

Service Terms and Conditions

Booking and/or participation for services conducted by Skills Strategies International Pty Ltd (Skills Strategies International) will constitute acceptance of these terms and conditions.

General conditions

- a. Contract provision – Skills Strategies International submit a written quote of the selected services and the contract only takes effect once the client has confirmed the quote in writing, verbally or through commencement of the services.
- b. These terms shall prevail over any terms put forward by the client, unless specifically requested to acknowledge the client terms and conditions or part thereof, and this is notated in the agreed service contract.
- c. No conduct by us, our employees or our associates shall be deemed to constitute acceptance of any terms put forward by you. Skills Strategies International will provide services under the Skills Strategies International Terms & Conditions only unless specified otherwise.

Confidentiality

Any information disclosed by both parties under this agreement shall remain confidential.

Privacy Statement

All learner information will be collected and stored as per the Skills Strategies International Privacy Policy. The full policy is available for viewing on the business website.

<http://www.skillstrategies.wa.edu.au/wp-content/uploads/2017/12/Privacy-Policy-V3-Oct-2017.pdf>

Intellectual Property

All course materials developed remain the intellectual property of Skills Strategies International,

- a) Skills Strategies International has exclusive ownership and copyright of all internally developed course materials and resources used for delivery of services. This is inclusive of all content, logos and graphics developed by Skills Strategies International.
- b) Documents intended for the exclusive delivery of the services remains Skills Strategies International's intellectual property. The client may not claim ownership of any of our products modified or unmodified.
- c) All course resources and material are only to be used under Skills Strategies International approval and/or supervision of a Skills Strategies International facilitator or authorised delegate appointed by Skills Strategies International
- d) Where resources are authorised to be retained by the client, this will be explicitly stated in writing in the signed contract.

Advertiser Relationship

Skills Strategies International regularly update their website with user feedback and testimonials from past clients and learners. The Skills Strategies International website is highly regulated to meet both State and National Training Standards.

Skills Strategies International may request a client to provide feedback for services received for future marketing.

- a) Skills Strategies International may request the client in writing post course and will clearly indicate the purpose of the feedback
- b) The client will have the right of refusal
- c) The longevity of the marketing effort is non-determined however the client can request removal in writing to compliance@skillstrategies.wa.edu.au
- d) Allow 14 standard working days for any such removal

Skills Strategies International Rights and Obligations

- a. Skills Strategies International reserves the right to engage the duties of the contract to a third party to perform and to change the contents of services, provided the objective of the service provision is not compromised.
- b. Skills Strategies International shall provide facilitators to present the services as it deems fit and in its sole discretion, be entitled to substitute any facilitator with any other facilitator or person who in its sole discretion, is suitably qualified to present the relevant service.
- c. Skills Strategies International may cancel services, change the date or time of the services or the designated location with reasonable notice to the client.
- d. When Skills Strategies International cancels the services, a full refund of fees received by the client is payable to the client.
- e. Skills Strategies Internationals does not accept any responsibility for any business outcomes associated with the services provided.
- f. Skills Strategies International can conduct services at its own premises, the clients' premises or another mutually agreed upon location.
- g. All locations as previously specified in (f) must have full and current relevant business insurances in place.

Terms of payment

- a) Costs covered by the client will be specified in writing in the contract and will include additional goods and services tax where applicable.
- b) All fees are due upon receipt of the invoice and must be paid within our standard payment terms or in full prior to the commencement of services.
- c) Any client specific costs as agreed to in the Contract will be individually itemised on the account for clarity
- d) The client is in default if he/she does not pay following receipt of a reminder sent by Skills Strategies International once the due date is within 48 hours.
- e) If payment is not received in the given timeframe, Skills Strategies International may defer or cancel the services.

- f) Any additional services will be charged at our standard rate for the applicable service and will be quoted and charged accordingly.

Cancellation of Services to be Provided

Skills Strategies International offer professional business solutions to a broad client base. At times, it is necessary to cancel or defer scheduled events for circumstances beyond our control.

Skills Strategies International Standard working days are Monday to Friday 8am to 4.30 pm. Saturday and Sunday are not included as standard working days.

- a) Skills Strategies International is entitled to terminate the contract due to illness, technical reasons, or other reasons beyond Skills Strategies International's control.
- b) Before exercising this right to termination, Skills Strategies International will make every effort to contact and reschedule services with the client's consent.
- c) Notification of cancellation will be provided as soon as practicable in writing.
- d) In case of rescheduling, the contract will remain in effect and will be amended with the consent of both parties. If the parties cannot agree on the amendment to the contract, the contract will be terminated, and any fees paid by the client will be reimbursed to the client in full.
- e) In the event that any service access has been set up that requires a password, the access will be terminated and re-established for the re-scheduled event.

Cancellation by the client

- a) The client is entitled to terminate the contract no less than 10 standard working days before the service is scheduled without incurring penalties.
- b) The client is liable 100% of the costs if he/she terminates the contract within 5 standard working days of the first day of service commencement.
- c) If the client wishes to change the scheduled service date set in the contract without terminating the contract, Skills Strategies International must receive written notice at least 5 standard working days prior to the first day of the services being provided so as not to incur extra costs.

Rights to further claims are reserved by Skills Strategies International. This especially concerns cancellation costs for any travel and/or accommodation already booked to the client's premises or to any other agreed-upon location.

- a) Where possible, Skills Strategies International will make reasonable attempts to reschedule flights and accommodation at minimal cost to the client.
- b) Where flights and/or accommodation incur a cancellation fee or re-booking fee, this additional cost will be invoiced to the client.
- c) Where flights and/or accommodation cannot be rescheduled, any incurred debt by Skills Strategies International will be passed on to the client for reimbursement.

Liability

Skills Strategies International does not accept responsibility of anyone acting on behalf of the business; their personal views, opinions and information. Skills Strategies International only accepts liability for services provided as per the WA State Legislation.

Our right to vary these terms and conditions

Skills Strategies International have the right to revise and amend these terms and conditions from time to time.

- a) Skills Strategies International reserves the right to change these conditions from time to time as it sees fit and the clients continued use of our products and services will signify acceptance of any adjustment to these terms.
- b) If there are any changes to the Skills Strategies International Privacy Policy, we will announce these changes have been made on the Skills Strategies International business website. <http://www.skillstrategies.wa.edu.au/>
- c) If there are any changes in how Skills Strategies International use our clients' personally information, notification by email or postal mail will be made to those affected by the changes.
- d) Any changes to the Privacy Policy will be posted the Skills Strategies International business website. <http://www.skillstrategies.wa.edu.au/>

You are therefore advised to revisit this statement and our website on a regular basis.