

1.0 Course Information

- 1.1 These terms and conditions and the Course Booking Form together make up an agreement (the Agreement) between the Contractor named on page 1 of this Agreement (“you”) and Transqual Pty Ltd (“Transqual”).
- 1.2 Learners enrolled in a course must arrive **15 minutes prior** to the course commencement for attendance sheet sign in and to complete all applicable course paperwork. Courses will commence promptly at the nominated start time and Learners arriving later than this may not be allowed entry if the course has commenced.
- 1.3 If for any reason the Learner is going to be late, to the course, please ensure you notify your trainer/assessor or call your local Transqual Office.
- 1.4 Proof of identity **will be** required for Learners, by means of photo identification (i.e Drivers Licence, Passport etc) and presented to a Transqual representative before commencement of the course.
- 1.5 While attending any training or assessment you are to be properly attired and:
 - a) Behave in a responsible and ethical manner, including no offensive or discriminating language or gestures to be used
 - b) Safe and appropriate footwear (closed in shoes)
 - c) Clothing not torn or badly soiled and no offensive T-shirts
 - d) No hats or sunglasses to be worn in class, unless prescriptions
 - e) No food or drink to be consumed in the classroom
 - f) Mobile phones to be turned off during classes
 - g) Smoking is to be in designated areas only
 - h) All facilities used by learners are to be kept clean and tidy
 - i) All given assignments are to be returned completed on time
- 1.6 In line with our Access and Equity practices, learners with special needs are offered the same opportunities as any other Learner. Our training and assessment programs will take special needs into consideration from the planning stage and adopt particular flexible learning and assessment methods as appropriate.
- 1.7 Demonstration of competency for each learning outcome of the course will be by way of assessment conducted and determined by Transqual or its representatives in their absolute discretion. Transqual will not be liable to you or any Learners for the outcome of any assessment.
- 1.8 If a Learner fails to be passed as competent during the course, they will be given an additional attempt to pass the course. Any further attempt for competency will incur a fee. (Please note this does not apply to High Risk Work courses such as our Forklift Course due to the legislative assessment requirements – Fees will occur in this instance for resitting the assessment).
- 1.9 It is expected that you will attend and participate in all sessions related to your training course or work-based learning.
- 1.10 Additional information pertaining to Access and Equity, Special Needs, Language, Literacy and Numeracy, legislative obligations, learner right and obligations etc, can be accessed within our Transqual Learner Handbook at www.transqual.com.au.

2.0 Fees

- 2.1 Fees and charges for fee-for-service courses or qualification are determined by Transqual Pty Ltd. All Fee for service courses must be paid by the learner or their employer (unless on pre-approved account) prior to the commencement of a course otherwise the learner may not be able to participate (or where negotiated to participate in the course, the learner may not receive a certificate, if payment is not made). NB: This is subject to conditions please refer to the Fee Protection section)
- 2.2 Positions within courses will not be confirmed until Transqual has received payment for the course and a fully completed and signed course booking form.

3.0 Payments and Recovery of outstanding fees

- 3.1 If account terms are approved by Transqual Pty Ltd, then you must pay the price stated in any tax invoice provided to you by the date noted in that tax invoice, to the address specified in that tax invoice.
- 3.2 Entities on pre-approved account must pay their account via the 7 day trading terms (unless specifically negotiated).
- 3.3 GST will only be charged to all relevant goods and services (this does not include training and assessment services) and will be payable by you at the time of payment for any goods and services, in addition to any amounts charged by Transqual.
- 3.4 By providing your payment details on page 1 of this Agreement, you irrevocably authorise and direct Transqual to use those details to deduct all fees payable to Transqual by you under this Agreement, including without limitation induction course fees and cancellation fees.
- 3.5 Transqual has a vigorous process for the recovery of outstanding fees from a learner or employer. The failure to pay a fee owing by either party is considered to be a breach of our account policies. This breach may be considered with the delay in release of learner results or testamur(s) until such time either the learner or the employer has paid the amount owing.
- 3.6 For significant debts, formal debt collection actions may also be undertaken.

