

Jarvis Hunt Consultancy (JHC) is a specialist environmental service provider with technical and training expertise in cyanobacteria, other phytoplankton, and associated aspects.

The courses offered to which these Terms apply are designed for students, scientists, and technicians who wish to learn about microscopy, the identification and analysis of phytoplankton, and the environmental conditions that influence their growth.

## Parties

These Course Terms and Conditions (the "Agreement") is a legally binding contract between you (the "Participant") and **Jarvis Hunt Pty Ltd** trading as **Jarvis Hunt Consultancy** ("we," "us," or "our", the "Provider", "JHC").

This Agreement governs the purchase and delivery format of your selected course.

Please read this document carefully and contact us at [training@jarvishuntconsultancy.com.au](mailto:training@jarvishuntconsultancy.com.au) if you have any questions.

By purchasing a course, accessing our course content, or making payment, you are deemed to have read, understood, and accepted these Terms and Conditions.

## Terms and Conditions (Online Courses)

### 1. TERM

1.1 This Agreement will begin upon payment of the advertised Course fees.

1.2 It will apply for the duration of the course and completion of any payment plan going beyond the course's length.

### 2. Courses and Services

JHC provides the following courses and delivery formats:

- **Self-paced online courses (SP)** – The price includes one year of access for one seat.
- **Blended delivery (B)** – The price includes one seat and the recommended number of 1-hour sessions delivered via Zoom.
- **Bundled products** – Structured and offered as self-paced, blended, or client premises onsite delivery, depending on your selection.
- **Customised bundles** – Delivered onsite at the client's premises, subject to a quote (POA).

#### 2.1 **Foundation: Introduction to Microscopy - \$249 (SP), \$579 (B+3 live Zoom sessions)**

This introductory course covers compound light microscopy (brightfield and phase contrast). It is designed for those seeking a solid foundation in microscope setup and operation. Suitable for students, professionals, and hobbyists.

- **Modules:** Course Introduction, Microscopy Basics, Anatomy of a Microscope, Calibration and Troubleshooting, Ergonomics, Summary & Key Learnings.

#### 2.2 **Foundation: Introduction to Phycology - \$249 (SP), \$579 (B+3 live Zoom sessions)**

This course covers phycology, including algae and cyanobacteria, their ecology, toxins, adaptations, and bloom dynamics. Suitable for students, professionals, and hobbyists.

- **Modules:** Course Introduction, Phycology Basics, Eukaryotic Algae, Cyanobacteria, Identification Features, Algal Blooms, Taxonomy, Final Assessment.

#### 2.3 **Foundation: Water Utilities - Understanding Phycology - \$379 (SP), \$649 (B+3 live Zoom sessions)**

(Not yet available) This course is aimed at professionals in the water industry, focusing on monitoring and managing water supplies and understanding phycology.

- **Modules:** Course Introduction, Phycology Overview, Algal & Cyanobacterial Identification, Toxin and Odour Management, Sampling and Analysis.

#### 2.4 **Intermediate: Potentially Toxic Cyanobacteria - \$179 (SP), \$479 (B+2 live Zoom sessions)**

An intermediate course covering potentially toxic cyanobacteria. Suitable for those with prior knowledge of phycology.

- **Modules:** Overview, Heterocystous Taxa, Non-Heterocystous Taxa, Colonial Taxa, Marine Taxa, Final Assessment.

#### 2.5 **Additional Courses: Other Intermediate Phycology Courses**

- The complete list of intermediate courses will be updated on our website, covering a wide range of topics in phycology. Course prices and formats (SP/B) vary according to the modules offered, which may be confirmed closer to the course date for those not yet available.

### 3. Qualifications and Certifications

- 3.1 Upon completing any course, the Participant will receive the Certificate of Attainment/Completion and a signed course outline as a companion document for the selected course.
- 3.2 These courses are not accredited and do not provide proof of competency in identification, analysis, or any other concepts.
- 3.3 The responsibility for training and establishing competency resides with the person undertaking the course or the organisation paying for it.
- 3.4 They are responsible for ensuring all components of a training matrix have been completed, including the data handling, reporting, and precision, meet the requirements of their methods, and that the person signing off on the competency has the experience and authority to do so. No such responsibility is transferred to Jarvis Hunt Pty Ltd by undertaking these courses unless contracted to do so.
- 3.5 These courses form part of the initial process of attaining competency. The Course Outline is the accompanying document to the certificate issued, which will provide detailed information to accreditation bodies by an organisation for audit and accreditation purposes.
- 3.6 This is to outline the scope of training that was undertaken.

