



## Supply of Training Courses and Training Services by Infront Training Pty Ltd

### 1. SERVICES

Infront Training Pty Ltd (ABN 94 108 182 583 ) trading as My Solution Training (MST Us, We, Our) conducts the business of provision of training courses and training services (Services). Any Services provided by Us to customers (Customer, You, Your) will be provided in accordance with these terms and conditions (Terms and Conditions).

### 2. AGREEMENT

**(a)** Publication of any materials by Us (including any promotional or marketing material for training courses or any training proposals issued by Us) shall not constitute an offer by Us to You to perform Services.

**(b)** You may request Us to provide Services to You. You may make your request (among any other available means) by completing an enrolment form, enrolling for a course via Our website or issuing a purchase order to Us (Request). Your Request will constitute an offer by You to Us for delivery of the Services and We may accept such offer by written notice to You.

**(c)** A binding agreement between Us and You (each a party and together the parties) for delivery of the Services on these Terms and Conditions (Agreement) will arise where:

- I. We have given written notice to You of acceptance of Your Request and agreed to perform the Services in accordance with the preceding paragraph; or
- II. You make a payment to Us for the Services (including payment of any deposit) that is accepted by Us.

**(d)** No other terms and conditions (including any terms and conditions which You provide to Us or seek to incorporate into this Agreement) will be binding upon Us or form part of this Agreement unless We give our prior written consent. This shall apply irrespective of whether such terms and conditions have been communicated by You to Us in any purchase order or other correspondence between You and Us.

### **3. YOUR OBLIGATIONS**

When We or any of Our sub-contractors are required to perform any Services at Your premises, You must: (a) give Us access to Your premises to perform the Services; (b) ensure that there are adequate facilities made available for the performance of the Services; (c) comply with all applicable laws (including health and safety laws) and other applicable requirements in respect of such premises and their use; and (d) maintain adequate public liability insurance for those premises.

### **4. PRICE AND PAYMENT**

You must pay to Us the relevant fees for the Services (including any courses conducted by Us (Courses)) as published by Us from time to time or as otherwise agreed between the parties in writing (Fees) in accordance with Our payment terms. Unless We agree otherwise in writing, you must pay us a deposit to secure a scheduled date for the Course with the balance to be paid in full prior to any training commencing (Delivered). Corporate customers must settle accounts within 7 days from the date of Our invoice or the Business Day preceding the scheduled date for the Course, whichever is the earlier. We may set off any amount owing to You against any amounts payable by You to Us under this Agreement. Prices displayed on website are subject to change without notification.

### **5. GST**

Where any supply made by Us is subject to GST, you will upon receipt of a valid tax invoice pay, in addition to any other consideration payable Us, an amount equal to the GST on that supply.

### **6. INTELLECTUAL PROPERTY RIGHTS AND MATERIALS**

Any information, documents or other materials We provide to You in connection with the Services (Infront Training) and any intellectual property rights (including copyright) comprised in the Infront Materials will remain the property of Us and/or Our third party licensors. You must not modify, copy, reproduce, re-publish or distribute the Infront Materials in any way except with Our express prior written consent. The Infront Materials contain information of a general nature only. Any information or data contained in the Infront Materials is not intended to replace or serve as a substitute for any professional or expert advice, consultation or service and must not be relied upon as such. You should consult with a professional and obtain professional advice tailored to any specific circumstances applicable to You before making any decisions.

## **7. FORCE MAJEURE:**

We will not be liable for any delay or failure to perform Our obligations if such failure or delay is due to an act, omission or circumstance over which We could not reasonably have exercised control including inclement weather (Force Majeure Event). We will notify You as soon as practicable and within 5 days after that We become aware of the Force Majeure Event. The performance of Our obligations under this Agreement will be suspended for the period of the delay due to Force Majeure Event. If a delay due to Force Majeure Event exceeds 30 days, We may terminate this agreement immediately on giving written notice to You. If We give such notice to You: (a) We will refund amounts previously paid by You under this agreement for which no Services have been provided; and (b) You must pay to Us a reasonable sum in relation to Services rendered or costs and expenses incurred by Us prior to such termination.

## **8. LIMITATION OF LIABILITY**

Subject to the immediately following paragraph, our liability in relation to the performance or otherwise of Our obligations under this Agreement (including in respect of any, liabilities, losses, damage, damages, penalties, fines, taxes, judgments, costs and legal and other expenses, whether arising in tort (including negligence) or otherwise) will not exceed the Fees for the relevant Service. We will not be liable to You for any loss of profits or any consequential or indirect loss of any nature whatsoever, including loss of use, revenue or any loss of business, loss of production, contract or goodwill.

If We fail to comply with any statutory guarantee which by law may not be excluded, then to the extent the law permits Us, Our liability for any breach of such guarantee shall be limited, at the election of Us, to providing You with any one or more of the following remedies: (i) supplying the Services again; (ii) providing equivalent Services; (iii) payment of the cost of having the Services supplied again; or (iv) payment of the cost of having equivalent Services supplied.

