

**Non-Legal Consulting and Training
General Terms of Business**

1 Our obligations

We will provide you with services with professional care and skill.

2 Your obligations and responsibilities

You agree:

- (a) to provide us with timely, complete, accurate and proper instructions and all materials relevant to the services we are providing to you;
- (b) that you are solely responsible for satisfying yourself of the commercial viability of any transaction, the good faith of other parties involved with it and the financial, tax and commercial matters concerning the transaction;
- (c) that in performing the services, we will not and are not responsible for checking, validating or verifying the suitability, accuracy or correctness of any formula, calculation or equation used in any document or otherwise related to the transaction or the services we provide to you;
- (d) that unless otherwise agreed with us in writing, it will be your responsibility and obligation to perform acts and deliver notices necessary to affirm the exercise of any right, renewal, extension, variation or termination or to make any claim or commence any action; and
- (e) you are solely responsible for satisfying yourself that the services we offer are suitable and appropriate for your needs and circumstances.

3 Billing Arrangements

Our usual policy for:

- (a) consultancy services is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work; and
- (b) training services is to issue invoices in advance of the provision of the training.

All tax invoices for consultancy services are due and payable 30 days from the date of the tax invoice. All tax invoices for training services are due and payable by the earlier of 30 days from the date of the tax invoice or the business day immediately prior to the commencement of the course. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

4 Acceptance of Offer

You may accept this Agreement by:

- (a) signing and returning this document to us;
- (b) continuing to instruct us;

- (c) accepting the services or training we provide;
- (d) for training services, including online training, ticking the appropriate box signifying your agreement with these terms.

Upon acceptance you agree to pay for our services on these terms.

5 Licence terms

For online training services and online training modules of third parties which we resell, you must agree to the terms and conditions of any relevant licence agreement before the online training services or modules will be made available to you. You may accept the terms and conditions of any licence agreement concerning online training services by:

- (a) signing and returning the licence agreement to us;
- (b) accepting the training we provide; or
- (d) ticking the appropriate box signifying your agreement with terms and conditions of the licence agreement.

6 Payment Methods

It is our policy that, when acting for new clients, we do one or more of the following:

- (a) approve credit; or
- (b) ask the client for their credit card details.

7 Retention of Your Documents

On completion of your work, or following termination (by either party) of our services, we will retain your documents for 1 year. Your agreement to these terms constitutes your authority for us to destroy the file after 1 year. You agree that the documents may be stored in digital or electronic formats and that the original hardcopy documents may be destroyed unless you instruct us otherwise or the destruction is prohibited by law and that we may copy and retain copies of the documents before they are returned to you.

You will be liable for the cost of storing and retrieving documents in storage and our professional fees in connection with this.

8 Our work product

Advice we give and documents we prepare for you in relation to a matter are specifically given or prepared in relation to that matter only and must not be relied on by you in connection with any other matter or by any other person without our prior written consent.

We have and retain copyright in and ownership of all advice and documents prepared in the course of our engagement by you. You must not use or reproduce them in connection with any other

matter or provide them to a third party without our prior written consent.

9 Liability

If you claim compensation, damages or contribution from us for loss or damage arising from acts or defaults (including negligence) on our part and some or all of that loss or damage was due to or contributed to by:

- (a) your own acts or defaults or by the acts or defaults of other persons for whose actions or defaults you are responsible; or
- (b) the acts or defaults of one or more other persons, not being partners, employees or agents for whose conduct we are responsible,

then we will be liable only for that proportion of the loss or damage which our acts or defaults bear relative to the totality of the conduct of all persons causing or contributing to the loss or damage.

Where any law relating to proportionate liability applies to a claim against us, this clause does not seek to exclude the operation of that law but will continue to operate to the extent that its operation is consistent with that law.

You agree that our maximum aggregate liability to you under or in connection with this agreement or the services we provide or agree to provide to you is limited to an amount equivalent to the fees you have paid us for the relevant service.

10 Termination by Us

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear and timely instructions;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- (h) if in our sole discretion we consider it is no longer appropriate to act for you; or
- (i) for just cause.

We will give you reasonable written notice of termination of our consultancy services. You will be required to pay our costs incurred up to the date of termination.

11 Cancellation of training services by us

We may cancel the provision of training services by notice to you if the training session is undersubscribed, the training venue or trainer is unavailable or for any other reasonable reason. If you have paid for the training service in advance, you will be entitled, at your election, to a refund of the fees you have paid or a credit for training services provided by us to the value of the fees you paid.

12 Termination or Cancellation by You

You may:

- (a) terminate our consultancy services by written notice at any time; and
- (b) cancel your attendance at any training session or online seminar by written notice at least 30 days prior to the date of the training session or seminar.

However, if you do so you will be required to pay our costs, including payments we have made to third party service providers, for example, to facilitate the provision of training services, incurred up to the date of termination or cancellation.

If you cancel your attendance at any training session or online seminar by written notice at least 30 days prior to the date of the training session or seminar you will, at your election, be entitled to a refund of the fees you have paid or a credit for training services provided by us to the value of the fees you paid. If you cancel less than 30 days prior to the date of the training session or seminar you will not be entitled to a refund or credit.

If you have agreed to subscribe to online training modules provided by third parties and resold by us, we will have paid the supplier for those modules and you must pay the agreed fees, though you are not obliged to use the online training modules. If we have not ordered the modules from our supplier or incurred any liability to them before we receive written notice from you that you do not wish to receive the online training modules, we will refund any payments we have received from you for those modules.

13 Privacy

We will collect personal information from you in the course of providing our services. We may also obtain personal information from third parties.

Your personal information will only be used for the purposes for which it is collected or in accordance with the *Privacy Act 1988* (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

We do not disclose your information overseas unless your instructions or the services we provide involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal

information to overseas recipients associated with that matter in order to provide services to you.

We manage and protect your personal information in accordance with our privacy policy, a copy of which we shall provide at your request or which may be found [here](#). Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing.

14 Program Changes

IT Security Training Australia reserves the right to make changes to the advertised program as necessary.

All instructors and speakers are correct at the time of publication, but are subject to variation without notice.

15 Sending Material Electronically

We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

16 GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

17 Governing Law and Jurisdiction

The law of Queensland governs these terms and you consent to the jurisdiction of the courts of Queensland.