### 4. COURSE FEES

**You understand and agree:** Payment options for the Courses are as follows:

- 4.1 Full payment of the advertised Course fee at the time of enrolment or monthly by Subscription or Membership Plans if provided.
- 4.2 Subscription or Membership Plan payments are automated on the JHC website and debited from your nominated credit card.
- 4.3 All fees are in Australian Dollars and inclusive of GST.
- 4.4 Payment is accepted online by credit card for online purchases or electronic bank transfer for offline payments.

### 5. PAYMENT

**You understand and agree:**

- 5.1 The cost for individual course access will be paid upfront and in full for any self-paced or blended course purchased directly through the JHC website.
- 5.2 Payments under a membership or subscription model, if offered, are made monthly in advance. If the subscription is cancelled or payment fails, access to the courses will be revoked.
- 5.3 All invoices for offline payments are due for immediate payment; access to the courses will be granted within 3 days of invoice and revoked if payment is not received within 7 days of invoice.
- 5.4 Payments are pre-arranged online via a direct debit or credit card deduction from your nominated credit card.

### 6. LATE PAYMENTS

- 6.1 You are responsible for ensuring that required payments are made on time.
- 6.2 The Provider reserves the right to cease Course access until the due fees are paid.
- 6.3 If an account is over 30 days overdue, the Provider reserves the right to turn the account to third-party collections.
- 6.4 This Agreement will be terminated, and access to the course will be revoked.

### 7. VARIATION

- 7.1 Pricing is valid for the term of the Agreement.
- 7.2 The Provider reserves the right to vary any fees.
- 7.3 Changes in fees will not affect you and will only apply to a new round of Course delivery.

### 8. COURSE DELIVERY

**You understand and agree:**

- 8.1 All Courses will be delivered within the agreed time frame contained in the selected Course package.
- 8.2 Courses online training sessions for blended courses will be delivered via Zoom.
- 8.3 All Courses must be booked and completed within the agreed timeframe.

### 9. Refunds and Payment Obligations

- 9.1 Refund requests will be considered on a case-by-case basis at the sole discretion of the Provider
- 9.2 . All requests must be submitted in writing, and detailed reasons for the request must be provided.

- 
- 9.3 If a refund is granted, it will be subject to a deduction for services already rendered, along with a \$50 cancellation fee.
- 9.4 No refunds will be issued after three (3) days from the purchase or commencement of any Course, whichever is later.
- 9.5 Refunds will not be granted for a change of mind under any circumstances.
- 9.6 You remain liable for the full payment of the Program fee, whether you have paid in full or are on a payment plan.
- 9.7 Refunds after the initial three (3) days will be handled in accordance with our obligations under Australian Consumer Law.

## 10. YOUR OBLIGATIONS

Your commitment to the course includes the following responsibilities:

- Completing all modules.
- Booking and attending all live online sessions and workshops included in the course.
- Completing all self-assessments, training exercises, and assessments.
- Providing constructive feedback for the course.
- Informing the Provider of any access issues, course errors, or problems.
- Informing the Provider if you believe your login details or account security have been compromised.

## 11. SITE Access and Technology

11.1 The Site, hosting all programs and resource materials, is accessible only to registered Participants.

11.2 You agree to respect the confidentiality of Jarvis Hunt Pty Ltd and fellow Participants in all correspondence.

### Technology Issues

11.3 The Provider is not liable for any interruptions to the Site or network caused by circumstances beyond our control.

11.4 We will make reasonable efforts to restore access as soon as possible when the issue is within our control.

11.5 The Provider is not responsible for any damage to your electronic devices due to viruses, malware, or other harmful elements that may infect your equipment.

