Presencesmith™

Terms of Service

Presenceworks Pty Ltd · ACN 696 491 282 · Brisbane, Queensland, Australia

Document	Presenceworks Terms of Service
Version	1.1
Effective date	1 November 2026
Edition	November 2026
Status	Final
Owner	Presenceworks Pty Ltd (ACN 696 491 282)

1. About these Terms

These Terms of Service govern access to and use of the Presenceworks website, the Presencesmith platform, and products and services supplied directly by Presenceworks Pty Ltd.

Presenceworks Pty Ltd (ACN 696 491 282) is an Australian company based in Brisbane, Queensland. Presencesmith is a brand of Presenceworks Pty Ltd.

In these Terms, "Presenceworks", "we", "us" and "our" refer to Presenceworks Pty Ltd. "You" and "your" refer to the individual or organisation using the platform or acquiring a product or service.

These Terms apply alongside any product-specific conditions, confirmed booking, quotation, engagement agreement or licence agreement accepted by the relevant parties.

Where a separately agreed written engagement or licence agreement expressly addresses a matter differently, that agreement governs the matter for the applicable engagement or licence, subject to mandatory law.

The Privacy Policy explains how personal information is collected and handled.

2. Acceptance and eligibility

You must be at least 18 years old to register an account or make a purchase.

By registering an account, you agree to these Terms and acknowledge the Privacy Policy. Where you purchase a product or service, the applicable purchase and booking conditions also form part of your agreement with Presenceworks.

If you act for an organisation, you confirm that you are authorised to enter into the relevant transaction or agreement on its behalf.

You must provide accurate information reasonably required for account administration, purchasing, taxation and service delivery.

Acceptance of the Terms does not constitute consent to receive optional marketing communications.

3. Accounts and access

You are responsible for maintaining the confidentiality of your account credentials and for activity carried out through your account, except to the extent caused by circumstances for which Presenceworks is responsible under applicable law.

You must not knowingly use another person's account without authorisation, bypass access controls or interfere with the platform's security and operation.

Presenceworks may take proportionate action to investigate suspected misuse, protect account security or prevent unlawful activity. Where reasonably practicable, we will explain any material restriction and provide an opportunity to resolve the issue.

An account may be suspended or restricted where reasonably necessary for security, unlawful conduct, material breach or non-payment. Any such action remains subject to existing purchase rights and applicable consumer law.

4. Products and digital access

Presenceworks provides digital products through registered Presencesmith accounts.

Unless otherwise stated, a paid digital product is purchased once and provides ongoing access to the edition acquired. Minor revisions and corrections to that edition are included without additional charge. A substantially revised or expanded edition may be sold separately.

Access is personal to the authorised purchaser or participant unless an applicable agreement grants additional organisational or delivery rights.

Purchasing a digital product does not transfer ownership of the underlying intellectual property.

You may use the material for your own authorised professional reference and application, subject to the permissions and restrictions stated in the material and any applicable licence.

You must not redistribute, resell, publish or commercially deliver protected Presencesmith materials except where expressly permitted by the applicable product terms or an additional written licence.

Trust Framework Essentials is available free through registration. It may be downloaded and shared in complete and unmodified form for evaluation, in accordance with the permissions accompanying that product.

5. Digital product refunds

Once access to a digital product has been provided, Presenceworks does not offer refunds solely because the purchaser changes their mind.

If a customer requests cancellation before digital access has been provided, Presenceworks will assess the request in accordance with the circumstances of the transaction, the terms disclosed at purchase and applicable law.

This change-of-mind policy does not limit any right to a remedy where a product is faulty, materially misdescribed, not supplied as agreed or otherwise fails to meet applicable statutory requirements.

Where a statutory right to cancellation or withdrawal applies, that right prevails over the standard change-of-mind policy.

6. Services

Presenceworks provides professional development programmes, workshops, advisory services, keynote presentations, executive briefings, practitioner training and other separately agreed services.

The particular scope, format, dates, deliverables, participant numbers and price are determined by the applicable published offering, booking confirmation, quotation or engagement agreement.

Presenceworks may provide services online, in person or through an agreed combination of delivery methods.