4.0 Refunds

- 4.1 Transqual will refund all or part of a learner’s course fees under the following conditions within 30 days:
 - If Transqual cancels a course for any reason and/or where the commencement of the course is postponed for more than four weeks
 - A course has low enrolment numbers and has to be cancelled or rescheduled (Transqual is not liable to a learner for such cancellations or rescheduling except to refund course fees already paid by the learner or employer)
 - without deduction, all fees where the learner’s application for enrolment is refused by Transqual Pty Ltd
 - All fees paid, less an administration charge, whereby reason or reasons beyond the learner’s control, including acts of god, acts of Government authorities, civil strike and riots, the learner is prevented from attending the program
 - A learner has overpaid the course fee

5.0 Non-Refundable Circumstances

- 5.1 Transqual will not usually refund course fees where the learner requests the refund because:
- 100% course cost will apply for those learners that do not turn up for a fee for service course that they have enrolled within. A minimum of 48 hours written notification prior to the commencement of the course date is required for cancellation of a course. If a learner fails to attend the training scheduled without prior notice of cancellation, Transqual Pty Ltd will charge the full cost of this course to the Employer/Learner.
 - Changed their mind about attending the course after enrolment
 - Changed employment
 - Changed work hours
 - Moved out of the area and/or relocated or
 - Were made redundant or retrenched

6.0 Confidentiality and Privacy

- 6.1 Transqual recognises every Learner's right to privacy and our privacy policy identifies the appropriate means for the collection, storage and use of private and personal information. Transqual takes all reasonable steps to protect your personal information from misuse, loss, unauthorised access, modification or disclosure including restricted access to electronic files, secure storage of paper files and secure backup of data.
- 6.2 The collection of such information by Transqual is strictly for the purposes of conducting training and the storage of that training information in the Transqual's Student Database and is protected under the Privacy Act 1988 and the Privacy Amendment Act 2002 and in accordance with Data Provisions Requirements and Standards for Registered Training Organisation 2015.
- 6.3 Your training file cannot be accessed by a third party unless you give written permission that identifies those sections of the file to be made available, unless:
- a) you are a trainee and your personal information, attendance details and progress and results may be disclosed to your employer
 - b) you are under 18 years and your personal information, attendance details, progress and results may be disclosed to your parent/guardian
- 6.4 Should a Learner wish to access their own personal records they can do so by providing proof of identity. (Depending on the information requested, fees and charges may apply).

7.0 Feedback, Complaints and Appeals

- 7.1 Transqual regularly undertake evaluations of all courses and qualifications to achieve continuous improvement, therefore all feedback from Learners are welcomed.
- 7.2 Transqual is dedicated to maintaining a supportive and fair environment thereby allowing learners or clients to make formal complaints or appeal an assessment outcome. (For more information on our Complaints and Appeals Policy please go to our website at www.transqual.com.au)
- 7.3 All complaints and appeals are resolved using a formal process and all learners or clients will have their concerns heard and dealt with, without repercussion or discrimination to the quality of services provided to them by Transqual. (Appeals must be made within 28 days of the final assessment outcome). If required, the process can be extended to include a third party to provide impartial ruling on the resolution. All complaints and appeals must be processed and finalised no later than 60 calendar days whereby Transqual will inform the learner or client in writing as to why more than 60 calendar days are required.

8.0 Workplace Health and Safety

- 8.1 Transqual is committed to providing an environment that maintains the Health and Safety of its employees, learners, clients and visitors. This commitment is expressed in its Workplace Health and Safety Policy. Employees, learners, clients and visitors, must report any unsafe conditions or incidents that come to their attention immediately to a Transqual employee. The reporting of incidents and identification of hazards is critical in achieving a safe workplace as it prompts action to prevent any future incidents and injuries.

9.0 Limitation of Liability

- 9.1 To the extent permitted by law and unless otherwise expressly agreed, Transqual does not provide and expressly excludes all warranties in respect of any goods or services provided.
- 9.2 You acknowledge and agree that to the extent permitted by law, Transqual will not be liable for, and you release Transqual in respect of, any claim, loss, cost, damage or expense (Claim) arising out of any act or omission of Transqual or its employees, officers or agents unless that Claim is a direct result of the negligence or breach of this Agreement by Transqual.
- 9.3 The parties agree that any liability for a Claim against Transqual will be limited to the lesser of:
- a) the re-supply of the goods or services in question (if applicable);
 - b) the cost of the re-supply of the goods or services in question (if applicable); or
 - c) the contract price of the original supply of the goods or services
- 9.4 Notwithstanding any of the above, the parties agree that Transqual will under no circumstances be liable to you for any indirect or consequential loss (including but not limited to loss of revenue or opportunity).