

Please read the following terms and conditions carefully, prior to enrolling into a training course with Arc Infrastructure Pty Ltd (**Arc**). Placement of a booking for training services constitutes your acceptance of the following terms and conditions.

Arc reserves the right to vary these terms and conditions as may be necessary to comply with any laws, regulations or requirements of Arc.

1 Course Admission

- (1) Full payment must be made at time of booking.
- (2) A confirmation of booking does not constitute full receipt of payment by Arc and does not guarantee admission to a course.
- (3) Arc reserves the right to offer admission on a 'first confirmed, first paid' basis.
- (4) If full payment has not been received by the course commencement date the booking may be forfeited to another participant without notice.
- (5) Arc reserves the right to decline an admission to a course, terminate an enrolment or change a course or presenter at any time without notice.
- (6) Admission is strictly limited to ensure quality of training. If bookings exceed the limited number of placements, Arc may elect to waitlist participants, split the course or may reject any further enrolments for that particular course.

2 Fees

- (1) The fees and charges are payable in Australian dollars prior to commencement of the course. Fees and charges do not include GST. Arc reserves the right to vary the fees at any time without notice.
- (2) The fees and charges include the cost of a Track Access Permit card.
- (3) An administration fee of \$25.00, included in the course fees, is non-refundable.
- (4) Payment of course fees may be made by credit or debit card payment over the phone.

3 Cancellation and Refunds Policy

- (1) The participant must notify Arc's Training Team, available by email at training@arcinfra.com, if they are unable to attend the course.
- (2) Arc's cancellation and refund policy is as follows:
 - (a) If more than 14 days' notice before the course commencement date is given, all fees paid less an administration fee of \$25.00 will be refunded.
 - (b) If less than 14 days' notice before the course commencement date is given, all fees paid will be forfeited and the participant will not be entitled to any refund.
 - (c) If the participant fails to attend the course on the course commencement date, all fees paid will be forfeited and the participant will not be entitled to any refund.

- (d) If the participant fails a blood alcohol concentration test or breaches Arc's policies, all fees paid will be forfeited and the participant will not be entitled to any refund.
- (3) Arc reserves the right to refuse entry and cancel the admission of any participant who arrives late to a course.

4 Course Transfer Policy

- (1) If a participant is unable to attend a course, they may give notice to Arc and enrol in the next available course.
- (2) Arc's course transfer policy is as follows:
 - (a) If more than 48 hours' notice before the course commencement date is given either:
 - (i) all fees paid will be credited towards the new course fees; or
 - (ii) a substitute participant may attend the course in place of the original person, at no extra charge.
 - (b) If less than 48 hours' notice before the course commencement date is given, all fees paid and the booking will be forfeited.

5 Blood Alcohol Concentration Testing

- (1) Participants will be subjected to a breath test for alcohol on entering Arc's premises.
- (2) A positive test will require the participant to wait 20 minutes and complete a confirmatory test. If the confirmatory test records a positive reading, Arc will direct the participant, and the participant must comply, to leave the premises.
- (3) A taxi will be called if the participant's test results show that their blood alcohol concentration level is above the legal driving limit. The cost of any taxi will be borne by the participant and the participant's employer / company will be notified.
- (4) A breach of Arc's Drug and Alcohol Policy may result in the suspension of a participant's Track Access Permit for a minimum period of 3 months.

6 Intellectual Property

- (1) All Arc training material, including online training, classroom courses and training exercises delivered or provided by Arc, any curriculum and any accompanying documentation (**Course Material**) is protected by copyright, held by Arc, and has been developed by, is owned by or is licensed to Arc.
- (2) The Course Material may not be used, copied or duplicated wholly or in part without the express written authority of Arc.