Services commissioned by an organisation are governed by the conditions applicable to that engagement.

7. Open programmes and workshops

Open programmes and workshops allow eligible individuals to enrol in scheduled sessions offered directly by Presenceworks.

Payment must be received before commencement unless Presenceworks expressly agrees otherwise.

7.1 Customer cancellation

For a customer cancelling an enrolment for change-of-mind reasons:

- At least 14 calendar days before commencement: a full refund.
- Between 7 and 13 calendar days before commencement: one transfer to an available alternative session without an additional transfer fee, or a 50% refund.
- Fewer than 7 calendar days before commencement: no standard change-of-mind refund; Presenceworks may offer a transfer at its discretion.

The available transfer must be to a session for which the participant satisfies the relevant requirements. The participant remains responsible for any separately disclosed difference in price where an alternative offering is selected.

7.2 Participant substitutions

One participant substitution is permitted without charge where Presenceworks receives at least 48 hours' notice before commencement and the replacement participant meets the applicable prerequisites.

Substitution requests received later may be considered at Presenceworks' discretion.

7.3 Non-attendance

Failure to attend without the required cancellation notice does not create an automatic entitlement to a refund or transfer.

Missing an individual session within a multi-session programme does not cancel the remaining sessions.

Presenceworks may make reasonable exceptions where appropriate.

7.4 Cancellation by Presenceworks

If Presenceworks cancels an open programme or workshop, the customer may choose a full refund of the relevant fee or a transfer to an available alternative session.

Where statutory rights provide an additional or different remedy, those rights apply.

8. Private organisational programmes and workshops

A private programme or workshop is commissioned for a particular organisation or group.

The booking confirmation or engagement agreement identifies the scope, fees, delivery arrangements and any approved additional expenses.

8.1 Cancellation by the client

For change-of-mind cancellations:

- At least 21 calendar days before the scheduled commencement: a full refund of programme or workshop fees, subject to separately approved, reasonable and genuinely unrecoverable third-party expenses.
- Between 14 and 20 calendar days before commencement: a cancellation fee of 50% of the agreed service fee.
- Fewer than 14 calendar days before commencement: a cancellation fee of up to 100% of the agreed service fee.

Any cancellation charge is subject to applicable law, the legitimate interests protected by the arrangement and the circumstances of the cancellation.

Presenceworks will not recover the same loss or expense twice. Any amounts already paid will be credited against the amount properly payable.

8.2 Rescheduling

A client may request one reschedule without an additional rescheduling fee by giving at least 14 calendar days' written notice.

The replacement date must be mutually agreed and fall within six months of the original booking date.

A request made with fewer than 14 calendar days' notice may be subject to the applicable cancellation conditions and any reasonable, approved, non-recoverable expenses.

8.3 Cancellation by Presenceworks

If Presenceworks cancels the engagement, the client may choose a refund of the relevant fees or a mutually agreed rescheduling arrangement.

The client will not be charged for travel expenses caused by Presenceworks' own cancellation.

Any additional rights under applicable law remain unaffected.

9. Advisory, keynotes and executive briefings

Advisory services, keynote presentations and executive briefings are scoped and priced by agreement.

Unless the applicable agreement provides otherwise, the following change-of-mind cancellation conditions apply:

- At least 21 calendar days' notice: refund of fees paid, less the reasonable value of client-approved preparation work actually completed.
- Between 14 and 20 calendar days' notice: a cancellation fee of up to 50% of the agreed service fee.
- Fewer than 14 calendar days' notice: a cancellation fee of up to 100% of the agreed service fee.

The fee charged must reflect the particular engagement, its preparation and delivery commitments, and applicable law. Presenceworks will take reasonable steps to avoid or reduce recoverable losses and will not recover the same expense twice.

If Presenceworks cancels, the client is entitled to a refund for undelivered services or may agree to reschedule.

Continuing advisory engagements may provide different cancellation and payment arrangements in the relevant written agreement.

10. Fees, deposits and payment

All published prices are in Australian dollars unless expressly stated otherwise.

Presenceworks is not currently registered for Australian goods and services tax and does not charge Australian GST.

