

- Water analysis
- Phytoplankton training
- Consultancy

JHC Course Terms and Conditions

Background

Jarvis Hunt Consultancy is a specialist environmental service provider with technical and training expertise in cyanobacteria, other phytoplankton and associated aspects. The courses offered are designed for students, scientists, and technicians who wish to learn about microscopy, as well as the identification and analysis of phytoplankton, or the environmental conditions that promote and influence their growth.

Parties

This 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. It covers the purchase and chosen format of delivery of your selected Course.

Please read this document carefully and address any questions to:
Jarvis Hunt Consultancy training@jarvishuntconsultancy.com.au

While it is expected that this Agreement will be signed and returned by you, you are deemed to have read and accepted the Terms and Conditions contained in this Agreement upon receipt by you via email or through our website, AND by continuing to accept and engage the services provided by Jarvis Hunt Pty Ltd.

TERMS AND CONDITIONS

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.
- 1.3 The initial term for any subscription for course access is 12 months. You may cancel your subscription at any time; however, if you are paying by quarterly or monthly instalments, any outstanding balance for the full course price becomes due upon cancellation.
- 1.4 After the initial 12 months, and/or the full fee has been paid, your subscription to a product may be cancelled at any time.

- Water analysis
- Phytoplankton training
- Consultancy

2 COURSES

2.1 Jarvis Hunt Pty Ltd provides the following services and programs:

- 2.1.1 The courses are available through a subscription model – prices listed are for each course, per seat, for one year of access, and include updates to content. Other products may be configured, and may have discounted rates applied, depending on the product and the number of seats purchased, chosen mode of sale or delivery.
- 2.1.2 Legacy versions of the courses purchased through a non-recurring subscription from previous versions of the website, will remain in the current format and students will maintain access to them until their enrolments lapse or is revoked. No updates to these older course versions will be made.
- 2.1.3 Access to legacy versions may be extended depending on circumstances and original program purchased. Once all content has been delivered, they will maintain access for one year after the commencement of the last enrolment. The student can then opt to take up a recurring subscription to access the new versions of the courses.
- 2.1.4 Additional online live training sessions can be booked as needed through the website or training platform if available. Products may be configured to include them as a bundle linked to a course via an order upgrade at purchase, or as a separate booking made via email or the website.
- 2.1.5 Courses offered, their content, and structure may change due to platform features, capabilities and plugins used, taxonomic revisions or to facilitate delivery.
- 2.1.6 Products may be offered as individual courses or bundled products for individuals, and larger organisations may have the option of a corporate account.
- 2.1.7 Pricing for customised programs and onsite training delivery will be based on the available catalogue, course pricing at the time of enquiry, travel costs, and training delivery and consultancy fees. Programs will be tailored to suit the client and JHC's availability. – POA
- 2.1.8 Courses available and an outline are detailed below. Prices listed are for the entire cost for the year of initial access and include GST and are subject to change on the website without notice. Changes in pricing apply to new enrolments and renewals.

- Water analysis
- Phytoplankton training
- Consultancy

2.2 **Foundation: Introduction to Microscopy - \$249**

This is an introductory course in compound light microscopy (brightfield and phase contrast). The course is suitable for students, professionals, and hobbyists seeking a solid foundation in the setup and operation of a compound light microscope, with additional material covering the setup of phase contrast.

Outline

- Module 1: Course Introduction
- Module 2: Microscopy; what, when, how
- Module 3: Anatomy of a Microscope and Setup
- Module 4: Calibration and Troubleshooting
- Module 5: Ergonomics
- Module 6: Course Summary and Key Learnings

2.3 **Foundation: Introduction to Phycology for Analysts - \$279**

This is an introductory course into phycology covering ecology and distribution, water column dynamics, differentiation of algae and cyanobacteria, anatomy, metabolism, toxins and taste and odour, adaptations, water column and bloom dynamics. Suitable for students, professionals, and hobbyists looking for background information that explains observations in analysis or to gain a broader understanding of phycology.

Outline

- Module 1: Course Introduction
- Module 2: Introduction to Phycology
- Module 3: Eukaryotic Algae
- Module 4: The Cyanobacteria
- Module 5: Features Used in Identification
- Module 6: Algal Blooms
- Module 7: Cyanobacterial Taxonomy
- Module 8: Course Summary & Final Assessment

2.4 **Intermediate: Identification of Potentially Toxic Cyanobacteria - \$189**

This is an intermediate course on common genera and species known to be potentially toxic. Suitable for students, professionals, and others who have completed the **Foundation: Introduction to Phycology Course**, or have some prior experience in cyanobacteria identification.

