

Power Training Services WA Training Course Standard Terms & Conditions

1. Courses

- (a) These terms and conditions (**T&Cs**) apply to the training courses offered by Electricity Networks Corporation trading as Power Training Services W.A. (**PTSWA**) as published on the PTSWA website at [www.pts-training.com.au].
- (b) PTSWA may add and withdraw training courses at any time without notice.
- (c) Each PTSWA training course has a course descriptor (published on the PTSWA website at [www.pts-training.com.au]) which sets out relevant information and requirements for the training course.

2. Enrolment

- (a) An application for establishment of a new student record for individuals enrolling with PTSWA for the first time must be made to PTSWA through the website at [www.pts-training.com.au] prior to an application for enrolment on a PTSWA training course. PTSWA will provide the individual with written confirmation of the establishment of the new student record in the PTSWA training management system.
- (b) Once an individual has established a new student record, an application to enrol that individual onto a PTSWA training course (**participant**) may be made through the PTSWA website at [www.pts-training.com.au].
- (c) All enrolments and enrolment applications are subject to these T&Cs. These T&Cs apply to the participant and (if different to the participant) the Financially Responsible Person stipulated pursuant to clause 2(f).
- (d) PTSWA is not obliged to accept any enrolment application.
- (e) Enrolment of a participant on a PTSWA training course is subject to a place being available for that participant at the time the application is submitted.
- (f) The person submitting an application to enrol an individual onto a PTSWA training course must stipulate on the application whether the invoice for the fees associated with the training course will be payable by another party on behalf of the participant (for example the participant's employer) or the participant themselves (the paying party being the **Financially Responsible Person**) and include the correct billing address for the Financially Responsible Person.
- (g) The person submitting an application to enrol an individual onto a PTSWA training course must provide a valid corporate pass number when enrolling in the course.
- (h) A written acceptance of enrolment of a participant on a PTSWA training course will be sent to the participant with details of the training course including venue, date and time of the course.

3. Participant's details and course pre-requisites

- (a) All details of a participant provided on an enrolment application must be true, accurate and valid as at the date of submission of the application.
- (b) All training course prerequisite requirements that are described in the PTSWA course descriptor for the PTSWA training course must be met by the participant prior to the application to enrol the participant on the training course.
- (c) Where stipulated in the course descriptor for a PTSWA training course, the participant must provide a separate application form to PTSWA containing evidence that the relevant training course prerequisites have been met. The separate application form is provided for download in the relevant course descriptor on the website [www.pts-training.com.au]. Where evidence

required by PTSWA under this clause 3(c) cannot or is not provided to PTSWA's satisfaction, course entry will be refused.

- (d) Notwithstanding clause 3(c), PTSWA reserves the right to request evidence that proves:
 - (i) the details provided of a participant are true, accurate and valid as at the date of submission of the application; and/or
 - (ii) all course prerequisites have been met by the participant prior to the attendance of the participant on the course.
- (e) Where evidence requested by PTSWA under clause 3(d) cannot or is not provided to PTSWA's satisfaction, then PTSWA may in its discretion cancel the participant's enrolment in the training course and the Financially Responsible Person must pay cancellation charges in accordance with clause 9 based on the date of such cancellation.

4. Special requirements

- (a) All information relating to disabilities, special needs or learning difficulties (**special requirements**) of a participant that may impact the ability of the participant to participate or complete the PTSWA training course must be disclosed to PTSWA prior to the attendance of the participant on the course.
- (b) PTSWA will make every effort to accommodate special requirements of a participant.
- (c) Where PTSWA cannot reasonably accommodate the special requirements of a participant disclosed prior to the attendance of the participant on the course, course entry will be refused and no course fees will be payable. Without limiting clause 17, PTSWA is not liable for any loss or expenses (direct or indirect) whatsoever in such circumstances.
- (d) Where PTSWA cannot reasonably accommodate the special requirements of a participant not disclosed prior to the attendance of the participant on the course, course entry will be refused and the full course fee will be payable by the Financially Responsible Person. Without limiting clause 17, PTSWA is not liable for any loss or expenses (direct or indirect) whatsoever in such circumstances.

5. Course fees

- (a) The course fee for a PTSWA training course is provided when enrolling on the training course.
- (b) All course fees are in Australian dollars (AUD).
- (c) The course fee is inclusive of GST (where GST is applicable).
- (d) The course fee for a PTSWA training course includes (unless stated otherwise in the course descriptor for the training course) tuition and all relevant course materials but does not include the provision of the resources that the course descriptor for the training course states must be provided by a participant.

