

Terms and Conditions of Trading – Steam Training

1. Definition

In these terms and conditions:

“We” or “Us” mean Steam Training, Go-Train Industry Pty Ltd and its agents, servants and employees;

“You” means the person to whom an offer is made, any person offering to trade with us pursuant to these conditions and any person who purchases Services from Us;

“Services” means the training courses and assessment services provided by us to you; and

“Contract” means any contract for the supply of Services entered into by us with you.

2. Priority of Conditions

These terms and conditions will prevail over, supersede and exclude all prior discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Services.

3. RTO Auspicing

Steam Training provides the training in accordance with the requirements of the national training and assessment unit guide and instruments under an auspice arrangement with Go-Train Industry Pty Ltd RTO 20812, whose policies and procedures can be found [here](#).

4. Fees

Unless otherwise agreed the fees charged for the Services will be those ruling at the date of delivery of the Services as determined by us. Fees for all training courses are payable in advance and must be received no later than two working days prior to the published date of the particular course.

5. Cancellations & Transfers

Individual Students: If you cannot attend any training course or assessment and you advise us at least two working days prior to the commencement of the Services, we will provide a refund less a cancellation charge of 25% of the fee applicable. If you fail to attend the course or you do not provide the minimum notice of cancellation, you will be liable for payment of the entire fee. If you cannot attend the course you may nominate a substitute to attend in your place. However such substitutions must be advised to us within the minimum notice period or a charge may apply.

Company clients: If you seek to cancel a training course or assessment and you advise us at least seven working days prior to the commencement of the Services, we will provide a refund less a cancellation charge of 25% of the fee applicable. If you fail to attend the course or you do

not provide the minimum notice of cancellation, you will be liable for payment of the entire fee.

6. Standards

The Services provided by us will conform to the relevant AQF Standards governing such services.

7. Accreditation

When you have successfully completed the training course or assessment, you will be provided with a document evidencing the competency level achieved. However, the issue of such accreditation may be delayed or refused if you cannot demonstrate compliance with the required assessment as set down in the relevant Code of Practice.

8. Copyright

All material issued in respect of the Services whether in print or in other media are subject to copyright. You will not reproduce or distribute, in whole or in part, any of the Training Documents without our prior written consent.

9. Solicitation

You will not attempt to solicit or encourage the employment of any consultant, employee or agent either for yourself or on behalf of any other person

10. Risk

You will release us from any liability we may incur arising from any loss, damage or injury sustained by you during the delivery of the Services. If the Services are delivered on your premises or on premises arranged by you, You will indemnify Us against any liability we may incur in respect of any loss, damage or injury arising from the delivery of the Services except to the extent that the loss, damage or injury has been caused by our negligence. However, we will not be liable for consequential or indirect loss of any kind including, but not limited to, loss of profits, loss of opportunity or any other form of economic loss.

11. Limitation of Liability

We will provide the Services with due care and skill. In the event of a defect in the Services or our failure to perform the Services, then, to the extent that the law permits, Our liability under this Contract is limited (at our option) to supplying the relevant services again or paying the cost of supplying the relevant services again.

12. Governing Law

All services provided by LearnPRN Pty Ltd and Go-Train Industry Pty Ltd are governed by the law in force in Victoria.

13. LearnPRN Terms and Conditions of Trading

These Steam Training Terms and Conditions are in adjunct to LearnPRN’s Terms and Conditions of Trading which can be found here: www.learnprn.com/tradtc.pdf