- Water analysis
- Phytoplankton training
- Consultancy

Outline

- Module 1: Introduction to Potentially Toxic Cyanophyta
- Module 2: Heterocystous Potentially Toxic Taxa
- Module 3: Non-Heterocystous Potentially Toxic Taxa
- Module 4: Colonial Potentially Toxic Taxa
- Module 5: Marine Potentially Toxic Taxa
- Module 6: Course Summary & Final Assessment

2.5 Intermediate: Identification of Heterocystous Cyanophyta - \$399

This is an intermediate course on common heterocystous, non-potentially toxic genera and species of the order Nostocales. Suitable for students, professionals, and others who have completed the **Foundation: Introduction to Phycology** Course or have some prior experience in cyanobacteria identification.

- Module 1: Introduction to Heterocystous Cyanophyta
- Module 2: Dolichospermum
- Module 3: Sphaerospermopsis
- Module 4: Aphanizomenon
- Module 5: Cylandrospermum
- Module 6: Anabaenopsis
- Module 7: Cuspidothrix
- Module 8: Chrysosporum
- Module 9: Course Summary & Final Assessment

2.6 Intermediate: Identification of Non-Heterocystous Filamentous Cyanophyta - \$289

This is an intermediate course on common genera and species of non-heterocystous filamentous cyanophyta. Suitable for students, professionals, and others who have completed the **Foundation: Introduction to Phycology** Course or have some prior experience in cyanobacteria identification.

- Module 1: Introduction to Non-Heterocystous Filamentous Cyanophyta
- Module 2: Pseudanabaena
- Module 3: Komvophoron
- Module 4: Planktolyngbya
- Module 5: Limnolyngbya
- Module 6: Glaucospira
- Module 7: Romeria
- Module 8: Spirulina

- Water analysis
- Phytoplankton training
- Consultancy

- Module 9: Arthrospira
- Module 10: Planktothrix
- Module 11: Planktothricoides
- Module 12: Oscillatoria
- Module 13: Limnothrix
- Module 14: Trichodesmium
- Module 15: Course Summary & Final Assessment

2.7 **Intermediate: Identification of Colonial Cyanophyta I - \$249**

This is an intermediate course on common genera and species of colonial cyanophyta. Suitable for students, professionals, and others who have completed the **Foundation: Introduction to Phycology Course** or have some prior experience in cyanobacteria identification.

- Module 1: Introduction to Colonial Cyanophyta
- Module 2: Colonial Taxa with a Simple Primary Structure
- Module 3: Colonial Taxa with a Secondary Structure & Pseudofilamentous Taxa
- Module 4: Colonial Taxa with a Tertiary Structure
- Module 5: Course Summary and Final Assessment

2.8 **Intermediate: Identification of Bacillariophytes - \$329**

This is an intermediate course on common genera of the Bacillariophyta. Suitable for students, professionals, and others who have completed the Foundation: Introduction to Phycology Course or have some prior experience in eukaryotic phytoplankton identification.

- Milestone 1: Introduction to Bacillariophytes
- Milestone 2: Pennate Diatoms I
- Milestone 3: Pennate Diatoms II
- Milestone 4: Centric Diatoms
- Milestone 5: Marine Diatoms
- Milestone 6: Course Summary, Feedback and Final Assessment

2.9 **Intermediate: Identification of Colonial Chlorophyta - \$TBA – Under development**

This is the second of two: an intermediate course on common genera of the colonial Chlorophyta. Suitable for students, professionals, and others who have completed the Foundation: Introduction to Phycology Course or possess some prior experience in eukaryotic phytoplankton identification.

- Water analysis
- Phytoplankton training
- Consultancy

2.10 **Intermediate: Identification of Filamentous Chlorophyta - \$TBA – Under development**

This is an intermediate course on common genera of the filamentous Chlorophyta. Suitable for students, professionals, and others who have completed the Foundation: Introduction to Phycology Course or have some prior experience in eukaryotic phytoplankton identification.

2.11 **Intermediate: Identification of Unicellular Chlorophyta - \$TBA – Under development**

This is an intermediate course on common genera of the unicellular Chlorophyta. Suitable for students, professionals, and others who have completed the Foundation: Introduction to Phycology Course or have some prior experience in eukaryotic phytoplankton identification.

3 **QUALIFICATIONS AND CERTIFICATIONS**

3.1 After completing any Course, the Participant will receive the Certificate of Attainment/Completion along with a signed course outline as its companion document for that Course. These documents may be included in your training records for accreditation, auditing, and professional development.