6. Additional expenses

- (a) In the event that a participant or a Financially Responsible Person have special requirements with respect to the provision of a PTSWA training course (for example, for the course to be delivered at a specific non-standard site) PTSWA will advise the participant or Financially Responsible Person (as applicable) of the additional fee (if any) that will be charged by PTSWA to meet that special requirement
- (b) Where an additional fee is stipulated by PTSWA under clause (a) for a training course, that additional fee must be paid by the Financially Responsible Person.

7. Payment

- (a) The Financially Responsible Person must pay a course fee, additional fee, late fee, cancellation fee and/or training record fee (as applicable) within 30 days of the issue of an invoice by PTSWA for the fee.
- (b) If any fee payable under these T&Cs is not paid by the due date, a late fee will accrue being interest on the amount until it is paid in full, calculated at a rate of 0.05% per day on the amount. The late fee is payable by the Financially Responsible Person on demand.

8. Training course changes

- (a) PTSWA reserves the right to cancel any training course because of insufficient enrolments or other unforeseeable circumstances beyond PTSWA's reasonable control (for example, accident or illness of the instructor). PTSWA will liaise with the Financially Responsible Person to enrol the participant on another course date. If another date is not available, no course fees will be payable.
- (b) If PTSWA cancels a training course under clause 8(a), the liability of PTSWA for an enrolled participant is limited to refunding any course fees that have been paid by a Financially Responsible Person for that participant with respect to the cancelled training course. No refund will be made if the participant is enrolled on another course date. Without limiting clause 17, PTSWA is not liable for any other loss or expenses (direct or indirect) whatsoever, including travel and accommodation.
- (c) PTSWA reserves the right to change the designated venue or instructor. Any substituted venue will be within a reasonable radius of the original venue. Notice of such changes will be sent to a participant and the Financially Responsible Person as soon as possible after changes have been made.

9. Cancellation and substitution

- (a) The enrolment of a participant on a PTSWA training course may be cancelled through the PTSWA website at [www.pts-training.com.au]. The following charges are payable by the Financially Responsible Person where an enrolment is so cancelled:
 - (i) notice 21 business days or more before the commencement date of the course – no charges
 - (ii) notice 11 - 20 business days before the commencement date of the course - 50% of course fee
 - (iii) notice 0 – 10 business days before the commencement date of the course – 100% of course fee

For the purposes of this clause 9, a "business day" is a day on which banks are open for general banking business in Perth, Western Australia excluding a Saturday, Sunday or public holiday.

- (b) A request may be made to PTSWA prior to the commencement of the PTSWA training course to substitute another individual into an enrolled participant's place for the training course. No substitution may occur without the prior approval of PTSWA, which approval is at the discretion of PTSWA.
- (c) An approved substitute must comply with these T&Cs as if he or she were the original enrolled participant, including (but not limited to) all training course prerequisite requirements for the PTSWA training course.
- (d) Where a cancellation or substitution has been made the participant may be enrolled on a different course or course date by enrolment through the website at [www.pts-training.com.au].

10. Failure to attend or complete

- (a) If a participant fails to attend a PTSWA training course, the full course fee will be payable by the Financially Responsible Person.
- (b) If a participant attends a PTSWA training course but leaves before he or she completes the training course, the full course fee will be payable by the Financially Responsible Person.

11. Start times and arrival

- (a) The start time of a PTSWA training course must be strictly observed by a participant due to the technical and safety requirements of training courses.
- (b) A participant must arrive for the PTSWA training course at least 15 minutes prior to its scheduled start time.
- (c) Late admission to a PTSWA training course will be at the discretion of PTSWA.
- (d) If a participant is not permitted to participate in a PTSWA training course due to late arrival, the full course fee will be payable by the Financially Responsible Person and (without limiting clause 17) PTSWA is not liable for any loss or expenses (direct or indirect) whatsoever, including travel and accommodation.
- (e) A participant must complete a 'course sign-in sheet' each day of a PTSWA training course. Failure to do so may result in the participant not being certified as properly attending and completing the training course.

12. Materials and equipment

- (a) A participant must wear the applicable clothing, and bring (at the participant's cost) the resources and Personal Protective Equipment (**PPE**), stipulated in the course descriptor for the PTSWA training course.
- (b) Where there is no specific safety clothing stipulated in the course descriptor for a PTSWA training course, the participant must wear closed-in shoes, long sleeve top and long pants.
- (c) A participant must at all times during the PTSWA training course comply with the minimum standard of PPE stipulated under Western Power Work Practice Standards (which are available on the PTSWA website at [www.pts-training.com.au]) for the particular activities undertaken during the training course.
- (d) If a participant fails to comply with any requirements in this clause 12, PTSWA reserves the right to refuse training course entrance or remove a participant from the training course.
- (e) If PTSWA refuses entry to or removes a participant from a training course under clause 12(d), the full course fee is payable by the Financially Responsible Person and (without limiting clause 17) PTSWA is not liable for any loss or expenses (direct or indirect) whatsoever, including travel and accommodation.