Any taxes that lawfully become applicable to a transaction will be handled in accordance with the tax position and pricing information disclosed before payment.

Direct digital purchases are payable in full at purchase. Open programme enrolments are payable in full before commencement.

Unless otherwise agreed, invoices are payable within 14 calendar days of issue.

For private programmes, workshops and directly commissioned engagements, the standard arrangement is:

- A 50% deposit payable on confirmation.
- The remaining 50% payable 14 calendar days before delivery.
- Full payment on confirmation where the booking is made fewer than 14 calendar days before delivery.

Separately agreed milestone payments may apply to longer advisory engagements.

Presenceworks may defer commencement or suspend further performance while undisputed amounts remain overdue, subject to reasonable notice, the relevant agreement and applicable law.

Payment processing may be provided by Stripe. Customers may be charged currency conversion or international transaction fees by their own payment provider. Such fees are not charges imposed by Presenceworks.

10.1 Approved travel and additional expenses

Where in-person delivery requires travel, the client is responsible for reasonable travel, accommodation and related approved expenses.

Presenceworks will seek approval of the estimated travel budget before making bookings and may request advance payment where necessary.

Actual reasonable approved expenses will be reconciled against any advance payments.

If the client cancels or reschedules, separately approved, genuinely unrecoverable third-party expenses may be payable, after reasonable mitigation and deduction of refunds or credits.

Where Presenceworks cancels, the client is not responsible for travel expenses arising from that cancellation.

11. Subscriptions and recurring charges

A subscription renews automatically only where the recurring nature of the purchase, price, billing period and renewal arrangements were clearly disclosed and accepted.

Customers may cancel future renewals through their account where that functionality is available or by contacting Presenceworks.

Unless a different mandatory right or agreed arrangement applies, cancellation prevents the next renewal and takes effect at the end of the existing paid billing period.

Access continues until the end of that period.

Cancellation does not automatically entitle a customer to a refund of the unused paid period, except where required by applicable law or expressly agreed.

Any proposed change in renewal price or other material subscription terms will be communicated in accordance with applicable law before taking effect.

Organisational Delivery Licences and Authorised Practitioner Licences are governed by their applicable licence agreements and are not automatically subject to the ordinary website subscription provisions.

12. Licences, certification and independent practitioners

Presenceworks may grant organisational or practitioner delivery rights under separately agreed licence arrangements.

Purchase of an ordinary digital product, programme or workshop does not independently authorise a purchaser to deliver Presencesmith programmes commercially.

Certification does not by itself grant unrestricted delivery rights.

An Organisational Delivery Licence permits the agreed internal delivery by authorised certified practitioners within its scope.

An Authorised Practitioner Licence permits the named practitioner to deliver authorised programmes to clients within the scope of that licence.

Licences specify their applicable fees, duration, participant allocations, renewal arrangements, intellectual property permissions and delivery standards.

Independent practitioners who contract directly with their own clients are responsible for their own customer agreements. Presenceworks' standard direct-delivery cancellation arrangements do not automatically govern those separate transactions.

13. Consumer rights and statutory guarantees

Presenceworks' cancellation, refund, transfer and subscription policies operate in addition to rights and remedies that customers have under applicable consumer protection laws.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified.

These rights may arise under the Australian Consumer Law and mandatory consumer laws applicable in New Zealand, Singapore or South Africa.

Where an applicable statutory right conflicts with these Terms, that statutory right prevails.

A statutory cancellation or refund request will be assessed separately from a voluntary change-of-mind request.

Customers may contact hello@presenceworks.com.au to request a cancellation, refund or other remedy. Presenceworks will consider the applicable legal requirements and the particular circumstances.

14. Countries where purchases are available

Presenceworks accepts online paid purchases from eligible customers in Australia, New Zealand, Singapore and South Africa, subject to the actual availability and restrictions displayed at checkout.

Paid checkout is not available to customers in other countries unless Presenceworks subsequently enables that country.

A country may be temporarily unavailable for new purchases where tax registration, regulatory compliance or other applicable requirements need to be addressed.