Note: These courses are not accredited and do not provide proof of competency in identification, analysis, or any other concepts. The responsibility for training and establishing competence lies with the individual undertaking the training and the party paying for the courses. They are responsible for ensuring all elements of the required training matrix are completed, including data handling, reporting, and precision, per their methods. Furthermore, they must verify that the person approving the competency has the necessary experience and authority to do so. No such responsibility is transferred to Jarvis Hunt Pty Ltd by undertaking these courses, unless explicitly contracted to provide such services (see company services terms and conditions {[hyperlink](#)}).

4 **COURSE FEES**

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

- 4.1.1 Full upfront, quarterly or monthly payment of the advertised Course fee at the time of enrolment via a Subscription or Membership plan. Payment options may vary between products.
- 4.1.2 Subscription or Membership Plan payments are automatically processed through the Jarvis Hunt Consultancy website and debited from your nominated credit card, PayPal account, or Offline Payment Method, depending on your selection at the time of purchase. Alternatively, they can be billed and invoiced offline by prior arrangement.

- Water analysis
- Phytoplankton training
- Consultancy

- 4.1.3 All fees are in Australian Dollars and inclusive of GST and may be presented internationally in local currency, if the platform and payment gateways, are configured, and the IP and VPN settings of the consumer allow.
- 4.1.4 Payment is accepted online by credit card or PayPal for online purchases.
- 4.1.5 Offline payments are available by invoice. Access to the courses will be configured manually and will not be granted until the payment is received. This may take up to 7 days.

4.2 DISCOUNTS, WEBINARS, AND SPECIAL OFFERS

- 4.2.1 The courses may be available at limited, early-bird or special rates periodically.
- 4.2.2 Discount codes (coupons) can be configured for special promotions and will be released through various communication channels. Limits may be set for the number of activations of coupons for the advertised price.
- 4.2.3 Webinars or online workshops may be offered as a mode of delivery for courses. These events may encompass an entire course over one or several sessions. Partial or composite programs may also be structured and offered, depending on the purpose of the training. JHC reserves the right to cancel advertised events where minimum registration numbers have not been met. Pricing will vary depending on content, length or number of sessions. Separate terms and conditions will apply to webinars.

4.3 LATE PAYMENTS

- 4.3.1 You are responsible for ensuring required payments are made on time.
- 4.3.2 Jarvis Hunt Pty Ltd reserves the right to revoke access to the course until the outstanding fees are settled.
- 4.3.3 If an account remains more than 30 days overdue, Jarvis Hunt Pty Ltd reserves the right to transfer the account to a third-party collections agency or revoke access and delete the account.
- 4.3.4 This Agreement will be deemed terminated, and access to the Course will be revoked.

4.4 VARIATION

- 4.4.1 Pricing remains valid for the duration of the Agreement.
- 4.4.2 Jarvis Hunt Pty Ltd reserves the right to alter any fees.
- 4.4.3 Changes in fees will not impact you until the next course delivery or when you renew a subscription after the initial 12-month period.

- Water analysis
- Phytoplankton training
- Consultancy

5 TRAINING SESSIONS

5.1 BOOKINGS

5.1.1 Training sessions can be purchased as optional upgrades during the initial purchase or as needed through the Course Platform or website, if available. Alternatively, you can book directly with Jarvis Hunt Pty Ltd via email and request an invoice.

5.2 PAYMENT

5.2.1 Payment for training sessions must be received prior to the session, either via our website payment gateways or by settling the invoice.

6 PAYMENT

You understand and agree:

6.1 Upfront Payment discounts

Where a payment plan is negotiated with Jarvis Hunt Pty Ltd, you agree to the following:

- 6.1.1 The cost of the seat for course access will be paid either upfront or in full for any product purchased directly through the Jarvis Hunt Consultancy website.
- 6.1.2 The cost of a product purchased via a Membership or subscription model, if offered, is paid monthly in advance. If the subscription is cancelled or payment fails, access to the courses will be revoked.
- 6.1.3 All invoices for offline payments are due for immediate payment. Access to the courses will be granted upon receipt of payment.
- 6.1.4 Payments that are arranged online using a debit or credit card, or PayPal account, will be deducted from your nominated payment method.

7 COURSE DELIVERY

You understand and agree: All Courses, where possible, will be delivered within the agreed time frame specified in the selected Course package, subject to the availability of training sessions.

- 7.1 Online training sessions will be delivered via Zoom, or arrangements can be made to use an alternative platform if required.
- 7.2 The trainee must attend all booked training sessions; otherwise, if a session is booked and the trainee fails to join, payment will be forfeited.
- 7.3 Any requested changes to booked session times must be submitted in writing at least 24 hours in advance or within a reasonable timeframe to training@jarvishuntconsultancy.com.au.

