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ERGT.EDU.AU

**ERGT Australia RTO Pty Ltd**

Trading as ERGT Australia

ABN 78 132 351 216

RTO 2534

## Standard Terms & Conditions

### 0 Definitions

<b>ERGT</b>	ERGT Australia RTO Pty Ltd – trading as ERGT Australia and includes any entity trading under that name.
<b>Account Client</b>	An organisation that holds an approved credit account with ERGT, nominates one or more learners to participate in training courses, and is responsible for payment of all applicable fees in accordance with ERGT’s agreed payment terms.
<b>Non-Account Client</b>	An organisation that nominates one or more learners to participate in training courses, <u>does not</u> hold an approved credit account with ERGT, and is required to pay all applicable fees in full prior to the commencement of the relevant course, unless otherwise agreed in writing by ERGT
<b>Individual</b>	A person who enrolls in an ERGT training course in their personal capacity and is solely responsible for the payment of all training fees directly to ERGT prior to course commencement.
<b>Learner</b>	Any individual who is enrolled in or attends a training course delivered by ERGT.
<b>Nationally Recognised Training (NRT)</b>	Training and assessment leading to an AQF qualification, accredited course, skill set, or unit of competency, delivered by ERGT as an approved RTO #2534, in accordance with the standards and regulatory requirements
<b>Non-Nationally Recognised Training (NRT) / Product</b>	Any training program, course, or service delivered by ERGT.

## 1 Application

- 1.1 The following standard terms and conditions apply to any public training course that ERGT offers.
- 1.2 Fees for public courses are available:
  - Via our [course](#) pages on our website
  - By contacting our National Sales and Services team on 1300 374 828 or at [info@ergt.com.au](mailto: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 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 must meet the minimum required learner numbers.
- 2.3 Courses running on weekends and local public holidays may incur additional costs and are subject to minimum required 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 via 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 course fees at the time of booking. Bookings will remain tentative and are not confirmed until full payment has been received.
- 3.2 Learners enrolling in non-NRT courses must pay all applicable fees in full at the time of enrolment or prior to the commencement of the relevant course, unless otherwise agreed in writing by ERGT. ERGT reserves the right to refuse entry to, or participation in, any course where full payment has not been received.
- 3.3 Learners enrolling in NRT courses must pay the required deposit (where applicable) at the time of enrolment to secure their booking, where course fees exceed AUD \$1,500. The remaining balance must be paid in accordance with the payment instructions and due dates provided by ERGT at the time of enrolment.
- 3.4 Account Clients must provide a valid purchase order at the time of booking unless otherwise agreed in writing. Standard payment terms are 30 days end of month (EOM)
- 3.5 If payment details or a purchase order are not received at least 2 business days prior to course commencement, ERGT reserves the right to cancel the enrolment in accordance with clause 5.2 (Refunds and Cancellations)
- 3.6 Learners who successfully complete course requirements will not receive a Statement of Attainment or qualification until all course fees have been paid in full.

- 3.7** For Account Clients only, ERGT may, at its discretion and where extenuating circumstances apply, permit a learner to attend training without a purchase order at the time of booking. ERGT reserves the right to withhold the issuance of a Statement of Attainment or qualification until payment, or a valid purchase order is received.

## 4 Payment Options

- 4.1** ERGT 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.
- 4.3** Learners who are paying independently from their employer (self-funded) for courses that are over \$1500, must pay the minimum deposit to secure booking. Instructions for collection of remaining fees will be provided at enrolment.

## 5 Refunds & Cancellations

- 5.1** In the event ERGT cancels a course, the training will be rescheduled to a mutually convenient time. ERGT will notify all involved parties as soon as practically possible. Should this not be possible, ERGT will provide a full refund of any training fees already paid.
- 5.2** Learners and clients must advise ERGT in writing to [info@ergt.com.au](mailto: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.