11.6 You agree that you will:

- Not use any robot, spider, or other automated means to access the course.
- Not compromise or bypass the course's security measures or gain unauthorised access.
- Not attempt to interfere with the proper functioning of the course.

### Program Dashboard Access

11.7 To access the Course's Dashboard and program content, you must register and create a password.

11.8 Your login details will be sent to the email address provided during registration. It is your responsibility to ensure that the information you provide is accurate and up to date.

### 11.9 Password Security

- You are solely responsible for maintaining the confidentiality of your password.
- Your password must not be shared with anyone.
- You must notify us immediately if your password is lost or compromised.
- You are responsible for all activity conducted using your password, whether by you or someone else. Your personal information will be managed according to our [Privacy Policy](#).

## 12. INTELLECTUAL PROPERTY AND USE OF CONTENT

12.1 All materials on this Site, including but not limited to hard copy resources, PDFs, books, digital downloads, videos, and templates ("Content"), are the intellectual property of Jarvis Hunt Pty Ltd and are protected by copyright under Australian law.

12.2 You are granted a limited, non-exclusive, non-transferable licence to use the Content for personal, non-commercial purposes only. Any other use, including modification, reproduction, distribution, or commercial exploitation of the Content, is strictly prohibited without express written permission from Jarvis Hunt Pty Ltd.

12.3 You acknowledge that your use of the Site or Content does not grant you any ownership rights or interest in the Content, trademarks, logos, or service marks of Jarvis Hunt Pty Ltd, whether registered or unregistered.

- 
- 12.4 The trademarks, logos, and service marks displayed on this Site are the property of Jarvis Hunt Pty Ltd. They may not be used in connection with any product or service without our prior written consent, nor in any way that may cause confusion or damage our reputation.
  - 12.5 You agree to respect and not infringe upon Jarvis Hunt Pty Ltd's intellectual property rights at all times. Any breach of this obligation may result in legal action.
  - 12.6 You may not copy, reproduce, republish, upload, post, transmit, or create derivative works from any of the materials or Content in the course or related programs without express written permission from Jarvis Hunt Pty Ltd. Requests for permission should be directed to [training@jarvishuntconsultancy.com.au](mailto:training@jarvishuntconsultancy.com.au).
  - 12.7 The unauthorised use of our Content for commercial purposes or in any way that infringes on our rights is strictly prohibited.

### **13. ACKNOWLEDGMENT AND DISCLAIMER**

You acknowledge and agree that:

- 13.2 The purpose of the course is to provide education on environmental, technical, and analytical aspects of microscopy, cyanobacteria, and phytoplankton, including the identification of common taxa.
- 13.3 The Provider makes no guarantee of results, improvements, or specific outcomes from the Course content, tools, ideas, information, or strategies. Your results are influenced by various factors, including but not limited to your commitment, ability, and dedication, and are not solely dependent on the training or information provided by the Provider.
- 13.4 You voluntarily undertake the course and engage in JHC services at your own risk.
- 13.5 All Content, resources, and training are provided solely for personal use and informational purposes and are not intended as guarantees of success or performance.
- 13.6 Jarvis Hunt Pty Ltd does not provide any warranties, representations, or guarantees, either express or implied, regarding the results you may achieve from participating in the course.

### **15. LIMITATION OF LIABILITY**

**You understand and agree:**

- 15.1 Liability for the services provided by the Course Creator is governed solely by the Australian Consumer Law and these Terms and Conditions.
- 15.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.
- 15.3 The Provider guarantees all courses are supplied to you with due care and skill and fit for the purpose that the services that have been advertised.

### **16. Dispute Resolution**

- 16.1 Any disputes arising from this Agreement will be resolved in good faith through negotiation between the Participant and the Provider.
- 16.2 If a resolution cannot be reached, the matter may be referred to mediation, with costs shared equally between both parties.

### **17. Governing Law**

- 17.1 This Agreement is governed by the laws of the State of Queensland, Australia. Any disputes will be subject to the jurisdiction of the courts in Queensland.

By ticking this box, **I CERTIFY THAT** I fully understand and agree to the terms and conditions contained in this Agreement.

-end-