

Global Skills Development Group Pty.Ltd

General Terms and Conditions

Global Skills Development Group Pty.Ltd Terms and Conditions, applies to Global Skills Development and The Professional Trainers Institute – *Both companies of Global Skills Development Group Pty.Ltd*

TERMS AND CONDITIONS OF TRAINING COURSE PARTICIPATION

1. A completed registration form with full payment must be received with your preferred payment method indicated fourteen days prior to the class to confirm attendance on a course.
2. If you are unable to attend a course, a substitute participant may attend in your place at no extra charge. Please provide written notification prior to or no later than on the start date of the course.
3. If you reschedule or cancel your confirmed attendance for a The Professional Trainers Institute scheduled training course (in writing) at least ten or more business days prior to course commencement, no fee will apply.
4. If you reschedule or cancel your confirmed attendance for a The Professional Trainers Institute scheduled training course (in writing) less than ten business days prior to course commencement, the full price of course attendance will be applied.
5. All prices and training courses are subject to change without notice.
6. While all efforts are made to ensure training courses go ahead as scheduled, The Professional Trainers Institute reserves the right to cancel or reschedule training courses. Refund will be provided to clients and individuals that are unable to attend the re-scheduled session.
7. Global Skills Development is not responsible for non-refundable travel arrangement losses resulting from rescheduling or cancellation of training courses.
8. When attending a The Professional Trainers Institute course, The Professional Trainers Institute will provide all the appropriate training and support to endeavour all participants successfully complete the respective course. Global Skills Development Group Pty/Ltd is bound to the Australian Quality and Skills Authority and in some cases if the required competency is not demonstrated as part of the course, the trainer and or The Professional Trainers Institute may not award the respective participants the Unit of Competence or issue a Statement of Attainment.
9. It is the participant's responsibility to ensure course prerequisites have been met, prior to attending a course.
10. The Professional Trainers Institute has a set of underpinning Health, Safety, Privacy and Management procedures that all participants agree to be bound by these T&C's when undertaking any training on The Professional Trainers Institute sites.
11. Global Skills Development will advise on start and finish time for any training apart for self-paced training courses. If participant(s) are delayed for any reason, the participant(s) shall advise Global Skills Development as soon as practicable. Global Skills Development remains the right to deny entry to training courses if delayed by more than 45 minutes. If participants are denied entry to the training course, clause 4 of this T&C will apply.
- 12.1 The Professional Trainers Institute will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (force majeure event).

TERMS AND CONDITIONS FOR CLIENT EXCLUSIVE COURSES AND/OR CONSULTING PROJECTS

- 1.** Quotation is valid for thirty days.
- 2.** Clients must confirm dates with The Professional Trainers Institute two weeks prior to start date, when booking Consulting Projects or Client Exclusive training courses.
- 3.** A Purchase Order is required no later than ten business days prior to the proposed course start date, to confirm instructor, course and or consultant(s).
- 4.** Terms of payment are ten days from the invoice date.
- 5.** Client is responsible for all incidentals, travel and accommodation of the consultant/instructor if course is conducted outside the 100km radius of the closest The Professional Trainers Institute Location.
- 6.** A maximum of twelve participants per course is permitted (client site training only) under the base cost. For more than twelve participants, an extra instructor is required to assist. The additional instructor will be charged at a rate of \$2,000 + GST per day. \$100 per extra participant will also be charged to cover course materials.
- 7.** The Professional Trainers Institute will provide PC Projector and Screen. Configuration of the training room for participants should be confirmed with The Professional Trainers Institute no later than three business days before the start of the course. The Professional Trainers Institute can provide on-site assistance with setup prior to the course at a cost of \$1,550 + GST per day.
- 8.** One invoice per course will be issued to the client. If the client subsequently chooses to invite participants from other organisations they may, but the client will be responsible for any separate billing.
- 9.** This quotation is subject to the acceptance of The Professional Trainers Institute General Terms and Conditions.
- 10.** If a participant is unable to attend the course, a substitute participant may attend in their place at no extra charge. Written notification of this change must be provided to Global Skills Development prior to or no later than the start date of the course.
- 11.** It is the participant's responsibility to ensure course prerequisites have been met prior to attending the course.
- 12.** Where the client has confirmed a training course or consultancy project, the client may cancel or reschedule that training course subject to the following provisions.
 - 12.1** A client must give written notice of its intention to cancel or reschedule a training course or consultancy project.
 - 12.2.** Where the client gives at least ten business days written notice prior to the date of a proposed training course and/or consultancy project of cancellation or rescheduling of such training course and/or consultancy project to The Professional Trainers Institute, the client shall be required to pay to The Professional Trainers Institute the venue, accommodation and other cancellation levy fees directly related to the cancellation.
 - 12.3.** Where a client gives less than ten business days written notice prior to the date of a proposed training course of its intention to reschedule such training course to Global Skills Development, all charges will apply.

