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TACTICS
pollak

Public Course Booking Form

Return this completed form to TP3 by email or fax to book your training.

Contact TP3 on 1300 658 388 or visit www.TP3.com.au for more information and latest course dates.

Organisation Details	
Organisation / Department	Contact Details

Participant Details				
Participant Name	Email	Training Course	Date	Location

Manager / Booker Details			
Contact Name	Email	Phone Number	Cost Centre / Dept

Invoice Details			
Recipient Name	Phone Number	Postal Address	TP3 Invoice Number
			Office Use Only

Payment Details			
Credit Card		Bank Transfer	
VISA	Mastercard	Branch	NAB, 345 George St Sydney
Name on Card		BSB	082-001
Card Number:		Account No	55-744-4178
Expiry Date:		Account Name	TP3 Pty Ltd
Please advise the expected date of payment to the TP3 account (Bank Transfer only):			

Thank you for your booking. You will receive an email from your Client Manager once this booking has been confirmed.

Contact TP3

Sydney: P 02 9262 3777 | F 02 9290 3597
 Parramatta: P 02 9687 1977 | F 02 9891 6420
 Melbourne: P 03 9629 2977 | F 03 9629 1970

1300 658 388
info@TP3.com.au
www.TP3.com.au

This document outlines the terms and conditions of sale by TP3.

Please note: If your organisation has a **Service Level Agreement** with TP3 then the **Service Level Agreement** takes precedence over these Terms and Conditions.

1 GENERAL: FOR ALL SERVICES (Except FlexiVouchers)

- 1.1 **Paying Invoices:** Invoices must be paid in full within 30 days of date of invoice or 7 days before the course start date, whichever is earlier. Failure to pay in accordance with these terms does not mitigate the client's obligations to TP3.
- 1.2 **Goods and Services Tax:** Any GST applicable to TP3 is included in the invoice in accordance with Australian law.
- 1.3 **Retaining Intellectual Property and Proprietary Rights:** Unless otherwise agreed, TP3 retains proprietary rights to all materials and documents used in the provision of services. Where materials and documents incorporate a client's confidential or proprietary information, TP3 retains proprietary rights to all materials not provided by the client.
- 1.4 **No Warranties are Expressed or Implied:** Every care is taken in the provision of all TP3 services. The purchase of TP3's services does not imply or express a warranty that the services provided are relevant to the specific needs of the client. The client is responsible for ensuring the services are appropriate for their requirements.
- 1.5 **Insurance:** TP3 has Public Liability Insurance in excess of \$1 million. If services are provided on a client's premises, the client is responsible for providing adequate workplace related occupational health and safety insurance and any other insurance for employee-related risk while providing the services. The client indemnifies TP3 from any such claims.
- 1.6 **Protecting Confidential and Proprietary Information:** Any confidential or proprietary client information disclosed to our representatives is kept confidential and used only to deliver services for the benefit of the same client.
- 1.7 **No Engaging Representatives:** The client agrees that during the term of this agreement and for a period 6 months following its expiry they will not employ, contract or in any way seek to engage any TP3 representatives, including all staff and subcontractors, without the prior written consent of TP3. Nothing in this clause prevents or restricts a party from hiring any person who has responded to any published advertisement of positions with the other party.
- 1.8 **Jurisdiction:** This agreement is governed by the laws of New South Wales.

2 CONSULTING SERVICES

- 2.1 **Definition:** Consulting services are any services provided by TP3 other than face-to-face training delivery. This includes instructional design (including course customisation), system documentation, and software development.
- 2.2 **Fees Incurred on a Time & Materials Basis:** If the client has agreed to fees on a time & materials basis and unless otherwise agreed with TP3, the client will be invoiced in proportion to the work effort expended on the project to the invoice date, at the discretion of TP3. TP3 undertake not to exceed any agreed estimate, contained on a Work Order or document signed by the client, without prior written notice to and acceptance by the client.
- 2.3 **Fees Incurred on a Fixed Price Basis:** Unless otherwise agreed, where a client has accepted a fixed price fee for consulting services, the client will be invoiced as follows:
 - 2.3.1 50% of the agreed fee at the commencement of the project; and
 - 2.3.2 50% of the agreed fee upon delivery of the project to the client
- 2.4 **Halting, Postponing, or Cancelling Consulting Services:**
 - 2.4.1 Should a client wish to halt, postpone or cancel consulting services agreed to be provided by TP3 and previously approved by the client, they must immediately advise TP3 in writing (Notice to Stop Work).
 - 2.4.2 On the day this advice is received (the Notification Date), TP3 will complete the work scheduled for that day and this work remains payable by the client.
 - 2.4.3 Upon receipt of a Notice to Stop Work, fees for all work completed by TP3 prior to and on the Notification Date are payable to TP3. An invoice will be raised at the end of the Notification Date and sent to the client for payment.
 - 2.4.4 Except where Notice to Stop Work has been given due to dissatisfaction with the performance of TP3, the following fees for work booked but not yet completed remain payable by the client:
 - 2.4.4.1 100% of fees for work booked to occur 0-7 business days after the Notification Date; and
 - 2.4.4.2 30% of fees for work booked to occur 8-15 business days after the Notification Date.
 - 2.4.5 Where Notice to Stop Work has been given due to dissatisfaction with the performance of TP3, the following fees booked but not yet completed remain payable by the client:
 - 100% of fees for work booked to occur 0-3 business days after the Notification Date.
 - 2.4.6 Any waiver of these fees is at the sole discretion of TP3.

