

MALA GPR Australia (Guideline Geo Australia Pty Ltd)

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TRAINING TERMS AND CONDITIONS

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INTRODUCTION

These terms apply to an entity (the "Customer") engaging MALA GPR Australia Pty Ltd (ABN 93 672 714 920) (the "Training Provider") to provide training and coaching services. These terms must be read with, and are subject to, any scoping document or letter from the Training Provider to the Customer. These terms and that document/s together govern the contract between the Client and the Consultant for the training and coaching services concerned. These terms also apply to any subsequent training and coaching services the Customer may require of the Training Provider, unless agreed otherwise and in writing. The Customer and Training Provider agree to the following terms and conditions in relation to the engagement for the Coaching and Training.

1. The Training Provider agrees to provide, and the Customer agrees to undertake and pay for the training courses and/or facilities supplied under this agreement. The terms and conditions of this agreement apply to standard or bespoke course undertaken at the Customers premises, the premises of the Training Provider or via our online portal.
2. In the case of bespoke training and coaching services all charges quoted by The Training Provider are valid for a period of 60 days unless stated otherwise.

INDIVIDUAL COURSES

3. Provisional course bookings for bespoke training and coaching services may be made by telephone. However, to confirm each booking the customer agrees that he will return a signed copy of these Terms and Conditions to Excellence Assured prior to attending the course. The Training Provider reserves the right to refuse attendance to the course in the event that the Terms and Conditions document is not returned prior to commencement of the course.
4. For any Online and e-Learning courses, booking and registration takes place online. The courses start upon our receipt of your investment. You will receive full access to your course when your course starts.
5. The description and date and charges for the course are set out on the proposal. In the case of online and e-learning courses these items are described on our website. Excellence Assured reserves the right to improve the specification and format of its courses for the benefit of its Customers without notice to the customer.
6. The course will be given at venue agreed with the Customer. Online and e-Learning courses take place online. In the case of attended training and coaching, the Training Provider reserves the right to nominate a reasonable alternative venue and will advise the Customer of this.
7. Students taking courses which are provided online, where you have a personalised login, and which include streaming content will lose their standard right to the cooling off period of fourteen days once the course is accessed and streaming begins within the initial fourteen day period.
8. The Training Provider reserves the right to cancel or reschedule any course if the number of attendees is insufficient to justify the running of the course, or if Excellence Assured is prevented from doing by events beyond its reasonable control, including in particular but not limited to illness of training staff.
9. In the event that Excellence Assured is obliged to cancel or reschedule any course under the provisions of clause 7 the Training Provider will notify the Customer forthwith. The Training Provider will in addition refund all monies paid by the Customer, or at the Customers option apply the monies to a rescheduled or alternative course. The Training Provider accepts no liability for travel, accommodation or incidental costs incurred by the Customer in the event that any course is cancelled or rescheduled.

COURSES AT CUSTOMER PREMISES

10. By prior agreement with the Training Provider and subject to the provisions of this clause the Training Provider agrees that it will provide specific training course(s) to the Customer at the Customer's premises for the charges set out in this Agreement.
11. The Customer shall be responsible for the provision of a suitable and secure training room at the Customer's premises for the duration of the course, (the specification of which will be agreed with the Training Provider prior to the course being given) together with all heating, lighting and power supply at no cost to the Training Provider. The customer agrees not to change the room once it has been agreed. The Training Provider will provide a trainer, course materials and appropriate audio and visual equipment. The customer will allow the Training Provider access to the training room in advance of the commencement of the course so that computer equipment can be set up and any required alterations to the room layout can be made.
12. Customer will indemnify the Training Provider against any loss of or damage to equipment and/or injury to or death of its employees or agents arising out of its use of equipment under the provision of this except where the cause arises out of the negligence of the Training Provider.

BESPOKE COURSES

13. The Customer may request the Training Provider to develop a new course or modify an existing course specifically to the

customer's requirements. If such a request is accepted by the Training Provider

- a) the Customer will analyse and determine its requirements for the course,
 - b) the Customer and the Training Provider will jointly prepare and agree the specification for the course, including but not limited to the content of the course, course notes, the depth to which the content is to be covered, the time to be allocated to each subject, the number of days over which the course is to be given and the type and experience of the Customers personnel who will attend the course.
 - c) the Customer will confirm the foregoing matters in writing to the Training Provider or by signing and returning the proposal to the Training Provider prior to any development work being carried out. If the Customer wants to modify a standard course the Training Provider will supply details of the subjects covered within said course.
14. In consideration of carrying out development or modification work on the course the Customer agrees to pay the Training Provider the then current per diem charges. Any estimate of the amount of time necessary to develop the course shall be given by the Training Provider in good faith and shall not be binding on the Training Provider. All charges for bespoke work are due and payable to the Training Provider upon the completion of the development work, whether or not the course is actually provided by the Training Provider, the Customer or any third party.
 15. The Customer may request the Training Provider to vary the extent or content of the course either during or after development. All such requests will be made in writing. The Training Provider shall not unreasonably refuse to carry out such variations. The Customer agrees to the Training Provider standard daily development charges for any variations carried out by the Training Provider on the same basis as set out in clause 4.3. No work shall be carried out until such variation and consequential amendments have been recorded in writing.

