Hedgehog Training Program Terms

Version 1.9 · Effective 28 October 2026

Hedgehog Australia Pty Ltd · ABN 44 616 230 516
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> These terms are self-contained. They do not depend on any other Hedgehog agreement. Where a client has separately signed a Hedgehog Marketing Service Agreement, these terms govern the Training Program and prevail over that agreement in respect of the Program.

The short version

A plain English summary of the terms that follow.

What you get	The proposal we emailed you - the channel(s), the sessions, the inclusions and the price. That proposal forms part of this agreement.
Your trainer	Every program is led by Josh, who runs your first session. For the rest of the program we match you with the trainer on our team best suited to your business and your channels, and we tell you who that is within one business day of your booking being confirmed. The price is the same whoever it is.
Your 8 weeks	This is a sprint, not a subscription. Your sessions run across 8 weeks from day one, built to take you from watching it done to doing it yourself. We allow up to 10 weeks in total so unforeseen delays never derail you.
Over Christmas	We close from 21 December to 1 January and are back on 4 January. If your program runs across the break, nothing is lost - sessions pause, pick up where they left off, and your window is extended to match.
Paying	Pick what suits: pay in full upfront and take $500 off, or three instalments of the full fee with no extra charge for splitting it. Your first payment is what locks in your start week, then money never has to be a conversation again. Prices exclude GST.
Holding your week	We take a limited number of new programs per start week, first come first served. A week is only yours once your first payment has gone through - not when we talk about it.
Booking your sessions	We will send you your session booking links once your trainer is confirmed. Book all of your sessions in one go - it is the only way we can hold the times you want across your program.
Moving a session	Life happens. Give us 24 hours notice and we will move it, no drama. Without notice, or if no one joins the call, the session counts as used - the momentum is what makes this work.
Before we start	We will ask for access to the relevant accounts before day one. Ten minutes of admin now means your first session starts at full speed.

Between sessions	The between-session work is optional - but it is where the skills actually stick. And you are never on your own: email support is included, answered within 2 business days and usually within 1.
Our material	You are getting the exact playbooks, templates and processes we use every day. They are yours to use in your business - and only your business. Keep them in-house: no sharing, reselling or passing on.
Your accounts	Everything built during the program lives in your accounts, in your name - campaigns, tracking, landing page, dashboard. When the program ends, you keep the lot. That is the whole point.
Promoting the work	We may feature your name and logo in our marketing as one of our clients. Your numbers are a different matter - we know results are sensitive, so we will always ask before publishing any figure. And if you would rather not be featured at all, tell us in writing and it is done.
Confidentiality	It runs both ways. What we see inside your business stays with us. Our course, processes and playbooks stay with you. Neither of us shares the other's material without permission.

The full terms

1. These terms, and how this agreement is formed

1.1 These are the terms on which Hedgehog Australia Pty Ltd ABN 44 616 230 516 ("**Hedgehog**", "**we**", "**us**", "**our**") provides its one-to-one advertising training program (the "**Program**") to you, the client ("**you**", "**your**").

1.2 "**Proposal**" means the proposal document we emailed to you, which sets out the Program, the advertising channel or channels covered, the session structure and inclusions, and the Program Fee.

1.3 A binding agreement between us is formed when all of the following have occurred:

(a) you confirm your acceptance of these terms;
(b) you book a commencement date for your first session; and
(c) we receive your first payment under clause 4 in cleared funds.

1.4 The Proposal forms part of this agreement. Together, these terms and the Proposal record everything agreed between us about the Program, and they replace any earlier proposal, quote, email or discussion about it.

1.5 Where there is any inconsistency, these terms prevail over the Proposal in respect of the legal and commercial terms on which the Program is provided. The Proposal prevails in respect of the Program scope, session structure, inclusions and the Program Fee.

1.6 The summary above is provided for convenience only and does not form part of the terms.

1.7 We may update these terms from time to time. The version in force at the time you accept them is the version that applies to you, and it does not change unless we both agree in writing. Each version is identified by a version number and effective date at the top of this document.

1.8 These terms are governed by the laws of Victoria, Australia. Both of us submit to the non-exclusive jurisdiction of the courts of Victoria.

