

## STANDARD SERVICE CONDITIONS

### Training and Assessment

These service conditions shall apply to all proposals for work except where otherwise defined in the body of the proposal.

#### 1. PROFESSIONAL FEES

- 1.1. The professional fee will be in respect of the total service rendered for each service and is based upon:
  - 1.1.1. The time spent on the work, whether at the clients' premises, the offices of Total Management and Training, or elsewhere.
  - 1.1.2. Secretarial work charged at our standard administrative hourly rate of \$90 (plus GST).

#### 2. EXPENSES

- 2.1. Unless otherwise stated in the accompanying letter, proposal, facsimile or email, the following expenses will be on-charged:
  - 2.1.1. Travel, accommodation, meals and associated outlays.
  - 2.1.2. Photography, artwork and other colour production costs.
  - 2.1.3. Courier / freight services associated with the transport of course materials or equipment in general.
  - 2.1.4. Hire of training equipment where required, including data projector, screen, TV and DVD player, white board, height safety gear, confined space rescue gear, gas detectors, breathing apparatus, etc.
  - 2.1.5. Hire of cars and any other equipment.
- 2.2. Where materials are to be provided, the cost for these will be charged at the amount specified in the proposal.
- 2.3. Travel costs will be incurred for work outside of the Cairns area. Our Cairns area boundary is Palm Cove to Gordonvale, and west as far as Kuranda. Work conducted outside of this general area will incur travel costs.
- 2.4. Mileage will be charged at \$1.00 (plus GST) per kilometre (if driving) and travelling time will be charged at our standard travelling rate. Travelling time commences from TMT's head office in Cairns (if driving) or arrival at the Cairns airport (if flying) and concludes at destination or accommodation.
- 2.5. Standby time will be charged where the trainer has dead time awaiting commencement of scope of works, or awaiting flights for return trip home. Standby time is charged at \$110 (plus GST).
- 2.6. If the client wishes to book the airfares, accommodation, etc. themselves to reduce costs, this may be arranged, however they will need to closely liaise with our administrative team to ensure enough time is allocated onsite to facilitate the work. Please note TMT is not responsible for any travel arrangements made by the client, including fees relating to re-scheduling or cancellation of flights or accommodation if circumstances change for either parties.

#### 3. QUOTATION VALIDITY

- 3.1. Fees quoted are valid for a period of 30 days from the date of the proposal. Total Management and Training may revise the quoted fees based on their current rates for proposals not accepted within one month.
- 3.2. Where proposals are accepted, work needs to be scheduled to commence within 3 months. Where work is delayed and not commenced within 3 months, an updated proposal will need to be provided.

#### 4. PAYMENT OF FEES

- 4.1. A tax invoice will be issued for work undertaken at the completion of each course, plus travelling time and expenses, and will be payable within 14 days from the date of invoice.

**5. PERSONNEL AND OFFICE SUPPORT**

- 5.1. Total Management and Training will provide adequate and experienced personnel for the performance of each task involved in the work.
- 5.2. Total Management and Training will also provide appropriate office support services and supervision for the duration of the work.

**6. CHANGES TO SCOPE OF WORK**

- 6.1. Minor changes to the scope of work can usually be accommodated in the quoted fee.
- 6.2. If the client requests significant changes to the scope of work at commencement or part way through the work, Total Management and Training reserves the right to revise the quoted fee.
- 6.3. Additions to the scope of work (including requests for meetings onsite, or lengthy discussions by telephone, etc.) may be accommodated, however they will incur further fees.

**7. TERMINATION OF WORK**

- 7.1. The work may be terminated by either party by one month's notice in writing.
- 7.2. Where work is terminated within 7 days of the commencement date, course fees will be payable in full.

**8. TRAINERS LIABILITY**

- 8.1. The achievement of objectives, set out in course outlines, discussions or training will depend, among other things, on the actions of the client and/or student, over which Total Management and Training has no control.
- 8.2. Neither Total Management and Training nor its servants or agents will, except as the law may require, be liable for any loss or other consequences arising out of the services rendered by the trainers.

**9. INTELLECTUAL PROPERTY PROTECTION**

- 9.1. Information in the proposal, as well as any materials created, provided or used as part of the work specified in the proposal (except those obtained from external sources) remain the intellectual and copyright property of Total Management and Training.
- 9.2. Information and materials are provided for the evaluation of the proposal or as part of the provision of the service or conduct of the work, within the client's operations, and are not to be divulged or released to any third party without the written permission of Total Management and Training.
- 9.3. Where materials are developed and produced for the client, the materials are provided on the basis of a sole user license and unless otherwise agreed, shall not provide or sell the materials to a third party. The intellectual property remains with Total Management and Training who may utilise it in other projects.

**10. CONFIDENTIALITY**

- 10.1. Total Management and Training agrees not to divulge confidential information relating to clients or their projects.

**11. AUTHORISATION TO PROCEED**

- 11.1. In order to proceed with the work Total Management and Training requires authorisation confirmed by return of the 'Authorisation to Proceed' page or purchase order.