PAYMENT

16. For individual attendance on a course a deposit is required at the time of booking. The balance is due 14 days prior to the commencement of the course.
17. Online and e-learning courses require full payment prior to course commencement unless agreement is made to allow payment by monthly instalments. The maximum number of instalments is four. Commitment is required at outset for payment of the whole course fee over the instalment period.
18. For a bespoke course, development work will be billed on completion and are due to be paid within 14 days. Pay for bespoke course delivery will be included in the Agreement but will not exceed 14 days after the delivery of the course.
19. If the customer fails to make payment on the due date the Training Provider reserves the right to levy a late payment charge at 4% over the Royal Bank of Scotland base lending rate. Charges to be calculated from the due date to the date that cleared funds are received by the Training Provider.
20. All prepayments or vouchers must be used within 1 calendar year of receipt or of issue and cannot be used after that time to purchase courses or services.

CANCELLATION AND MONEY BACK GUARANTEE

21. If an individual wish to cancel or change their booking the following charges will be incurred:

- Cancel outside 6 weeks of course commencement- Lose 50% of total course cost
- Cancel outside of 3 weeks of course commencement – Lose 75% of total course cost
- Cancel within 3 weeks of course commencement – Lose 100% of total course cost
- Change to an alternative date outside of 6 weeks of commencement date \$200 adjustment fee.
- Change to an alternative date within 6 weeks of commencement date \$400 adjustment fee.

22. If Customer cancels a bespoke course for any reason, 30 days prior to a scheduled course commencement date, then all development work undertaken up to that point and a cancellation charge of 50% of the course fee will become immediately due for payment.
23. If Customer cancels a bespoke course for any reason, less than 30 days prior to a scheduled course commencement date, then all development work undertaken up to that point and a cancellation charge of 90% of the course fee will become immediately due for payment.
24. If you purchase our courses online and you are a private individual then you have a cooling off period of 14 days in which to cancel your purchase. If we incur a fee during the transaction and you claim a refund within the 14-day period, then we will refund your payment less the fees incurred. If you are a business customer, then see clause 6.4 for Money Back Guarantee.
25. Details of Money Back Guarantee. If you are not satisfied with the product or service that we have provided you with, then

please let us know within 7 days of making your investment. We will investigate your complaint in the first instance and attempt to put it right. If you are still dissatisfied then we will request a written explanation and if we agree that we have not provided the service that we have advertised and that you paid for, then we will refund your investment less any charges that we have incurred.

WARRANTY AND LIMITATION OF LIABILITY

26. The courses are provided under this Agreement at the Customer request. The Customer accepts that they are responsible for verifying that the courses are suitable for their requirements. The Training Provider will use all reasonable skill and care in the preparation and presentation of its courses and courses supplied. All other conditions, warranties, guarantees and representations whether express or implied, statutory or otherwise are excluded.
27. Other than as specified in this clause the Training Provider's liability for loss and or damages shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course or hire of facilities out of which the loss or damage has arisen.
28. The Training Provider will not be responsible for indirect, special or consequential loss (including loss of anticipated profit or data), howsoever arising even if it has been advised of the possibility of such potential loss.
29. Except in respect of the liability of the Training Provider or its employees, or in respect of a claim for non-payment of monies due under this Agreement, no action regardless of form arising out of the provisions of training courses or facilities under this agreement may be brought by either party more than two years after the cause.
30. The Customer warrants that all the attendees on the course are properly authorised by the customer to attend and that they are suitably qualified to attend. The Customer acknowledges the Training Provider's right to refuse admission or require the removal of any attendee where there are doubts about identity, qualifications or if the attendees behaviour is unacceptable.

COPYRIGHT

31. The copyright and all other intellectual property rights in all courses developed under the provisions of clause 4 shall remain the sole and exclusive property of the Training Provider. The Customer undertakes that it will not copy or permit the copying of course materials, nor disclose or permit disclosure or sell or hire the same to third parties, nor use the same for running the customer's own courses unless the express written permission of the Training Provider is given.

GENERAL

32. Either party may terminate this Agreement, if the other; is in breach of a material obligation and has not commenced continuing and effective steps to remedy the same within 14 days of a notice calling upon it to do so has an order made or a resolution passed for its winding up, becomes insolvent or unable to pay its debts as they fall due, ceases or threatens to cease to carry on business. Any such termination shall be without prejudice to any accrued rights or outstanding obligations of either party at date of termination.
33. This Agreement constitutes the entire agreement between the parties in relation to this contract and supersedes any and all prior agreements, discussions, understandings, representations or promises. Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this contract. No amendment of the Conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this contract.
34. No delay or forbearance by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.
35. Neither party will assign or transfer all or any part of this contract without the prior written consent of the other party except that assignments of associated companies of the Training Provider are permitted.
36. In the event that any of the provisions of the conditions is judged illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.
37. Neither party will be liable to the other for any delay in or failure to perform its obligations under this contract (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any other cause beyond reasonable control.
38. Any notice given under this contract by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in case of post will be deemed to have been received on the third working day after the date of posting. Notices must be delivered or sent to the address of the parties on the Order or Order Acceptance or to any other address in writing by either party to the other after the date of this contract. This agreement is governed by the laws of New South Wales, Australia.