

STANDARD TRAINING SERVICES AGREEMENT

**THIS AGREEMENT for the provision of training and assessment services.
Commencement of training indicates acceptance of terms and conditions set out below.**

SCHEDULE OF CHARGES

Course	Annual Enrolment Fee for New Worker State Funded Trainees (GST exempt)	Fee-For-Service & Existing Worker Trainees (GST exempt)
	Mandatory fee per state	To be negotiated

<u>Additional Services / Charges</u> (These fees will not be incurred without prior discussion and client approval)	Fee (GST inclusive) Invoiced as applicable after each session
Travel	
Accommodation / meals, if required for 'out of town' training	
Venue (if required to be hired by Lennox)	
Catch-up sessions (in addition to the scheduled classes)	
Cancellation Fee	
Small Group Fee: for groups with less than 6 participants	
RPL/RCC see 'terms and conditions'	

NOTES

- If no prior arrangements have been made for *extension of terms*, Year 1 fees for both New Worker Trainees and Existing Worker trainees will be invoiced on **commencement** of training
- Year 2 fees for New Worker Trainees will be invoiced on **commencement** of training
- Year 2 fees for Existing Worker Trainees will be invoiced on completion of training
- Trainee numbers for groups - minimum 6, maximum 12
- The Enrolment Fee is levied *per nominal traineeship year*, regardless of how long the traineeship lasts

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- 1.1. Lennox will provide training and assessment services to the employer / individual in their training course as outlined in the Student Handbook, available on the Lennox web site (www.lennoxinstitute.org). Other services are provided as outlined in print materials or on the web site. These are complex services and Lennox assumes that the client is fully aware of the services and process involved when they accept this Agreement.
- 1.2. Lennox reserves all intellectual property rights in connection to the services and products provided under this Agreement, including rights to all work developed and used as part of the Agreement. The intellectual property rights may include but are not limited to copyright, trademarks – registered and unregistered, work practices, methods, designs, concepts and trade practices. Use of any Lennox intellectual property outside the scope of this Agreement, or after termination of the agreement, is strictly prohibited.
- 1.3. Lennox will ensure that the required training is scheduled during the traineeship term and will keep the client informed of non attendance.
- 1.4. The services can only be successful with full participation of the client / employer / site supervisors / employees. The client acknowledges this and will make every effort reasonable and possible for Lennox to successfully deliver the services.
- 1.5. It is the employers responsibility to ensure that students attend all training sessions and formally inform the relevant state body and Lennox of the cancellation of any trainees.

- 1.6. Where participants consistently do not attend scheduled classes, Lennox is required to report this to the relevant state body and this may result in the termination of the traineeship. Lennox policy is to report to the relevant state body if a students attendance falls below 50% at any point during the traineeship.
- 1.7. Lennox will inform the client and if Lennox is required by the client to schedule additional classes or 1:1 tuition to complete the training sessions, then the additional fee as listed in the schedule will be applied.
- 1.8. Lennox requests that where possible, notice of a minimum 48 hrs be given by the client of postponement of a scheduled training session. Lennox will waive the standard notice period / cancellation fee in the event of unforeseen or extenuating circumstances. The above notwithstanding, if Lennox is not given enough time to cancel the trainers services or the trainer is in transit to the training site, any trainer expenses incurred by Lennox will be passed on to the client at cost.
- 1.9. RPL / RCC. If Assessment services are provided prior to the traineeship and the traineeship does not proceed, Lennox is to be reimbursed the costs of the assessment time. RPL/RCC is an integrated part of the delivery strategy for Existing Workers with courses priced accordingly. There will be no fee reduction for workers awarded RPL/RCC credits.
- 1.10. The client agrees to pay Lennox the consideration as noted in clause 2 below and as required by the Schedule of Charges, and to receive these services from Lennox in an on-going manner.
- 1.11. The term of this agreement shall commence from the Date of Agreement as noted in the schedule.
- 1.12. This Agreement may be altered and up-dated by Lennox from time to time, and these terms and conditions may be varied at Lennox's discretion. Lennox will provide variations to the client with 30 days notice by post, unless government changes and their requirements on Lennox make this unachievable. If Lennox does not receive written cancellation of the Agreement, Lennox shall reasonably assume that the client has agreed to the variation.

2. FEES & REFUNDS

- 2.1. The client shall pay the fees as outlined in the Schedule of Charges & Notes. **Payment is required within 30 days of the date of any invoice issued by Lennox.**
- 2.2. Special arrangements can be made for *extension of terms* to coincide with funding application.
- 2.3. Any invoice which is not paid within 7 days of its due date shall be subject to a charge of 1.5%, plus a further 1.5% for each additional 30 days between such due date and payment.
- 2.4. The Policies on Refunds and Fee Exemptions apply to this agreement and are up-dated as required by government policy. Please refer to the web-site for the latest version that applies to your courses.
- 2.5. Should the training of a student be cancelled prior to final payment for training, the client will be invoiced for costs of training already attended by the student at a pro-rata fee, based on the agreed fee-for-service costs.

3. LIMITATION OF LIABILITY

- 3.1. Subject to 4.1 To the maximum extent permitted by law Lennox gives no warranties, and shall have no liability to the client in relation to:
- 3.2. Use or implementation of Lennox's training systems and products and resulting staff performance or lack thereof;
- 3.3. Unsuitability of the training for any specific purpose;
- 3.4. Any other liability relating to the training or outcomes from the training;
- 3.5. The implementation of any advice, referral, system or idea that Lennox may provide during, after or as part of providing the service.
- 3.6. Without limiting the foregoing provisions of this clause 4, neither Lennox, its employees nor contractors shall have any liability in relation to any indirect or consequential loss, relating to any of the services provided.

4. TERMINATION

- 4.1. The Client or Lennox shall be free to terminate this agreement with 30 days written notice.
- 4.2. If the Client terminates this Agreement, Lennox shall issue a Tax Invoice, and the client shall pay any and all monies outstanding and due within 7 days of the date the Tax Invoice.
- 4.3. IN NO EVENT shall Lennox's liabilities under this agreement exceed the sum of any amounts paid hereunder by the client to Lennox.