

TRAINING SERVICES AGREEMENT

THIS AGREEMENT for the provision of training and assessment services from 01/01/2014 Student attendance of training indicates acceptance of updated terms.

SCHEDULE OF CHARGES: NSW Based 6 trainees per group	Fees for New Worker State Funded Trainees (PT & FT) (GST exempt)	Fee for Service
Course Description	Quotation provided	Quotation provided

Additional Services / Charges (These fees will not be incurred without prior client approval)	Fee (GST inclusive) Invoiced as applicable after each session
Claims Administration (Optional)	\$250.00 per student
Travel (more than 1 hr from City) (may fluctuate based on ATO /NRMA rate)	\$0.75 per km
Accommodation / meals, if required for 'out of town' training	at cost
Venue (if required to be hired by Lennox Institute)	at cost
Catch-up sessions (in addition to the scheduled classes)	Min of 3 hrs \$110.00 per hour
Cancellation Fee	Certificate III \$330.00 Management courses \$650.00
Additional Fee for small group / one on one delivery Per nominal year of traineeship	\$500.00

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- 1.1. Lennox Institute will provide training and assessment services to the employer / individual in their training course as outlined in the Student Handbook, available on the Lennox Institute 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 Institute assumes that the client is fully aware of the services and process involved when they accept this Agreement.
- 1.2. Lennox Institute 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 Institute intellectual property outside the scope of this Agreement, or after termination of the agreement, is strictly prohibited.
- 1.3. Lennox Institute 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 Institute to successfully deliver the services.
- 1.5. It is the employers responsibility to ensure that students attend all training sessions and formally inform the Apprenticeship Centre and Lennox Institute of the cancellation of any trainees.
- 1.6. If Lennox Institute 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.
- 1.7. Lennox Institute requires that notice of a minimum 48 hrs be given by the client of postponement of a scheduled training session. If Lennox Institute is not given sufficient time to cancel / postpone there is a Cancellation fee levied and Lennox Institute is liable to pay the Trainers fee.

- 1.8. The client agrees to pay Lennox Institute the consideration as noted in clause 2 below and as required by the Schedule of Charges, and to receive these services from Lennox Institute in an on-going manner.
- 1.9. The term of this agreement shall commence from the Date of Agreement as noted in the schedule.
- 1.10. This Agreement may be altered and up-dated by Lennox Institute from time to time, and these terms and conditions may be varied at Lennox Institute's discretion. Lennox Institute will provide variations to the client with 30 days notice by post, unless government changes and their requirements on Lennox Institute make this unachievable. If Lennox Institute does not receive written cancellation of the Agreement, Lennox Institute shall reasonably assume that the client has agreed to the variation.

2. FEES & REFUNDS

- 2.1. The Non Refundable Administration Fee is invoiced on sign up of students.
- 2.2. Unless prior arrangements have been made, it is the employers responsibility to ensure that claim forms are completed and submitted to the Apprenticeship Centre to receive government funding for which they may be eligible.
- 2.3. The client shall pay the fees as outlined in the Schedule of Charges & Notes. Unless alternative terms have been negotiated, Lennox Institute requires **Payment within 30 days of the date of any invoice** regardless of whether the employer has submitted their claims. Special arrangements can be made for *extension of terms*.
- 2.4. Lennox Institute uses third party debtor management services. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. Lennox Institute will discount fees by 5% on full upfront payments made within 7 days.
- 2.8. Lennox Institute has credit card facilities available and will waive the fees for payments made within 7 days of date of invoice.

3. LIMITATION OF LIABILITY

- 3.1. Subject to 4.1 To the maximum extent permitted by law Lennox Institute gives no warranties, and shall have no liability to the client in relation to:
- 3.2. Use or implementation of Lennox Institute'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 Institute may provide during, after or as part of providing the service.
- 3.6. Without limiting the foregoing provisions of this clause 4, neither Lennox Institute, 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 Institute shall be free to terminate this agreement with 30 days written notice.
- 4.2. If the Client terminates this Agreement, Lennox Institute 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 Institute's liabilities under this agreement exceed the sum of any amounts paid hereunder by the client to Lennox Institute.

For Glad Group Pty Ltd

For Lennox Institute Pty Ltd

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 Print Name:
 Title:

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 Print Name:
 Title: