

ERGT Standard Terms and Conditions

DEFINITIONS

ERGT - Entity Trading as ERGT Australia Pty Ltd

Account Client - The organisation under which a Learner has been nominated to participate in a training course that does hold a credit account with ERGT

Non-Account Client - The organisation under which a Learner has been nominated to participate in a training course that does NOT hold a credit account with ERGT.

Learner - Participant of the training course booked and delivered by ERGT

1. APPLICATION

- 1.1. The following standard terms and conditions apply to any public training course that ERGT Australia offers.
- 1.2. Fees for public courses are available:
 - on our national course price list on our website, under [useful links](#)
 - via our [courses](#) pages on our website
 - via our system on our website
 - by contacting our National Sales and Services team on 1300 374 828 or at info@ergt.com.au

2. ENROLMENT

- 2.1. Course enrolment and payment information is sent at the time of booking, and enrolments are considered tentative until ERGT Australia receives full payment or a Purchase Order.

NOTE: Purchase orders are only accepted from Account Clients.

- 2.2. Course availability is subject to scheduling and minimum learner numbers.
- 2.3. Courses running on weekends and local public holidays may incur additional costs and are subject to minimum learner numbers.
- 2.4. All learners studying nationally recognised Vocational Education and Training (VET) courses must provide their USI when they enrol for Nationally Recognised Training (NRT). ERGT can accept enrolments and payments, but is prohibited by law from issuing a Statement of Attainment or Qualification for NRT unless a USI has been provided and verified.
- 2.5. Quotations are available on request when the training outcomes or pricing vary from that on our National Pricelist.
- 2.6. Quotations are subject to change, valid to the indicated date, and based on the date training is attended.
- 2.7. A quotation is considered accepted by returning it with written confirmation, issuing a Purchase Order (Account Clients only), or making a Payment.

3. PAYMENT

- 3.1. All non-account clients are required to pay the full value of course fees at the time of booking. Bookings will not be confirmed until full payment has been received.
- 3.2. Account Clients must confirm with a 'hard copy' of the purchase order at the time of booking unless otherwise agreed in writing. Our standard terms are 30 days EOM
- 3.3. If payment details or purchase order are not received 2 business days prior to course commencement, ERGT reserves the right to cancel the enrolment as per the refunds and cancellations stipulated in the table below – 5.2 Refunds and Cancellations
- 3.4. Learners who successfully complete course requirements will not receive a statement of attainment or qualification until all course fees are paid in full.
- 3.5. For Account Clients only - At the discretion of ERGT and with a consideration of valid reason (extenuating circumstances only), a learner may be allowed to complete a course with ERGT without providing a Purchase Order at the time of booking. ERGT reserve the right to withhold the issue of a statement of attainment or a qualification until payment or a purchase order is received.

4. PAYMENT OPTIONS

- 4.1. ERGT Australia accepts payment by the following methods:
 - Direct Transfer (ERGT's bank account details will be shown on the course payment information page, quotation and invoice)
 - Visa or MasterCard
- 4.2. All payments must be made in Australian Dollars, and international money transfers may attract an additional transfer fee of \$ 25 AUD.

5. REFUNDS AND CANCELLATION

- 5.1. ERGT reserves the right to cancel courses without notice. In the event ERGT Australia cancels a course, the training will be rescheduled to a mutually convenient time. Should this not be possible, ERGT guarantees to provide a full refund of any training fees already paid. ERGT is not liable for any claims arising from the cancellation of a course.
- 5.2. Learners and clients must advise ERGT Australia in writing to info@ergt.com.au or via phone call 1300 374 828 of their intention to cancel their enrolment. The scale of refund is determined by the amount of notice given, as outlined in the table below or as specified in an existing Contract or Service Agreement.

Cancellation and Reschedule Notice Provided	Charge Incurred	Refund Entitlement
More than 2 business days	No cancellation fee	100% of the course fee
Within 1-2 business days	50% of the course fee (incl. GST)	50% of the course fee
Cancellations on the day of course commencement, failure to attend or complete the course	100% of the course fee (incl. GST)	No refund

- 5.3. If the learner has a valid reason for not being able to attend the full duration of the course, the training may be rescheduled to a mutually convenient time at no additional charge. (e.g. Valid Reasons: Medical Reason (a medical note from a doctor must be provided), family emergency, National or State Emergency or Disaster). If a valid reason has not been provided, the cancellation terms apply.
- 5.4. Refunds of training fees will be paid at the discretion of ERGT (acting reasonably) to the bank account or credit card from which payment was received to the original payer.
 - If paid via EFT, we will require a remittance or proof of purchase before we are able to provide the refund.
 - Refunds will be processed within 1 week of application.

6. LATE ARRIVAL POLICY

- 6.1. Learners are required to arrive 30 minutes prior to the course start time. Late arrivals may be denied entry to the course at the ERGT's discretion. If a learner is turned away due to late arrival, the full course fee or an administration fee may be charged, and no refund will be issued. Learners may be required to rebook and pay for a new session.

7. RESCHEDULES AND SUBSTITUTIONS

- 7.1. Learners who are unable to attend a course on which they have enrolled are encouraged to reschedule their enrolment to a subsequent course date to be conducted by ERGT Australia, subject to availability.
- 7.2. Rescheduling an enrolment will not incur additional charges if rescheduled more than 2 business days from the course start date.
- 7.3. A fee may be charged if rescheduled within the same cancellation timeframe stipulated above in 5.2 Refunds and Cancellations.
- 7.4. Charges will be applicable where amendments to the original course booking differs from the course reschedule request.
- 7.5. Pricing is valid for the date training is attended. If an amendment is required and the enrolment is rescheduled to a course on another date, applicable pricing will be charged.
- 7.6. Account clients may substitute an alternate person at any time prior to course commencement at no additional cost.
- 7.7. An Administrative Fee of \$150 may be charged if a learner is rescheduled to alternate courses dates on more than 2 consecutive date changes.

