

NCSI Pty Ltd

Public Training Terms and Conditions



These Terms and Conditions apply to all Delegates and Clients unless otherwise specified in writing. All Delegates and Clients will be taken to have read, agreed to and to abide by these Terms and Conditions.

Definition of Terms

"NCSI" means NCSI Pty Limited (ACN 078 659 211).

"Client" refers to an employer agent contractor or individual who registers and enrolls a Delegate(s) on a public training course scheduled by NCSI. A Client may also be a Delegate.

"Delegate(s)" refers to an individual(s) enrolled by a Client on an NCSI public training course.

"Employees" refers to directors, officers, employees, representatives, consultants, and agents of either party involved in this agreement.

"Terms and Conditions" refers to the NCSI Public Training Terms and Conditions.

"Course" refers to the scheduled NCSI public training course on which a Client enrolls a Delegate(s).

"Training Materials" any training materials provided by NCSI including course notes, data presentations, case studies and assessment activities.

"Confidential Information" will include all confidential and proprietary information of either party or any third party disclosed by one party to the other, which in the case of written information is marked "confidential" or "proprietary", and which in the case of information disclosed orally, is identified at the time of the disclosure as confidential or proprietary ("Confidential Information"). All oral disclosures of Confidential Information will be summarised and confirmed as confidential or proprietary by the disclosing party in writing within ten (10) business days of the disclosure.

Following Delegate enrolment

A confirmation of enrolment letter will normally be faxed or emailed to the Client by NCSI within three (3) working days of enrolment. This letter will include Course date and times, location of Course venue, pre-Course study information and the last date a Delegate or Client may cancel or transfer the Course enrolment. In addition a venue map and a copy of these Terms and Conditions will be sent.

Cancellations

All course cancellations must be made **in writing** by mail, fax or email. Please send to NCSI Training, Suite 2, 7 Leeds Street RHODES 2138. Fax: +61 2 9736 8371. Email: training@ncsi.com.au

Less than 15 days from commencement of course - The full course fee will be charged for cancellations received after close of business (AEST) fifteen (15) calendar days prior to the scheduled course date. NCSI will not accept responsibility for changes to Client or Delegate work commitments or personal circumstances within this fifteen (15) day period.

More than 15 days from commencement of course - A full refund is available if NCSI is notified of a cancellation more than fifteen (15) calendar days prior to the course commencement date.

Substitution of Delegates can be made at anytime at no additional cost.

Transfers or postponements

Transfers or postponements of Course bookings received after close of business (AEST) within fifteen (15) calendar days of Course commencement date will attract a postponement fee of either 20% or 100% of the advertised Course fee. 20% of the advertised Course fee will be charged if the Course continues with six (6) or more delegates. 100% of the advertised Course fee will be charged if the Course continues with less than six (6) Delegates. Transfers to alternate Courses can be arranged without penalty when notice of fifteen (15) calendar days or more, provided there is availability on the selected course. A maximum of two (2) transfers are allowed. Notification of all transfers or postponements must be made **in writing** by mail, fax or email. Please send to NCSI Training, Suite 2, 7 Leeds Street RHODES 2138. Fax: +61 2 9736 8371. Email: training@ncsi.com.au.

Failure to attend

A Client or their Delegate(s) who fails to attend will be invoiced and liable for 100% of the advertised Course fee.

Course fees

Course fees are published at <http://www.ncsi.com.au>. Prices published indicate if GST is included in the price or if the course fee is GST exempt. Tax invoices that comply with GST legislation will be issued for all enrolments. The amount of GST will be separately identified on all tax invoices. NCSI may change the fees from time to time and at any time without notice.

Payment of fees

All payments of course fees are due in advance of the course unless prior written arrangements have been agreed upon with NCSI. Payment can be made via Cheque, Visa, MasterCard, Diners Club, EFT, Money Order or Bank Cheque. Course fees are due prior to the commencement of that training course unless prior arrangements have been agreed upon by NCSI Training and Development. Where a purchase order is provided these Terms and Conditions override the terms and conditions specified in that purchase order unless otherwise agreed in writing by NCSI.

Course certificates

All delegates who have paid for course attendance will receive a Certificate of Completion upon conclusion of the course. Delegates who fail to pay the course fee will not receive a certificate. If payment is made within 5 days of course commencement a Certificate of Completion may not be issued at the course itself but will be sent to the Client following the course. Certificates of Attainment will only be issued to delegates following successful completion of the course assessment tasks.

Course rescheduling

NCSI reserve the right to cancel, postpone or reschedule any courses due to low enrolments or unforeseen circumstances. If NCSI exercises this option, NCSI will use reasonable endeavors to notify Clients or Delegates as early as possible to minimize inconvenience. NCSI will not accept any responsibility for travel and accommodation costs incurred by Clients or Delegates.

Where a refund is due to a Client or Delegate a full refund cheque will be issued within 30 days of notification. In the case of course postponement or rescheduling the Client or Delegate may choose to transfer the fee from the cancelled Course to a future Course at no additional cost to the Client or Delegate. In this case these Terms and Conditions apply.

Enrolments

All enrolments are to be made using either the downloadable enrolment form from <http://www.ncsi.com.au/training> or by registering online at <http://www.ncsi.com.au>. All enrolments received by NCSI will be considered as confirmed enrolments unless NCSI is advised otherwise in writing.