3 TRAINING SERVICES

- 3.1 **Definition:** Training services are all face-to-face course delivery services provided by TP3, including public courses and closed (in-house) courses.
- 3.2 **Meeting Course Prerequisites:** Prerequisites for all courses are described in the course outline. Participants are responsible for confirming that they understand and meet the course prerequisites prior to enrolling on a course.
- 3.3 **Failing to Meet Prerequisites May Result in Removal:** If a participant does not meet the appropriate knowledge requirements for a course, TP3 reserves the right to ask that participant to leave the course. If this occurs, no refund of course fees will be given. TP3 will advise the person who

booked the participant's attendance on the course of the reasons for their removal in writing.

- 3.4 **Providing a Workable Learning Environment:** TP3 aims to provide a safe and workable learning environment for all participants. If a participant disrupts the smooth flow and progress of a course, TP3 reserves the right to ask that person to leave the course. If this occurs, no refund of course fees will be given. TP3 will advise the person who booked the participant's attendance on the course of the reasons for their removal in writing.
- 3.5 **Client or Third Party Venues:** If training is conducted at a venue provided or arranged by the client (including the client's premises), the client is responsible for supplying an appropriate room and equipment for the delivery of training. TP3 accepts no responsibility or liability for any fees and expenses associated with the use of this venue, including hire, catering and cancellation fees.
- 3.6 **Travel and Accommodation Fees:** If the TP3 representative incurs travel and accommodation expenses to access a training venue provided or arranged by a client, including travel time, these charges are payable by the client. TP3 will advise the client of any such fees in advance in writing and await the client's approval before incurring these fees.
- 3.7 **Changes to Advertised Course Dates:** TP3 reserves the right to change course dates or cancel a course without charge to the client. All efforts are made to notify participants of a cancellation or rescheduling at least 5 business days prior to the original course date.
- 3.8 **Restrictions on Use of Training Materials:** TP3's training materials are provided for the single use by individual participants during and after their course. TP3 retains all intellectual property rights in these materials. Written permission from TP3 is required for any other use of these materials. They may not be sold, duplicated or re-used.
- 3.9 **Participants Unable to Continue:** After starting a course, if a participant is unable to attend a subsequent day(s) of that course, the remaining days are forfeited. Transfer to the same course on a mutually agreeable date for the day/s missed is allowed and a transfer fee of 25% of the cost of the course is added to the invoice.
- 3.10 **Substituting Participants:** An alternative person may be substituted for an enrolled course participant at any time prior to the start of the first day of the course without charge.
- 3.11 **Cancelling Public Course Attendance:** A Request to cancel a participant's booked course attendance ("*Public Course Cancel Requests*") must be provided to TP3 in writing. Public Course Cancel Requests are subject to the following fees:
 - 3.11.1 5+ business days prior to the course start date: No cancellation fee; or
 - 3.11.2 3-4 business days prior to the course start date: 25% of course fee; or
 - 3.11.3 0-2 business days prior to the course start date: 100% of course fee.
- 3.12 **Transferring Public Course Attendance to Another Date:** A Request to transfer a participant's course attendance to an alternate date ("*Public Course Move Requests*") must be provided to TP3 in writing. Participants are entitled to one Public Course Move Request per course title. Public Course Move Requests are subject to the following fees in addition to the course fee:
 - 3.12.1 5+ business days prior to the course start date: No transfer fee; or
 - 3.12.2 3-4 business days prior to the course start date: 25% of course fee; or
 - 3.12.3 0-2 business days prior to the course start date: 100% of course fee.
- 3.13 **Cancelling Closed (In-house) Courses:** Client requests to cancel a booked closed course ("*Closed Course Cancel Requests*") must be provided to TP3 in writing. Closed Course Cancel Requests are subject to the following fees:
 - 3.13.1 10+ business days prior to course start date: No cancellation fee; or
 - 3.13.2 6-9 business days prior to the course start date: 25% of course fee; or
 - 3.13.3 0-5 business days prior to the course start date: 100% of course fee.
- 3.14 **Transferring Closed (In-house) Courses to Another Date:** Client requests to transfer a booked closed course to an alternate date ("*Closed Course Move Requests*") must be provided to TP3 in writing. Clients are entitled to one Closed Course Move Request per course title. Closed Course Move Requests are subject to the following fees in addition to the course fee:
 - 3.14.1 10+ business days prior to the course start date: No transfer fee; or
 - 3.14.2 6-9 business days prior to the course start date: 25% of course fee; or
 - 3.14.3 0-5 business days prior to the course start date: 100% of course fee.

4 FLEXIVOUCHERS

- 4.1 **Definition:** FlexiVouchers are a method of pre-payment for services provided by TP3.
- 4.2 **Validity:** FlexiVouchers are valid for a period of 12 months from the date of purchase ("*FlexiVoucher Expiry Date*"). Payment: Payment in full is due seven (7) days from the invoice date.
- 4.3 **Unused Vouchers are Forfeited:** Any FlexiVouchers that are unused at the FlexiVoucher Expiry Date are forfeited by the client. Notice of a pending FlexiVoucher Expiry Date will be provided in writing to the client by TP3.
- 4.4 **Extensions are Discretionary:** Any extension of the FlexiVoucher Expiry Date is at the sole discretion of TP3.