<b>Cancellation and Reschedule Notice Provided</b>	<b>Charge Incurred</b>	<b>Refund Entitlement</b>
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** At the time of the cancellation notification, if the learner has compassionate or compelling circumstances to not attend the full duration of the course, ERGT will assess the matter case by case and may ask for documentary evidence. These circumstances are usually things outside your control, such as illness, family emergency, wellbeing issues or similar serious disruption. 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. Learners will be required to rebook and pay for a new session.

## 7 Reschedules & 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, subject to availability.
- 7.2** 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 Complaints & Appeals

- 8.1** ERGT maintains a complaints and appeals process
- 8.2** Clients, learners and other stakeholders may lodge a complaint or appeal at no cost, either verbally or in writing via ERGT staff or email at [info@ergt.com.au](mailto:info@ergt.com.au).
- 8.3** All complaints and appeals will be handled fairly, impartially and in accordance with the principles of natural justice.
- 8.4** ERGT will acknowledge receipt of a complaint or appeal and aims to resolve all matters as soon as practicable. Where additional time is required, the complainant or appellant will be advised in writing.
- 8.5** ERGT will provide a written outcome, including reasons for the decision.
- 8.6** Learners have the right to appeal assessment decisions.
- 8.7** If a complainant or appellant is not satisfied with the outcome, they may escalate the matter to the relevant external body.
- 8.8** Further details of the complaints and appeals process are available upon request or via ERGT's website.

## 9 Recognised Prior Learning (RPL)

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

## 10 Clients & Learners

- 10.1** 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.
  - Not be under the influence or in possession of alcohol or illegal drugs
- 10.2** If any learner fails to act in accordance with the above requirements or is reasonably believed to be under the influence of any illegal substances or alcohol, ERGT reserves the right, at its sole discretion, to remove the learner from the training course immediately. ERGT will notify the relevant client (where applicable), whether the learner is enrolled as an account or non-account client. In such circumstances, no fees or payment will be refunded for the learner's non-completion of the training course

## 11 Liability of Clients & Learners

- 11.1** It is the client's responsibility to ensure that all sponsored learners behave responsibly and follow instructions given by ERGT personnel at all times.
- 11.2** 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.

## 12 Course certification

- 12.1** 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).
- 12.2** Examples of **valid reasons** for Competency Not Achieved (CNA) learners:
- Failure to complete modules
  - Medical Reasons
  - Family Emergency
- Examples of **invalid reasons** for Competency Not Achieved (CNA) learners:
- Personal Appointments
  - Operational requirements from employers
- 12.3** 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.
- 12.4** Where an invalid reason is provided, a 50% charge of your original full course fee will be applied.
- 12.5** 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.
- 12.6** Where learners have enrolled in a course and are withdrawn prior to course completion, any completed units will be awarded.

## 13 Data Protection

- 13.1** 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.
- 13.2** Subject to clause 13.1, a client must not, (and must ensure that its Personnel do not), without the prior written approval of the learner disclose or use Personal Information other than as strictly necessary for the purpose of fulfilling its obligations.
- 13.3** A client may disclose Personal Information:
- As required by applicable Law;
  - Where such information ceases to be confidential, other than due to a breach of clause 10.1; or
  - Where such information is received from a learner, provided that it was not acquired by the learner in breach of this clause 13 or any other confidentiality undertaking.

## 14 Intellectual Property Rights

- 14.1** 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.
- 14.2** 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.
- 14.3** A learner is, subject to the previous paragraph, entitled to retain for their personal use the training course materials that are provided to them.

## 15 Limitation of Liability

- 15.1** 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.
- 15.2** 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.

## 16 Insurance

- 16.1** 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.
- 16.2** Self-sponsored clients shall obtain, maintain and keep in full force customary insurances for private individuals.

## 17 Force Majeure

- 17.1** 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.
- 17.2** Both parties are obligated to the other to mitigate the effects of the said events in 17.1

## 18 Jurisdiction

- 18.1** 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.