

TERMS AND CONDITIONS OF SUPPLY OF QUALITY ASSOCIATES TRAINING

1. Unless otherwise agreed in writing by Quality Associates Training Pty Ltd (QAT), the Client being the student and their employer where applicable agrees that it will be bound by these terms and conditions if the Client places an order or enrolment with QAT and it is accepted by QAT or if the Client accepts a quotation of QAT. QAT is not bound by any terms and conditions contained in any document issued by the Client.

Supply & Delivery

2. The supply of services is subject to availability. QAT reserves the right to suspend or discontinue the supply of services to the Client. If QAT is unable to supply all of the Client's order, these terms and conditions continue to apply to any part of the order supplied.

Payment

3. Unless otherwise agreed, the Client must pay for services within 7 days of receipt QAT's invoice or prior to commencement. Time is of the essence in respect of the Client's obligation to make payment for services supplied by QAT to the Client.
4. If the Client does not make any payment by the due date, commits any other material breach of these terms and conditions, or an insolvency event in respect of the Client arises or is reasonably suspected by QAT, QAT may (without limiting any other right or claim it may have against the Client) do any or all of the following:
 - (a) charge the Client interest calculated on a daily basis on any portion of the Client's account that is overdue at the Commonwealth Bank of Australia's reference rate for business loans, available to prime commercial customers, plus 5% calculated from the date the payment was due until the date payment is made (both dates inclusive);
 - (b) vary or withdraw any approved credit limit and/or terms of trade;
 - (c) withhold issuing of any training certificates;
 - (d) cancel or suspend any unfilled orders or cease providing the services;
 - (e) terminate any contracts between QAT and the Client and demand immediate payment of any moneys due and outstanding under those contracts;
 - (f) cancel any rebate, discount or allowance due or payable by QAT as at the date of the event;
 - (g) institute any recovery process as QAT in its discretion decides, at the Client's cost and expense.
5. If any part of an invoice is in dispute, the balance will remain payable and must be paid when due. The Client has no right to set-off any claim against QAT from moneys owing to QAT.
6. For in-house training courses cancelled or postponed by the client, any travel costs incurred will be invoiced at cost.
7. An application for a refund is addressed according to the notice given by the client. Up to 14 days prior to the commencement of the course a refund of 80% of the full fee will be issued. No refund will be issued from 13 days prior to the scheduled commencement. A pro-rata credit is available so the student can complete the course at a later scheduled date, upon payment of a \$90.00 administration fee.
8. A postponement fee of \$450 +GST will be charged for any in-house course postponed by the client within 72 hours of the course commencing.
9. QAT reserves the right to cancel courses that do not have sufficient enrolments. Students will be provided with a full refund or enrolment in another QAT course where the course is cancelled by QAT.

Liability and Indemnity

10. Any information, recommendation or advice relating to the services illustrated or described in catalogues, brochures, emails, websites and other literature supplied by QAT is not intended to constitute any guarantee, condition or warranty between QAT and the Client, but this clause shall not be construed as excluding any liability which by law cannot be excluded.
11. To the extent permitted by law these terms and conditions exclude all other guarantees, conditions, warranties, liabilities or representations in relation to the services. Where legislation implies in these terms and conditions any guarantee, condition or warranty that cannot be excluded or modified, to the extent permitted by law the liability of QAT for a breach of any such guarantee, condition or warranty is limited at QAT's option in the case of advice, recommendations, information or services to any one or more of the following:
 - (a) supplying the advice, recommendations, information or services again;
 - (b) payment of the cost of supplying equivalent advice, recommendations, information or services; by credit to the Client's account, in cash or by cheque at QAT's discretion; or
 - (c) repayment of any part of the purchase price of the services which has been paid by the Client, by credit to the Client's account, in cash or by cheque at QAT's discretion.
12. Subject to clause 11, QAT is not liable for any loss or damage of any kind whatsoever and howsoever arising out of or in connection with the supply of services, including (without limitation) any indirect or consequential loss (including without limitation loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings), arising out of or in connection with the supply of services, even if due to the negligence of QAT or any of its employees or agents.
13. The Client indemnifies and will hold QAT indemnified from and against all costs, expenses, loss, liability or damage, whatsoever and howsoever, whether directly or indirectly, and whether or not foreseeable, suffered or incurred by QAT, and any liability whatsoever in respect of any action, claim, proceeding brought or threatened to be brought (including all costs and expenses which QAT may suffer or incur in disputing any such action, claim or proceeding) in respect of, in relation to or in connection with any negligent act or omission of the Client or any breach of these terms and conditions, or any law, by the Client. The indemnity under this clause is ongoing, and survives any termination of the services. All other indemnities given by the Client pursuant to these terms and conditions shall also survive termination of the services.
14. The client understands that participating in any type of training or course or activity may be present varying forms of risk and possible hazards and accepts this risk of damage. The client will abide by the Rules and Regulations of QAT as to the training and to the use of the QAT's facilities and the directions of the QAT's officials including the right to terminate or cancel training and the use of QAT's facilities at any time and for any reason.

Other Terms

15. The Terms and Conditions are to be read in conjunction with the policies outlined in the QAT Student Manual available at www.qualityassociates.com.au/training including plagiarism, personal behaviours, appeals and complaints, admin fees, privacy, transfers, confirmations and other student related matters.
16. This agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding agreement, warranty or representation whether express or implied in any way defining or extending or otherwise relating to these provisions or binding on the parties with respect to the services or their operation. This Agreement may not be assigned (in whole or in part) by the Client without the prior written consent of QAT.
17. If any provision of these terms or conditions is unenforceable, illegal or void, that provision is severed and the other provisions remain in force.
18. QAT may amend or vary these terms and conditions by notifying the Client in writing of the amendment or variation.
19. This agreement and the transactions contemplated by it are governed by the law in force in Victoria and the Parties submit to the exclusive jurisdiction of the courts of Victoria.