13. Certification and course completion

- (a) In order to be awarded the qualification for a PTSWA training course that is accredited by an external body (as outlined in the course descriptor), the participant must successfully complete the training course and course assessments within the timeframe outlined in the training agreement that is issued to the participant by PTSWA following enrolment.
- (b) Certificates of Attendance for a PTSWA training course that is not accredited by an external body may be awarded and issued to a participant who is determined by PTSWA as having successfully completed the training course and course assessments.
- (c) A certificate, qualification or statement will be issued by PTSWA only in the name of the participant provided in the enrolment application.

- (d) A participant may request a reprint or copy of a certificate, qualification and statement. PTSWA will issue the reprint or copy only after payment of the applicable fee.

14. Code of Conduct and Safety, Health & Environment Policy

- (a) A participant must adhere to and comply with the:
- (i) Western Power Code of Conduct, located at:
<http://www.westernpower.com.au/documents/codeConduct.pdf>
 - (ii) PTSWA Student Code of Conduct, located in the PTSWA Student Information Handbook which can be found on the PTSWA website at www.pts-training.com.au or from the PTSWA reception,
 - (iii) Western Power Safety, Health & Environment Policy, located at:
http://www.westernpower.com.au/documents/Safety_and_Health_Policy.pdf, and
- (b) PTSWA has a zero tolerance drug and alcohol policy. A participant must not participate in a PTSWA training course under the influence of any alcohol or drugs (including prescription or over-the-counter drugs that may cause impairment or drowsiness) without the prior approval of PTSWA. Western Power may require that the participant perform drug and alcohol testing following any significant incident or where the use of drugs or alcohol is reasonably suspected.
- (c) If a participant fails to comply with any requirements in this clause 14, PTSWA reserves the right to refuse training course entrance or remove the participant from the training course.
- (d) If PTSWA refuses entry to or removes a participant from a training course under clause 14(c), the full course fee will still be payable by the Financially Responsible Person and (without limiting clause 17) PTSWA is not liable for any loss or expenses (direct or indirect) whatsoever, including travel and accommodation.

15. Copyright in training course material

- (a) All training course materials and content, study aids, forms and associated information that a participant receives during or for a PTSWA training course remains the intellectual property of PTSWA.
- (b) Training course materials and content, study aids, forms and associated information (in whole or in part) must not be copied, altered, sold or distributed to a third party, or used by any party (in any form, whether electronic, mechanical, photocopy or otherwise) without the prior written consent of PTSWA management.

16. Privacy

- (a) PTSWA is committed to protecting the privacy of a participant's personal information. As a Registered Training Organisation PTSWA manages a participant's information in accordance with the standards designated under the Australian Quality Training Framework.
- (b) PTSWA will provide access to a participant's training records only to the participant or to another person with the participant's written consent or if required by law. No other access will be provided. A fee may be payable for access.

17. Liability and applicable law

- (a) To the maximum extent permitted by law and except where expressly stated otherwise in these T&Cs, Electricity Network Corporation and its employees and agents shall not be under any liability whatsoever (whether in contract, tort or otherwise) for any cause whatsoever (whether

occasioned by negligence or otherwise) for any injury, damage or loss, including indirect and consequential loss (including but not limited to loss of profits, loss of production, loss of data, loss of use or losses to persons or property) arising out of or in connection with a PTSWA training course.

- (b) Without limiting clause 17(a), PTSWA is not liable for any belongings that a participant brings to a training course.
- (c) These T&Cs shall be exclusively governed by and construed in accordance with the laws of the State of Western Australia and submitted to the exclusive jurisdiction of the Courts of Western Australia.

18. Assessment appeals

- (a) A participant must initially discuss any issues relating to their course assessment results with the course instructor/assessor or, if preferred, the Training Delivery Team Leader.
- (b) If the participant is not satisfied with the outcome of any discussions under clause 18(a), the participant may appeal a course assessment result by completing and submitting an Assessment Appeals Form (which is available on the PTSWA website at [www.pts-training.com.au] or from PTSWA reception).
- (c) An Assessment Appeal Form must be lodged within 14 working days of the course assessment result being advised to the participant. Late appeals may not be considered at PTSWA discretion.
- (d) A decision of PTSWA in relation to an appeal is final.