



SPECIFIC SERVICES TERMS

TRAINING

1 GENERAL TERMS & SPECIAL CONDITIONS

- (a) These Specific Services Terms apply to the Services set out in the Statement of Work or Quote. In addition, our [General Terms are set out here](#) and also apply to the Services.
- (b) Any Special Conditions set out in a Statement of Work or Quote will take precedence to these Specific Services Terms to the extent of any inconsistency.

2 COURSE TERM

This agreement will commence on the Start Date and continue until the completion of the Training Course as set out in the Statement of Work or Quote (**Term**), unless cancelled in accordance with clause 5 or terminated in accordance with the General Terms.

3 DEFINED TERMS

In this Specific Services Terms, capitalised words and phrases have the meaning given by the details provided for that word or phrase set out in the Key Details, or as otherwise defined within clause 6.

4 UNDERTAKING TRAINING

4.1 TRAINING SERVICES

PM-Partners will perform the Training Services in accordance with the Key Details.

4.2 INTERACTION

- (a) The Client agrees to participate and complete all Sessions in the Course.
- (b) The Client is required to perform certain Course works and actions during the term to complete the Course.
- (c) The Client must not make any audio or video recording of any part of the Course.

4.3 CHANGE OF MIND AND NON-ATTENDANCE

- (a) The Client acknowledges that PM-Partners does not issue refunds for change of mind, or if the Client believes that the Course is not right for them.
- (b) The Client must use its best endeavours to attend, and encourage all Participants to attend, the Sessions at the times, on the dates and at the Location set out in the Key Details or otherwise agreed in writing. The Client will not be entitled to a refund if the Client and/or Participants are late or do not attend the Sessions.
- (c) The Client may request to reschedule a Session and PM-Partners may, in its sole discretion, allow or reject such request. If PM-Partners allows the request to reschedule a Session, PM-Partners may charge a rescheduling fee (**Rescheduling Fee**) and request that the Client reschedule the Session within 6 months of the date originally scheduled.

4.4 PARTICIPANTS

The Client acknowledges and agrees that it is solely responsible for the Participants' attendance and engagement with the Training Services, including ensuring that the Participants engage with the Sessions and Course Materials in a respectful and appropriate manner, in accordance with the terms of this agreement.

4.5 CERTIFICATION

- (a) This clause 4.5 applies if Certification eligibility is set out in the Key Details.
- (b) Upon successful completion of the Course and any relevant examinations, the Client and/or Participants may be eligible for the Certifications.
- (c) During the Term, PM-Partners will use its best endeavours to prepare the Client and Participants for any examinations which form part of the Course.
- (d) PM-Partners will provide the Client and Participants, as applicable, with reasonable notice of the time, date, location, examination format and required pass mark of any examination.
- (e) Enrolment in the Course does not guarantee Certification. It is the Client and Participant's responsibility to diligently participate in the Sessions and engage with Course Materials to get the most from the Training Services.

4.6 COURSE MATERIAL

- (a) In the course of delivering the Training Services, PM-Partners will provide the Client with the Course Material set out in the Key Details.
- (b) PM-Partners owns or licences the Intellectual Property Rights in any Course Material on the terms set out in the General Terms.

4.7 COURSE OBJECTIVES

- (a) The Course Objectives set out in the Key Details provide a general summary, not an exhaustive list, of the content, themes and skills covered in the Course.
- (b) The Course Objectives do not guarantee that the Client or Participants will successfully meet certain objectives, obtain Certifications or achieve any particular outcomes as a result of the Training Services.
- (c) For best results, the Client and Participants should participate fully in all Sessions, in accordance with clause 4.1.

5 CANCELLATION

5.1 CANCELLATION OF A COURSE

- (a) Where the Client wishes to cancel a Course (**Cancellation**), the Client must provide PM-Partners with a minimum of 15 Business Days' notice prior to the Start Date (**Cancellation Notice**).
- (b) If the Client provides PM-Partners with more than 15 Business Days' notice prior to the Start Date, the Client may be eligible for a full refund of the Fees paid, minus a 10% administration fee.
- (c) If the Client fails to provide the required Cancellation Notice, the Client will be liable to pay the Fees for the Course in full. This clause 4.1(c) will prevail over any inconsistency with the termination provisions in the General Terms.

5.2 EFFECT OF CANCELLATION

- (a) In the event of cancellation, the Client's licence to the Course Materials will immediately be revoked, unless otherwise agreed in writing.
- (b) Upon cancellation, the Client must:

- (i) cease using the Licensed Assets;
 - (ii) remove the Licensed Assets from all materials in the Client's care, custody or control that features the Licensed Assets, and, if the Licensed Assets cannot be removed, then at PM-Partners' option, return or destroy all such material; and
 - (iii) promptly pay any outstanding Fees owed to PM-Partners as at the date of cancellation.
- (c) Cancellation of this agreement will not limit or otherwise effect any rights accruing to either party as at the date of cancellation or any obligation which expressly or impliedly survives cancellation of this agreement.
- (d) Cancellation of this agreement will only trigger a termination of the General Terms if the parties follow the processes provided in the General Terms.

6 DEFINITIONS

In this Specific Services Terms, the following specific words and phrases have the following meaning:

Term	Meaning
Certification	means any certifications the Client and/or may be eligible for upon successful completion of the Course, as set out in the Key Details.
Course	means the specific training course set out in the Key Details.
Course Materials	means the materials and resources set out in the Key Details.
Course Objectives	means the objectives set out in the Key Details.
End Date	means the date set out in the Key Details.
Participants	means any employees, contractors, representatives or agents of the Client participating in the Training Services, as agreed in the Key Details.
Rescheduling Fee	means any Fee reasonably determined by PM-Partners to reschedule a Session at the request of the Client, as set out in clause 4.3(c).
Sessions	means the training sessions delivered by PM-Partners, at the times, on the dates and at the location set out in the Key Details.
Start Date	means the date set out in the Key Details.
Term	means the period between the Start Date and the End Date.
Training Location	means the location set out in the Key Details.