

## e-LEARNING BOOKING FORM

ONLINE COURSE/S	PER PERSON PRICE (EX. GST)	NUMBER OF PURCHASES	RELEASE DATE (Please nominate)	PRICE (EX. GST)

Current and/or upcoming Internet browser/version:

**GRAND TOTAL**

AUTHORISING MANAGER		BOOKING CONTACT	
Contact Name		Contact Name	
Title		Title	
Email		Department	
Phone		Organisation	
ACCOUNTS PAYABLE		ADDRESS	
Contact Name			
Phone		Phone	
Fax		Fax	
Email		Email	

### Terms and Conditions (Please see over)

I accept the terms and conditions contained in this document (Refer next page for details)

Authorising signature

Date

PO#



**Please issue your purchase order in the name of Peak Services ABN 17 115 959 021**

Please select one:

- Purchased under Local Buy Panel Arrangement
- Purchased under another valid procurement process

Time and cost-effective online training for your staff.

## Peak Services Terms and Conditions

### OFFER VALIDITY

The offer for provision of professional services encompassed in the proposal document remains valid for a period of 60 days, unless otherwise stated in the proposal document.

### THE PARTIES

The Client means the organisation identified as the addressee in the attached proposal document.

The Client's representative, unless otherwise advised by the Client, is the addressee identified in the attached proposal document.

The Consultant means:

Peak Services Pty Ltd ACN 115 959 021  
25 Evelyn St, Newstead, Qld 4006

Peak Services is the business name of Peak Services Pty Ltd

### GENERAL

1. All work undertaken by Peak Services is subject to the terms and conditions here set out.
2. These terms and conditions cannot be varied or waived, unless in writing and signed by an executive of Peak Services Pty Ltd.

### PEAK INSURANCES

3. Peak holds, and shall maintain for a period of at least 12 months following completion of the services, the following minimum insurance levels:

Public Liability	\$10 million
Professional Indemnity	\$10 million

The Consultant's liability under this agreement for any act or omission is limited to \$10 million.

### FEES

4. Peak Services fees are payable in accordance with the following provisions.
5. The fee for this assignment are outlined in the booking form above based. Should the services change significantly, Client approval will be sought prior to incurring additional costs.
6. Each assignment we undertake is tailored to the specific needs of the Client.
7. Any significant administrative work will be charged at the rate of \$100 per hour ex GST.
8. Peak reserves the right to charge interest on overdue payments at the rate of 1% per month, calculated on a pro-rata daily basis.

### CANCELLATION

In the event that the Client cancels an assignment placed with Peak Services for any reason where Peak Services has undertaken work and incurred expenses in relation thereto then, even though project is not complete, the Client is liable for the fees and expenses of the percentage of the completed work to date.

### NO LIABILITY

9. Peak Services is not liable for any loss, damage, injury, costs (including legal), claims or expenses sustained by the Client or its employees, agents or customers, arising directly or indirectly from or connected with this assignment.
10. Peak Services uses a robust methodology to deliver quality outcomes for Client in accordance with the Client's instructions. However, Peak Services makes no warranty, expressed or implied, as to the application of the service elements. Accordingly, the client acknowledges that it is solely responsible for its decision(s) in respect to this assignment.

### COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

11. Unless specifically agreed otherwise, copyright of all course material remains with Peak Services, except where stated and may not be reproduced in whole or in part, recorded, loaned, broadcast, stored in a retrieval system or displayed publicly without prior permission.
12. The Client grants Peak a license to use any Client supplied information for the purposes of completing the services contemplated by this agreement.
13. The Client shall advise Peak Services in writing if any Client supplied documents or information are to be treated as confidential.

### ASSIGNMENT

14. Peak Services may assign, novate, subcontract or otherwise transfer all or any part of its rights or liabilities under this arrangement without the consent of the Client. The Client must execute any document reasonably required by the Peak Services to give effect to the assignment, novation or transfer.

### TECHNICAL REQUIREMENTS

15. To run online training, devices should have internet access and a web browser with common browser plug-in software. Details are available in a Technical Standards document upon request. Current technical requirements are outlined on the following website <https://lgaqcampus.e3learning.com.au/support/index.do#page/systemrequires>

### COURSE USAGE

16. Courses have been implemented and delivered across a variety of environments. However, the stability of the course content delivered through any desktop, software or user virtualisation system is subject to the configuration and the support Client's internal IT resources.
17. Pre-purchased licenses must be assigned to users within 12 months from the nominated release date. A license is used when a course is assigned to a user. The user will have 12 months access to the course from the date of the course being assigned to the users account, or as long as the client has a current contract to access the LMS.

### WARRANTY

18. The Client warrants that all courses will have been approved by them as fit for purpose before release to their staff. Peak Services does not make any warranty as to the results that may be obtained from the use of the LMS or as to the accuracy or reliability of any information obtained through use of the LMS.
19. Courses are provided by Peak Services for general training purposes and should not be considered professional advice.

### COURSE PREREQUISITES

20. Participants must comply with published course prerequisites.

### AUTHORISATION

21. The Purchaser hereby certifies that all Participants are employed by, or are under contract to the Purchaser and undertakes to bring these Terms and Conditions to the attention of Participants.

### COURSE ASSIGNMENT/ALLOCATION

22. A bulk enrolment form must be fully completed and sent to Peak Services for courses to be assigned.
23. Single course assignment will be completed within 3-5 business days. All complex course assignments will be discussed prior to allocation.
24. Training Reports will only be sent to clients who have purchased a minimum of 20 courses within one booking.