

# Terms and Conditions for Clients



Your booking confirmation will confirm your agreement to the terms and conditions below, and the cancellation and refund policy.

1. WA Skills Training will not commence the provision of services until a deposit/full payment is received, or written authorisation for payment in the form of a purchase order has been received.
2. Terms of trading are strictly payment/deposit in advance, upon booking, unless a trading account is approved in advance, in which case trading terms are strictly 30 days from invoice date. Alternative terms are only offered on agreement from both parties and will be stated on the invoice.
3. The customer must pay for all goods and services supplied within the time specified, and has no right to withhold any monies beyond such time.
4. WA Skills Training Pty Ltd ("the Company") may discontinue the credit facility at any time (whether or not the Customer is in breach of any payment terms) by giving the Customer notice in writing to that effect at the address given above.
5. The Customer acknowledges and agrees that the Company may withhold supplies, certification and the submission of documentation to statutory bodies, if any amount owing by the Customer is overdue and unpaid whether in whole or in part. This may lead to a requirement for re-assessment of students, which will be at the customer's expense.
6. The Customer shall pay to the Company all costs, commissions, legal expenses and all other expenses incurred by the Company in collecting any monies outstanding and payable by the Customer to the Company.
7. The Customer shall immediately after its occurrence notify the Company in writing of any change in shareholding or proprietorship and the Customer as the case may be shall indemnify the Company in respect of any loss arising from the Customer's failure to do so.
8. If at any time, monies are overdue, the whole account then becomes due and payable and the Company is justified in proceeding legally to recover the whole debt. The customer will pay all costs incurred in collection of overdue amounts.
9. Until payment is received in full, the Company retains legal and equitable title to and the purchaser remains Bailee of the goods and services supplied and to the extent of the Company's interest any other products into which the goods and services supplied may be incorporated and any proceeds from the sale of goods supplied or the other products.
10. Training fees quoted are inclusive of Goods and Services Tax (GST). All other expenses are subject to GST. Where applicable, the GST will be billed to the client at cost, currently at 10% (nationally recognised training is GST free).
11. Maximum numbers of participants allowed per course are stated in the booking confirmation or as communicated by WA Skills Training. Exceeding these numbers may result in failure to complete all the learning outcomes specified by the course outline, thus additional days of training may be required to achieve the required outcomes. These additional days/hours will be at the client's cost.
12. Note that quotations are valid for 30 days. Please ensure that you book your training within 30 days of the date of the quotation.
13. Tentative bookings must be confirmed in writing within the times and terms specified in the quotation. Emails are acceptable as written confirmation. Failure to confirm tentative bookings will result in termination of the booking, and the possible loss of training dates. WA Skills Training will not be liable for any loss resulting from the cancellation of unconfirmed bookings.
14. Flight and accommodation bookings are subject to availability; delays in confirming bookings may result in training being postponed or cancelled due to the unavailability of flights and/or accommodation. A 20% administration fee will be added to the total cost incurred by WA Skills Training for all expenses such as catering, travel, accommodation, car rental, taxis, course consumables, medicals and similar items.

