
TCAA LIABILITY DISCLAIMER AND LIMITATION OF LIABILITY

1. Scope of TCAA Accreditation

1.1 Nature of Accreditation

TCAA Instructor Accreditation is a voluntary professional recognition program that assesses instructors against established criteria at a specific point in time. Accreditation indicates that an instructor has met TCAA's standards at the time of assessment and has committed to maintaining those standards through ongoing compliance requirements.

1.2 What Accreditation Is Not

TCAA Accreditation does NOT:

- Guarantee the quality, safety, or effectiveness of any individual instructor's teaching
- Constitute an endorsement of any instructor's teaching methods, business practices, or personal conduct
- Create an employment, agency, partnership, or fiduciary relationship between TCAA and the accredited instructor
- Transfer liability from the instructor to TCAA
- Replace or substitute for the instructor's independent professional judgment, insurance obligations, or legal responsibilities

2. Disclaimer of Liability

2.1 No Liability for Instructor Actions

The Tai Chi Association of Australia (TCAA), its officers, directors, employees, volunteers, agents, and representatives (collectively "TCAA Parties") shall not be liable for any claims, damages, losses, injuries, or expenses arising from or related to:

- a) Teaching Activities:
Any instruction, demonstration, advice, or guidance provided by an accredited instructor to students, participants, or third parties
- b) Safety Incidents:
Any injuries, accidents, or adverse health outcomes occurring during or as a result of classes, workshops, or private instruction provided by an accredited instructor
- c) Professional Conduct:
Any acts, omissions, negligence, misconduct, or breach of duty by an accredited instructor
- d) Business Practices:
Any financial disputes, contractual disagreements, misleading representations, or business failures involving an accredited instructor
- e) Misuse of Accreditation:
Any misrepresentation, unauthorized use, or inappropriate reference to TCAA Accreditation by an instructor
- f) Relationship Disputes:
Any conflicts, disputes, or inappropriate relationships between an accredited instructor and their students, employers, or other parties

2.2 No Liability for Non-Compliance

TCAA and TCAA Parties shall not be liable for any claims, damages, losses, injuries, or expenses arising from an accredited instructor's:

- a) Failure to Maintain Insurance:
Lapsed, insufficient, or absent public liability or professional indemnity insurance coverage
- b) Expired Certifications:
Lapsed or expired First Aid certification, Working with Children Check, or other required credentials
- c) CPD Non-Compliance:
Failure to complete required Continuing Professional Development points or maintain professional standards
- d) Breach of Code of Ethics:
Violation of TCAA Code of Ethics or professional conduct standards
- e) Failure to Notify:
Failure to inform TCAA of changes in circumstances, incidents, or matters affecting accreditation

- f) Teaching Beyond Scope:
Instruction or activities beyond the instructor's accreditation level, training, or competence
- g) Misrepresentation:
False claims about qualifications, experience, or accreditation status

2.3 Third-Party Reliance

TCAA makes no representations or warranties to students, participants, employers, health funds, insurance companies, or any third parties regarding:

- a) The current compliance status of any accredited instructor between annual renewal periods
- b) The suitability of any particular instructor for any specific purpose or population
- c) The quality, safety, or outcomes of instruction provided by any accredited instructor
- d) The validity of any instructor's insurance coverage or other required certifications
- e) The absence of complaints, incidents, or disciplinary matters related to an accredited instructor (except where publicly disclosed following revocation)

Third parties are advised to:

- Verify current accreditation status directly with TCAA or through the public register
- Conduct their own due diligence before engaging an accredited instructor
- Request proof of current insurance and certifications directly from the instructor
- Not rely solely on accreditation status as a guarantee of quality or safety

3. Independent Contractor Status

3.1 No Employment or Agency Relationship

Accredited instructors are independent practitioners and not employees, agents, or representatives of TCAA.

TCAA:

- Does not control, supervise, or direct the teaching activities of accredited instructors
- Does not employ accredited instructors or have authority over their teaching practices
- Does not assume vicarious liability for the actions or omissions of accredited instructors
- Is not responsible for the financial, contractual, or employment arrangements of accredited instructors

3.2 Instructor Responsibilities

Each accredited instructor is solely responsible for:

- Maintaining their own insurance coverage at all times
- Ensuring compliance with all legal and regulatory requirements
- Managing their own business affairs and contractual relationships
- Making independent professional judgments about their teaching
- Maintaining their own professional development and competence
- Protecting the safety and welfare of their students
- Upholding professional and ethical standards in all activities

4. Applicant and Instructor Acknowledgments

4.1 By Applying for Accreditation, Applicants Acknowledge:

- a) They have read, understood, and accept this Liability Disclaimer and Limitation of Liability
- b) They understand that accreditation does not transfer any liability from them to TCAA
- c) They are solely responsible for obtaining and maintaining appropriate insurance coverage
- d) They are solely responsible for meeting all legal, regulatory, and professional obligations
- e) They will not hold TCAA liable for any claims arising from their teaching activities or business practices
- f) They indemnify and hold harmless TCAA Parties from any claims, damages, or expenses arising from their teaching activities, negligence, misconduct, or non-compliance with accreditation requirements
- g) They understand that TCAA's role is limited to assessment and recognition, not supervision or oversight of day-to-day teaching activities