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2. The Program

2.1 The Program is a one-to-one training program covering the advertising channel or channels set out in the Proposal. The number and length of sessions, the inclusions and the materials provided are also as set out in the Proposal.

2.2 Where the Proposal offers training in an additional or concurrent channel as an optional extra, that channel forms part of the Program only where you have accepted it in writing and the corresponding fee is included in the Program Fee. Where accepted, the additional channel is delivered within the same Delivery Window unless we agree otherwise in writing.

2.3 The Program commences on the date of your first session (the "**alignment session**"), being the commencement date you book.

2.3A Every Program is led by Josh Berg, who delivers the alignment session. The remaining sessions are delivered by a trainer from our team whom we assign to you having regard to your business and the advertising channel or channels covered by the Program (your "**assigned trainer**"). We will notify you of your assigned trainer within one (1) business day of the payment under clause 4.4 being received, and your assigned trainer is recorded on your booking. The Program Fee does not depend on who your assigned trainer is.

2.4 Sessions are delivered online by video conference unless otherwise agreed in writing. The alignment session is delivered by Josh Berg and the remaining sessions by your assigned trainer.

2.4A We may change who delivers a session, including the alignment session, where the person who would otherwise deliver it is unavailable. Any substitute is a member of our training team.

2.5 The Program is training. It is not account management and it is not a marketing retainer. You retain control of, and make all decisions about, your accounts and your advertising spend.

2.6 Anything not set out in the Proposal is an additional deliverable. Additional deliverables are quoted, agreed in writing and invoiced separately, and are payable within seven (7) business days of the invoice being issued.

2.7 We are available to provide the Program Monday to Friday between 9:00am and 5:00pm Australian Eastern Standard Time, excluding public holidays.

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3. Term and Delivery Window

3.1 The Program is designed to be delivered across eight (8) weeks from the alignment session.

3.2 To allow for unforeseen delays, all sessions set out in the Proposal must be delivered within ten (10) weeks of the alignment session (the "**Delivery Window**").

3.3 Any session not delivered within the Delivery Window is forfeited, with no refund or credit, unless we agree in writing to extend the Delivery Window. We will not unreasonably withhold an extension where the delay was outside your control.

3.4 Where a delay to a session is caused by us, the Delivery Window will be extended by an equivalent period.

3.5 Where a session is delayed by an event outside either party's reasonable control under clause 15, the Delivery Window will be extended by an equivalent period.

3.6 We close for an end-of-year break from 21 December to 1 January inclusive each year, returning on 4 January (the "**End-of-Year Closure**"). No sessions are delivered during the End-of-Year Closure. Where the Delivery Window overlaps the End-of-Year Closure, the Delivery Window is extended by the length of the overlap, and any session that would have fallen within the closure will be rescheduled to after we return. No session is forfeited under clause 3.3 by reason of the End-of-Year Closure.

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4. Fees and Payment

4.1 The Program Fee is the amount set out in the Proposal, exclusive of GST.

4.2 The Program Fee is payable by one of the following two methods, elected by you in writing before the alignment session:

(a) **Upfront** - one hundred per cent (100%) of the Program Fee less the Upfront Discount, payable in full in a single payment before the alignment session; or
(b) **Instalments** - three (3) equal instalments of the Program Fee, at no additional cost. The Upfront Discount does not apply to instalments.

4.2A The Upfront Discount is five hundred dollars ($500), exclusive of GST. It applies once per booking, whatever the number of channels, and is deducted after any other price we have agreed with you. It does not apply where the amount it would be deducted from is $500 or less.

4.2B The Early Bird Discount is five hundred dollars ($500), exclusive of GST, deducted from the Program Fee for the first booking made before 1 December 2026 (Melbourne time) for each commencement week beginning in January or February 2027. It applies once per booking, whatever the number of channels and whichever method under clause 4.2 you elect, and is in addition to the Upfront Discount. It does not apply to a booking made at a price we have agreed with you, including by way of a discount code, or where the amount it would be deducted from is $500 or less. A booking holds its week's Early Bird Discount on the same basis as it holds its commencement week, and a booking that lapses or is cancelled before payment releases it. Whether a booking receives it is shown before you pay.

4.3 If no election is made, clause 4.2(a) applies.

4.4 The upfront payment, or the first instalment, is due and payable at the time you book your commencement date. We are not obliged to commence the Program until it has been received in cleared funds.

