

Public Sector Network Training

PSN TRAINING PTY LTD ABN 45 617 870 489

TERMS & CONDITIONS

PUBLIC SECTOR NETWORK TRAINING

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The Company runs specialized training events for employees and organisations in the public sector. Enrolment and attendance to such training events is subject to the terms and conditions of this Agreement.

1 INTERPRETATION

1.1 The following definitions apply in this document:

- (a) **Agreement** means these Terms & Conditions.
- (b) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.
- (c) **Company** means PSN Training Pty Ltd ABN 45 617 870 489.
- (d) **Customer** means any Delegate or Organisation where context applies.
- (e) **Delegate** means an individual attendee for a PSN Training.
- (f) **Intellectual Property** means all rights (present and future) conferred by common law, equity or statute (and all moral rights) connected with business names, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.
- (g) **Organisation** means an organisation, agency, company or other business, whose staff may attend a PSN Training as Delegates.
- (h) **Pricing** means the pricing set out in this agreement for each PSN Training or as notified to the Customer in writing by the Company from time-to-time.
- (i) **PSN Training** means a training event or session provided by the Company.
- (j) **Privacy Policy** means the Privacy Policy accessible at <https://events.publicsectornetwork.co/wp-content/uploads/2018/10/PSN-Training-Privacy-Policy-v1.0.pdf>
- (k) **Site** means the website <https://events.publicsectornetwork.co/> , or such other URL operated by the Company from time-to-time.
- (l) **Special Conditions** means any special conditions agreed to by the parties that shall apply to this Agreement.

2 PSN TRAINING ENROLMENT & PAYMENT

2.1 Agreement

- (a) The Customer agrees that enrolment for a PSN Training is subject to its ongoing acceptance of this Agreement.

2.2 PSN Training Enrolments

- (a) A Customer may browse and register for a particular PSN Training on the Site, by providing their required details.
- (b) The Delegate may be required to verify their identity and place of employment to the Company as so reasonably required by the Company. The Delegate agrees to provide the Company with all necessary verifications required to provide the Delegate with access to attend any PSN Training. Such information will be treated in accordance with the Company's Privacy Policy.
- (c) The Company reserves the right to cancel the registration for any Customer who has knowingly provided incorrect employment details at registration.
- (d) A Customer's ability to register for any PSN Training is subject to availability.

2.3 Registration Fees

- (a) Pricing for each PSN Training shall be as listed on the Site (**Registration Fees**) and may vary depending on a Delegate's Organisation or employment type, or other factors as listed by the Company.
- (b) Registration Fees shall be confirmed at the time that the Customer completes payment.
- (c) The Company is under no obligation to maintain the Registration Fees for any PSN Training prior to confirmation.

2.4 Purchase & Payment

- (a) All Registration Fees for a PSN Training must be paid for upfront and in full unless otherwise agreed by the Company in writing.
- (b) Registration for a PSN Training is confirmed when the Customer completes payment of the Registration Fees.
- (c) All payments shall be made via the online payment gateway on the Site or in such other manner as the Company may direct from time-to-time
- (d) Unless expressed otherwise, the Registration Fees for each PSN Training shall be deemed inclusive of GST.
- (e) The Company will provide the Customer with a Tax Invoice for the Registration Fees.

2.5 Cancellation Policy

- (a) The Customer must notify the Company in writing of any cancellations.
- (b) The Company will provide a full refund for any cancellations from a Customer made more than 60 days prior to the date of the PSN Training. Any cancellations made less than 60 days prior to the event shall not be eligible for a refund unless agreed to by the Company in its absolute discretion.

- (c) The Company shall provide a full refund to each Customer in the event that a PSN Training is cancelled, or where a Delegate is unable to attend due to the PSN Training time or date(s) being changed by the Company.

3 PSN TRAININGS

- 3.1 The Company will use all reasonable endeavours to provide the PSN Training in accordance with the training details listed on the Site or as otherwise provided to the Delegates.
- 3.2 Notwithstanding 3.1, the Company reserves the right to make any changes to the PSN Training details, including but not limited to:
 - (a) Attending speakers and lecturers;
 - (b) Topics of discussion;
 - (c) Venue; and
 - (d) Time and date.
- 3.3 The Company agrees to notify the Customer of any changes or updates to a PSN Training as soon as reasonably practicable.
- 3.4 Whilst attending any PSN Training, the Delegate agrees to:
 - (a) Comply with any directions from the Company's staff or venue team;
 - (b) Be respectful towards the Company's staff, PSN Training speakers, and all other delegates; and
 - (c) Not engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.

