

Training Courses Terms and Conditions

The following standard terms and conditions apply to any public training course offered by Radsol, as advertised on the website <http://www.radsol.com.au>

1. Application

- a. Fees for public courses are available on our website under the training section.
- b. Bookings can be made via our online bookings system on our website, or by contacting our Training team on 08 6117 4095, or emailing training@radsol.com.au

2. Enrolment

- a. Course enrolment and payment information is sent at the time of booking, and enrolments are considered tentative until Radsol receives full payment or a Purchase Order.
- b. Course availability is subject to scheduling and minimum trainee numbers.
- c. Quotations are available for customised, on-site training only and are subject to change and are valid until the indicated date, based on the date training is attended.
- d. Prices listed on Radsol's website are for training held at Radsol's training facility only.
- e. A booking is considered accepted once a payment is made, or a Purchase Order is issued, and Radsol's payment terms are accepted.

3. Payment

- a. Non-account corporate clients are required to pay the full value of training in advance, and booking confirmation will not be issued until full payment has been received.
- b. Credit Account customers must confirm with a 'hard copy' of the purchase order at least 7 business days before the course commences. Standard Terms of payment are 14 days prior to course commencement unless otherwise agreed in writing.
- c. If receipt of payment is not received 7 business days before course commencement, Radsol reserves the right to cancel the enrolment.
- d. Trainees who successfully complete course requirements will not receive a statement of attainment or qualification until all course fees are paid in full.
- e. Radsol reserves the right to withhold the issue of a statement of attainment or a qualification where a Corporate Client has not provided a purchase order prior to the commencement of the training.

4. Payment Options

- a. Radsol accepts payment by the following methods:



- Direct Transfer (Radsol's bank account details will be shown on the course payment information page, quotation, and invoice)
 - Visa or MasterCard via a third-party website that may incur additional fees.
- b. All payments must be made in Australian dollars, and international money transfers may incur an additional transfer fee.

5. Refunds and Cancellation by Radsol

- a. Radsol reserves the right to cancel courses without notice. In the event Radsol cancels a course, the training will be rescheduled for a mutually convenient time. Should this not be possible, Radsol guarantees to provide a full refund of any training fees already paid. Radsol is not liable for any claims arising from the cancellation of a course.
- b.

6. Refunds and Cancellation by Trainee or Corporate Client

- a. Trainees and clients must advise Radsol in writing of their intention to cancel their enrolment. The scale of refund is determined by the amount of notice given, as outlined in the table below or as specified in an existing contract or service agreement.
- b. Applications for cancellation must be addressed to Radsol and emailed to training@radsol.com.au

Notice Period	Cancellation Fee	Amount Refunded
More than 7 working days	No cancellation fee	100% refunded
Less than 7 working days	25% of course fee (inc GST)	75% course fee refunded
Less than 5 working days	50 % of course fee (inc GST)	50% course fee refunded
Less than 2 working days or Failure to attend or *complete the course	100% of course fee (inc GST)	No refund

*If the Trainee has a valid reason for not being able to attend the full duration of the course, the training may be rescheduled to a mutually convenient time at no additional charge - this is at the discretion of Radsol, and supporting evidence may be required.

- c. Refunds of training fees will be paid at the discretion of Radsol (acting reasonably) to the bank account or credit card from which payment was received to the original payer. All fees and merchant surcharges will be payable by the client.

7. Transfers and Substitutions

- a. Trainees who are unable to attend a course on which they have enrolled are encouraged to transfer their enrolment to a subsequent course date to be conducted by Radsol, subject to availability.
- b. Transferring an enrolment must be addressed to Radsol and emailed to training@radsol.com.au



- c. Transfers may incur an administration charge, depending on the amount of notice given. This is outlined in the Table below:

Notice Period	Administration Fee
Less than 5 working days	\$ 165.00
More than 5 working days	\$ 100.00

- d. Charges may be applicable where amendments to the original course booking differ from the course transfer request.
- e. Pricing is valid for the date training is attended. If an amendment is required and the enrolment is moved to a course on another date, applicable pricing will be charged.
- Corporate Clients may substitute an alternate person at any time prior to course commencement at no additional cost.
- f. The full course cost must be paid in full before any transfers are processed.