4.2 By Accepting Accreditation, Instructors Agree:

- a) To maintain all required insurance coverage throughout their accreditation period
- b) To notify TCAA immediately of any lapse in insurance or certifications
- c) To notify TCAA of any serious incidents, claims, or complaints related to their teaching
- d) To not represent that TCAA assumes any liability for their teaching activities
- e) To not make claims or representations that could create an impression of TCAA liability
- f) To comply with all accreditation requirements including annual renewal and CPD obligations
- g) That failure to maintain compliance may result in suspension or revocation of accreditation, but does not transfer liability to TCAA

5. Indemnification

5.1 Instructor Indemnification of TCAA

Each accredited instructor agrees to indemnify, defend, and hold harmless TCAA Parties from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs, and expenses (including reasonable legal fees) arising from or related to:

- a) The instructor's teaching activities, instruction, or professional services
- b) Any injury, death, or property damage caused by or alleged to be caused by the instructor
- c) Any breach of contract, negligence, or misconduct by the instructor
- d) Any violation of law, regulation, or professional standard by the instructor
- e) Any misrepresentation or unauthorized use of TCAA Accreditation by the instructor
- f) The instructor's failure to maintain required insurance or certifications
- g) Any claim that TCAA is vicariously liable for the instructor's actions or omissions

5.2 Scope of Indemnification

This indemnification obligation:

- Survives termination, suspension, or expiration of accreditation
- Applies regardless of whether the claim arises during or after the accreditation period
- Extends to claims arising from activities undertaken while accredited
- Includes costs of defense even if claims are groundless or frivolous

6. Limitation of TCAA Liability

6.1 Maximum Liability

To the maximum extent permitted by law, the total aggregate liability of TCAA Parties for any and all claims arising from or related to the accreditation program shall not exceed the amount of fees paid by the instructor to TCAA in the 12 months immediately preceding the claim.

6.2 Exclusion of Consequential Damages

TCAA Parties shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to:

- Loss of income or business opportunities
- Damage to reputation or goodwill
- Loss of students or clients
- Business interruption or failure
- Emotional distress or mental anguish

6.3 Basis of Accreditation Decision

TCAA's liability, if any, is limited to the proper conduct of the assessment process in accordance with published procedures. TCAA shall not be liable for:

- Assessment decisions made in good faith based on available information
- Reliance on information provided by applicants or third parties
- Errors or omissions in applications that were not reasonably detectable
- Changes in an instructor's competence, conduct, or compliance after accreditation is granted

7. Applicable Law and Jurisdiction

7.1 Governing Law

This Liability Disclaimer shall be governed by and construed in accordance with the laws of the Australian State or Territory in which the TCAA Accredited Instructor resides and works, without regard to conflict of law principles.

7.2 Jurisdiction

Any disputes arising from or related to this Disclaimer or the accreditation program shall be subject to the exclusive jurisdiction of the courts of the Australian State or Territory in which the TCAA Accredited Instructor resides and works.

7.3 Severability

If any provision of this Disclaimer is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

8. Insurance Requirements Clarification

8.1 Independent Obligations

The requirement for accredited instructors to maintain insurance is an independent obligation of each instructor and does not:

- Create any obligation for TCAA to verify insurance coverage continuously
- Make TCAA responsible for ensuring instructors maintain coverage
- Transfer any liability to TCAA if an instructor's insurance lapses
- Create any right of action against TCAA for an instructor's failure to maintain insurance

8.2 Verification Limitations

TCAA verifies insurance documentation at the time of initial application and annual renewal only. TCAA:

- Does not monitor insurance coverage between verification points
- Does not receive notification from insurers if coverage lapses
- Cannot guarantee that an instructor's insurance is current at any given time
- Advises third parties to verify current coverage directly with instructors

8.3 Third Party Notice

Students, employers, and other third parties engaging accredited instructors are advised to:

- Request current certificates of currency directly from the instructor
- Verify coverage with the insurer if necessary
- Not assume that accreditation guarantees current insurance coverage
- Understand that TCAA cannot confirm insurance status between renewal periods

9. Monitoring and Compliance Limitations

9.1 Self-Reporting Model

The TCAA Accreditation program operates primarily on a self-reporting model where instructors are responsible for:

- Maintaining compliance with all requirements continuously
- Notifying TCAA of any changes affecting accreditation
- Submitting accurate information in renewal applications

9.2 Limited Monitoring Capacity

TCAA does not and cannot:

- Monitor instructors' day-to-day teaching activities
- Attend or observe every class taught by accredited instructors
- Verify continuously that instructors maintain all requirements
- Investigate every complaint or concern in real-time
- Guarantee that instructors are compliant between renewal periods

9.3 Reasonable Reliance

TCAA is entitled to rely on:

- Information provided by applicants and accredited instructors
- Documents and certifications submitted by instructors
- Self-declarations regarding compliance with requirements
- Absence of complaints or adverse information

TCAA is not liable for false, misleading, or inaccurate information provided by instructors.

10. Duration and Survival

10.1 Continuing Effect

This Liability Disclaimer:

- Applies from the date of application submission
- Continues throughout the accreditation period
- Survives expiration, suspension, or revocation of accreditation
- Remains in effect for claims arising from activities during accreditation period

10.2 Amendments

TCAA reserves the right to amend this Disclaimer at any time. Amendments will:

- Be published on the TCAA website
- Apply to all applications submitted after the amendment date
- Apply to existing accredited instructors from their next renewal date