4 GENERAL CONDITIONS

4.1 Privacy & Direct Marketing

- (a) The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the Customers.
- (b) The Company may collect personal information about the Customer the course of providing the PSN Training. This personal information will only be disclosed and used for the purposes of providing the PSN Training, improving the Company's services and obtaining feedback, or otherwise. This may include providing the Customer's personal information to the third-party event partners whose services are required for the provision of PSN Training such as Venues, conference registration providers, caterers and others.
- (c) The Customer consents to the Company's use of their contact details to maintain an ongoing professional relationship, including in order to provide updates, marketing materials for upcoming PSN Training events, invitations and other communications the Company considers may interest the Customer.
- (d) Delegates may provide their personal information to a PSN Training exhibitor or other PSN Training delegates directly by having their badge scanned by the

exhibitor's scanning device. The Delegate agrees and acknowledges that the provision of such information shall not be covered by the Company's Privacy Policy.

- (e) The Site may use cookies (a small electronic tracking code) to improve a Customer's experience while browsing, while also sending browsing information back to the Company. The Customer may manage how it handles cookies in its own browser settings.

4.2 Intellectual Property

- (a) **PSN Training Materials.** The Customer may be provided with materials when attending a PSN Training. The Customer agrees that PSN Training Materials are provided for their use in connection with the PSN Training only, and acknowledge that the Company retains ownership of all Intellectual Property in the PSN Training Materials including (without limitation) any ideas, enhancements, feature requests, suggestions or other information provided by the Customer.
- (b) **Trademarks.** The Company has moral and registered rights in its trade marks and the Customer shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- (c) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the Customer agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The Customer warrants that it shall not infringe on any third-party rights through the use of the Site.
- (d) **PSN Trainings.** The Customer agrees and accepts the Site, and all PSN Trainings are the Intellectual Property of the Company.

4.3 Disclaimer of Third Party Services & Information

- (a) The Customer acknowledges that the Site is dependent on third-party services, including but not limited to:
 - i Venues;
 - ii Banks, credit card providers and merchant gateway providers;
 - iii Telecommunications services;
 - iv Hosting services;
 - v Email services; and
 - vi Analytics services.
- (b) The Customer agrees that the Company shall not be responsible or liable in any way for:
 - i Interruptions to the availability of the Site and/or PSN Trainings due to third-party services; or
 - ii Information contained on any linked third party website.

4.4 Liability & Indemnity

- (a) The Customer agrees that it uses the Site and/or attends PSN Trainings at its own risk.
- (b) The Customer agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the Customer's use of or conduct in connection with the Site and/or a PSN Training, including any breach by the Customer of this Agreement.
- (c) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, illness, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Customer's access to, or use of, or inability to use the Site, or a Delegate's attendance at, or inability to attend a PSN Training, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, loss, illness, personal injury or death, or business interruption of any type, whether in tort, contract or otherwise.
- (d) Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
 - i The re-supply of services or payment of the cost of re-supply of services; or
 - ii The replacement of goods or payment of the cost of replacement.

4.5 Termination

- (a) Either party may terminate this Agreement by giving the other party written notice.
- (b) Termination of this agreement is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of this agreement up to the date of expiry or termination.
- (c) Termination does not affect any of the rights accrued by a party prior to termination, and the rights and obligations under clauses **Error! Reference source not found.**, 4.1, **Error! Reference source not found.**, 4.2 4.3, 4.4, 4.6, 4.7 and 4.8 survive termination of this Agreement.

4.6 Dispute Resolution

- (a) If any dispute arises between the parties in connection with this Agreement (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
 - i Includes or is accompanied by full and detailed particulars of the Dispute; and

- ii Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) from each of the parties must meet (virtually or otherwise) and seek to resolve the Dispute.
- (c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- (d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

4.7 Electronic Communication, Amendment & Assignment

- (a) The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- (b) The Customer can direct notices, enquiries, complaints and so forth to the Company as set out in this Agreement. The Company will notify the Customer of a change of details from time-to-time.
- (c) The Company will send the Customer notices and other correspondence to the details that the Customer submits to the Company, or that the Customer notifies the Company of from time-to-time. It is the Customer's responsibility to update its contact details as they change.
- (d) A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- (e) Notices must be sent to the parties' most recent known contact details.
- (f) The Customer may not assign or otherwise create an interest in this Agreement.
- (g) The Company may assign or otherwise create an interest in its rights under this Agreement by giving written notice to the Customer.

4.8 General

- (a) **Special Conditions.** The parties may agree to any Special Conditions to this Agreement in writing.
- (b) **Prevalence.** To the extent this Agreement is in conflict with, or inconsistent with, the terms of any Special Conditions made under this Agreement, as relevant, the terms of those Special Conditions shall prevail.
- (c) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
- (d) **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.

- (e) **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (f) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.
- (g) **Governing Law.** This Agreement is governed by the laws of New South Wales, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- (h) **Severability.** Any clause of this Agreement, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

END TERMS & CONDITIONS