

## Definitions

**Course Balance** means an amount equal to the full course fees minus any Course Deposit previously paid.

**Course Booking Date** means the date on which TechKnowledgegy has agreed with the Fee Payer to deliver the course requested by the Fee Payer.

**Course Deposit** means a non-refundable deposit of 10% of the cost of the training course booked, charged to the Fee Payer upon taking a training course booking.

**External Venue** means a training venue not located at TechKnowledgegy's Learning Hub, and not offered by TechKnowledgegy for hire out to a Fee Payer.

**Fee Payer** means the nominated payer of fees, usually either the student or the employer paying on behalf of the student.

**Final Course Invoice** means an invoice issued to the Fee Payer following payment by TechKnowledgegy of additional expenses associated with the training course, as previously discussed with the Fee Payer.

**Venue Hire Booking Date** means the date on which TechKnowledgegy has agreed with the Fee Payer to hire out to the Fee Payer one of TechKnowledgegy's training venues as requested by the Fee Payer.

## Terms & Conditions

### 1. Protection of fees paid in advance

TechKnowledgegy Pty Ltd as Trustee for the Tornado Trust (TechKnowledgegy) does not require students/ participants or employers/ clients to ever pay more than \$1500 in advance per student for services not yet provided, either prior to course commencement or at any stage during their course.

### 2. Fees and refund information

Prospective and current Fee Payers are advised in writing of the fees associated with a course prior to enrolment or commencement of training, whichever is first. Prospective and current Fee Payers are advised in writing of the fees associated with hire of a TechKnowledgegy venue, prior to making a TechKnowledgegy venue hire booking. Fee information includes:

- All relevant information regarding fees that must be paid and payment terms; and
- Deposits and refund information and conditions relating to these; and
- Terms and conditions relating to rescheduling and cancellations of TechKnowledgegy venue hire and course bookings.

TechKnowledgegy's course fees are set out in the most current version of the TechKnowledgegy Fees for Professional Services, Corporate Solutions document.

TechKnowledgegy's venue hire fees are set out in the most current version of the TechKnowledgegy Learning Hub Hire Rates document.

### 3. Inclusions in and exclusions from course fees

Unless otherwise specified, course fees include:

- Administration services involved in coordinating the course booking and TechKnowledgegy's participant feedback processes and reporting;
- Training services in delivering the training course as per the booking made by the Fee Payer;

- One copy of the required learning materials for each student (Any optional textbooks and materials that may be recommended but not required for a course are not included in course fees and will be an additional cost should the student wish to purchase such materials); and
- The issuance of a Certificate of Completion (For additional copies or re-issuing of a Certificate of Completion an additional fee is applicable. Currently the fee for re-issuing a Certificate of Completion is \$20.00 ex GST per Certificate of Completion re-issued).

TechKnowledge training courses are delivered to a minimum of 3 (three) participants and a maximum of 18 (eighteen) participants per training booking.

If required learning materials are lost and need to be replaced, the Fee Payer will be required to cover the cost of the replacement materials. Currently the fee for replacement of required learning materials is \$50.00 ex GST per set of materials replaced.

Unless otherwise specified, course fees exclude costs associated with:

- Venue hire;
- Equipment hire;
- Catering; and
- Travel and accommodation (where applicable).

#### **4. Additional expenses associated with training courses**

In some instances, training courses will entail additional expenses, beyond the standard inclusions within the course fees.

These additional expenses may include travel and accommodation, External Venue and equipment hire, and/ or catering. These additional expenses will be discussed with the Fee Payer prior to booking the training course. Three (3) weeks prior to the Course Booking Date:

- TechKnowledge will confirm to the Fee Payer that it is preparing to deliver the training course as per the booking.
- TechKnowledge will meet the additional expenses associated with the training course, as required.
- TechKnowledge will subsequently provide the Fee Payer with a Final Course Invoice for these additional expenses, providing receipts for these amounts.
- The Final Course Invoice will be payable by the employer, even in the event that the training course is subsequently cancelled by the Fee Payer, or deemed cancelled through non-payment of the Course Balance Invoice.

#### **5. Inclusions in and exclusions from TechKnowledge venue hire fees**

All inclusions in and exclusions from TechKnowledge venue hire fees are set out in the most current version of the TechKnowledge Learning Hub Hire Rates document.

#### **6. Late payments**

TechKnowledge's payment terms for all invoices submitted is 14 days.