## **9. PRIVACY**

We may collect information about You and Your Associates in connection with the performance of this Agreement and the Services. We may not be able to perform the Services if all the information requested by Us is not provided. Information collected and held about You and Your Associates may be used by Us in connection with the performance of Our obligations under this Agreement (including provision of the Services). We may disclose such information to Our related bodies corporate and contractors for the purposes of performing the Services. Under the Privacy Act 1988 (Cth), individuals have rights of access to, and correction of, their personal information. We will comply with the Privacy Act 1988 (Cth) and any applicable regulations and codes in connection with the collection and use such information.

## 10. TERMINATION

We may terminate this Agreement immediately by written notice to You if:

**(a)** You are in breach of this Agreement (Non-Attendance) and the breach continues for more than 5 days after written notice of the breach is given to You by Us and

- I. If you are consistently late for the scheduled courses
- II. Termination may occur at our discretion if you do not attend rescheduled courses

**(b)** You are insolvent, have an administrator appointed or a controller (as defined in section 9 of the Corporations Act 2001 (Cth)) appointed over any of Your property or in any way indicate that You are or will become unable to pay Your debts as and when they become due or payable including if You suspend payment of Your debts.

You must pay Us for any Services rendered or costs and expenses incurred by Us prior to the termination of this agreement in accordance with this clause 10. The termination of this Agreement in accordance with this clause 10 will not:

**(a)** relieve You of Your obligation to pay any amount which is properly due and payable under this Agreement to Us as at the date of termination; or

**(b)** affect the existence, exercise or performance by either party of its respective rights, powers and obligations under this Agreement which have accrued prior to the date of termination,

## 11. CANCELLATION AND CHANGES

**(a)** Subject to clauses 11(b) and (c), cancellations or changes to bookings for the Course by You must be made more than 10 Business Days before the Course date and time. Otherwise, You will be charged for the full amount of the Course. Without limiting the foregoing, any changes or cancellations for the relevant Course will incur the following fees and charges:

- I. A 15% administration charge of the course fees for cancellations, changes or refunds; and

**(b)** Cancellations and changes to bookings by You for Courses which are the subject of special promotion, special offer or discounted Course rates is not permitted. You will not be entitled to any refund for any cancellations of or changes in requested by You in respect of such Courses.

**(c)** Cancellations or changes to bookings for Courses by You which we designate as Closed Group Courses or Inhouse Client-Specific Courses must be made more than 10 Business Days before the Course date and time. Otherwise, You will be charged for the full amount of the Course. Where you give notice more than 10 Business Days prior to the Course date and time, You will be required to pay 30% of the fees for the Course to Infront Training. Without limiting the foregoing, any changes or cancellations for the relevant Course will incur the following fees and charges:

**(i)** such other amounts reasonably required by Infront in connection with:

**(A)** Infront's professional fees in connection with any customisation services or project-related costs which have been undertaken by; and

**(B)** Infront's travel, accommodation and out-of-pocket expenses in connection with the Course which are payable by or have been incurred by, Infront on or before the date on which You give notice of cancellation of or change to the Course.

**(d)** All Courses may be subject to minimum enrolment. Whilst Infront Training uses reasonable commercial endeavours to ensure that Courses are conducted on the scheduled dates, Infront reserves the right to change Course dates and times at any time and from time to time in its absolute discretion. Without limiting clause 8 of these Terms and Conditions, Infront Training shall not be liable to You in connection with any travel and accommodation costs incurred by You in connection with any persons attending the Course.

## **12. DISPUTE RESOLUTION**

Either party may require any dispute between the parties arising out of or connected to this Agreement (Dispute), which has not been resolved within 14 days, to be referred to the senior management of the respective parties. If within 28 days of such referral, a resolution of the Dispute has not been achieved then either party may commence court proceedings. Notwithstanding the existence of a Dispute, or the undertaking of the dispute resolution steps set out in this clause, each party must continue to perform its obligations under this Agreement. The provisions of this clause shall not limit or affect the rights of either party to apply to the court at any time for any interim or preliminary relief in respect of the Dispute.

## **13. GENERAL PROVISIONS**

**(a)** The Terms and Conditions:

**(i)** are governed by the law in force in Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

**(ii)** constitute the entire agreement between the parties in relation to the Services and supersede all other terms and conditions issued by the Customer otherwise than in accordance with this Agreement.

**(iii)** do not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between the parties.

**(b)** Any variation of this Agreement must be in writing signed by both parties.

**(c)** You must not assign, transfer or novate this Agreement or any rights or obligations under this Agreement, without the prior written consent of Us. You authorise Us to sub-contract the provision of any of the Services as We may require in Our absolute discretion from time to time and at any time.

**(d)** Neither party may rely on the words or conduct of the other party as a waiver of any right unless that waiver is in writing and signed by the party granting the waiver.

**(e)** To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. In the event this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses as the case may be) which will continue in full force and effect.

**(f)** In these Terms and Conditions (i) including and includes are not words of limitation; and (ii) Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Brisbane and concludes at 5pm on that day.

## **14. SPECIFIC PROMOTIONS**

**Super Specials** – *Percentage discount off selected courses. Offer valid for select courses with select course date only. Not valid with any other promotion. Valid for new bookings only. Discount promotion can change or end at any time.*