4.4A We commence a limited number of Programs per commencement week. A commencement week is available to you only while a member of our training team is free to commence a Program in it. Commencement weeks are allocated on a first come, first served basis and are secured only when the payment under clause 4.4 has been received. No commencement week is reserved, held or promised to you before that payment is received, whether or not it has been discussed with you.

4.5 Where instalments are elected, the first instalment is payable under clause 4.4. The second instalment is due twenty-eight (28) days after the first day of your commencement week, and the third instalment is due fifty-six (56) days after the first day of your commencement week.

4.6 The Program Fee is committed and earned in full on commencement of the Program. Electing to pay by instalments is a payment arrangement only. It does not reduce the amount owed and it does not create any right to cancel or to stop paying.

4.7 Payments are made by direct bank transfer or via our credit card facility.

4.8 If any amount is not received by its due date, we are entitled to:

(a) suspend the Program until payment is received in full, with any time lost counting against the Delivery Window;
(b) terminate this agreement under clause 14.5;
(c) charge interest on the outstanding amount at fifteen per cent (15%) per annum; and
(d) recover from you any costs we incur in collecting the outstanding amount.

4.9 Any third-party subscriptions, tools, hosting or platform fees required to complete the Program are your responsibility and at your cost.

4.10 All amounts are expressed exclusive of GST. Where GST is payable on a supply under this agreement, you will pay an additional amount equal to the GST payable (currently 10%).

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5. Booking and Rescheduling Sessions

5.1 Once your first payment is received and you have been notified of your assigned trainer under clause 2.3A, we will send you the scheduling links for your sessions. You should book all of your sessions at that point. Booking your full schedule upfront is the only way we can guarantee your preferred times are available across the Program.

5.2 Where sessions are not booked upfront, we will use reasonable efforts to accommodate your preferred times, but availability cannot be guaranteed and the Delivery Window continues to apply.

5.3 To reschedule a session you must give us at least twenty-four (24) hours notice before its scheduled start time. We will always try to find a new time that works within the Delivery Window.

5.4 Where less than twenty-four (24) hours notice is given, or where nobody from your business attends within fifteen (15) minutes of the scheduled start time, the session is treated as delivered. We will use reasonable efforts to re-book it within the Delivery Window but are not obliged to do so.

5.5 A session may be rescheduled once. Repeated rescheduling of the same session results in its forfeiture.

5.6 Sessions run for their scheduled length and will not be extended to make up for a late start caused by you.

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6. Exclusive Use of the Program

6.1 The Program is provided to you as a business. Any person employed or engaged by your business may attend the sessions. We do not require participants to be named in advance.

6.2 The Program, the training materials, the session documents and the session recordings are provided exclusively for use within your own business.

6.3 You must not give, sell, licence, sub-licence, publish, distribute, share, teach or otherwise pass on the Program, or any part of the training materials, session documents or recordings, to any person outside your business.

6.4 You must not use the Program or any training material to deliver training, consulting or advertising services to any third party, whether for payment or otherwise.

6.5 You must take reasonable steps to ensure that any person you allow to attend a session or to access the training materials complies with this clause 6.

6.6 This clause 6 survives completion, expiry or termination of the Program.

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7. Getting Set Up

7.1 Before the alignment session you must grant us the access we reasonably request to the relevant accounts. Granting that access is a precondition to commencement.

7.2 If access is not granted before the scheduled alignment session, that session may be delayed. The Delivery Window continues to run from the originally scheduled alignment session date.

7.3 You will cooperate with us in the delivery of the Program and promptly provide us with full and accurate information when we ask for it.

7.4 Between-session work is recommended, not mandatory. You will achieve materially better outcomes from the Program by completing it. Where it is not completed, sessions will still run to schedule and any resulting rework will be absorbed within the scheduled session time.

7.5 To get the most from the campaign build session, we recommend your landing page is published and your conversion tracking is live and verified beforehand. We will tell you what is needed and by when, in good time.

7.6 If those items are not ready, the session will still go ahead. Campaigns may be built without being set live, or may be pointed at your existing pages and tracking rather than the new assets. Any work needed afterwards to switch them across is an additional deliverable.