Fee Payers who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

Debts will be referred to a debt collection agency where fees are more than 40 days past due.

TechKnowledge reserves the right to suspend the provision of training and/ or other services until fees are brought up to date.

Students/ participants with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

## **7. Course Deposits and Course Balances for course fees**

Course booking requests must be received in writing, and acceptance of course bookings will be provided to the Fee Payer in writing.

Where the Fee Payer is an employer company, all booking requests are deemed to have been made by an appropriate approved representative of the employer company.

Upon taking a training course booking, TechKnowledge will submit to the Fee Payer an invoice for the Course Deposit amount. The Fee Payer is liable to pay the Course Deposit amount on receipt of this invoice. Failure to pay the Course Deposit amount within TechKnowledge's Payment terms may lead, at TechKnowledge's absolute discretion, to cancellation of the course booking.

Three (3) weeks prior to the Course Booking Date, the Fee Payer becomes liable to pay the full amount of the Course Balance.

If payment of the Course Balance amount has not been received in TechKnowledge's nominated bank account 48 hours prior to the Course Booking Date, TechKnowledge may, at its absolute discretion, deem the course to have been cancelled by the Fee Payer, and TechKnowledge will not deliver the services associated with the course.

## **8. Deposits and fees for TechKnowledge venue hire**

TechKnowledge venue hire booking requests must be received in writing, and acceptance of TechKnowledge venue hire bookings will be provided to the Fee Payer in writing.

Where the Fee Payer is an employer company, all booking requests are deemed to have been made by an appropriate approved representative of the employer company.

Upon taking a TechKnowledge venue hire booking, TechKnowledge will charge the Fee Payer the full amount of the TechKnowledge venue hire fees. These fees include a non-refundable booking fee of \$35.00 ex GST.

## **9. Refunds for course fees**

The deposit for course fees is non-refundable except in the unlikely situation where TechKnowledge is required to cancel a course before it starts due to insufficient numbers or for other unforeseen circumstances. In this case, Fee Payers will receive a full refund of their course fees deposit.

If TechKnowledge is not able to deliver the remainder of the training services after course commencement, or if TechKnowledge otherwise fails to provide services as per its agreement, Fee Payers will be provided with a full refund of course fees paid for training services not yet provided.

## **10. Refunds for TechKnowledge venue hire fees**

The deposit for TechKnowledge venue hire fees is non-refundable except in the unlikely situation where TechKnowledge is required to cancel a TechKnowledge venue hire booking prior to the Venue Hire Booking Date. In this case, Fee Payers will receive a full refund of their TechKnowledge venue hire fees, including the TechKnowledge venue hire fees deposit.

If TechKnowledge is not able to hire the TechKnowledge venue (or a suitable equivalent) out to the Fee Payer for the full period of the TechKnowledge venue hire booking, Fee Payers will be provided with a full refund of TechKnowledge venue hire fees paid for TechKnowledge venue hire services not yet provided.

If the Fee Payer cancels the TechKnowledge venue hire more than 48 hours prior to the Venue Hire Booking Date, it will be provided with a full refund of the TechKnowledge venue hire fees minus the

TechKnowledge venue hire booking fee. Where the Fee Payer cancels the TechKnowledge venue hire 48 hours prior the Venue Hire Booking Date or later, no TechKnowledge venue hire fees will be refundable.

#### **11. Rescheduling Course Booking Dates**

Requests to reschedule Course Booking Dates will only be accepted in writing, and more than 3 (three) weeks prior to the Course Booking Date. Confirmation of a reschedule to a Course Booking Date will be provided to the Fee Payer in writing.

A course booking may be rescheduled a maximum of 2 (two) times, and any rescheduled Course Booking Date may not be more than 12 months later than the original Course Booking Date.

Upon receiving a request to reschedule a Course Booking Date, TechKnowledge and the Fee Payer will agree upon a new Course Booking Date. Where TechKnowledge and the Fee Payer cannot agree upon a new Course Booking Date, the original Course Booking Date will remain in force as originally agreed.

#### **12. Rescheduling TechKnowledge Venue Hire Booking Dates**

Requests to reschedule Venue Hire Booking Dates will only be accepted in writing, and more than 3 (three) weeks prior to the Venue Hire Booking Date. Confirmation of a reschedule to a Venue Hire Booking Date will be provided to the Fee Payer in writing.

