



CourseMonster PTY – Terms & Conditions

Full Terms

INTERPRETATION

In these Conditions the following expressions shall have the following meanings:

“Booking Form” means the Confirmation of Booking Form, which contains details of the Course.

“CourseMonster” means CourseMonster Pty Limited, whose principal office is at: Level 14, 380 St Kilda Road, Melbourne, 3004.

“Client” (or “you”) means the person, delegate, firm or corporation identified on the Booking Form as instructing CourseMonster to procure the Course.

“Confidential Information” means all information relating to the Course including but not limited to the Course Materials.

“Confirmation Date” means the date CourseMonster receives either the Booking Form submitted by the Client or written or email instructions from the Client to procure the Course or if the Course is provided sooner, the date the Course begins.

“Course” means the course, which CourseMonster procures, for the Client as described on the Booking Form.

“Course Fee” means the price of the Course set out on the Booking Form, which excludes GST.

“Course Materials” means any documents, customised training materials, data set or computer program supplied for the purpose of the Course.

“Course Provider” means the person firm or corporation with whom CourseMonster contracts as agent in the procurement of the Course.

“Intellectual Property” means all inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and Confidential Information”.

“Website” means www.CourseMonster.com

“Working Day” means any day other than Saturday or Sunday or a Bank or Public Holiday.



2. SERVICE

2.1. All products and services sold through our Website are not an offer by CourseMonster to these to you, but an invitation to you to make an offer to our Course Providers. We are free to accept that offer on behalf of those Course Providers, or to reject it. If your Booking Form is accepted, we will send you an email confirming acceptance of your order by the Course Provider together with an invoice.

2.2 The Client shall pay CourseMonster the Course Fee within fourteen (14) Working Days of receipt of CourseMonster's invoice unless CourseMonster has agreed an extension in writing with the Client. Invoices issued less than 15 working days of Course commencement must be paid in full at least 5 working days prior to course Commencement. If full payment is not received, attendance at the Course will not be permitted.

Interest will be charged on the outstanding balance at a monthly rate of 10% from the date payment is due until receipt by CourseMonster of payment in full.

2.3. CourseMonster agrees that on the Client submitting a Booking Form and paying the Course Fee to CourseMonster in accordance with Condition 2.2, CourseMonster shall procure the Course as agent for the Course Provider.

2.4 In consideration for CourseMonster procuring the Course for the Client, the Client agrees that CourseMonster may retain any discount that CourseMonster is able to negotiate from the fee that the Course Provider would ordinarily charge for supplying the Course or alternatively such administrative charge as CourseMonster and the Client have agreed in writing.

2.5 CourseMonster may, in its absolute discretion and without liability, refuse to procure a Course at any time including after the Client has signed and returned the Booking Form. If it does so, CourseMonster shall promptly inform the Client in writing and shall return to the Client all sums paid by the Client for such Course by such point (if any).

2.6 We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating our Website there may be times when obvious errors occur. For example, very occasionally, this may result in a price, Course or service or other detail displayed or presented on our Website being incorrect. In this case we reserve the right to correct the error without notice and (if applicable) cancel that Course, but this of course will be without any liability to you.



3. AGENCY

3.1 CourseMonster operates to an agency model. We act as a disclosed agent for the third party Course Providers. This means that the contract for the provision of your Course is between you and the Course Provider. This generally means that there are additional terms and conditions governing your contract for the provision of your Course. Please make sure you read these additional terms and conditions before completing your transaction with us. It is essential that you accept and agree to be bound by the Course Provider's terms and conditions, a copy of which will be made available to you by CourseMonster on request.

3.2 Because we act as agent this means that we have no contractual liability to you in respect of the Courses, except where we have been negligent or in relation to misrepresentation. The Client acknowledges that any claim or other right of action which it may have in relation to its contractual arrangements or the performance of obligations generally shall be against the Course Provider alone. If you are contracting as a consumer, your consumer rights are unaffected.

4. OBLIGATIONS OF COURSEMONSTER

4.1 CourseMonster shall use all reasonable skill and care to procure the Course, however all conditions and warranties express or implied, statutory or otherwise are expressly excluded to the fullest extent permitted by law. In particular and without limitation, CourseMonster does not give any warranties as to the quality or content of the Course. For the avoidance of doubt, CourseMonster's obligations shall be limited to procuring the Course for the Client.

