



GENERAL TRADING TERMS AND CONDITIONS

QUOTES

DTE's quotes are open for acceptance by the client up to 30 days from the issue date. A valid purchase order must be issued or full payment provided by the client prior to the quote expiry date in order to accept the quote. In accepting a quote from DTE, the client agrees to DTE's current general trading terms and conditions.

CREDIT APPLICATIONS

For companies who would like to be put on 30 day invoicing terms or who wish to arrange ongoing work with DTE, you will be required to complete our credit application form so that your company can be established in our accounts system. If you are a supplier to DTE, please provide us with your own credit application/vendor form if required.

PURCHASE ORDERS AND COURSE CONFIRMATION

Bookings will only be booked and confirmed by DTE upon receipt of full payment or a valid purchase order from the client. A booking cannot be secured or guaranteed without full payment or receipt of a valid purchase order from the client. The only instances where this will not apply are when alternate arrangements are first made and agreed in writing with DTE, or when protection of fees applies to individuals. If you are a supplier to DTE, please advise if you require a purchase order to be issued from us when orders are placed.

PROTECTION OF FEES

DTE will accept payment of no more than \$1500.00 from each individual candidate prior to the commencement of their training/assessment. If training/assessment costs exceed \$1500.00, the total outstanding balance will be processed upon commencement of the course, not exceeding \$1500.00 per transaction.

PAYMENT METHODS

DTE will accept payment via the following methods: electronic funds transfer (EFT), cash, cheque (companies only), money order, credit card or bank card via our EFTPOS machine (Visa or MasterCard only). For any cheques that are dishonoured, this fee will be passed on to the client for payment (in addition to the original invoice amount).

PAYMENT TERMS AND REMITTANCE

DTE's payment terms are 30 days from date of invoice (for companies with established accounts), otherwise full payment is required prior to commencement of training/assessment. Please be advised that non-payment of invoices may result in your account being put on hold which means you will be unable to make any further bookings with DTE, and any certification may be held until outstanding invoices have been settled.

Please forward a remittance advice via email to accounts@down2earth.com.au for all invoice payments. If you are a supplier to DTE, please provide your accounts receivable email to us if you would like a remittance advice to be forwarded when we pay you.

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DEBT COLLECTION AND PAYMENT PLANS

DTE may engage the services of a debt collection agency if client invoices are not paid in accordance with our general terms and conditions, or the agreed written conditions of payment. Any fees incurred for debt collection relating to unpaid invoices will be charged to the client. Please contact our office if you are experiencing issues paying any of your invoices so that a payment plan can be put into place.

VARIATIONS TO TERMS AND CONDITIONS

Nothing in the client's own terms and conditions, purchase order or other documentation is considered an agreement between DTE and the client. All variations to DTE's terms and conditions must be agreed in writing by both parties.

CERTIFICATION

An interim certificate will be issued to the candidate on the final day of training/assessment upon successful completion of the course (provided that either a valid purchase order or full payment has been received by DTE, and that the candidate has met all course requirements). Interim certificates expire 3 months from the course completion date and cannot be reissued. Copies of interim certificates can be emailed by request. Hard copy certification will be issued by post once full payment of the invoice has been received by DTE. If hard copy certification is required to be issued on the day of training/assessment, then adequate notice must be provided to DTE of this request, and full payment received by DTE prior to training/assessment.

In any instance where training/assessment is only partially completed, the candidate will only be eligible to receive their certification (including interim certificate) upon successful completion of the full training/assessment requirements. If DTE determines that too much time has passed between the initial commencement and recommencement of the candidate's training/assessment, then the student may be required to start their training/assessment from the beginning (fees apply).

Any candidate that is regarded as 'not yet competent' at the end of their training will not be entitled to receive any certification and they/the client will be required to pay the full course fee to DTE. When a company books and pays for the training/assessment on behalf of its employees, subcontractors or clients, the certification will be posted to that company upon DTE receiving full payment of the invoice. The company will be responsible to forward certification on to the relevant candidate/s. All other certification organised and paid for by individuals will be posted to their nominated postal address upon DTE receiving full payment of the invoice.

WORKSAFE ACCREDITATION

When submitting Worksafe applications on behalf of a client (applicable to high risk courses only), DTE requires full payment of the relevant invoice/s before the application/s will be forwarded to Worksafe by us. Applications must be received by Worksafe within 60 days of the course completion date, otherwise the training becomes invalid and the candidate/s will be required to re-sit the course at their own cost in order to attain the Worksafe accreditation. We ask that invoices please be paid on time to comply with this condition. The client/candidate will be invoiced for either a variation or new application fee, as applicable. If proof of an existing valid and current Worksafe WA licence cannot be proven, the fee for a new application will apply.

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UNIQUE STUDENT IDENTIFIER (USI)

DTE will comply with requirements for implementation of the national unique student identifier (USI). As per the *Student Identifiers Act 2014*, DTE is not authorised to release accreditation to any client/candidate who does not provide their valid USI number to DTE at the time of training. The client/candidate will not be eligible for a refund if they are unable to provide their valid USI number after training has been completed. Certification will be issued by DTE as per a candidate's registered USI details (e.g. legal name).

Please be advised that the USI register commenced from 1st January 2015, so completion of any accredited training/assessment prior to this date will not appear on the register. A candidate's training records will only be available for viewing the next calendar year after completion.

CONSTRUCTION TRAINING FUND (CTF) REBATE

DTE is a bulk billing RTO for the CTF. The CTF rebate will be applied by DTE to the invoice/s of any client whose company and candidate/s attending the course have been deemed as eligible for the CTF rebate by DTE prior to completing their training. DTE may request that the client complete a CTF work history form to confirm their eligibility status.

