

# **SHORT COURSE Booking Form**

PARTICIPANT NAME (Please use block letters)	EMAIL ADDRESS	COURSE NAME	DATE/S	COST (INC. GST)
If paying by Credit Card, please tick		GRAND TOTAL INC GST		

\*A pc/laptop with webcam ability and internet access is required to attend VIRTUAL sessions.

AUTHORISING MANAGER		BOOKING CONTACT		
Contact Name		Contact Name		
Title		Title		
Email		Department		
Phone		Organisation		
ACCOUNTS PAYABLE		ADDRESS		
Contact Name				
Phone		Phone		
Fax		Fax		
Email		Email		
Terms and Conditions (Please see over)				
I accept the terms and conditions contained in this document (Refer next page for details)				
Authorising sign	ature	Date	PO#	

local buy<sup>®</sup>

D Publicly Scheduled Short Course training

D Purchased under Local buy Panel Arrangement

Please confirm if this product/service is being purchased under *Local Buy's Human Resources and Employee Services BUS 278 Panel Arrangement* 

Submit your completed form to Patricia Paolini at Peak Services Training at ppaolini@wearepeak.com.au along with purchase order.

# TRAINING SOLUTIONS

We deliver face-to-face instructor led training sessions and in-house programs throughout Queensland.

# **Peak Services Terms and Conditions**

# OFFER VALIDITY

The offer for provision of professional services encompassed in the proposal document remains valid for a period of 60 days, unless otherwise stated in the proposal document.

# THE PARTIES

The Client means the organisation identified as the addressee in the attached proposal document.

The Client's representative, unless otherwise advised by the Client, is the addressee identified in the attached proposal document.

The Consultant means:

LGE Operating Company Pty Ltd ACN 115 959 021

25 Evelyn St, Newstead, Qld 4006

Peak Services is the business name of LGE Operating Company Pty Ltd

# GENERAL

- 1. All work undertaken by Peak Services is subject to the terms and conditions here set out.
- These terms and conditions cannot be varied or waived, unless in writing and signed by an executive of LGE Operating Company Pty Ltd.
- Peak Services reserves the right to change course schedules, course pricing, discontinue courses, modify course content, limit class size or cancel courses prior to course confirmation. The Client will be notified by email should any of these details be changed.
- The Client agrees to purchase the courses or consulting services scheduled for the dates and times as specified in the Booking Form.

# PEAK INSURANCES

 Peak holds, and shall maintain for a period of at least 12 months following completion of the services, the following minimum insurance levels:
Public Liability
Professional Indemnity
\$10 million

The Consultant's liability under this agreement for any act or omission is limited to \$10 million.

# **COURSE CONFIRMATION**

6. All courses or consulting services delivered at the Client's nominated venue or at Peak Services nominated venue will be confirmed by email by Peak Services approximately 10 working days prior to commencement (or earlier where possible). The Client is advised not to make accommodation or travel arrangements until an Peak Services course confirmation has been received. Peak Services shall not be liable for any costs or damages suffered by the Client or Participants as a result of any cancellation or delays in delivery of any course where a course confirmation has not been issued by Peak Services.

# SCHEDULING COURSES

 Peak Services will specify the dates of publicly scheduled or onsite training events. Peak Services may cancel any training event on notice. If this occurs, and the Client has pre-paid, Peak Services will refund the course fee paid.

#### FEES

- 8. Peak Services fees are payable in accordance with the following provisions.
- Peak Services will invoice for any training events post training delivery. For nationally recognised qualifications, invoices are forwarded after our first block of training days. All invoices are payable within 30 days.
- 10. Any significant administrative work will be charged at the rate of \$100 per hour ex GST.
- 11. Peak reserves the right to charge interest on overdue payments at the rate of 1% per month, calculated on a pro-rata daily basis.

# CANCELLATION

- 12. Prior to course confirmation, cancellations may occur at any time
- 13. After course confirmation, payment in full will be required
- 14. Participant substitution on training courses is free of charge at any time (the substitute participant is required to meet the published course prerequisites, where applicable)
- 15. Substitutions, cancellations and transfers (for training) will only be accepted in writing or via email (<u>training@wearepeak.com.au</u>)

# **REGISTRATION CHANGES**

16. All changes to registration details must be made in writing or via email (training@wearepeak.com.au

# NO LIABILITY

- 17. Peak Services is not liable for any loss, damage, injury, costs (including legal), claims or expenses sustained by the Client or its employees, agents or customers, arising directly or indirectly from or connected with this assignment.
- 18. Peak Services uses a robust methodology to deliver quality outcomes for Client in accordance with the Client's instructions. However, Peak Services makes no warranty, expressed or implied, as to the application of the service elements. Accordingly, the client acknowledges that it is solely responsible for its decision(s) in respect to this assignment.

# COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 19. Unless specifically agreed otherwise, copyright of all course material remains with Peak Services, except where stated and may not be reproduced in whole or in part, recorded, loaned, broadcast, stored in a retrieval system or displayed publicly without prior permission.
- 20. The copyright of all course material and publicity material is invested, except where stated and may not be reproduced in whole or in part, recorded, loaned, broadcast, stored in a retrieval system or displayed publicly without prior permission.
- The Client grants Peak a license to use any Client supplied information for the purposes of completing the services contemplated by this agreement.
- 22. The Client shall advise Peak Services in writing if any Client supplied documents or information are to be treated as confidential.

# ASSIGNMENT

23. Peak Services may assign, novate, subcontract or otherwise transfer all or any part of its rights or liabilities under this arrangement without the consent of the Client. The Client must executive any document reasonably required by the Peak Services to give effect to the assignment, novation or transfer.

# WARRANTY

- 24. The Client warrants that all courses will have been approved by them as fit for purpose before release to their staff. Peak Services does not make any warranty as to the results that may be obtained from the use of the LMS or as to the accuracy or reliability of any information obtained through use of the LMS.
- 25. Courses are provided by Peak Services for general training purposes, and should not be considered professional advice.

# COURSE PREREQUISITES

26. Participants must comply with published course prerequisites.

#### AUTHORISATION

27. The Client hereby certifies that all Participants are employed by, or are under contract to the Client and undertakes to bring these Terms and Conditions to the attention of Participants.

