

Terms & Conditions

To the fullest extent legally possible, all contracts and dealings between the Australian Institute of Management – Victoria & Tasmania College of Education & Training Nominee Limited (ABN 82 125 293 790) (AIM) (and each of its subsidiaries, affiliates, associated companies, related entities, successors and assigns) and any person (Customer) relating to any products (Products) or services (Services) provided and supplied by AIM to Customers are subject to the terms and conditions of trade set out below (these Terms) unless otherwise expressly agreed in writing by both parties.

1. Definitions

In these Terms:

- (a) Delivery or delivered means the time when the goods are transported from the premises of AIM by whatever means or when AIM advised the Customer the goods were available for collection.
- (b) Monies Owed means any amount due and payable by the Customer to AIM for the supply by AIM to the Customer of any Product/s or Services.
- (c) Training Courses means short courses, qualifications, seminars, presentations and workshops designed and/or delivered by AIM, via independent contractors, professional speakers and guest speakers or AIM's employees, whether an in-company or customised course or a course for the general public.

2. Pricing

Prices may be subject to change without notice. Official quotations made by AIM are valid for thirty (30) days from quotation date, after which they may be subject to change without notice.

3. Payment Terms

All invoices issued to the Customer must be paid within 30 days of issue, and any dispute regarding the invoice must be notified to AIM within that period.

4. Cancellations and Transfers – Short Courses

- (a) If AIM cancels a Training Course, a full refund or transfer to another date or Training Course will apply.
- (b) If a Customer's booking for a Training Course is cancelled by the customer more than 14 days prior to the start of a Training Course:
 - (i) any money paid by the Customer to AIM for that Training Course may be refunded or used as credit by the Customer for any Training Course that the Customer may undertake within 12 months from the date of the cancellation; or
 - (ii) the Customer may transfer to another date or Training Course (subject to availability) provided that if the customer wishes to transfer more than two participants, an administration fee of \$150.00 will apply.
- (c) If a Customer's booking for a Training Course is cancelled by the customer for any reason (including, without limitation, any change to work commitments or personal circumstances) 14 days from the start of a Training Course:

- (i) any money paid by the Customer to AIM shall be forfeited and may not be used as credit towards any other Training Course or any transfer to another date;
- (ii) any course fees outstanding will still be due and cannot be used as credit towards any other Training Course; or
- (iii) a substitute participant of the Customer may attend at no further cost provided that the substitute meets any entry requirements for the Training Course and can complete any required diagnostics or prework within the specified time.

Application in writing may be made for exceptional circumstances, addressed to the Manager, Short Courses and Qualifications.

- (d) The Customer will be charged the full fee for the Training Course for any participant who fails to attend. These fees cannot be used as credit towards any other Training Course.
- (e) Paragraphs (b) and (c) only apply to Training Courses for the general public and do not apply to Training Courses which are in-company or customised courses.
- (f) Overpayments by customers will be refunded in full on request in writing.

5. Cancellations and Transfers – Consulting

- (a) Terms and conditions to cancel or defer a customised program will be agreed as part of the Consulting contract.

6. Room Hire

If a Customer hires any room from AIM, which may include but is not limited to the provision of catering and the hire of additional services and equipment, the Terms and Conditions will be in accordance with the Venue contract, a copy of which will be available on request.

7. Interest

Any interest charged on overdue accounts and invoices under this agreement will be at a rate equivalent to two percent (2%) higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic). The Customer agrees that AIM has the right to charge interest on all accounts/invoices from the date that the account/invoice falls due.

8. Orders

The Customer agrees that:

- (a) Each order for Products and Services it places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due;
- (b) AIM shall use its best endeavours to ensure that the Product is available and that the Services are provided to the Customer within the time frame requested, but shall not be liable for any loss or damage caused by any delay; and
- (c) Except to the extent expressly agreed in writing, the Customer shall not be entitled to reject the Products or Services due to any delay outlined above.

9. Intellectual Property Rights

- (a) The Customer's purchase of Products and Services does not confer on the Customer any licence or assignment of any copyright, patent, design or trade mark or any other intellectual property right (whether current or future, or registered or unregistered) that subsists in the Products and Services, and the Customer agrees that it will not assert any rights in, or challenge AIM's title to, those intellectual property rights.
- (b) AIM makes no representation or warranty to the Customer of any kind, express or implied, that the Products and Services will not infringe any intellectual property rights of a third party.
- (c) Any Materials supplied by AIM to the Customer, including but not limited to Training Course materials (in document format, electronic format or otherwise), are for the Customer's personal non-commercial use. Save for this, the Customer must not re-publish, licence, transfer, copy, reproduce or post on the internet, any of AIM's materials without AIM's prior written consent.

10. Property

Save for any intellectual property rights, which are covered under the previous clause, Property in any Products shall not pass to the Customer until payment in full of all Monies Owed. AIM reserves the right to take possession and dispose of Products as it sees fit at any time until full payment, and to that end the Customer grants AIM and its agents permission to enter any property where the Customer keeps the Product.

11. Limitation of Liability

The Customer agrees:

- (a) AIM will not be liable for any contingent, consequential, direct, indirect, special or punitive loss or damage (whether due to negligence or otherwise) and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly; and
- (b) No other term, condition, agreement, warranty, representation or understanding (whether express or implied) in any way binding upon AIM, other than these Terms, is made or given by or on behalf of AIM.

12. Exclusions

The Customer agrees that it will rely on its own knowledge and expertise in selecting any Products or Services for any purpose and any advice or assistance given for or on behalf of AIM shall be accepted at the customer's risk and shall not be deemed as expert or to be solely relied upon.