7.7 If you would like us to publish the landing page on your behalf, we are happy to do so on request, capped at one (1) hour of work. Any work beyond that hour is an additional deliverable.

7.8 A valid payment method must be on the advertising account before any campaign can go live. Media spend is paid by you directly to the advertising platform and is separate from, and additional to, the Program Fee.

7.9 If we are delayed, or have to spend additional time or incur additional expense, because of your acts, omissions or failure to provide information, you will pay us our reasonable additional costs.

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8. Support Between Sessions

8.1 Between sessions we provide email support on matters within the scope of the Program. We guarantee a response within two (2) business days, and usually respond within one.

8.2 Support is guidance only. It does not extend to us building, changing, managing or optimising anything within your accounts.

8.3 Support is provided within the hours set out in clause 2.7.

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9. Intellectual Property, Materials and Recordings

9.1 "**Intellectual Property Rights**" means all present and future rights resulting from intellectual activity, whether protected by statute, common law or in equity, subsisting anywhere in the world, including copyright, inventions, patents, confidential information, trade secrets, technical data and know-how, registered and unregistered designs, trade marks, domain names, proprietary processes and formulae, technology, software source and object code, algorithms, and all rights of a like nature, together with all related documentation.

9.2 We have, at considerable time and expense, created unique content for the purpose of delivering the Program, including the training curriculum, run sheets, session documents, frameworks, playbooks, templates, workshops, manuals, reports and the processes for producing them (the "**Hedgehog Content and Processes**").

9.3 We retain ownership of all Hedgehog Content and Processes and all Intellectual Property Rights in them at all times.

9.4 We grant you a non-exclusive, non-transferable, revocable licence to use the training materials and session recordings within your own business, for so long as you comply with this agreement. No other licence or right is granted.

9.5 You must not make any recording of a session other than the recording we provide.

9.6 Ownership of content and materials produced specifically for your sole use is assigned and transferred to you ("**Client IP**"). This includes your campaigns, advertising accounts, tracking configuration, landing page and reporting dashboard, all of which are held in your own name.

9.7 Any content, processes or materials that overlap with pre-existing Hedgehog Content and Processes remain our property. Separate assignment may be obtained by a separate deed of assignment, at our sole discretion.

9.8 All materials and Intellectual Property Rights created for you by us but not used by you are retained by us.

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10. Promotion and Publicity

10.1 You grant us permission to use and publish your name and logo, together with the fact that you are our client, in any medium.

10.2 Without limiting clause 10.1, we may reference the Program and the work produced during it in case studies, proposals, our website, social media, advertising, presentations and other marketing material.

10.3 We will not publish your performance figures, results data or any other commercially sensitive numbers without first asking you and obtaining your agreement in writing. We recognise that these are sensitive, and the decision is always yours.

10.4 Where you agree to us publishing figures, we will present them accurately and in context.

10.5 If you would prefer not to be featured at all, tell us in writing and we will respect that from the date of your notice.

10.6 You grant us an irrevocable, non-exclusive, royalty-free licence to use the Client IP for the purposes permitted by this clause 10.

10.7 We may ask you for a written review or testimonial. Providing one is entirely voluntary.

10.8 This clause 10 survives completion, expiry or termination of the Program.

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11. Confidentiality, Data and Privacy

11.1 Each of us agrees not to use or disclose confidential information relating to or owned by the other, except as needed to perform our obligations under this agreement.

11.2 We will keep confidential your business information, account data, customer data, performance data and anything else we see or are given access to in the course of the Program. We will not disclose it to

any third party, except as permitted under clause 10, as you direct, or as required by law.

11.3 You will keep confidential the Hedgehog Content and Processes - including the training curriculum, our frameworks, playbooks, templates, session materials and recordings.

11.4 Neither of us is restricted in respect of information that is already in the public domain, or that enters the public domain through no fault of the receiving party.

11.5 Where we access your accounts under clause 7, we do so only for the purposes of delivering the Program, and we handle any personal information in accordance with our privacy policy at hedgehogmarketing.com.au/privacy-policy. You are responsible for ensuring you are entitled to grant us that access.

11.6 Each of us will maintain reasonable security over the other's confidential information. At your request after the Program ends, we will remove our access to your accounts.