- Water analysis
- Phytoplankton training
- Consultancy

- 7.4 If JHC needs to cancel or reschedule a training session, they will aim to provide at least 12-24 hours' notice by email, or as soon as possible. JHC will also organise to deliver the session at the next mutually convenient time.
- 7.5 JHC recognises that urgent or unforeseen circumstances can occur and will consider any written submissions explaining extenuating circumstances after a booking has been missed. It may, at its discretion, honour these missed bookings and will endeavour to reschedule at a time convenient to both parties.

8 REFUND POLICY

You understand and agree:

- 8.1 Refund requests submitted more than three (3) days after purchase will be considered on a case-by-case basis and are not guaranteed. They may be approved entirely at Jarvis Hunt Pty Ltd.'s discretion.
- 8.2 Any refund requested within three days will include a calculation for any consulting or training services delivered, or work completed and received by the client. It will not include purchases of downloadable products by Jarvis Hunt Pty Ltd, recognising that these materials and resources may have been downloaded from the website. Any refunds granted may incur a cancellation fee of \$50 at Jarvis Hunt Pty Ltd.'s discretion, or the cost of the downloadable resources related to the original purchase, whichever is greater.
- 8.3 No refunds are provided for purchases of eBooks, digital resources, or products that have been downloaded, unless they fail to download from the website due to technical issues related to the Jarvis Hunt Consultancy website or hosting service.
- 8.4 All refund requests must be submitted in writing to Jarvis Hunt Pty Ltd, including the reason for your request.
- 8.5 Refunds are not available for a change of mind. Cancelling your subscription, membership, or account will result in the full course price being paid at the time of cancellation.
- 8.6 If a course or program is completed within the 12-month initial term, you remain responsible for the outstanding portion of the fee if paying via an instalment plan.

9 REFUND MANAGEMENT (Please see Refund Management for reasons other than a change of mind below)

- 9.1 You understand and agree:
 - 9.1.1 Your commitment to your own success and the completion of your Course is required to achieve maximum results.

- Water analysis
- Phytoplankton training
- Consultancy

- 9.1.2 Refund requests made after three (3) days of the Course's commencement will be managed in accordance with our obligations and your rights as a consumer under the Australian Consumer Law.
- 9.1.3 When your payment method is offline, costs will be calculated and deducted from the total fees owing to Jarvis Hunt Pty Ltd.
- 9.1.4 You will still be responsible for paying the remaining balance owed to Jarvis Hunt Pty Ltd.
- 9.1.5 Failure to pay at any time constitutes a breach of this Agreement, and we are entitled to seek legal relief and remedies for this breach, as well as recover the debt owed by you.
- 9.1.6 Outstanding accounts might be referred to a third-party debt collector.

10 YOUR OBLIGATIONS

- 10.1 Your commitment includes but is not limited to:
 - 10.1.1 Completing all modules, lessons and assessments within a course or program.
 - 10.1.2 Ensuring all live online sessions paid for within a course are booked and carried out.
 - 10.1.3 Participating in all scheduled live sessions and workshops.
 - 10.1.4 Completing self-assessments, training exercises, and assessment tasks.
 - 10.1.5 Providing valuable and constructive feedback for each course undertaken.
 - 10.1.6 Notifying Jarvis Hunt Pty Ltd of any course errors or access issues.
 - 10.1.7 Notify Jarvis Hunt Pty Ltd immediately if you suspect your login details or account security may be compromised.

11 SITE

- 11.1 The Site, which hosts all programs and resource materials, can only be accessed by Participants.
- 11.2 You will respect the confidentiality of Jarvis Hunt Pty Ltd and other Participants in all correspondence.
- 11.3 Technology issues
 - 11.3.1 If there are any problems with the Site or if the host or network goes down due to circumstances beyond our control, Jarvis Hunt Pty Ltd, trading as Jarvis Hunt Consultancy, shall not be held responsible. However, we will do our best to get the system back up as soon as possible when it is within our control.
 - 11.3.2 Jarvis Hunt Pty Ltd trading as Jarvis Hunt Consultancy shall not be liable to you or any other party because of viruses or malware that may infect your electronic equipment.

- Water analysis
- Phytoplankton training
- Consultancy

11.3.3 You agree that you:

- will not use any robot, spider or other devices, processes or means to access the courses and products.
- will not compromise or circumvent the security controls of the courses and products or otherwise gain unauthorised access to the website; and
- will not attempt to interfere with the proper working of the courses or platform.