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15. Where training is conducted at the client's premises, the client will, unless specified otherwise in the quotation and purchase order, be responsible for:
  - a) Arranging a suitable training venue and ensuring that all equipment necessary for the training is available and in a safe serviceable condition, suitable for the purpose for which it is intended
  - b) The coordination and booking for all WA Skills Training staff and trainers travelling to site in order to meet scheduled training delivery commitments of the following: airfares, daily transport requirements to and from site, accommodation, and meals.
  - c) Any machinery used or hired will be billed to the client's account. Where trainers are required to undergo site inductions and/or medicals, these will be at the client's expense.
16. Standby Rates shall apply where a trainer is required to be on site and is not required to work, due to any of the following:
  - a) The site does not work every day, but the trainer is required on site for days not worked
  - b) The site is shut down due to inclement weather or an accident, incident or strike; or,
  - c) Due to any other reasons outside the control of WA Skills Training, the client instructs WA Skills Training to temporarily cease work.
  - d) Standby rates apply provided the client does everything possible to mitigate the costs associated with the standby.
  - e) Where training is cancelled, postponed or delayed due to a suitable training venue or equipment not being made available by the client, the full day rate will be payable for the first day and a standby rate of \$900.00 will be charged for any additional days that the trainer remains on site.
17. Where a project is valued at more than Ten Thousand Dollars (\$10,000) and/or runs over a period of one month or more, WA Skills Training reserves the right to invoice for monthly progress payments for the proportion of work already undertaken.
18. WA Skills Training will provide the services in a professional manner strictly in accordance with the quotation as provided. The liability of WA Skills Training in respect to any injury or loss arising from the negligence of WA Skills Training in discharging their obligations under the brief shall be limited to Five Million Dollars (\$5,000,000) in any and all circumstances.
19. Confidential information must not be disclosed by either party, without the prior written consent of the other party.
20. WA Skills Training holds the copyright to all the courses it delivers and provides. The curriculum and all accompanying documentation have been developed, and are owned, by WA Skills Training. Course material may not be duplicated in full or part without written authorisation from WA Skills Training.
21. A Party is excused from performing its obligations to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds) for reasons such as acts of God, natural disasters, acts of war, riots, and strikes outside that Party's organisation. Where these circumstances arise, the affected Party will give notice of them to the other as soon as possible, identifying the effect they will have on its performance, and will make all reasonable efforts to minimise the effects. If non-performance or diminished performance by the affected Party continues for a period which the other Party reasonably regards as commercially untenable, the other Party may terminate the booking. If the booking is terminated in these circumstances, each Party will bear its own costs and neither Party will incur further liability to the others, except for services already rendered.
22. These Terms and Conditions shall be construed in accordance with the law of the State of Western Australia and the client agrees to submit to the non-exclusive jurisdiction of the courts of that state.

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## Cancellation and Refund Policy

Please consider the cancellation and refund policy before making a commitment to undertake training.

WA Skills Training does not accept liability for loss or damage suffered in the event of any cancellation. In the event of personal emergency, applications for a refund will be dealt with on an individual basis.

Possible refund options may be, but are not limited to the following methods; credit card and electronic transfers.

### In the event that WA Skills Training cancels the training course:

- Client / Student will be offered alternative dates if the training is rescheduled
- If the training is not rescheduled or the dates offered do not suit the Client and/or Student, the Client/Student will be refunded in full within 5 days of the training cancellation

### Course cancellation by Client:

- Cancellation fee will be invoiced if training is cancelled 24 hours prior to commencement of the course
- Cancellation fee is 50% of the total course cost quoted

### Non Attendance of student:

- The Client will be notified via telephone and email that their student has not arrived for training
- The Client will be invoiced a Non-Attendance Fee of 50% of the total course cost for each student that does not attend scheduled training
- If training is re-scheduled and student does not attend for a second time, the full course cost will be invoiced in this instance

### Student Withdrawal after course has commenced:

- Course fees are NON REFUNDABLE in this instance

### Not Yet Competent:

- If a student is deemed not yet competent, they are entitled to one free assessment re-sit
- Each subsequent re-sit will attract full course fees, less Worksafe fees if applicable

### Online Training cancellations and refunds:

- Once a student has been enrolled, no refund will be given due to withdrawal or cancellation – as the course is deemed commenced
- A \$45.00 NON REFUNDABLE administration fee is included in the cost of each online unit
- The \$45.00 administration fee will be held if the student withdraws their application or is not eligible for the required upgrade
- There will be no refund once a student has been enrolled and their login details have been emailed
- Students who are unsuccessful after one attempt will need to attend the face-to-face refresher and will be charged the full refresher enrolment fee

### RPL cancellations and refunds:

- RPL evaluation of evidence costs are NON REFUNDABLE.

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