13. At no time shall The Professional Trainers Institute shall be responsible for any damages, costs, losses or expenses suffered or incurred by the client in connection with any training courses and/or consultancy project which are either rescheduled or cancelled.

14. While all efforts are made to ensure training courses and/or consultancy projects go ahead as scheduled, The Professional Trainers Institute reserves the right to cancel or reschedule Consulting Projects or Client Exclusive training courses at its absolute discretion.

15. The client acknowledges and agrees that any fees or levies payable in connection with any cancellation or rescheduling of training courses and/or consultancy project are in accordance with these terms and conditions are reasonable and a genuine pre-estimate of the loss incurred by Global Skills Development in connection with such cancellation or rescheduling of such courses or consultancy project.

16. All venues used for training and consulting purpose need to meet all WHS and associate legislative and regulatory requirements. Global Skills Development reserves the right to refuse to facilitate training or consulting services if the venue and/or location is deemed unsafe

17. The Professional Trainers Institute will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (force majeure event). A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:

- a. Strikes, lock-outs or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of the use of public or private telecommunications networks.
- f. The acts, decrees, legislation, regulations or restrictions of any government.

18. Our performance under any contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under the contract may be performed despite the force majeure event.

19. Invoicing for Consultancy Project will be invoiced monthly; All invoices have a ten-day payment term

TERMS AND CONDITIONS FOR THE PROFESSIONAL TRAINERS INSTITUTE MEMBERSHIPS AND BENEFITS

- 1.** Confirmation of your membership to The Professional Trainers Institute is subject to our receipt of your completed Membership Application Form and payment of the membership fee.
- 2.** In your Membership Application Form you are required to provide true and correct information and make a declaration about certain matters. Please provide as much detail as possible so that your application can be processed effectively.
- 3.** When processed your membership to the Professional Trainers Institute is for a period of 12 months.
- 4.** A seven-day cooling off period applies to all new and renewed memberships. Written notification within the first seven days is required to ensure full refund of the membership fee. No refunds will apply following the seven-day cooling off period.
- 5.** Your membership to The Professional Trainers Institute must be renewed every 12 months, you will receive a reminder approximately 1 - 2 months before the renewal date.
- 6.** We only provide refunds of membership fees in limited circumstances, namely:

- If your membership application is within the cooling off period
 - Exceptional circumstances prevent you from continuing your membership.
7. By submitting a Membership Application Form, you acknowledge that you have read and understood The Professional Trainers Institute Privacy Policy available on www.professionaltrainersinstitute.com and agree with and consent to the practices described in that Privacy Policy.
 8. From time to time, we may update these Terms and Conditions. The updated Terms and Conditions will apply to all membership applications from the time of posting on our website onwards.
 9. As a member of The Professional Trainers Institute, 25% discount is provided on all training and professional development tools provided. Members need to adhere to the Learners Guides when undertaking any training or development via The Professional Trainers Institute.
 10. The 25% Members discount does not apply during the cooling off period

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