11.7 This clause 11 survives completion, expiry or termination of the Program.

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12. Our Warranties

12.1 We will use reasonable care and skill in delivering the Program.

12.2 We will investigate any problem with a written deliverable, provided you notify us in writing within seven (7) days of it being delivered and give us the information we need to investigate. Our liability is limited to re-submitting the deliverable or re-performing the relevant part of the Program.

12.3 Any concern about a live session should be raised with us within two (2) business days of that session so it can be addressed within the Program.

12.4 Except as set out in this agreement, and other than as required at law, we give no further warranty, condition, undertaking or term, express or implied, as to the condition, quality, performance or fitness for purpose of the Program.

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13. Liability

13.1 Our total liability for direct loss or damage in contract, tort, misrepresentation or otherwise arising out of or in connection with this agreement or the Program is limited to the total Fees paid by you to us (excluding GST and expenses) in the twelve (12) months immediately prior to the events complained of.

13.2 Neither of us is liable to the other for any indirect or consequential loss, including loss of profits or business opportunity, whether arising under breach of contract, tort or any other legal principle, and regardless of whether a party has been advised of, knew of, or should have known of the possibility of such loss.

13.3 Nothing in this agreement operates to exclude, restrict or modify any guarantee, right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

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14. No Cancellation and No Refund

14.1 You may not cancel the Program once it has commenced.

14.2 The Program Fee is payable in full whether or not you attend, complete or make use of the Program. No refund or credit is given for any session you do not attend, forfeit under clause 3 or clause 5, or choose

not to take.

14.3 If you cease participating in the Program, the full Program Fee and any unpaid instalments become immediately due and payable.

14.4 If we end the Program for any reason other than your breach or non-payment, we will refund the portion of the Program Fee relating to sessions not delivered, pro-rated across the total number of sessions in the Proposal. Where the Upfront Discount or the Early Bird Discount applied, the refund is calculated on the amount you actually paid, being the Program Fee less those discounts.

14.5 We may terminate this agreement immediately if you fail to pay an invoice and the amount remains unpaid for fourteen (14) days after we notify you that it has not been paid.

14.6 Either of us may terminate this agreement immediately on notice if the other:

(a) is in breach of this agreement to a material extent and fails to remedy the breach within fourteen (14) days of being notified of it, where it is capable of being remedied; or

(b) is bankrupt, in a voluntary arrangement, in liquidation or receivership, has ceased or threatened to cease business, or is otherwise insolvent.

14.7 On termination for any reason, we are entitled to payment for all Fees properly incurred up to the date of termination.

14.8 Clause 13.3 applies to this clause 14.

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15. Events Outside Reasonable Control

15.1 Certain situations or events occur which are not within our reasonable control. Where one occurs, we will notify you and attempt to recommence delivering the Program as soon as the situation has been resolved.

15.2 In those circumstances there may be a delay, sometimes a substantial delay, before we can start or continue delivering the Program. Clause 3.5 applies to the Delivery Window.

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16. Disputes

16.1 Before starting court proceedings, other than for interlocutory or interim relief, we must each refer any dispute relating to this agreement to a nominated representative of each party, to try to resolve it within twenty (20) days.

16.2 If the dispute is not resolved within twenty (20) days, either of us may refer the matter to mediation. The mediator is appointed by agreement, or failing agreement, by the Chair of Resolution Institute or the Chair's designated representative. Unless we agree otherwise, the costs of mediation are shared equally.

16.3 If the dispute is not resolved following mediation, either of us may initiate court proceedings.

16.4 Despite any dispute, each of us must continue to perform our obligations under this agreement, including any payment obligations.

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17. General

17.1 Variations to this agreement are only effective if agreed in writing by both of us.

17.2 If any provision of this agreement is held invalid or unenforceable, it is deemed deleted and replaced by a valid and enforceable provision that so far as possible achieves the same intent. The remaining provisions continue in full force and effect.

17.3 The Program is provided to you on a non-exclusive basis.

17.4 Notices under this agreement may be given by email - to us at hello@hedgehogmarketing.com.au, and to you at the email address you provide when booking. It is your responsibility to tell us in writing if your contact details change.

17.5 A failure or delay by either of us in exercising a right under this agreement does not operate as a waiver of that right.

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