



STANDARD TRAINING SERVICES AGREEMENT

THIS AGREEMENT is 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 Courses & Existing Worker Trainees (GST exempt)
	As per TAFE NSW Fees	\$
		\$
		\$
		\$
		\$

Additional Services / Charges (These fees will not be incurred without prior discussion and client approval)	Fee (GST inclusive) Invoiced as applicable after each session
Travel (per km OR flat rate)	\$
Accommodation/meals (flat rate)	\$
Training Venue	\$
Catering	\$
Other (please list):	\$
	\$

<p>E Firstaid Pty Ltd</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Position: _____</p> <p>Date: / /</p>	<p>Client: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Position: _____</p> <p>Date: / /</p>
---	--



TERMS AND CONDITIONS

1. General Conditions

- 1.1 E Firstaid Pty Ltd will provide ALL necessary training resources required unless previously agreed upon as set out in the notes of this agreement.
- 1.2 E Firstaid Pty Ltd will provide training and assessment services to the employer / individual in their training course as outlined on the website (www.efirstaid.com.au) and E Firstaid Pty Ltd assumes that the client is fully aware of the services and process involved when they accept this Agreement. Please contact E Firstaid Pty Ltd for any clarification.
- 1.3 E Firstaid Pty Ltd 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, work practices, methods, designs, concepts and trade practices. Use of any E Firstaid Pty Ltd intellectual property outside the scope of this Agreement, or after termination of the agreement, is strictly prohibited.
- 1.4 E Firstaid Pty Ltd will ensure that the required training is scheduled during the traineeship term/course duration and will keep the client informed of non attendance.
- 1.5 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 E Firstaid Pty Ltd to successfully deliver the services.
- 1.6 It is the employer's responsibility to ensure that students attend all training sessions and formally inform the relevant state body and E Firstaid Pty Ltd of the cancellation of any trainees/participants.
- 1.7 In the case of traineeships, where participants consistently do not attend scheduled classes, E Firstaid Pty Ltd is required to report this to the relevant state body and this may result in the termination of the traineeship. E Firstaid Pty Ltd policy is to report to the relevant state body if a student's attendance falls below 50% at any point during the traineeship.
- 1.8 E Firstaid Pty Ltd will inform the client and if E Firstaid Pty Ltd is required by the client to schedule additional classes or 1:1 tuition to complete the training sessions, then the additional fee as previously agreed upon and listed in the schedule will be applied.
- 1.9 E Firstaid Pty Ltd requests that where possible, notice of a minimum 48 hours be given by the client of postponement of a scheduled training session. E Firstaid Pty Ltd will waive the standard notice period/cancellation fee in the event of unforeseen or extenuating circumstances. The above notwithstanding, if E Firstaid Pty Ltd 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 E Firstaid Pty Ltd will be passed on to the client at cost.
- 1.10 RPL / RCC. If Assessment services are provided prior to the traineeship and the traineeship does not proceed, E Firstaid Pty Ltd 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.
- 1.11 The client agrees to pay E Firstaid Pty Ltd the consideration as noted in clause 2 below and as required by the Schedule of Charges, and to receive these services from E Firstaid Pty Ltd in an on-going manner.
- 1.12 The term of this agreement shall commence from the Date of Agreement as noted in the schedule.
- 1.13 This Agreement may be altered and up-dated by E Firstaid Pty Ltd from time to time, and these terms and conditions may be varied at E Firstaid Pty Ltd's discretion. E Firstaid Pty Ltd will provide variations to the client with 30 days notice by post, unless government changes and their requirements on E Firstaid Pty Ltd make this unachievable. If E Firstaid Pty Ltd does not receive written cancellation of the Agreement, E Firstaid Pty Ltd shall reasonably assume that the client has agreed to the variation.



2. Fees and 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 E Firstaid Pty Ltd.
- 2.2 Special arrangements can be made for extension of terms to coincide with funding application.
- 2.3 The Policy on Refunds applies to this agreement and is up-dated as required by government policy. Please refer to the website for the latest version that applies to your courses.
- 2.4 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

- 1.1 Subject to 4.1 To the maximum extent permitted by law E Firstaid Pty Ltd gives no warranties, and shall have no liability to the client in relation to:
- 1.2 Use or implementation of E Firstaid Pty Ltd's training systems and products and resulting staff performance or lack thereof;
- 1.3 Unsuitability of the training for any specific purpose;
- 1.4 Any other liability relating to the training or outcomes from the training;
- 1.5 The implementation of any advice, referral, system or idea that E Firstaid Pty Ltd may provide during, after or as part of providing the service.
- 1.6 Without limiting the foregoing provisions of this clause 4, neither E Firstaid Pty Ltd, its employees or 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 E Firstaid Pty Ltd shall be free to terminate this agreement with 30 days written notice.
- 4.2 If the Client terminates this Agreement, E Firstaid Pty Ltd 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 E Firstaid Pty Ltd's liabilities under this agreement exceed the sum of any amounts paid hereunder by the client to E Firstaid Pty Ltd.