A TechKnowledge venue hire booking may be rescheduled a maximum of 2 (two) times, and any rescheduled Venue Hire Booking Date may not be more than 12 months later than the original Venue Hire Booking Date.

Upon receiving a request to reschedule a Venue Hire Booking Date, TechKnowledge and the Fee Payer will agree upon a new Venue Hire Booking Date. Where TechKnowledge and the Fee Payer cannot agree upon a new Venue Hire Booking Date, the original Venue Hire Booking Date will remain in force as originally agreed.

#### **13. Cancelling course bookings**

If TechKnowledge is required to cancel a course booking due to insufficient numbers or for other unforeseen circumstances, the course fees will no longer be required to be paid (unless an alternate date can be agreed upon), and the Fee Payer will receive a full refund of the Course Deposit.

Fee Payers can cancel a course booking at any point prior to the Course Booking Date. Course cancellations must be received from Fee Payers in writing.

#### **14. Cancelling TechKnowledge venue hire bookings**

If TechKnowledge is required to cancel a Venue Hire Booking Date, the TechKnowledge venue hire fees will no longer be required to be paid (unless an alternate date can be agreed upon), and the Fee Payer will receive a full refund of the TechKnowledge venue hire deposit.

Fee Payers can cancel a TechKnowledge venue hire booking at any point prior to the Venue Hire Booking Date.

#### **15. Training facilities**

In Australia, the different states' Workcover legislation requires that trainers must 'ensure a suitable training venue is available that provides for an appropriate training environment.' (Trainer Admin Guidelines - July 2008).

As failure to comply with this point may affect the trainer's accreditation, the trainer/facilitator has a right to refuse to commence training if a suitable venue is not available.

As a guide, a suitable venue will have sufficient lighting, chairs for all participants, tables, comfortable temperature, and be in a quiet part of the workplace.

## 16. Course offerings

TechKnowledge reserves the right to alter the calendar (for public course offerings), or the learning content of courses at any time.

TechKnowledge will not necessarily offer all of our courses on each public training calendar. To find out when a particular course is likely to be offered next, contact us.

Copyright in all materials is owned by TechKnowledge Pty Ltd, unless explicitly stated otherwise.

While all care is taken in providing training and development services, TechKnowledge does not accept any liability for the use made by a Fee Payer or its employees or agents of any training materials, products, instruments or services provided.

For more information about the individual courses, please refer to our course synopses.

## 17. General

TechKnowledge reserves the right to cancel, postpone or reschedule courses due to low enrolments (for public courses only), or for unforeseen circumstances. Should this occur, no charges will be incurred by the client. In the event of prepayment, a full refund will be provided.

TechKnowledge reserves the right (prior to accepting a booking) to change course fees, content or method of presentation.

TechKnowledge reserves the right to change facilitators at its discretion, following discussion with the client.

For public courses, if a course is overbooked, delegates who have paid prior to the course commencement will be given priority.

TechKnowledge reserves the right to update these Terms and Conditions from time to time at its discretion. Notification of these Terms and Conditions (and of updates to these Terms and Conditions) will be deemed to have occurred upon publication of these Terms and Conditions.

TechKnowledge reserves the right to update the TechKnowledge Fees for Professional Services, Corporate Solutions document from time to time at its discretion. Notification of the the TechKnowledge Fees for Professional Services, Corporate Solutions document (and of updates to the the TechKnowledge Fees for Professional Services, Corporate Solutions document) will be deemed to have occurred upon publication of the the TechKnowledge Fees for Professional Services, Corporate Solutions document.

TechKnowledge reserves the right to update the TechKnowledge Learning Hub Hire Rates document from time to time at its discretion. Notification of the TechKnowledge Learning Hub Hire Rates document (and of updates to the TechKnowledge Learning Hub Hire Rates document) will be deemed to have occurred upon publication of the TechKnowledge Learning Hub Hire Rates document.

## 18. Privacy

TechKnowledge does not sell or rent its participant and Fee Payer details to other organisations. The information collected on the enrolment form, email confirmation checklist, during the delivery of courses, and on evaluation forms is for the purposes of processing participant registration, creating and maintaining participant records, keeping Fee Payers informed of upcoming events and products, and assisting us in improving our service to you. Please contact us with any enquiries you may have in relation to this matter.

These terms and conditions supersede all previous Terms and Conditions issued.