

TRAINING BOOKING FORM

PARTICIPANT NAME/S (please use block letters)	EMAIL ADDRESS	COURSE NAME	COURSE DATE/S	INC GST
			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)				
<input type="checkbox"/> 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 Pty Ltd ABN 17 115 959 021				

Please confirm by ticking the below box if this product/service is being purchased under a

Local Buy's Panel Arrangement



Peak Services Terms and Conditions

OFFER VALIDITY

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

THE PARTIES

The Client means the organisation identified as the purchaser in the attached booking form. The Client's representative, unless otherwise advised by the Client, is the addressee identified in the attached booking form.

The Consultant means:

Peak Services Pty Ltd ACN 115 959 021 ABN 17 115 959 021

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.
3. If the Services are being procured under a Local Buy LGA Arrangement, the relevant Local Buy Purchaser Conditions take precedence over all other terms and conditions to the extent of any inconsistency.
4. Peak Services reserves the right to change course schedules, course pricing, discontinue courses, modify course content, limit class size or cancel courses prior to course confirmation. The Client will be notified should any of these details change.
5. The Client agrees to purchase the courses or consulting services scheduled for the dates and times as specified in the Booking Form.

PEAK INSURANCES

6. Peak Services holds, and shall maintain for a period of at least 12 months following completion of the Services, the following minimum insurance levels:
 - Public Liability: \$20 million
 - Products Liability: \$20 million in the aggregate
 - Professional Indemnity: \$20 million in the aggregate

COURSE CONFIRMATION

7. All courses or consulting services delivered at the Client's nominated venue or at Peak Services' nominated venue, will be confirmed by email by Peak Services approximately 10 working days prior to commencement (or earlier where possible). Should the Client need to travel to a venue to access Peak's training, the Client is advised not to make accommodation or travel arrangements until a Peak Services course confirmation has been received. Peak Services shall not be liable for any costs or damages suffered by the Client or Participants as a result of any cancellation or delays in delivery of any course where a course confirmation has not been issued by Peak Services.

SCHEDULING COURSES

8. Peak Services will specify the dates of publicly scheduled or onsite training events. Peak Services may cancel any training event on notice. If this occurs, and the Client has pre-paid, Peak Services will refund the course fee paid.

FEES

9. Peak Services' fees are payable in accordance with the following provisions.
10. Peak Services will invoice for any training events post training delivery. All invoices are payable within 30 days.
11. Any significant administrative work will be charged at the rate of \$100 per hour ex GST.
12. Peak reserves the right to charge interest on overdue payments at the rate of 1% per month, calculated on a pro-rata daily basis.

FORCE MAJEURE AND DELAYS

13. A party shall not be liable for any failure or delay in the performance of this agreement where the failure or delay is caused by circumstances or events:
 - a. Beyond the party's reasonable control,
 - b. Which materially affect the performance of any its obligations under this agreement.

CANCELLATION

14. Prior to course confirmation, cancellations may occur at any time.
15. After course confirmation, payment in full will be required.
16. Participant substitution on training courses is free of charge at any time prior to course commencement.
17. Substitutions, cancellations and transfers (for training) will only be accepted in writing or via email to training@wearepeak.com.au

REGISTRATION CHANGES

18. All changes to registration details must be made in writing or via email to training@wearepeak.com.au

LIMITED LIABILITY

19. 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, except for where Peak Services has been deemed to be negligent in the services provided.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

20. Unless specifically agreed otherwise, copyright of all course material and publicity 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.
21. The Client grants Peak Services a licence to use any Client supplied information for the purposes of completing the services contemplated by this agreement.
22. The Client shall advise Peak Services in writing if any Client supplied documents or information are to be treated as confidential.

PRIVACY

23. We only collect information that is reasonably necessary for the proper performance of our activities or functions. This may include for record keeping, communication with you/participants or marketing.
24. When we collect your information, we put measures in place to ensure your information is kept confidential, used securely and only used for the purposes outlined. Refer to Peak's privacy policy for full details. The policy is publicly available www.wearepeak.com.au.

ASSIGNMENT

25. Peak Services may assign, novate, sub-contract, 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 Peak Services to give effect to the assignment, novation or transfer.

WARRANTY

26. 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 course or as to the accuracy or reliability of any information obtained through the course.
27. Courses are provided by Peak Services for general training purposes and should not be considered as professional advice.

AUTHORISATION

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