

Truck Licence SA
(ABN 268 564 759 38)
Standard Terms and Conditions

1 Application

- This document sets out the standard terms and conditions of supply of services offered from time to time by TLSA (Standard Terms).
- By booking services provided by TLSA, or otherwise engaging TLSA to provide services, you (the Client) accept and agree to these Standard Terms.
- Where TLSA has provided the Client with written course information, a written proposal, quote and/or a booking letter (Proposal) in respect of services and there is any inconsistency between the Proposal and these Standard Terms, the Proposal will prevail to the extent of that inconsistency.
- These Standard Terms operate to the exclusion of all other terms and conditions proposed or notified by the Client (including any standard terms or conditions incorporated in or attached to a purchase order provided by the Client), irrespective of whether the Client's terms and conditions were proposed or notified prior to or after the services were supplied.

2 Interpretation

In this document:

- Business Day means any day except a Saturday or a Sunday or other public holiday or bank holiday in South Australia;
- Client means a person (including an entity) who books services provided by TLSA or otherwise engages TLSA to provide services (as described in clause 2);
- participant means a person enrolled by the Client to receive services from TLSA (and includes the Client where the Client itself is enrolled to receive services);
- Proposal has the meaning given in clause 3;
- Standard Terms has the meaning given in clause 1; and
- TLSA means Truck Licence SA (ABN 268 564 759 38).

3 Bookings

- A course or training booking must be confirmed by the Client by such method, and in such form, as TLSA may reasonably require (which may include an enrolment form or purchase order signed by the Client).
- TLSA may require payment of a deposit before confirming a booking, in which case the deposit will be applied against the fees payable for the final lesson or course booked. In the event of cancellation or non-attendance, the deposit will be applied against any fees payable in accordance with these Standard Terms. Any portion of a deposit that is not applied against amounts payable under these Standard Terms will be refunded.
- Each new booking, enrolment or engagement constitutes a separate contract for services between TLSA and the Client, incorporating these Standard Terms and any terms, conditions or requirements in the applicable Proposal.

4 General

- TLSA will provide training and assessment services to the Client as outlined in the applicable Proposal.
- TLSA reserves the right to cancel, postpone or re-schedule courses due to low enrolments or unforeseen circumstances. Should this occur a full refund will be provided.
- Notwithstanding clauses 3 and 4.1, TLSA reserves the right to change course dates, content, trainers and its method of presentation or facilitation at its discretion.
- TLSA may change course fees from time to time, subject to clauses 3 and 4.1.

5 Obligations of the Client

The Client must, and must ensure that its participants, in connection with the services provided by TLSA:

- provide TLSA with any information and assistance reasonably required by TLSA;
- comply with any rules, procedures, and regulations notified by TLSA, and with the reasonable instructions of TLSA and its trainers and other representatives;
- comply with all applicable statutory requirements, including all motor vehicle registration, licensing and permit requirements, and all workplace health and safety requirements; and
- comply with these Standard Terms and any terms, conditions or requirements specified in a Proposal.

6 No guarantee as to outcome

- TLSA provides its services in accordance with applicable approved standards of teaching and assessment and does not give any guarantee as to the results or level of actual competency of participants who have participated in TLSA training courses.
- TLSA does not guarantee successful completion of any course.

7 Invoicing and payment

- All quoted fees are inclusive of GST unless otherwise specified.
- Payment is required at the time of booking.
- If payment of a course fee has not been received within the required period, an enrolment may be cancelled. TLSA will notify the Client prior to this occurring.
- TLSA provides its services in accordance with applicable approved standards of teaching and assessment and does not give any guarantee as to the results or level of actual competency of participants who have participated in TLSA training courses.
- TLSA does not guarantee successful completion of any course.

8 Course transfers

- Transfers of participant registrations from one course to another course will only be accepted upon notice to TLSA in writing, and with TLSA's consent, prior to commencement of the first course. TLSA will not unreasonably withhold its consent. In the case of a transfer, amounts invoiced or paid in respect of the first course will be applied against the fees payable for the course to which the participant transfers.
- Transfers are not permitted once a course has commenced.
- A Client may only request to transfer a participant once. Subsequent transfers will be treated as cancellations.

9 Cancellations

- Cancellations will only be accepted in writing.
- Cancellations for courses and/or training must be received at least three (3) clear business days prior to the commencement of a course and for heavy vehicle licence upgrades six (6) business day notice prior to the training program commencing. Cancellations may incur a charge (as set out in the applicable Proposal).
- The Client will be charged the 5 hour training fee of the nominated licence class in cases of non-attendance or cancellation without prior written notice unless there are, in TLSA's opinion, extenuating circumstances.
- If an enrolled participant is unable to attend a scheduled course or part of a course, the Client may substitute a different participant, with the prior consent of TLSA, which will not be unreasonably withheld.

10 Intellectual property

- TLSA retains all intellectual property rights in connection with the services and material it provides the participants. Intellectual property rights include but are not limited to copyright and trade marks (whether registered or not), know-how and work methods, designs, concepts and trade secrets. Exploitation or use by the Client or any participant of any of TLSA's intellectual property rights other than for the purposes of attending and completing courses provided by TLSA is strictly prohibited.

11 Liability and indemnity

- To the extent permitted by law, all warranties, guarantees and conditions (other than those set out in these Standard Terms or in a Proposal), whether implied by statute or otherwise, are excluded.
- Certain consumer warranties and guarantees that the Client may have the benefit of under statute cannot be excluded. To the extent permitted by law, TLSA's liability for breach of any warranty, guarantee or condition that cannot be excluded is restricted to (at TLSA's option):
 - re-supply of the applicable services; or
 - payment of the cost of having the services re-supplied.
- To the extent permitted by law, TLSA's liability to the Client, whether for breach of contract, tort (including negligence), breach of warranty in connection with the supply of services shall not in any event exceed an amount equal to the price paid by the Client for the services supplied.

- The Client must indemnify TLSA from and against any claims, loss, damage, liability, expenses and costs suffered or incurred by TLSA in connection with any act or omission of a participant enrolled with TLSA by the Client which, if it had been performed or omitted by the Client, would have constituted a breach by the Client of these Standard Terms.

12 General

- The Client must not (except as required by law or with TLSA's written consent), and will ensure its participants do not, disclose to any person any information of or relating to TLSA that is of a confidential nature (including course materials).
- No failure or delay on the part of TLSA in exercising any of its powers or rights under these Standard Terms will be taken to be a waiver of any such power or right. A waiver is not effective unless it is in writing.
- TLSA may vary these Standard Terms by notice in writing to the Client. The varied form of these Standard Terms will apply in respect of any course bookings or enrolments received after such notice is given. These Standard Terms may not otherwise be varied.
- A provision of these Standard Terms must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed.
- These Standard Terms are governed by the law of South Australia.

END OF STANDARD TERMS