

**SKILLS LAB SELF-FUNDED STUDENT TRAINING TERMS AND CONDITIONS****1. Definitions**

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

**“Administration Fee”** means a fee of \$150 payable at the time of lodgment of a Student’s enrolment application to cover the cost of assessing and processing the enrolment application.

**“Confirmation of Enrolment Letter”** means the letter from Skills Lab to the Student confirming the Student’s enrolment in the relevant Skills Lab training Course/s.

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

**“Course Deposit”** means a deposit of no more than \$1500 (inclusive of GST) payable by the Student in respect of the Fee for the Course.

**“Course Information Package”** means the package of information provided to the Student in relation to the Training Services prior to his or her enrolment.

**“Fee”** means the fee (excluding the Application Fee) payable by the Student to Skills Lab for the Course 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).

**“Student”** means the self-funded student specified in the Confirmation of Enrolment Letter

**“Training Services”** means the Course, units of competency or skill sets 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 signed by the Student and provided to Skills Lab, (the **“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**

Subject to these terms and conditions, Skills Lab will provide the Training Services to the Student on the dates specified in the Confirmation of Enrolment Letter or as otherwise agreed in writing between the parties.

Upon the successful completion of a Course and subject to the Student's compliance with these terms and conditions, Skills Lab will issue the Student with a Statement of Attainment.

### **4. Payment**

The Student must pay Skills Lab the Application Fee at the time of submitting his or her enrolment application.

The Application Fee is not refundable unless the Student withdraws his or her enrolment in writing to Skills Lab within 24 hours of enrolment or if Skills Lab cancels the Course and cannot offer the Student a transfer to another course within 8 weeks of the cancellation.

The Fee and methods of payment shall be specified in the Course Information Package.

Skills Lab will issue the Student with a tax invoice for the Course Deposit prior to the commencement of the Training Services.

The Course Deposit must be paid by the Student at least 7 days before the Student's commencement of the Course.

The Student must pay the balance of the Fee by the dates specified in the Confirmation of Enrolment Letter.

If the Student defaults in making payment in accordance with the Confirmation of Enrolment Letter, the Student shall be suspended from the next unit(s) until a payment plan acceptable to Skills Lab has been agreed between the Student and Skills Lab.

Certificates or Statements of Attainment may be withheld at Skills Lab's discretion until full payment has been made.

## 5. Cancellation or postponement of the Training Services

The Student must advise Skills Lab as soon as possible if he or she is required to withdraw from a Course.

If the Student provides Skills Lab with written notice of withdrawal from a Course:

- within 24 hours of enrolment, Skills Lab will reimburse the Course Deposit paid by the Student for that Course plus the Administration Fee;
- more than 7 days prior to commencement of the Course, Skills Lab will reimburse the Course Deposit paid by the Student for that Course;
- between 1 and 7 days prior to commencement of the Course, Skills Lab will reimburse 50% of the Course Deposit paid by the Student for that Course; and
- less than 24 hours before commencement of the Course, Skills Lab will not reimburse any part of the Course Deposit paid for that course. However, Skills Lab will hold a position for the student in a future course for a period of 12 months from the initial course date (subject to availability).

All requests for refunds must be made in accordance with the Skills Lab Fees and Refund Policy.

Skills Lab may cancel a course due to low enrolment or other unforeseen events. Skills Lab will take reasonable steps to offer the Student a transfer to another course within 8 weeks of the cancellation. If Skills Lab cannot offer the Student a transfer to another course within 8 weeks, Skills Lab will refund all fees and the Administration Fee to the Student.

## 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 Course or Training Services.

Skills Lab grants the Student a perpetual, non-exclusive, royalty-free, non-transferrable licence to use the training materials supplied by Skills Lab as part of the Course or Training Services for the sole purpose of enjoying the benefit of the Course or 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, the Course and the Training Services is limited to:

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

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

## 10. 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.

## 11. 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.

## 12. 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.

## 13. 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.