



Terms and Conditions For Training

Management and Administration

- 1.1. The Client will be responsible for the management and administration of the Program. The Client will co-ordinate the Program, preparing and distributing course materials and ensuring effective liaison with their client's own coordinator and with course tutors.
- 1.2. The client shall provide a centrally based representative responsible for the initial identification of delegates and a nominated individual to subsequently liaise with Comprara to make the necessary arrangements for each Program and module.
- 1.3. Comprara shall at all times endeavour to provide prompt responses to requests for information and the provision of appropriate reports where requested.

Training Program

- 2.1. Comprara shall provide sufficient and appropriate resources to deliver a Program for the client as outlined and may be subject to amendment, if agreed between the parties.
- 2.2. Comprara shall not be bound to cover all topics within the Program within specified time periods.
- 2.3. Comprara tutors shall deliver the agreed Program but shall have the option to use their skill and expertise to make minor modifications during the course which, within their professional judgement:
 - shall be deemed to be the best training for particular needs
 - reflect changes in the client's business needs
 - as a consequence of reasonable demand from delegates or the client
- 2.4. Comprara shall ensure that appropriate training media are employed, including but not limited to, case studies, presentations, reading, role-play, discussion groups, workshop sessions, syndicate work, videos and questionnaires.
- 2.5. The client will endeavour to supply delegates for the Program at the appropriate level for the designed Program.
- 2.6. Significant changes to the scope of the Program that in the view of Comprara, require additional research and/or re-development of the Program may be the subject of additional fees and agreement between the parties.
- 2.7. Comprara shall issue Evaluation Forms to all delegates upon completion of each course. These forms will assess performance of the tutor(s), course content, course materials, standard of course venue and accommodation. Completed forms shall be collected by Comprara and copied to the client, together with a note of any actions proposed by Comprara to address areas of dissatisfaction, if any.
Subjective judgements will be made by delegates in completing the Evaluation Forms and all parties shall be fair and reasonable in their assessment of the results. Any actions proposed as a consequence of these results shall be agreed jointly by both parties before being implemented. Comprara can only be held responsible for training delivery.

Course Materials

- 3.1. Materials appropriate to the training, e.g. course notes, case studies and exercises, shall be supplied by Comprara.
- 3.2. Copyright in all such material shall remain the property of Comprara or of the author(s) and must not be used other than for the purpose for which it is provided, nor reproduced without prior permission of Comprara or of the author(s). The client is free to use it in the normal performance of their functions. Any reproduction of the material is subject to the normal rules of copyright and Intellectual Property protection. Providing the training and copies of workbooks does not transfer any ownership rights to the client or anyone else.

Hours of Study

- 4.1. The normal study day, unless otherwise specified, shall be 8:30am – 4:30pm although this may be varied by agreement.
- 4.2. Comprara reserves the right to modify timings as may be appropriate in the best interests of the particular module.

Location

- 5.1. Training Programs will take place at locations to be identified by agreement between Comprara and the client.

Fees

- 6.1. The delivery of the training modules as detailed in the above sections shall include tuition, administration, evaluation and review of the effectiveness of the delivered training modules.
- 6.2. Fees exclude tutor expenses for travel, accommodation and subsistence, catering, venue costs, printing of training materials, books and courier fees.
- 6.3. The fees shall exclude Goods and Services Tax, where appropriate.
- 6.4. The fee per tutor per day for the provision of delivery, including any design and development, for new or ad hoc services requested by the client that are deemed to be outside the scope of the Program shall be \$3,795 per day plus reasonable and necessary travel, accommodation, subsistence and other expenses.

Tutors' Expenses

- 7.1. Unless otherwise agreed, and where required, tutors shall be allowed standard overnight accommodation equivalent to or better than four star hotel rating, arranged by Comprara and shall be charged to the client at cost, together with all reasonable meals.
- 7.2. Unless otherwise agreed, travel expenses shall be charged as follows:
 - calculated from the tutor's home or office to the course venue
 - intermediate fares including taxis where appropriate
 - car mileage at a rate not exceeding that published for the type and size of car used
 - Lowest fare of the day air travel where necessary or appropriate

Invoicing

- 8.1. Comprara shall issue an invoice for fees and expenses associated with the delivery of the Program immediately after delivery of each course, requiring payment within thirty days of invoice and subsequent invoices as agreed between the parties.
- 8.2. Travel and accommodation expenses shall be invoiced, at cost, immediately after each course, requiring payment within thirty days of invoice.
- 8.3. Receipts will not be provided for travel and accommodation expenses (unless otherwise agreed) although these will be detailed on the invoice.
- 8.4. All invoices submitted to the client shall be paid within thirty days from receipt of invoice.

Cancellations

- 9.1. Where a course or Program of courses has been confirmed and dates agreed with the client, and is subsequently cancelled or postponed by the client, the following charges will apply:
 - Cancellation more than eight (8) weeks before the module start date will incur any reasonable expenses incurred but no cancellation charge.
 - Between four (4) and eight (8) weeks prior to the course commencement date, Comprara shall be paid 50% of the agreed fee and any reasonable expenses incurred.
 - For less than four weeks prior to the course commencement date, Comprara shall be paid the full course fee and any reasonable expenses incurred.
- For these purposes, the cancellation date shall be deemed to be the date upon which WRITTEN notification by the client is RECEIVED by Comprara. These conditions shall apply even if the client wishes to run the course at a later date.

Liability

- 10.1. Training delivery performance adversely affected by the client's direct failure to comply with these terms and conditions shall not be attributable to Comprara.
- 10.2. Comprara shall at all times seek to provide the best possible training and experienced tutors/consultants to meet the client's objectives.

Conflict of Interest

- 11.1. The client acknowledges that Comprara has and provide the same or similar services to other clients and this does not constitute a 'Conflict of Interest'.