NCSI Pty Ltd

Public Training Terms and Conditions



Training materials

Any Training Materials and all intellectual property rights including without limitation copyright therein remains the sole and exclusive property of NCSI and its licensors and suppliers. Clients or Delegates may not copy, replace, translate, modify, localise, distribute or market the Training Materials or create any derivative work thereof. Clients or Delegates may not receive or obscure any NCSI trademarks or intellectual property rights notices of NCSI, its suppliers and licensors from or on the Training Materials.

Clients and Delegates acknowledge that NCSI, its licensors and suppliers own and retain all copyrights and other intellectual property rights in the Training Materials and agree that Clients or Delegates will not at any time assert or claim any interest in or do anything which may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to NCSI. Clients or Delegates will not attach additional trademarks, logos or trade designations to any NCSI Training Materials, nor will the Client or Delegate affix any NCSI trademark, logo or trade name to any non-NCSI training materials unless prior written agreement is made. Clients and Delegates may use the Training Materials, subject to these Terms and Conditions, solely for the training Courses. Clients or Delegates may not use the Training Materials for other purpose. The right of the Client or Delegate to use the Training Materials is non exclusive, non transferable, personal to Client or Delegate or, if Client is a legal person, to a single named user within Client's organisation, and limited.

Disclaimer warranty

To the extent permitted by law, NCSI hereby disclaims any expressed or implied warranties to the Client or any third party related to the NCSI Training Materials or any services NCSI may provide under these Terms and Conditions. To the extent permitted by law, NCSI further disclaims all implied warranties; including without limitation any implied warranties of title, non-infringement, merchantability or fitness for a particular purpose.

Without limiting any express warranties contained in the Agreement, if the Australian Trade Practices Act 1974 applies to these Terms and Conditions and implies any condition or warranty into which cannot be excluded, the liability of NCSI for breach of the implied condition or warranty will be limited, to the extent permitted by law, to one or more of the following as determined by NCSI in its absolute discretion:

- (a) In the case of goods, any one or more of the following: i) the replacement of the goods or the supply of the equivalent goods; ii) the repair of the goods iii) the payment of the cost of having the goods repaired; and
- (b) In the case of services: i) the supplying of the services again; or ii) the payment of the cost of having the services supplied again.

NCSI reserves all rights not specifically granted in these Terms and Conditions. There are no implied licenses under these Terms and Conditions.

Limitation of liability

In no event will NCSI be liable to the Client or delegate or any third party for incidental, special or consequential damages for any reason (or for loss of data or other business profits), even if NCSI has been advised of the possibility of such damages. NCSI's liability for direct damages will in no event exceed the applicable fees paid by the Client or Delegate to NCSI under these Terms and Conditions. NCSI's suppliers and licensors will incur no liability to the Client or Delegate pursuant to these Terms and Conditions.

Indemnification by Client / Delegate

The Client or Delegate(s) shall defend, indemnify and hold NCSI and its affiliates harmless from any and all claims by any other party (including reasonable attorneys' fees and costs of litigation) resulting from the Client or Delegate's own breaches, acts, omissions or misrepresentations, regardless of the form of action.

Confidentiality

General nondisclosure obligations - Each party must hold the other party's Confidential Information in confidence, and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information. The parties further agree to disclose the Confidential Information only to its Employees whose services are required in the objectives of the business relationship between the parties, and to require each to its Employees to comply with the terms of these Terms and Conditions. Confidential Information may only be used for exercising rights and fulfilling obligations under these Terms and Conditions.

Exceptions to nondisclosure obligations - The obligations of this section do not apply to information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, or is or becomes a matter of public knowledge through no fault of the recipient, or is rightfully received by the recipient from a third party without a duty of confidentiality, or is independently developed by the recipient without reliance on the Confidential Information, or is disclosed under operation of law. Either party may disclose the name of the other party and the existence of these Terms and Conditions but not its terms, without the consent of the other party.

Termination

NCSI may terminate a Client's or Delegate's rights in relation to the use of the Training Materials with immediate effect by notice to the Client or Delegate in writing in the event of a breach by the Client, Delegate or Employee of any of these Terms and Conditions. In such event the Client, Delegate or Employee shall cease using the Training Materials for any purpose and shall return all copies to NCSI immediately.

The Client or Delegate may not assign their rights under these Terms and Conditions without NCSI's prior written consent and any attempt to do so will be void ab initio. NCSI may assign its rights, subcontract or delegate performance of its obligations hereunder in its sole and absolute discretion. NCSI shall not be responsible for the acts and omissions of any assignee, subcontractor or Delegate.

Governing Law

These Terms and Conditions are governed by the laws and jurisdiction by the state and federal courts sitting in NSW. These Terms and Conditions constitute the entire agreement between NCSI and the Client in relation to the Courses and Training Materials.

Resolution of issues

Complaints regarding the quality of Service provided for the Client by NCSI should be addressed to:

General Manager
NCSI Training
Suite 2, Level 1, 7 Leeds Street
Rhodes NSW 2138

All complaints will be investigated and the originator of a complaint will be advised of the outcomes, as appropriate.