8. Course Certification

- a. To apply for certification, the trainee must complete all aspects of the Course and examination to the standard(s) specified by Radsol and RCWA.
- b. If the Trainee fails to complete any element of the Course in question, the Trainee shall not be entitled to apply for certification.

*Should the remediation under clause 8.2 be unsuccessful, no fees or payments shall be reimbursed to the Trainee or Corporate Clients for the Trainee's failure to complete the Course in question. Any matter relating to the provision of Course certification shall be determined by Radsol in its absolute discretion, Radsol acting reasonably.

9. Clients and Participation

- a. The Trainee must ensure that they always, during the Training Course, act in full compliance with all applicable health and safety legislation, regulations, and policies; follow all instructions or directions given by Radsol personnel; and not be under the influence or in possession of alcohol or illegal drugs.
- b. If any Trainee fails to act in accordance with the above requirements or is reasonably believed to have taken or used any illegal substances or alcohol, RADSOL may, in its absolute discretion, require such Trainee to leave the Training Course immediately. Radsol will inform the Corporate Client of any such event. In such an event, no fees or payments shall be reimbursed to the Corporate Client for the Trainee's failure to complete the Training Course.

10. Liability of Clients and Participants

- a. The Corporate Client is responsible for ensuring that all sponsored Trainees behave responsibly and always follow instructions given by Radsol personnel.
- b. Radsol reserves the right to dismiss a Trainee from a Course without liability if, in Radsol's reasonable opinion, the behaviour of a Trainee is unacceptable. In such an event, no fees or

payments shall be reimbursed to the Corporate Client for the Trainee's failure to complete the Course.



11. Data Protection

- a. The Corporate Client and Trainee agree that Radsol is permitted to process personal information about the Trainee as part of its records, and Radsol may process such information as part of Radsol's business to provide the service as per the Agreement and in accordance with Radsol's Privacy Policy.
- b. Subject to clause 11.1, a party must not and must ensure that its Personnel do not, without the prior written approval of the other party, disclose or use Confidential Information other than as strictly necessary for the purpose of fulfilling its obligations under this Purchase Order.
- c. A party may disclose Confidential Information: 1. as required by applicable Law; 2. where such information ceases to be confidential, other than due to a breach of clause 19.1; or 3. where such information is received from a third party, provided it was not acquired by the third party in breach of this clause 11 or any other confidentiality undertaking.

12. Intellectual Property Rights

- a. All intellectual property rights (whether registered or unregistered) used, created, or embodied in or arising out of or in connection with the delivery of the Courses shall remain the sole property of Radsol.
- b. All materials and information (in whatever form) provided by Radsol to the Corporate Client or a Trainee in connection with the Courses may not be copied, distributed, or made available to any third parties.
- c. A Trainee is, subject to the previous paragraph, entitled to retain for their personal use the Training Course materials that are provided to them.

13. Radsol Limitation of Liability

- a. Radsol assumes no liability towards, and shall not be liable to, the Corporate Client and/or the Trainee for any types of loss, damage, injury sustained by the Corporate Client and/or Trainee in connection with or as a result of Courses, unless the loss, damage or illness was caused by an intentional or grossly negligent act from someone who acts for or on behalf of Radsol in connection with a Course.
- b. Radsol's liability, if any, towards a Corporate Client and/or Trainee for Courses and services shall not include indirect or consequential losses, for instance, loss of income, profit, or contractual position. Radsol's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Courses and further, any liability shall in any case be limited to \$AUD 500,000.

14. Insurance

- a. The Corporate Client and Radsol shall respectively obtain, maintain, and keep in full force and effect all compulsory (e.g. workers' compensation, auto liability), and customary (e.g. liability, property damage) insurances.

b. Self-sponsored clients shall obtain, maintain, and keep in full force customary insurances for private individuals.



15. Force Majeure

Neither party shall be in breach of these Terms and Conditions nor liable for any failure or delay in the performance of its obligations (other than the obligation to make payments of money) arising or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to, acts of God, fire, explosion, embargo, terrorism, civil disturbance, epidemics, pandemics, lightning damage, electromagnetic interference, radio interference, strikes and industrial disputes.