13. Returns of Product

The Customer agrees that:

- (a) AIM may elect to take back Product in saleable condition, on terms agreed between the parties, and a restocking fee of 15% of invoice value shall apply;
- (b) Any Product which AIM has elected to accept back, must be returned at the Customer's cost;

- (c) AIM is under no obligation to provide a refund for Product returned; and
- (d) Any custom made, custom processed or custom acquired Products will not be returnable at all.

14. Specifications

AIM reserves the right at any time to alter the specification in respect of the Products and Services without giving notice to the Customer, in the interest of continual improvement. An alteration does not entitle the Customer to return Products, cancel an order or otherwise avoid its obligations and liabilities pursuant to these Terms.

15. Delivery of Products

The Customer agrees, in respect of any Products, that:

- (a) AIM accepts no responsibility or duty to deliver but may elect to arrange delivery at its discretion and without liability and at the Customer's cost and risk in all things;
- (b) AIM will not be liable for delay, failure or inability to deliver;
- (c) Products shall be deemed delivered as soon as they are ready for delivery; and
- (d) A charge will be made for frustrated delivery to cover AIM's costs or attempts at delivery.
- (e) Participation by Customers in Training Courses supplied by AIM to the Customer may involve physical activity. The Customer agrees that AIM will not be responsible for any injury or damage suffered by the Customer as a result of the Customer's acceptance of or participation in AIM's Training Courses. The Customer further agrees not to make any claim against AIM for any loss or damage whatsoever or howsoever suffered as a result of the Customer's acceptance of, or participation in, AIM's Products or Services, including Training Courses.

16. Theft, loss and damage

AIM does not accept responsibility for any loss or other detriment arising by reason of any theft, loss or damage to, or otherwise concerning any property belonging to the Customer.

17. Disclaimer

Any information provided by AIM to the Customer in a Training Course is general commentary and should not be regarded as specific advice. Customers should not act on the basis of any information provided in seminars and courses offered by AIM without first seeking advice, including for their specific circumstances.

18. Other Terms and Conditions

No terms and conditions sought to be imposed by the Customer upon AIM shall apply.

19. Recovery Costs

The Customer shall pay all costs and expenses incurred by AIM, its legal advisers, mercantile agents and others in respect of anything instituted or being considered against the Customer, whether for debt, possession of any Products or otherwise.

20. Security for Payment

The Customer agrees upon request to charge with payment of all Monies Owed to AIM from time to time in favour of AIM:

- (a) By way of a fixed charge, all its books of account, financial records, goodwill, documents of title and current and later acquired real property and intellectual property; and
- (b) By way of a floating charge, the whole of its other undertakings, property and assets.

21. Jurisdiction

The Customer agrees that all contracts made with AIM shall be deemed to be made in the State of Victoria and will be governed by the laws of the State of Victoria.

22. Forward Orders

The Customer agrees:

- (a) To pay for so much of any order as is from time to time invoiced by AIM in accordance with these Terms;
- (b) That no delay or failure to fulfil part of such order will entitle any cancellation or variation of that order of delay or reduce any payment; and
- (c) To pay any costs and expenses of AIM in handling and/or holding any Products once ready for delivery.

23. Force Majeure

AIM will not be, or deemed to be, in default or breach of any contract as a result of the effects of Force Majeure. Force Majeure will include any cause beyond the reasonable control of AIM.

24. Attornment

For the purpose of giving effect to the Customer's obligation pursuant to these Terms (and in particular anything arising in Clause 17), the Customer hereby irrevocably appoints the public officer of AIM its attorney in all things.

25. Disputes

If the Customer decides to begin proceedings to dispute any amount that AIM claims as Monies Owed, the Customer agrees to firstly deposit the disputed amount into a trust account that earns the market interest rate and is in the joint names of AIM and Customer. Once the dispute is settled, the trust funds must be dispersed according to the terms of the settlement.

26. Defaults

Upon any default or breach hereof by the Customer, AIM may, among other things, retain all monies paid and/or cease further deliveries and/or at AIM's discretion, take immediate possession of any Product not paid for, without prejudice to any other of its rights and without being liable in any way to any party.

27. Set Off

The Customer acknowledges and agrees that AIM may set off any amount owed by AIM to the Customer (including, without limitation, any amount to be refunded or used as credit by the Customer) against any Monies Owed to AIM (including, without limitation, any administration or cancellation fees payable by the customer).

28. Severability

Any part hereof being a whole part of a clause shall be capable of severance without effecting any other part of these Terms.

29. GST

- (a) The Customer represents and warrants to AIM that each booking by the Customer of a participant in a Training Course relates to the employment related skills of that participant undertaking the Training Course.
- (b) To the extent that AIM makes a supply of Products and/or Services on which GST is imposed:
 - (i) the consideration payable or to be provided for that supply but for the application of this clause (GST Exclusive Consideration) is increased by, and the Customer must also pay to AIM, an amount equal to the GST payable by AIM on that supply; and
 - (ii) the amount by which the GST Exclusive Consideration is increased must be paid to AIM by the Customer without set off, deduction or requirement for demand, at the same time as the GST Exclusive Consideration is payable or to be provided.

30. Privacy Act

- (a) The Customer agrees that AIM may make any inquiries it deems necessary to investigate the Customer's creditworthiness including undertaking inquiries with financial institutions, credit reporting agencies, any personal credit and/or consumer credit information providers (Sources).
- (b) The Customer authorises the Sources to disclose any information concerning its creditworthiness in their possession to AIM. The Customer agrees that AIM may disclose any information in its possession concerning the Customer's creditworthiness to the Sources.

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