

# Esri Australia Training - Terms and Conditions

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## Scheduled Training

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Esri Australia reserves the right to modify conditions at any time.

1. A completed registration form with preferred payment method indicated must be received to confirm attendance on a course.
2. If you are unable to attend a course, a substitute participant may attend in your place at no extra charge. Please provide written notification prior to or no later than on the start date of the course.
3. If you reschedule or cancel your confirmed attendance at an Esri Australia scheduled training course (in writing) at least ten or more business days prior to course commencement, no fee will apply.
4. If you reschedule or cancel your confirmed attendance at an Esri Australia scheduled training course (in writing) less than ten business days prior to course commencement, a processing fee of \$110 (incl GST) will apply, except within 48 hours or two business days of the course start date whereby the full price of course attendance will be charged.
5. Participants who do not cancel and fail to attend the training course will still be responsible for full payment.
6. While all efforts are made to ensure training courses go ahead as scheduled, Esri Australia reserves the right to cancel or reschedule training courses.
7. Esri Australia is not responsible for non-refundable travel arrangement losses resulting from training course rescheduling or cancellation.
8. All prices and training courses are subject to change without notice.
9. To be eligible to receive the student discount, you must be a full-time student or full-time educator. Proof of enrolment, photocopied full-time student card or proof of employment are accepted forms of identification.
10. To be eligible for Not for Profit (NFP) discount, an organisation must be part of Esri Australia's NFP program (<http://esriaustralia.com.au/non-profit-organisation-program>)
11. Clifton's training facilities charge for Internet downloads; therefore any download charges accrued during a training course are the sole responsibility of the student and will not be covered by Esri Australia.
12. It is the participant's responsibility to ensure course prerequisites have been met, prior to attending a course.

## Client Site or Client Exclusive Training

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1. Quotation is valid for thirty days. Please reference your quote number on your Purchase Order.
2. Clients have two weeks to confirm the dates with Esri Australia when booking Client Site or Client Exclusive training courses.
3. A Purchase Order is required no later than ten business days prior to the proposed course start date, to confirm instructor and course.
4. Terms of payment are thirty days from the invoice date.
5. Client is responsible for all incidentals, travel and accommodation of the instructor if course is conducted outside 250 kilometres from the closest Esri Australia office.
6. A maximum of ten participants per course is permitted (client site training only) under the base cost. For more than ten participants, an extra instructor is required to assist. The additional instructor will be charged at a rate of \$2,500 + GST per day. \$100 per extra participant will also be charged to cover course materials.

7. The course requires provision of a data projector, one PC per student, one PC for instructor/s and appropriate catering. Configuration of computers for participants should be confirmed with Esri Australia no later than three business days before the start of the course. Esri Australia can provide on-site assistance with setup prior to the course at a cost of \$1,750 + GST per day.
8. One invoice per course will be issued to the client. If the client subsequently chooses to invite participants from other organisations they may, but the client will be responsible for any separate billing.
9. This quotation is subject to the acceptance of Esri Australia's standard Statement of Work Terms and Conditions.
10. If a participant is unable to attend the course, a substitute participant may attend in their place at no extra charge. Written notification of this change must be provided to Esri Australia prior to or no later than the start date of the course.
11. It is the participant's responsibility to ensure course prerequisites have been met prior to attending the course.
12. Where the client has confirmed a training course, the client may cancel or reschedule that training course subject to the following provisions.
13. A client must give written notice of its intention to cancel or reschedule a training course.
14. Where the client gives at least 10 business days written notice prior to the date of a proposed training course of cancellation of such training course to Esri Australia, the client shall be required to pay to Esri Australia the venue cancellation levy calculated in accordance with clause 21 of these terms and conditions.
15. Where the client gives less than 10 business days written notice of prior to the date of a proposed training course of cancellation of such training course to Esri Australia, the client must pay to Esri Australia the venue cancellation fee calculated in accordance with clause 20 of these terms and conditions and the venue cancellation levy calculated in accordance with clause 21 of these terms and conditions.
16. Where a client gives at least 10 business days written notice prior to the date of a proposed training course of its intention to reschedule such training course to Esri Australia, the client shall be required to pay to Esri Australia the venue cancellation levy amount calculated in accordance with clause 21 of these terms and conditions.
17. Where a client gives less than 10 business days written notice prior to the commencement of the training course of its intention to reschedule such training course to Esri Australia, the client must pay to Esri Australia a processing fee of \$100 (exclusive of GST) and the venue cancellation levy amount calculated in accordance with clause 21 of these terms and conditions. The venue cancellation fee calculated in accordance with clause 20 of these terms and conditions shall also be payable, however, such venue cancellation fee shall be credited to the rescheduled training course provided that the client reschedules such course within 12 months of the initial proposed training course.
18. At no time shall Esri Australia be responsible for any damages, costs, losses or expenses suffered or incurred by the client in connection with any training courses which are either rescheduled or cancelled.
19. While all efforts are made to ensure training courses go ahead as scheduled, Esri Australia reserves the right to cancel or reschedule Client Site or Client Exclusive training courses at its absolute discretion.
20. The venue cancellation fee will be calculated at a rate of \$1,000 (exclusive of GST) per room per day for the duration of the proposed training course.
21. The venue cancellation levy will be calculated at a rate of \$250 (exclusive of GST) per room per day for the duration of the proposed training course.
22. The client acknowledges and agrees that the cancellation fee and venue cancellation levy represent the out of pocket expenses payable to Cliftons (the third party supplier of training facilities to Esri Australia) and associated administration costs and expenses of Esri Australia.
23. Without limiting the generality of clause 22 of these terms and conditions, the client acknowledges and agrees that any fees or levies payable in connection with any cancellation or rescheduling of training courses in accordance with these terms and conditions are reasonable and a genuine pre-estimate of the loss incurred by Esri Australia in connection with such cancellation or rescheduling of such courses.