A change in the countries available for new purchases does not automatically terminate existing purchases, purchased-edition access or other accrued customer rights.

Business customers must supply accurate billing and tax-identification information where required.

Providing a tax number does not by itself establish eligibility for a particular tax treatment.

Customers remain entitled to mandatory consumer protections that apply to their purchase, regardless of the governing-law provision below.

15. Intellectual property

Presenceworks owns or licenses the intellectual property in Presencesmith products, programme materials, publications, designs, diagrams, text and other original content.

Access to a product or service grants only the rights expressly described in the applicable purchase conditions, document notice or licence agreement.

Nothing in these Terms prevents lawful citation, fair dealing or other uses permitted by applicable intellectual property law.

Trade marks and other brand identifiers must not be used in a manner that misrepresents sponsorship, endorsement or affiliation.

16. Platform availability and discontinuation

Presenceworks will take reasonable steps to maintain the availability of purchased digital products and the supporting platform.

Temporary interruptions may occur for maintenance, security, technical failures or other operational reasons.

If Presenceworks decides to permanently discontinue a digital product or the platform, it will take reasonable steps to give affected customers at least 90 calendar days' advance notice where reasonably practicable.

Where the applicable product rights permit, customers will be given a reasonable opportunity to download purchased materials before access ends.

Unexpected business failure, insolvency or other circumstances beyond Presenceworks' reasonable control may make advance notice or continued access impossible.

Discontinuation does not remove existing rights to legitimately downloaded materials or any statutory right or remedy.

Where purchased functionality cannot reasonably be preserved, Presenceworks will consider the obligations and remedies arising under the applicable purchase terms and law.

17. Privacy and account deletion

Presenceworks handles personal information in accordance with its Privacy Policy and applicable law.

Customers may request account closure or use available account-deletion functionality.

Deleting an account may end the ability to sign in and access materials that require an active account. Customers should consider the consequences for their purchased access before requesting deletion.

Certain financial records, transaction details and associated location evidence may be retained after account deletion for taxation, accounting, regulatory or other lawful purposes, as described in the Privacy Policy.

Account deletion does not automatically erase existing contractual obligations or mandatory statutory rights.

18. Service information, advice and outcomes

Presencesmith products and services provide educational, professional development and advisory material within the scope described for the relevant offering.

Presenceworks does not guarantee a particular appointment, promotion, commercial outcome, organisational decision or other professional result.

Information and recommendations must be considered in the context of the customer's particular circumstances and do not replace specialist legal, financial, taxation or regulated professional advice where such advice is required.

Nothing in this section limits applicable consumer guarantees or obligations arising under a separately agreed professional engagement.

19. Responsibility and liability

Each party remains responsible for its obligations under these Terms and any applicable agreement.

To the extent permitted by law, Presenceworks is not responsible for losses arising solely from a customer's unauthorised misuse of the platform or material, or from circumstances wholly outside Presenceworks' reasonable control.

Nothing in these Terms limits liability or remedies where doing so would be unlawful, including applicable consumer guarantees.

Any additional limitation or allocation of liability for a separately commissioned organisational engagement must be expressly established in the relevant agreement and comply with applicable law.

20. Changes to these Terms

Presenceworks may revise these Terms to reflect changes in law, products, platform functionality or operating requirements.

The applicable version will be identified by its effective date.

Changes will not retrospectively remove accrued rights or materially alter the terms of an existing purchase without a lawful basis or the customer's agreement where required.

Material changes affecting ongoing subscriptions or services will be communicated as required by applicable law.

21. Governing law and disputes

These Terms are governed by the laws of Queensland, Australia.

The parties submit to the courts of Queensland and any Australian federal court with applicable jurisdiction, subject to mandatory legal requirements that confer other rights or forums.

This provision does not exclude non-excludable rights or remedies available to customers under applicable local law.

Customers should first contact Presenceworks so that concerns can be assessed and, where possible, resolved directly.

22. Contact

Presenceworks Pty Ltd
ACN 696 491 282
Brisbane, Queensland, Australia
Website: presenceworks.com.au
Customer enquiries: hello@presenceworks.com.au