

## DEFINITION

Corporate Client – The organisation under which a Trainee has been nominated to participate in a training course

ERGT – Entity Trading as ERGT Australia Pty Ltd

Trainee – 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 is offered by ERGT Australia.

1.2 Fees for public courses are available:

- on our national course price list on our website under [useful links](#)
- via the [our courses](#) pages on our website
- via our [online bookings system](#) on our website
- by contacting our National Sales and Services team on 1300 374 828

## 2. ENROLMENT

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

2.2 Course availability is subject to scheduling and minimum trainee numbers.

2.3 Courses running on weekends and local public holidays may incur additional costs and subject to minimum trainee numbers.

2.4 All trainees 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 to issue a Statement of Attainment or Qualification for NRT unless a USI has been provided and verified.

2.5 Quotations are available on request, typically when the training outcomes or pricing varies to that on our National Pricelist.

2.6 Quotations are subject to change, valid to date indicated, and based on the date training is attended.

2.7 A quotation is considered accepted by return written confirmation, issuing a Purchase Order (Account Customers only) or Payment.

## 3. PAYMENT

3.1 Non-account Corporate Clients are required to pay the full value of training in advance, bookings will not be confirmed until full payment has been received.

3.2 Credit Account customers must confirm with a 'hard copy' of the purchase order at least 2 business days prior to

the commencement of the course. Standard Terms of payment, 30 days from date of invoice, unless otherwise agreed in writing.

3.3 If payment details are not received 2 business days prior to course commencement, ERGT reserves the right to cancel the enrolment.

3.4 Trainees who have successfully completed course requirements will not be issued with a statement of attainment or qualification until all course fees are paid in full.

3.5 ERGT reserve the right to withhold the issue of a statement of attainment or a qualification where a Corporate Client has not provided a purchase order prior to the commencement of the training.

## 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
- Cheque or MoneyOrder

4.2 All payments must be made in Australian Dollars and international money transfers may attract an additional transfer fee to the value of \$25AUD.

## 5. REFUNDS AND CANCELLATION – BY ERGT

5.1 ERGT reserves the right to cancel courses without notice. In the event ERGT Australia cancels a course, the training will be re-scheduled 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.

## 6. REFUNDS AND CANCELLATION – BY TRAINEE OR CORPORATE CLIENT

6.1 Trainees and clients must advise ERGT Australia in writing 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.

6.2 Applications for cancellation must be addressed to ERGT Australia and emailed to [info@ergt.com.au](mailto:info@ergt.com.au)

# STANDARD PURCHASE ORDER TERMS & CONDITIONS – PUBLIC COURSES

Cancellation Notice Provided	Charge	Refund
More than 2 business days	No cancellation fee	100% of course fee
Less than 2 business days	25% of course fee (inc GST)	75% of course fee
Less than 1 business day	50% of course fee (inc GST)	50% of course fee
Failure to attend or *complete course	100% of course fee (inc GST)	No refund

\*If the Trainee 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.

6.3 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.

## 7. TRANSFERS AND SUBSTITUTIONS

7.1 Trainees who are unable to attend a course on which they have enrolled are encouraged to transfer their enrolment to a subsequent course date to be conducted by ERGT Australia, subject to availability. Transferring an enrolment will not incur any additional charges, providing it is done before the commencement of the course.

7.2 Charges may be applicable where amendments to the original course booking differs from the course transfer request.

7.3 Validity of pricing applies to the date training is attended. If an amendment is required and the enrolment moved to a course on another date, applicable pricing will be charged.

7.4 Corporate Clients may substitute an alternate person at any time prior to course commencement at no additional cost.

## 8. COURSE CERTIFICATION

8.1 A Trainee must complete all aspects of a Course to the standard(s) specified by ERGT in order to receive Course certification. If the Trainee fails to complete any element of the Course in question, the Trainee shall not be entitled to certification.

8.2 In such event, ERGT will work with the Trainee to ensure the training and assessment is completed within 90 days of the course start date.

8.3 Should the remediation under clause 8.2 be unsuccessful; no fees or payments shall be reimbursed to the Trainee or Corporate Client's for the Trainee's failure to complete the Course in question. Any matter relating to the provision of Course certification shall be determined by ERGT in its absolute discretion, ERGT acting reasonably.

## 9. CLIENTS AND PARTICIPATION

9.1 The Trainee, 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 Trainee 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 Trainee to leave the Training Course immediately. ERGT will inform the Corporate Client of any such event. In such event, no fees or payments shall be reimbursed to the Corporate Client for the Trainee's failure to complete the Training Course.

## 10. LIABILITY OF CLIENTS AND PARTICIPANTS

10.1 It is the responsibility of the Corporate Client to ensure that all sponsored Trainees behave responsibly and follow instructions given by ERGT personnel at all times.

10.2 ERGT reserves the right to dismiss a Trainee from a Course without liability if, in ERGT's reasonable opinion, the behaviour of a Trainee is unacceptable. In such event, no fees or payments shall be reimbursed to the Corporate Client for the Trainee's failure to complete the Course.

## 11. DATA PROTECTION

11.1 The Corporate Client and Trainee agree that ERGT is permitted to process personal information about the Trainee as part of its records and ERGT may process such information as part of ERGT business to provide the service as per the Agreement and also in accordance with ERGT's Privacy Policy.

11.2 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.

11.3. 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.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 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.

12.2 All materials and information (in whatever form) provided by ERGT to the Corporate Client or a Trainee in connection with the Courses may not be copied, distributed or made available to any third parties.

12.3 A Trainee 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 Corporate Client and/or the Trainee for any types of loss, damage, injury sustained by the Corporate Client and/or Trainee 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 Corporate Client and/or Trainee 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 Corporate 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 Corporate Client and/or Trainee with regard to 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.