As the CTF do not allow the rebate to be applied when candidates do not complete their training, are regarded as 'not yet competent' at the end of their training or who are working in ineligible job roles and/or on ineligible projects, the full cost of the course will be collected by DTE from the client/candidate in these instances irrespective of any previous CTF eligibility status or prior quotes at the CTF rebated cost. The full cost will also be collected by DTE when the client/candidate fails to attend their scheduled training without notice, if minimum numbers are not met or if less than 24 business hours' notice is given to advise of non-attendance.

POSTAGE

DTE sends all mail (including certification) via Australia Post regular mail. Any requests for express, tracked or other postal methods will be at the cost of the client. Please ensure that you have provided DTE with your correct postal address, contact person's name to post mail to and ensure that we are notified of any address changes at the earliest possible instance (including changes to any accounts payable/receivable email addresses or changes to your trading name). DTE accepts no responsibility for lost, damaged or misdirected mail once it has left our premises.

REPLACEMENT CARDS AND CERTIFICATES

An additional fee will be incurred if at any time a replacement card or certificate is requested by a client due to loss or damage at no fault of DTE.

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CANCELLATIONS, RESCHEDULE AND REFUNDS

Rescheduling – One time only Permitted

DTE will allow you to reschedule your course one time only without incurring a cancellation fee. To reschedule you must confirm your course date within 3 days of the original booking and where applicable, the new booking must be supported with a valid purchase order. If you fail to do this, you will be charged a cancellation fee. It is your responsibility to call DTE to reschedule.

DTE supports a fair and equitable refund policy as indicated below:

Reason	Notice Period	Refund / Charges
Client withdraws	More than 5 business days prior to course commencement.	Full refund / no charge to client (apart from any pre-paid costs incurred by DTE). Where a blended learning course (online) is withdrawn a \$30 fee is charged per unit of competency.
Client withdraws	Within 5 business days to 24 business hours prior to course commencement.	Refund to client less DTE administrative fee of \$150 + GST (in-house bookings) or 20% of the full cost (on-site bookings), plus any pre-paid costs incurred by DTE.
Client withdraws	Within 24 business hours prior to course commencement.	No refund to client / full charges apply (including any pre-paid costs incurred by DTE).
Client withdraws	After course commencement, or no notice given at all.	No refund to client / full charges apply (including any pre-paid costs incurred by DTE).
DTE withdraws	Any time prior to course commencement.	Full refund / no charge to client, or a credit towards future training.
* Please be advised that Saturdays, Sundays and public holidays are not considered as a business day.		

If a client is unable to complete a course but provides a valid medical certificate or shows extreme personal hardship, a refund may be offered at the discretion of DTE management. Where a medical certificate is provided for a blended course enrolment a \$30 fee will be charged. If a client cancels due to unavoidable circumstances that can be proven (eg. extreme weather on-site), the course may be refunded or rebooked at no cost to the client at the discretion of DTE management.

Any pre-paid costs incurred by DTE for a client’s booking (eg. flights, excess baggage, accommodation, meals, vehicle/machinery hire, drug/alcohol screens, other miscellaneous costs) will be invoiced to the client irrespective of any notice period given if their booking is withdrawn after a purchase order has been issued, payment has been made or approval has been provided to DTE to proceed with these arrangements.

ON-SITE BOOKINGS

All on-site bookings will be agreed before DTE’s Trainers/Assessors/employees arrive on-site. Any changes to the booking must be agreed in writing with DTE before any further arrangements commence. If the client requires DTE to use assessments tools or paperwork other than what is supplied by DTE, then it must first be requested in writing by the client and authorised in writing by DTE.

Unless otherwise requested and agreed in writing, the client must supply (at their own cost) the following for any DTE Trainer/Assessor/employee attending site on the client’s behalf: flights, excess baggage (to bring training materials/equipment to site if required), transportation to and from site, accommodation, meals, any site specific requirements (eg. drug/alcohol screens, induction training etc).

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On-site accommodation must be clean and liveable, and meals must be adequate. The client must supply all machinery, equipment and PPE for their own candidates and DTE's Trainers/Assessors/employees attending their site to complete training/assessment, unless otherwise agreed in writing by DTE.

POACHING OF DTE EMPLOYEES

The client agrees that if a DTE employee's contract of employment is terminated for any reason and the employee commences employment for the client (including work as a consultant) within 2 months of the last day on which they worked for DTE (termination date), the client must pay DTE 30% of the employee's annual salary with DTE at the termination date (including all benefits).

The client agrees that the amount payable under this clause is a genuine estimate of the loss likely to be suffered by DTE if an employee leaves DTE to go work for the client, and also takes into account the cost to DTE of training the employee to the standard required by the client. It also accounts for the difficulty in proving that the transfer from employment with DTE to the client may have involved the client's persuasion of the employee, breaching their employment contract with DTE.

INTELLECTUAL PROPERTY RIGHTS

DTE does not authorise access or use of its intellectual property by the client or any external party unless agreed in writing by DTE. Unauthorised access or use of DTE's intellectual property may result in legal action being taken against anyone who breaches this condition.

GRIEVANCES

DTE is committed to providing our clients with quality training and assessment services. If a client is in any way dissatisfied with the services provided by DTE, we ask that you please notify DTE management of your concerns at the earliest possible instance. We would appreciate the opportunity to rectify any issues that may arise, and we can only do this if you let us know.

DEFINITIONS:

DTE: *Down to Earth Training & Assessing*

Client: *A company or individual that engages DTE for training/assessment services.*

Certification: *The certificate and/or card issued to a candidate after successful completion of their training/assessment. Can be nationally recognised (statement of attainment) or not nationally recognised (certificate of attendance).*

CTF: *The Construction Training*

Fund **RTO:** *Registered Training*

Organisation **USI:** *Unique*

Student Identifier

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