

## TRAINING TERMS AND CONDITIONS

### General Information

#### What is Offered

Your course fee includes:

- All course materials identified in the course description, such as workbooks and materials for activities
- Reference manuals where identified in the course description, unless otherwise stated
- Fees for exams identified in the course description, if any, unless otherwise stated
- Certificate of completion

Computers are not required for attendees in any of our business skills courses.

Courses are non-residential (i.e. no overnight accommodation is provided) unless specified. Lunch, morning and afternoon tea can be arranged as an optional extra if a course is not being conducted in-house.

#### Registration

- Bookings are confirmed only when we advise you in writing, and you have made arrangements to pay in full.
- Course material will not be dispatched until payment is received unless previously agreed in writing by Goal

#### Training in Best Management Practice products

Goal Professional Services Pty Ltd offers training in the following Best Management Practice products: PRINCE2®, MSP®, P3O® and MoV®. Goal Professional Services Pty Ltd is an Affiliate of Inspiring Projects, a division of Aspire Australasia Pty Ltd, which is the Accredited Training Organisation supporting this training.

We conduct exams associated with our Best Management Practice courses on behalf of APMG. APMG's examination terms and conditions are outlined here: <http://www.apmg-international.com/en/legal-policies/terms-conditions.aspx>

#### Special Needs

We ask delegates to inform us of any special needs they may have on the course Registration Form, including dietary, access and exam requirements. When we have been informed of such special needs, we will attempt to ensure that these needs are addressed. Where a delegate has a special need, but does not inform us of this need when registering for a course, we will attempt to meet this need but are under no obligation to do so.

### General Terms and Conditions

#### 1. Definitions

'**Company**' means Goal Professional Services Pty Ltd ACN 122 098 695 trading as "Goal" and all its trading divisions including the Goal Group.

'**Customer**' means the organisation identified at the head of this Quotation and confirmed in the Acceptance section below.

'**Delegate**' means a person attending a training course.

'**In-house**' means any course offered by the Company to a Customer at a Customer specified location or at a venue organised by the Company for an exclusive audience of the Customer's Delegates.

'**Pre-Course Materials**' means any materials dispatched to the Customer or Delegate ahead of the course including any reference guides or manuals in whatsoever format including electronic.

'**Course Materials**' means any documentation, presentation slides, practice examination papers, handouts including any reference guides or manuals in whatsoever format including electronic.

'**Acceptance**' means a legally binding contract instructing the Company to invoice the Customer.

#### 2. General

- 2.1. The Company reserves the right to make changes to these Terms and Conditions from time to time for whatsoever reason it deems fit.
- 2.2. If the Company chooses not to enforce all or part of these Terms and Conditions it does so without affecting its rights under the remaining Terms and Conditions.
- 2.3. If any of these Terms and Conditions does not apply to a contract or is held to be invalid, the remaining Terms and Conditions shall still apply.
- 2.4. These Terms and Conditions are deemed to be incorporated in all contracts. In the case of any inconsistency or variation in any correspondence these Terms and Conditions shall prevail unless expressly varied and approved by a Director of the Company.

#### 3. Warranty

- 3.1. The Company warrants that all In-house Courses will be conducted in a professional manner in accordance with generally recognised practices and standards.
- 3.2. The Company warrants that it will provide appropriately qualified and experienced instructor(s) to deliver In-house courses using accredited Pre-Course Materials and Course Materials.
- 3.3. The Company warrants that it will not knowingly include any copyrighted material in its Course Material without a license or without the consent of the copyright owner.

#### 4. Obligations of the Customer

- 4.1. All bookings for In-house Courses or workshops must be supported by written or emailed confirmation or completion of the Company's delegate registration form via the website or submitted in paper format.
- 4.2. In all cases the Customer undertakes to bring these terms and conditions to the attention of the Delegates attending a Course and the Customer must ensure all Delegates meet prerequisites for admission to any course.

**5. Fees/Charges**

5.1. For In-house courses, prices and inclusions are detailed in the contract or quotation.

**6. Payment Terms**

- 6.1. For In-house Courses a Purchase Order must be raised by the Customer and supplied to the Company. The Company will raise an invoice upon receipt of the purchase order and the Customer will have 21 days to make payment.
- 6.2. The Company reserves the right to levy interest against overdue accounts at a rate of 5% above the prime interest rate and to withhold examination results or certificates until full payment has been made. In the event of non-payment by an organisation on behalf of their employees, liability for payment will transfer to the individual who has benefited from the training including all interest levied against the Company.

**7. Cancellation and Deferral Policy**

- 7.1. After Acceptance of our Quotation, the Company and the Customer will determine a mutually acceptable date for the course. This date will be confirmed between the Company and the Customer by email.
- 7.2. The Customer must advise the Company of a need to cancel or defer the course by e-mail to: training@goalgroup.com.au. The Customer is strongly advised to confirm delivery of such an email by telephoning the Company on 02 4967 4500.
- 7.3. For the purpose of calculating the notice period for a cancellation or deferral, the day the notice is received is not included as a clear business day. If the notice is received on a non-business day the following business day is deemed to be the first day of the notice period.
- 7.4. For the purpose of calculating the notice period for a cancellation or deferral, the start date of the course is not included in any notice period. The last business day before the first day of the course is deemed to be the last day of the notice period.
- 7.5. If the Customer cancels the course the Company is authorised to retain from fees paid by the Customer the amount specified in the relevant row of the Cancellation column of the following table, as determined by the number of clear business days in the notice period.
- 7.6. If the Customer defers the course the Company is authorised to invoice an additional fee to the Customer to the amount specified in the relevant row of the Deferral column of the following table, as determined by the number of clear business days in the notice period.
- 7.7. Non-attendance by any Delegate on a course constitutes cancellation without notice and no refund will be given.

**8. Table of cancellation and deferral fees for In-house Courses**

Notice Period	Cancellation Fee	Deferral Fee
0-5 clear business days	100% of course fee	30% of course fee
6-10 clear business days	60% of course fee	15% of course fee
10-20 clear business days	30% of course fee	5% of course fee
20 + clear business days	10% of course fee	No fee

**9. Delegate Substitution**

- 9.1. Customers must provide a list of Delegates to the Company with the Purchase Order. Delegate substitution is allowed prior to the scheduled start date of the course at no cost.
- 9.2. In the event of a Delegate substitution it is the responsibility of the Customer to arrange timely transfer of ownership and possession of any Pre-Course Materials between Delegates. Alternatively, the Customer could request the Company to dispatch additional sets of Pre-Course Materials.

**10. In-house training at Customer provided training venue**

- 10.1. It is the Customer's responsibility to provide an adequate training venue and to ensure the venue is prepared for the delivery of the course.
- 10.2. The Company reserves the right to delay, discontinue or cancel the course if in the facilitator's opinion the venue or conditions are unsuitable.

**11. Refunds for individual Delegates**

- 11.1. If a delegate is unable to attend a course due to the course being cancelled an alternate course date will be proposed, where possible.
- 11.2. If an alternate course date is offered and the Delegate is unable to attend on this date, the Delegate may propose a second alternate date however this must be within 12 months of the original scheduled date.
- 11.3. If an alternate date, or dates, are offered and the Delegate is unable to attend any of these courses within a 12 month period from the original scheduled course, the registration will be deemed to be cancelled with a penalty of 100% of the course fee.
- 11.4. If the course is cancelled and the Company is unable to offer an alternate date within 12 months of the original scheduled date, the Delegate can apply for a refund of the course fee. Any application for a refund must be received within 12 months of the original course date. Where a manual has been supplied, the cost of the manual will be deducted from the refund amount.