

## **EZE TRAINING PTY LTD - TERMS AND CONDITIONS**

**In applying to attend our training course you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: 'Trainee', 'You' and 'Your' refers to you, the person applying for training and accepting Eze Training Pty Ltd's terms and conditions. "The Company", 'Ourselves', 'We' and 'Us', refers to our Company Eze Training Pty Ltd. 'Party', 'Parties' or 'Us', refers to both the Trainee and Ourselves. All terms refer to the Trainee in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Trainee's Needs in respect of provision of the Company's Stated services/products, in accordance with and subject to, prevailing English Law, any use of the above terminology or other words in singular, plural, capitalization and/or he/she, their or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from the individual Trainees. We constantly review our systems and data to ensure the best possible service for our trainees. We will investigate any such actions with a view to prosecuting and/or taking civil proceeding to recover damages against those responsible.

### **Confidentiality**

We are registered under the Data Protection Act 1998 and as such, any information concerning the Trainee and their respective Client Records may be passed to third parties. However, Trainee records are regarded as confidential and therefore will not be divulged to any third party. Trainees have the right to request sight of and copies of any and all Trainee Records we keep, on the proviso that we are give reasonable notice of such a request. Trainees are requested to retain copies of any literature issued in relation to the provision of our services.

**We will not sell, share or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this company will be in connection with the provision of agreed services and products.**

### **Disclaimer**

#### **Exclusions and Limitations**

The information received from Eze Training Pty Ltd is provided on an 'as is' basis. To the fullest extent permitted by law this company:

- Excludes all representations and warranties relating to our course content or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in the company's literature; and
- Excludes all liability for damages arising out of or in connection with your attending our training. This includes, without limitation, direct loss, loss of business or profits or any other direct or indirect, consequential and incidental damages.

Eze Training Pty Ltd does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent of the permitted law. None of your statutory rights as a consumer are affected.

### **Payment**

Cash or Personal Cheque with Bank Card, all major Credit/Debit Cards or Direct Deposits are all acceptable methods of payment. Our Terms are, minimum deposit for training paid upfront and all full payment in 10 days before training commences. Training will not go ahead unless Training is fully paid for. Return Cheque will incur a \$20 charge to cover banking fees and administrative costs. In an instance of a second returned Cheque we reserve the right to terminate the arrangement and if agreed to we shall insist on future direct deposit transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

### **Cancellation Policy**

Minimum of 15 days notice of cancellation is required. Training may not be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company's sole discretion). Notification for instance, in person, via email or over the phone may be accepted subject to confirmation in writing. If such consent is given it is at the Company's election, subject to the Company being reimbursed, for all losses including loss of profits to be paid. A cancellation fee of \$500 is required in the form of the trainees original deposit for the course and all documentation sent to the trainee to be returned.

If cancellation is done in the 10 days prior to training or during training, due to client unable to attend the payments less the trainees \$500 deposit will be held for 6 months in which time the trainee can book in for the next available course. The trainee's deposit will be lost and they will have to pay a further \$500 deposit/booking fee for the next available course.

### **Termination of Agreements and Refunds Policy**

Both the client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a service is deemed to have begun and is for all intents and purposes, underway. Your course payment will be held by Eze Training for 6 months in which time you will be able to book in for another available course with out further charge.

### **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all texts and documentation relating to Eze Training Pty Ltd Services and full extend of the course content.

### **Communication**

We have several different ways of communicating; phone and email. These and other contact information can be found on our '**Contact Us**' link on our website or via our literature.

This company is a Registered Training Organisation (Registration No. 6590) authorized under part 4.3.10 of the Education and Training Reform Act 2006 to provide accredited courses and award, confer or issue the recognized qualifications listed in our scope of registration.

### **Force Majeure**

Neither Party shall be liable to the other for any failure to perform any obligations under any Agreement which is due to an event beyond the control of such party, including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such an event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any agreement contained herein. Eze Training Pty Ltd provides initial training and it is up to the trainee and the business owner in which they work to keep up to date with their State Health Department regulations and the infection control management policies. We will not be held liable for any procedures and tasks of your business.

### **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No wavier of any of the provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by both parties.

### **Notification of change**

Eze Training Pty Ltd reserves the right to change these conditions from time to time as it see fit and your continued use of our services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made. If there are any changes in how we use our customer's Personally Identifiable Information, notification by email or postal mail will be made to those affected by the change. Any changes to our privacy policy will be posted on our website 30 days prior to these changes taking place. You are therefore advised to reread this statement on a regular basis.

**These Terms and Conditions form part of the Agreement between the Trainee and ourselves. Your accessing of our company and/or undertaking of a booking indicates your understanding, agreements to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained here in. Your statutory Consumer Rights are unaffected.**