

# Terms and Conditions for Training Courses

Important notice: Please read carefully before or accessing or downloading any training materials from this website.

## 1. APPLICATION

1.1 These terms and conditions (the Terms and Conditions) shall apply to the provision of the Training by SAJ Digital Energy Australia Pty Ltd (hereafter "**SAJ**") to the Customer.

## 2. INTERPRETATION

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

Delegate(s): an individual or representative scheduled by the Customer to attend the Training.

Customer: the person or firm requesting the Training from **SAJ**.

Customer Data: the data provided by the Customer for the purpose of facilitating the Training.

Data Protection Legislation: means:

(a) The Australian Privacy Act 1988,

(b) any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the provision and receipt of Training under these Terms and Conditions; and

any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

In-House: Training provided by **SAJ** at the Customer's premises for the Customer's Delegates.

Online Booking Process: The booking process is available through **SAJ** Australia state managers and **SAJ** state technical support managers

Personal Data: has the meaning given to it in the Data Protection Legislation.

Processing: has the meaning given to it in the Data Protection Legislation.

Public: Training provided by **SAJ** at a physical location or online for all Customers and Delegates.

Training: the training, either In-house or Public, to be supplied by **SAJ** to the Customer as described or requested in part or full.

Training Materials: any materials or documents provided by **SAJ** as part of the Training.

2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

### **3. BASIS OF THESE TERMS AND CONDITIONS**

3.1 These Terms and Conditions shall come into effect when either:

3.1.1 Customer confirms a booking for training request.

3.2 Save for terms pertaining to the relevant Training in the Booking Process, any descriptive matter or advertising issued by **SAJ**, and any descriptions contained in **SAJ's** catalogues, brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them; They shall not form part of these Terms and Conditions nor have any contractual force.

3.3 These Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **4. SUPPLY OF THE TRAINING**

4.1 **SAJ** shall use reasonable endeavours to supply the Training to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to change the course content of any Training Course at any time and without notice.

4.2 **SAJ** shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration.

4.3 **SAJ** reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and **SAJ** shall notify the Customer in any such event.

4.4 Notwithstanding the above sub-clauses, BSI reserves the right to cancel Training at any time, without incurring additional liability to the Customer or any Delegates. In such circumstances, BSI will offer (at its sole discretion) alternative dates.

## 5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 co-operate with **SAJ** in all matters relating to the Training;

5.1.2 provide **SAJ**, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by **SAJ** in the organisation of the Training, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects; and

5.1.3 where Training is being delivered at its premises, provide **SAJ** with (i) access, training space and any equipment necessary for the delivery of the Training; and (ii) such facilities as are reasonably notified to the Customer in advance

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by **SAJ**.

6.2 No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of **SAJ**.

## 7. CUSTOMER DATA

7.1 Each party warrants that for the purposes of this Agreement it:

9.3.1 shall comply with the provisions of the Data Protection Legislation, including without limitation that it:

(a) shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in Australia Privacy Act 1988) or otherwise in accordance with the Data Protection Legislation;

(b) shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;

9.3.2 shall upon request provide such assistance as is reasonably necessary to the other party to enable that party to comply with its obligations as a data controller.

9.3.3 shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any regulatory body in connection with its compliance with the Data Protection Legislation in connection with this Agreement;

## **10. LIMITATION OF LIABILITY**

10.1 Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including, but not limited to, liability for:

10.1.1 death or personal injury caused by negligence;

10.1.2 fraud or fraudulent misrepresentation; and

10.2 Subject to clause 10.1:

10.2.1 **SAJ** shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising;

10.3 This clause 10 shall survive termination of the Agreement.