

SKILLS LAB TRAINING STANDARD TERMS AND CONDITIONS**1. Definitions**

In this Agreement, the following terms have the meanings set out below:

“Client” means the person specified in the Confirmation of Enrolment Letter.

“Confirmation of Enrolment Letter” means the letter from Skills Lab to the Client confirming the Client’s enrolment in the relevant Skills Lab training Course/s as completed by the Client.

“Course” means an individual training course provided by Skills Lab which forms part or all of the Training Services.

“Fee” means the fee payable by the Client to Skills Lab for the Training Services as specified in the Confirmation of Enrolment Letter.

“Intellectual Property Rights” means all intellectual property rights including copyright and analogous rights (including moral rights), patents , registered and unregistered trademarks, registered designs and design rights, trade secrets, know-how, circuit layouts and all other similar proprietary rights of whatever nature.

“Skills Lab” means Skills Lab Pty Ltd (ABN 47 124 249 921).

“Training Services” means the Courses identified in the Confirmation of Enrolment Letter.

2. Agreement

This agreement is comprised of:

- (a) these Terms & Conditions; and
- (b) the Confirmation of Enrolment Letter completed by the Client and provided to Skills Lab, (the **“Agreement”**).

The parties agree that any purchase order issued by the Client and other documents referred to in the purchase order, do not form part of this Agreement.

In the event of any ambiguity, discrepancy, or inconsistency between the documents comprising this Agreement, the order of precedence to be applied to resolve the ambiguity, discrepancy, or inconsistency is the order in which the documents are listed above.

3. Training Services

Skills Lab will provide the Training Services to the Client on the dates specified in the Confirmation of Enrolment Letter or as otherwise agreed in writing between the parties.

4. Payment

Skills Lab will issue the Client with a tax invoice for the Fee prior to the commencement of the Training Services.

The Client must pay Skills Lab the full amount of the tax invoice at least 7 days prior to the commencement of the Training Services.

Unless otherwise stated, all monetary amounts stated in this Agreement are exclusive of GST.

5. Cancellation or postponement of the Training Services

The Client must advise Skills Lab as soon as possible if the Client is required to withdraw from any Course.

If the Client provides Skills Lab with written notice of withdrawal from a Course more than 7 days prior to commencement of that Course, Skills Lab will reimburse the amount paid by the Client for that Course.

If the Client provides Skills Lab with written notice of between 1 and 7 days' notice of withdrawal from a Course, Skills Lab will reimburse 50% of the Course fee to the Client.

If the Client provides Skills Lab with less than 24 hours written notice of withdrawal from a Course, Skills Lab will not reimburse any part of the Fee for that Course. However, Skills Lab will hold a position for the Client in a future Course for a period of 12 months from the initial Course date (pending availability).

If the Client withdraws from a Course and has received a discount for enrolling in multiple Courses, the Fee for each Course will revert to the standard rate and the balance, minus any discount, will be reimbursed to the Client.

6. Intellectual Property

Skills Lab retains all Intellectual Property Rights in all training materials and other documentation used and supplied by Skills Lab as part of the Training Services.

Skills Lab grants the Client a perpetual, non-exclusive, royalty-free, non-transferrable licence to use the training materials supplied by Skills Lab as part of the Training Services for the sole purpose of enjoying the benefit of the Training Services provided under this Agreement.

7. Limitation of Liability

To the extent permitted by law, Skills Lab's maximum aggregate liability under or in any way connected with this Agreement and the Training Services is limited to:

- (a) supplying the Training Services again; or
- (b) the cost of having the Training Services supplied again.

8. Termination for Default

Either party is entitled to immediately terminate this Agreement by giving written notice to the other party in the following circumstances:

- (a) if a party commits a material breach of this Agreement and, in the event that the breach is capable of being rectified, does not rectify the breach within 10 days of receipt of written request to rectify the breach; or
- (b) if a party is insolvent, becomes bankrupt, or becomes subject to any official management, receivership, liquidation, voluntary administration, winding up, or external administration.

9. Termination for Convenience

At any time and for any reason Skills Lab may terminate this Agreement. If Skills Lab terminates this Agreement pursuant to this clause, it will refund any part of the Fee paid by the Client.

10. Amendments

Any amendment to this Agreement must be in writing and signed by both parties to this Agreement.

11. Waiver

A right under this Agreement cannot be waived except in writing by a party. A delay by a party in exercising a right does not constitute a waiver in whole or in part.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and agreements between the parties in relation to the subject matter of this Agreement.

13. Severability

If any part of this Agreement is held to be invalid, unlawful, or unenforceable in any way, this Agreement will continue to apply to the fullest extent possible save and except for the clause which is held to be invalid, unlawful, or unenforceable.

14. Applicable Law

This Agreement is governed by and must be construed according to the laws of South Australia. The parties irrevocably submit to the non-exclusive the jurisdiction of the courts of South Australia with respect to any proceedings that may be brought in connection with this Agreement.