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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| CLIENT DETAILS | | | | | | | | | | | | | | | |
| Organisation |  | | | | | | | | | | | ABN | |  | |
| Contact Person |  | | | | | | | | | | | | | | |
| Telephone |  | | | | | Email | | |  | | | | | | |
| Invoicing Address |  | | | | | | | | | | | | | | |
| Certificate Address |  | | | | | | | | | | | | | | |
| COURSE DETAILS | | | | | | | | | | | | | | | |
| Course |  | | | | | | | | | | | | | | |
| Course Dates |  | | | | | | | | | Start & Finish Time | | |  | | |
| Course Location |  | | | | | | | | | | | | | | |
| Price Per Person or Per Day |  | | | | | | | | | Total |  | | | | |
|  | |  |  | | | | |  | | | | | |  |  |
| Participants Name | | D.O.B | USI Number | | | |  | Participants Name | | | | | | D.O.B | USI Number |
| 1. | |  |  | | | |  | 6. | | | | | |  |  |
| 2. | |  |  | | | |  | 7. | | | | | |  |  |
| 3. | |  |  | | | |  | 8. | | | | | |  |  |
| 4. | |  |  | | | |  | 9. | | | | | |  |  |
| 5. | |  |  | | | |  | 10. | | | | | |  |  |
|  | | | | | | | | | | | | | | | |
| PAYMENT OPTIONS \*\*\*All payments must be made prior to course commencement \*\*\* | | | | | | | | | | | | | | | |
| Purchase Order No – for existing account holders only **(Copy to be Supplied)** | | | |  |  | | | | | | | | | | |
| Payment Scheduled - conditions apply | | | |  | Deposit amount is to be paid on enrolment and you will be provided with a payment schedule to authorise payments with a valid credit card | | | | | | | | | | |
| Credit Card | | VISA | |  | /       /       /  Expiry:     /     CVV #:      (last 3 digits on back of card)  Card Holder Signature: | | | | | | | | | | |
| MasterCard | |  |
| Direct Deposit/EFT – for prepayment only  **(Please forward remittance)** | | | |  | Account Name: **Pegasus Management Pty Ltd**  BSB NO: **082-845** A/C NO: **53 007 3530** | | | | | | | | | | |
| **By signing below you acknowledge that you have read, understand and agree to be bound by the Terms & Conditions (attached), which now form a binding agreement between you and Pegasus Training Options. Unless prior arrangement, attendance will be refused if payment is not received a minimum of 2 (two) working days to course date.** | | | | | | | | | | | | | | | |
| **Signature****:**    **Title:** | | | | | | | | **Date:** | | | | | | | |

**COURSES**

1. These terms and conditions and the Course Booking Form together make up an agreement (the Agreement) between the Contractor named on page 1 of this Agreement (“you”) and Pegasus Training Options (“Pegasus”).
2. If payment is not made a minimum of two (2) working days prior to the course commencement or previous accounts are overdue, Pegasus reserves the right to refuse entry to a course.
3. Positions within courses will not be confirmed until Pegasus has received payment for the course and a fully completed course booking form or required supporting documentation where requested.
4. Pegasus warns you that courses with low enrolment numbers may be rescheduled or cancelled in the absolute discretion of Pegasus. You acknowledge that you enrol in the course with this risk in mind. Pegasus is not liable to you for such cancellations or rescheduling except to refund course fees already paid for by you.
5. Participants to all courses must arrive **15 minutes prior** to the course commencement for sign in and registration. Courses will commence promptly at the nominated start time and participants arriving later than this may not be allowed entry if the course has commenced.
6. Should the participant be unable to attend, a substitute participant is permitted.
7. Proof of identity of all participants will be required by means of photo identification presented to Pegasus representative before commencement of the course.
8. If Pegasus offers financial accommodation or payment/credit account terms you must pay to Pegasus the price stated in any tax invoice provided to you by the date noted in that tax invoice to the address specified in that tax invoice.
9. You agree to pay to Pegasus on demand made by Pegasus:
   1. an account service fee of 10 per cent per annum or any part thereof in relation to any invoices which are not paid strictly in accordance with this Agreement; and
   2. any legal or other costs incurred by Pegasus in enforcing or attempting to enforce a provision of this Agreement.
10. To the extent permitted by law, for better securing payment of monies to Pegasus, you charge all of your real and personal property in favour of Pegasus and appoint Pegasus as your attorney with authority to execute a caveat, charge, encumbrance or other instrument over the property and lodge for registration at the appropriate office. You must pay on an indemnity basis all costs of and incidental to the preparation, execution and registration of any instrument which is executed for the purposes of giving effect to this clause and must also pay all costs incidental to the withdrawal, discharge or release of such instrument.
11. GST will be charged to all relevant goods and services and will be payable by you at the time of payment for any goods and services, in addition to any amounts charged by Pegasus.
12. Demonstration of competency for each learning outcome of the course will be by way of assessment conducted and determined by Pegasus or its representatives in their absolute discretion. Pegasus will not be liable to you or any participants for the outcome of any assessment.
13. If an attendee fails to be passed as competent during the course, no refund will be given and that attendee will have to attend another course (at your cost).
14. Training facilitators for a course may change without notice to course participants from time to time.
15. Pegasus reserves the right to decline registration or admission to any course.
16. Pegasus courses (subject to client policies) are available to all persons in compliance with the provisions of the Anti-Discrimination Act 1977.