12 **PROGRAM DASHBOARD**

- 12.1 You will be required to register your details to create a password to access the Course Platform Dashboard program content.
- 12.2 Your login details will be shared with the email address provided at registration.
- 12.3 It is your responsibility to ensure the details you provide are correct and current.
- 12.4 Password security must be maintained.
- 12.5 You are solely responsible for the protection and confidentiality of any password that you may have issued to or subscribed for from time to time.
- 12.6 You will not share your password with anyone else.
- 12.7 You will immediately notify us if your password is lost or becomes known to any other person.
- 12.8 You are solely responsible for accessing and using this Site via your password, whether such access or use is by you or any other person.
- 12.9 The personal information you provide for access to the Course Platform will be managed in accordance with our Privacy Policy <insert hyperlink>.

13 **INTELLECTUAL PROPERTY AND COPYRIGHT**

- 13.1 All material on this Site or otherwise delivered by Jarvis Hunt Pty Ltd, including hard copy resources, PDFs, books and digital downloads ("**Content**"), is subject to copyright by either Jarvis Hunt Pty Ltd and some third-party content providers, legally used in the production of the products on Jarvis Hunt Consultancy's website.
- 13.2 Modifying our content for any other purpose violates the copyright of these parties, and other proprietary rights and is strictly prohibited.
- 13.3 You acknowledge that you do not acquire any ownership rights by using the Site or our Content.
- 13.4 The trademarks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Jarvis Hunt Pty Ltd.
- 13.5 Whether registered or unregistered, the trademarks may not be used in connection with any product or service that does not belong to Jarvis Hunt Pty Ltd, in any manner that is

- Water analysis
- Phytoplankton training
- Consultancy

likely to cause confusion with customers, or in any manner that disparages Jarvis Hunt Pty Ltd.

- 13.6 As a Participant, you are bound, always, to ensure that you do not breach our intellectual property rights at any time for any reason.
- 13.7 You may not use any of the materials available in the Course or any teaching platform in a manner that infringes on our rights or has not been expressly authorised by us.
- 13.8 All material, including but not limited to videos, call recordings, resource downloads, and templates available in the Course and within any program created by Jarvis Hunt Pty Ltd, is provided solely for your personal and non-commercial use.

14 USE BY LICENSE ONLY

- 14.1 The use of materials for any other commercial purpose is strictly prohibited without the express written permission of Jarvis Hunt Pty Ltd.
- 14.2 You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, resell, or distribute in any manner or medium (including by email or other electronic means) any material from the Course or related programs without the express permission of Jarvis Hunt Pty Ltd. You may request such permission by emailing enquiries@jarvishuntconsultancy.com.au, but granting of such permissions is at the discretion of Jarvis Hunt Pty Ltd and all decisions are final.

15 ACKNOWLEDGMENT AND DISCLAIMER

You understand and agree:

- 15.1 The goal of the Courses is to teach environmental, technical, and analytical aspects relating to microscopy, cyanobacteria and phytoplankton, including identification of common taxa, from the perspective of routine analysis of phytoplankton.
- 15.2 Jarvis Hunt Pty Ltd cannot guarantee that you will achieve results or improvements with your skills or with the course content, tools, ideas, information, or strategies provided.
- 15.3 Results are dependent on various factors, including but not limited to your commitment, personal ability, and dedication, and are in no way dependent on any information or training provided to you by Jarvis Hunt Pty Ltd.
- 15.4 You have purchased the Course and engaged Jarvis Hunt Pty Ltd.'s services at your own risk.
- 15.5 All content, resources, and training are provided solely for personal use, or managed use by administrators of corporate accounts, and informational purposes.
- 15.6 Jarvis Hunt Pty Ltd does not make any representations, warranties, or guarantees, whether verbal or in writing, regarding your results or outcomes by engaging in the Courses.

- Water analysis
- Phytoplankton training
- Consultancy

15.7 Jarvis Hunt Pty Ltd provides education, training, support, guidance, and tools, but any decision you make and the consequences that flow from such decisions are your sole responsibility.

16 **LIMITATION OF LIABILITY**

You understand and agree:

- 16.1 Liability for the services provided by the Course Creator is governed solely by the Australian Consumer Law and these Terms and Conditions.
- 16.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.
- 16.3 Jarvis Hunt Pty Ltd guarantees that all courses supplied to you are provided with due care and skill and are fit for the purpose for which the services have been advertised.

17 **GOVERNING LAW**

- 17.1 You understand and agree:
- 17.2 The Terms and Conditions of this Agreement are governed and construed in accordance with the laws of the State of Queensland, Australia.
- 17.3 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the State of Queensland, Australia.

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

- End -