4.2 Because your contract is with the Course Provider, the Client must notify the Course Provider of any concerns over the quality of the Course in writing no later than 10 days after the Course ended.

5. WARRANTIES AND INDEMNITIES

5.1 All Intellectual Property associated with the Course Materials remains the property of the Course Provider.

5.2 The Client shall indemnify CourseMonster and keep CourseMonster fully and effectively indemnified against all claims or actions brought against CourseMonster by the Course Provider for infringement of any copyright in the Course Materials or any intellectual property right belonging to the Course Provider or breach of any obligations owed by the Client to the Course Provider pursuant to the Course Provider's terms and conditions for the supply of the Course.

5.3 The Client warrants that it is the data controller of all personal data, as defined by the Data Protection Act 1998, disclosed to CourseMonster and /or the Course Provider to assist in the delivery of the Course. Client warrants that it may lawfully disclose that personal data to CourseMonster and/or Course Provider for the use of the same in the delivery of the Course and/or the supply of further training to those data subjects.



6. CANCELLATION

6.1 CourseMonster reserves the right to cancel or procure an alternative date for the Course for any reason. In such circumstances, CourseMonster will reasonably endeavour to provide notice of cancellation or change to the Client, except in an emergency.

6.2 The Client will be entitled to a full refund of the Course Fee to the extent that the Client has paid the Course Fee if CourseMonster cancels the Course but CourseMonster shall not be liable for any other loss or expenses to the Client arising out of the cancellation.

6.3 The Client may cancel the Course by notifying CourseMonster in writing by recorded delivery as soon as reasonably practicable but the Client acknowledges that it shall be liable to pay any cancellation fees or Course Fee as stipulated by the Course Provider.

6.4 Without prejudice to the provisions contained in this Condition 6, CourseMonster reserves the right to cancel the Course without any liability if the Client fails to pay the Course Fee in accordance with Condition 2.2 of these Conditions.

7. LIABILITY

7.1 The use of our Website constitutes acceptance of these Conditions. The information contained on our Website is provided in good faith on an "as is" basis. The information is believed to be accurate and current at the date the information was placed on this Website. We do not make any representation or warranty as to the reliability, accuracy or completeness of the information contained on this Website (including in relation to any products or services) except for representations and warranties that are implied into these Conditions by law. No advice or information, whether oral or written, obtained by you from or through this Website creates any warranty not expressly made in Conditions.

7.2 CourseMonster's total liability to the Client shall not exceed the consideration to be retained by CourseMonster for the performance of its services in relation to the Client pursuant to Condition 2.3.

7.3 CourseMonster shall not be liable for the following loss or damage howsoever caused even if foreseeable by CourseMonster: loss of profits, business, revenue, goodwill, anticipated savings, loss of data, whether sustained by the Client or another person, and/or indirect or consequential loss (other than direct physical damage to the tangible property of the Client) whether suffered by the Client or another person and the Client indemnifies and shall hold CourseMonster harmless against all claims by the Course Provider.



8. GENERAL PROVISIONS

8.1 These Conditions shall come into force on the Confirmation Date and shall continue until the Course has been provided to the Client. The provisions of clause 5.2 shall survive termination or expiry of these Conditions.

8.2 The Client shall not assign or transfer this contract or any interest in it without CourseMonster's prior written consent.

8.3 If any part of these Conditions are held to be unenforceable at law it shall be severed from these Conditions and the remainder shall be enforceable.

8.4 CourseMonster shall not be liable for failure to supply any Course under these Conditions due to a cause beyond its or its Course Providers' reasonable control.

8.5 Following completion of the Course the Client shall not approach the Course Provider directly or indirectly (other than via CourseMonster) for a period of 270 days after the completion of the Course to seek to employ or provide a further assignment of any sort to the Course Provider.

8.6 These Conditions shall be construed and enforced in accordance with the laws of Australasia and CourseMonster and the Client agree to submit to the exclusive jurisdiction of the English courts.

8.7 No variation to these Conditions shall be effective unless made in writing and signed by an authorised representative of CourseMonster.