8. RECOGNISED PRIOR LEARNING (RPL)

- 8.1. RPL can be addressed on a case-by-case basis with an initial review fee of \$280.00 +GST
 - 8.1.1. Once the RPL case has been reviewed by one our team, a quote may be provided if the costs exceed the initial fee and each RPL case is quoted on an hourly basis.

9. CLIENTS AND PARTICIPATION

- 9.1. The Learner, must ensure that they, at all times during the Training Course:
 - act in full compliance with all applicable health and safety legislation, regulations and policies.
 - follow all instructions or directions given by ERGT personnel.
 - and not be under the influence or in possession of alcohol or illegal drugs.
- 9.2. If any Learner fails to act in accordance with the above requirements or is reasonably believed to have taken or used any illegal substances or alcohol, ERGT may, in its absolute discretion, require such Learner to leave the Training Course immediately. ERGT will inform the client of any such event. In such an event, no fees or payments shall be reimbursed to the client for the Learner's failure to complete the Training Course.

10. LIABILITY OF CLIENTS AND PARTICIPANTS

- 10.1. It is the client's responsibility to ensure that all sponsored Learners behave responsibly and follow instructions given by ERGT personnel at all times.
- 10.2. ERGT reserves the right to dismiss a Learner from a Course without liability if, in ERGT's reasonable opinion, the behaviour of a learner is unacceptable. In such an event, no fees or payments shall be reimbursed to the client for the learner's failure to complete the course.

11. COURSE CERTIFICATION

- 11.1. To receive course certification, a learner must complete all aspects of a course to the standard(s) specified by ERGT. If the Learner fails to complete any element of the Course in question, the Learner shall not be entitled to certification and shall be deemed Competency Not Achieved (CNA).
- 11.2. Examples of valid reasons for Competency Not Achieved (CNA) learners:
 - Failure to complete modules
 - Medical Reasons
 - Family Emergency
 - Invalid reason
 - Personal Appointments
 - Operational Requirements from employers
- 11.3. In such an event, with a valid reason, ERGT will work with the Learner, or the learner's employer, to ensure the training and assessment is completed within 90 days of the course start date at no additional costs.
- 11.4. Where an invalid reason is provided, a 50% charge of your original full course fee will be applied.
- 11.5. If the learner does not return within the 90-day timeframe, no fees or payments shall be reimbursed. Any matter relating to the provision of Course certification shall be determined by ERGT in its absolute discretion, ERGT acting reasonably.

12. DATA PROTECTION

- 12.1. The client and learner agree that ERGT is permitted to process personal information about the learner as part of its records, and ERGT may process such information as part of ERGT's business to provide the service as per the agreement and in accordance with ERGT's Privacy Policy.
- 12.2. Subject to clause 11.1, a party must not, and must ensure that its Personnel do not, without the prior written approval of the other party, disclose or use Confidential Information other than as strictly necessary for the purpose of fulfilling its obligations under this Purchase Order.
- 12.3. A party may disclose Confidential Information:
 - as required by applicable Law;
 - where such information ceases to be confidential, other than due to a breach of clause 9.1; or
 - where such information is received from a third party, provided that it was not acquired by the third party in breach of this clause 11 or any other confidentiality undertaking.

• INTELLECTUAL PROPERTY RIGHTS

- 12.4. All intellectual property rights (whether registered or unregistered) used, created or embodied in or arising out of or in connection with the delivery of the Courses shall remain the sole property of ERGT.

- 12.5. All materials and information (in whatever form) provided by ERGT to the client or a learner in connection with the Courses may not be copied, distributed or made available to any third parties.
- 12.6. A learner is, subject to the previous paragraph, entitled to retain for their personal use the Training Course materials that are provided to them.

13. ERGT LIMITATION OF LIABILITY

- 13.1. ERGT assumes no liability towards, and shall not be liable to, the client and/or the learner for any types of loss, damage, injury sustained by the client and/or Learner in connection with or as a result of Courses, unless the loss, damage or illness was caused by an intentional or grossly negligent act from someone who acts for or on behalf of ERGT in connection with a Course.
- 13.2. ERGT's liability, if any, towards a client and/or learner for Courses and services shall not include indirect or consequential losses, for instance, loss of income, profit or contractual position. ERGT's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Courses and further, any liability shall in any case be limited to \$AUD 500,000.

14. INSURANCE

- 14.1. The client and ERGT shall respectively obtain, maintain and keep in full force and effect all compulsory (e.g. workers' compensation, auto liability), and customary (e.g. liability, property damage) insurances.
- 14.2. Self-sponsored clients shall obtain, maintain and keep in full force customary insurances for private individuals.

15. FORCE MAJEURE

- 15.1. Neither party shall be in breach of these Terms and Conditions nor liable for any failure or delay in performance of its obligations (other than the obligation to make payments of money) arising or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to, acts of God, fire, explosion, embargo, terrorism, civil disturbance, epidemics, pandemics, lightning damage, electromagnetic interference, radio interference, strikes and industrial dispute.
- 15.2. Both parties are obligated to the other to mitigate the effects of the said events in 15.1

16. JURISDICTION

- 16.1. Any disputes, claims or disagreements between ERGT and a client and/or learner regarding these Terms and Conditions and/or Courses or services regulated by these Terms and Conditions shall be governed by and construed in accordance with the laws in the jurisdiction of the ERGT entity conducting the Course or delivering the service.