

## **TASK TECHNOLOGY TRAINING – TERMS AND CONDITIONS**

### **1. BOOKING REQUIREMENTS & CONFIRMATION**

- 1.1. You must complete a Training Booking Form and provide the requested details of your company, venue and participants.
- 1.2. Bookings are only confirmed upon receipt of payment. A confirmation letter and tax invoice will be sent once payment has been received.
- 1.3. Failure to advise us of the relevant IT information may cause significant delays to the commencement of training and reduce the value of training for participants.
- 1.4. Should a nominated training participant be unable to attend, a substitute participant is always welcome.

### **2. PRICES, CHARGES AND PAYMENT**

- 2.1. This booking form constitutes a legally binding contract and its submission by you to us means that you accept these terms and conditions.
- 2.2. The participant and employer are jointly and severally liable for payment of all the fees due to Task Technology Pty Ltd.
- 2.3. Costs resulting from a non-standard installation of CaseWare for training will be passed on to you.

### **3. CANCELLATION**

- 3.1. If a cancellation is received more than five working days prior to the training course, non-refundable travel, accommodation and training venue costs will be charged, where applicable, plus a \$50 administration fee.
- 3.2. Regrettably, no refunds will be made if less than five full days notice of cancellation is given.
- 3.3. Workshops are subject to minimum participant numbers and may be cancelled if there are insufficient registered participants. We will give at least 5 working days notice of cancellation of a workshop.
- 3.4. If we cancel a workshop for any reason, your remedy is limited to a refund of the registration fee.
- 3.5. We reserve the right to substitute the presenter or change the content of the workshop at any time without notice.
- 3.6. All intellectual property rights in the software and the publications made available during training provided by us are and remain the exclusive property of Task Technology Pty Ltd or third party suppliers as the case may be. When using the publications, the service and training material, you must comply with the law including, without limitation, copyright laws. You must not reproduce, copy, distribute, sell, rent, lend, modify, or make available to another person or body corporate the publications made available during training. You must not reverse engineer, remove, alter, circumvent or tamper with any trade marks, copyright notices, copyright protection devices, disclaimers or other legal notices.

### **4. COSTS**

- 4.1. If you default in performing your obligations under these Terms and Conditions and we incur expenses in enforcing our rights under these Terms and Conditions (for example and without limitation, expenses incurred by us in recovering any moneys owed by you to us), you must pay those expenses to us on demand (including all legal costs on a full indemnity basis).

### **5. PRIVACY**

- 5.1. You acknowledge that personal information concerning you collected or held by us may be used for a variety of purposes including:
  - (a) to supply goods and services that you have ordered;
  - (b) to administer your account and to enforce this contract; and
  - (c) for marketing purposes.
- 5.2. If you do not want us to use your personal information for marketing purposes, please advise us in writing.
- 5.3. You also agree that if you provide us with personal information about any other individual, you will ensure that the individual is aware:
  - (a) that you have supplied their personal information to us and the reason; and

(b) of the details in this clause 5 which apply to information we collect about them as well as information we collect about you.

- 5.4. If you fail to provide any information requested by us, we may be unable to supply the goods and services that you order or request.
- 5.5. You consent to us sharing your personal information with other Task Technology Pty Ltd group companies including those overseas and with our service providers who are located overseas.
- 5.6. If you apply to us for credit terms we may give certain information about you including identity particulars to a credit reporting agency and we will tell you separately about other uses and disclosures of your personal information relevant to your application for, or our provision of, credit.

## **6. DISCLAIMER**

- 6.1. To the extent permitted by law, neither Task Technology Pty Ltd nor its presenters will be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting omitting to act or refraining from acting in reliance upon the course material or presentation of the course or, except to the extent that any such loss does not exceed the price of the course, arising from or connected with any error or omission in the course material or presentation of the course. Consequential loss shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

## **7. GST**

- 7.1. In these Terms and Conditions the terms "GST", "supply" and "tax invoice" have the meaning given to those terms in the A New Tax System (Goods and Services) Tax 1999 (Cth) and the term "GST" also includes any penalties or additional tax imposed in relation to the GST payable in relation to the supply of services under these Terms and Conditions.
- 7.2. Any amount payable by you under clause 2 is inclusive of GST.
- 7.3. If the amount of GST paid or payable by us on a sale made to you differs from the amount of GST you have paid to us for the goods or services sold, then the amount of GST paid by you will be adjusted either by further payment by you to us or repayment to you by us of the amount of the adjustment.
- 7.4. In relation to any GST paid by a party under these Terms and Conditions, including any adjustment, the payee will provide the payor with a tax invoice.

## **8. GOVERNING LAW**

- 8.1. These Terms and Conditions will be governed by and construed according to the law of Victoria and the parties agree to submit to the jurisdiction of the courts and tribunals of or exercising jurisdiction in that State.

## **9. SEVERABILITY OF PROVISIONS.**

- 9.1. If any provision, clause or sub-clause of these Terms and Conditions is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.