation regulations as per the **\*\*Civil Aviation Safety Authority (CASA)\*\*** and **\*\*Australian Consumer Law\*\***.

## **8. Privacy**

- FPV Australia collects, stores, and uses your personal information in accordance with our Privacy Policy. We will not share your information with third parties without your consent, except as required by law.

## **9. Amendments**

- FPV Australia reserves the right to amend these Terms at any time. Any changes will be effective immediately upon posting to our website or notification to you. Continued use of our services after changes have been made constitutes your acceptance of the amended Terms.

## **10. Governing Law**

- These Terms and Conditions are governed by and construed in accordance with the laws of the Commonwealth of Australia. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Australia.

## **11. Contact Information**

For any queries related to these Terms or our services, please contact us at:

**FPV Australia**

**Email: [training@fpvaustralia.com.au](mailto:training@fpvaustralia.com.au)**

**Phone: 1300 378 287**

**Website: [www.fpvaustralia.com.au](http://www.fpvaustralia.com.au)**

These Terms and Conditions were last updated on Friday 27<sup>th</sup> September 2024

#### Acceptance of Terms

By engaging in any of our services, you acknowledge that you have read, understood, and agree to these Terms and Conditions. This set of Terms and Conditions is designed to reflect best practices and compliance with **\*\*Australian Consumer Law\*\*** and the **\*\*Civil Aviation Safety Authority (CASA)\*\*** regulations, particularly for those dealing with drone operations and FPV equipment.

FPV AUSTRALIA