**CONFIDENTIALITY AND PRIVACY**

1. Pegasus recognises every course attendee’s right to privacy and our privacy policy identifies the appropriate means for the collection, storage and use of private and personal information.
2. The collection of such information by Pegasus is strictly for the purposes of conducting training and the storage of that training information in the Client Management database, is protected under the Privacy Amendment Act 2002 and in accordance with Data Provisions Requirements and Standards for NVR RTO’s.
3. Pegasus does not distribute any personal information collected without the written consent of the attendee.
4. Should an attendee wish to access their own personal records they can do so by providing proof of identity. (Depending on the information requested, fees and charges may apply).

**FEES AUTHORISATION, CANCELLATION, REFUND AND RE-SCHEDULING POLICY**

1. Should the participant be unable to attend a substitute participant is permitted.
2. If a participant cannot attend a course, they must inform us in writing.
3. If a course booking is cancelled less than seven (7) days prior to the course commencement date, 100% of the course costs apply as cancellation fees.
4. Pegasus reserves the right to cancel or change the course date and will notify the attendee. The participant may either be rescheduled or refunded in full.
5. By providing your payment details on page 1 of this Agreement, you irrevocably authorise and direct Pegasus to use those details to deduct all fees payable to Pegasus by you under this Agreement, including without limitation induction course fees and cancellation fees.

**CLIENT FEEDBACK, COMPLAINTS AND APPEALS**

1. Pegasus conducts regular reviews of our courses therefore all feedback from participants is welcomed.
2. Pegasus has a fair and equitable process for dealing with attendee complaints and appeals. In the event that complaints cannot be resolved internally, Pegasus will advise the attendee of the appropriate body where they can seek further assistance.
3. All written appeals will be treated in confidence and a decision relayed to the attendee as soon as possible.

**WORKPLACE HEALTH AND SAFETY**

1. Pegasus aims to ensure the health, safety and welfare of all its employees and others who enter its work premises and course venues. Similarly, participants must also be aware of their duty to take responsible care of the health and safety of others.

**LIMITATION OF LIABILITY**

1. To the extent permitted by law and unless otherwise expressly agreed, Pegasus does not provide and expressly excludes all warranties in respect of any goods or services provided.
2. You acknowledge and agree that to the extent permitted by law, Pegasus will not be liable for, and you release Pegasus in respect of, any claim, loss, cost, damage or expense (Claim) arising out of any act or omission of Pegasus or its employees, officers or agents unless that Claim is a direct result of the negligence or breach of this Agreement by Pegasus.
3. The parties agree that any liability for a Claim against Pegasus will be limited to the lesser of:
4. the re-supply of the goods or services in question (if applicable);
5. the cost of the re-supply of the goods or services in question (if applicable); or
6. the contract price of the original supply of the goods or services.
7. Notwithstanding any of the above, the parties agree that Pegasus will under no circumstances be liable to you for any indirect or consequential loss (including but not limited to loss of revenue or opportunity).

**GUARANTEE**

1. In consideration of Pegasus agreeing to supply the services referred to in this Agreement the Guarantors unconditionally guarantee to Pegasus:
2. the payment by the Contractor of all moneys, which term includes, without limitation, principal, fees, interest and costs payable or repayable;
3. the due and punctual performance by the Contractor of all of its other obligations under this Agreement;
4. to pay to Pegasus on demand all moneys which the Contractor defaults in paying under this Agreement including all moneys arising by way of costs, expenses, bank charges, losses or damages incurred by Pegasus arising from any default by the Contractor under or relating to this Agreement.
5. The Guarantor acknowledges and agrees the above guarantee will survive termination of this Agreement and will not be effected by any change in law or decision made in respect of the validity or enforceability of the Agreement as it relates to the Contractor, the solvency of the Contractor, waiver or concession granted to the Contractor or payment made by the Contractor.