



## TERMS AND CONDITIONS OF BUSINESS

### BY USING OUR SERVICES OR WEBSITE, YOU AGREE TO OUR TERMS AND CONDITIONS.

- ❖ By completing an enrolment form, purchase order, booking over the phone, fax, e-mail or written confirmation you agree to our terms and conditions.
- ❖ Only Genuine Bookings will be handled.
- ❖ Do not book if you have no intentions of keeping your booking.
- ❖ Our Terms and Conditions are in place to provide Mobile MOUSE sufficient time to advertise our availability due to postponements.

#### 1. *In House (our Premises) Payment and Cancellation Policy*

- i. For non-corporate (i.e. private) bookings, payment is due when enrolling into the course to secure your seat.
- ii. For corporate clients, Mobile MOUSE requires payment when booking / enrolling, or alternatively a Purchase Order number from your company may be supplied. In the case of a Purchase Order being raised, payment is due as indicated on the invoice, unless prior arrangements have been made.
- iii. Should your terms and conditions conflict with our terms and conditions, Mobile MOUSE's terms and conditions will override your terms and conditions.
- iv. If you are unable to attend on the agreed training date, you have the benefit of postponing your booking, providing you inform Mobile MOUSE by e-mail of your postponement a minimum of 15 working days before the agreed course date. Alternatively you may send a substitute attendee.
- v. Failure to attend the course without e-mail notification (15 working days' notice) and acceptance by Mobile MOUSE by e-mail will be considered a "No Show" and will result in forfeiture of your seat.
- vi. If you do not show on the day and you wish to rebook (depending on the circumstances and at Mobile MOUSE's discretion), this can be done providing space is available on one of our other scheduled training days. Availability of said rescheduled training can only be confirmed by Mobile MOUSE; 1 or 2 working days before the rescheduled date. This is due to availability and at Mobile MOUSE discretion.
- vii. Training fees are non-refundable; therefore, we know you will understand that refunds are not issued. Only course credits are offered. Only Genuine bookings will be handled. Do not book if you have no intentions of keeping your booking.
- viii. In the unlikely event of Mobile MOUSE cancelling the course, you may request a refund if you wish to do so, providing no date changes have already been arranged and/ or course credit is in place.

#### 2. *Onsite / In House (our Premises) Group Training Payment and Cancellation Policy*

- i. For corporate clients, Mobile MOUSE requires payment when booking / enrolling, or alternatively a Purchase Order number from your company may be supplied. In the case of a Purchase Order being raised, payment is due as indicated on the invoice, unless prior arrangements have been made.
- ii. Should your terms and conditions conflict with our terms and conditions, Mobile MOUSE's terms and conditions will override your terms and conditions.
- iii. Training fees are non-refundable, therefore, we know you will understand that refunds and cancellations are not issued or accepted. Only course credits are offered. Only Genuine bookings will be handled. Do not book if you have no intentions of keeping your booking.
- iv. If your company is unable to commit to the agreed training date, you have the benefit of postponing your booking, providing you inform Mobile MOUSE by e-mail of your postponement a minimum of 15 working days before the agreed course date.
- v. If on the day of the training, student/s fail to show, you will be charged for that student, if insufficient or no notice is given. We require 5 working days' notice for guaranteed student numbers, due to equipment and training material on order. A minimum charge will be based on that figure.
- vi. In the unlikely event of Mobile MOUSE cancelling the course, you may request a refund if you wish to do so, providing no date changes have already been arranged and/ or course credit is in place.

#### 3. *General*

- i. Should corporate training commence later than 9am due to students arriving late or due to any other circumstances beyond Mobile MOUSE's control and at no fault to Mobile MOUSE, training will still finish at 4pm.
- ii. If the trainer is requested to stay after hours (outside training hours of 9am – 4pm), and at the Trainer's discretion, we charge \$250 per hour or part thereof.
- iii. Trainers do not work through their lunch breaks or tea breaks.
- iv. Mobile MOUSE will not be held responsible for the incorrect version or level of the course booked by the student or by the company. It is the duty of the student or the company to select the appropriate course and version. We suggest all students complete our online Training Needs Analysis to ensure they are enrolled on the correct course / level. Course outlines are available online or a copy can be e-mailed on request.
- v. Should the training be cancelled for any reason what so ever, Mobile MOUSE will not be held responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of booking with Mobile MOUSE.
- vi. Any errors in names, dates, times, course, version, venue will be your responsibility if not advised immediately. Please check your enrolment, invoice, confirmation e-mail, emails and all correspondences and advise us immediately if any errors are discovered.
- vii. **No adjustment will be made to the Invoice whatsoever.**
- viii. Our Terms and Conditions are in place to provide Mobile MOUSE sufficient time to advertise our availability due to postponements. Our Terms and Conditions are subject to change without prior notice.
- ix. We reserve the right to refuse service to any potential customer we feel that we can't satisfy or whom may harm our reputation or service of quality. We also reserve the right to suspend a service to that customer at our absolute discretion. We reserve the right to refuse service to people who are abusive and disrespectful towards our members of staff and other students.
- x. Abusive or disruptive students may be asked to leave, or will be removed. The trainer reserves the right to cease training if students are disrespectful and do not co-operate. Payment will still be required.
- xi. When booking a training session this does not include consulting. Consulting is charged at an hourly rate and is to be discussed and agreed upon prior to any work commencing..
- xii. We do offer customisation of our courses, however we require an outline and or files 5 working days prior to the training session to enable the trainer to draw up a session plan to ensure sufficient time is available to carry out the training. This also allows time for our trainer to prepare for the customised training session. If the clients sample files are not received by Mobile MOUSE, 5 working days before the day of training, then the trainer will not be able to use these files for demonstration purposes on the day of training. And they will deliver the standard course outline on the day of the training.
- xiii. Note that specific "in-class" customization is not available for public training sessions open to the public at our training venue.
- xiv. Bookings are Essential. An Enquiry regarding a course is NOT a booking. If you arrive at a course without having made a confirmed booking, you will most likely be turned away.
- xv. Mobile phones are to be switched off during training sessions. Unless prior arrangement with facilitator.

#### **4. Corporate Group Training**

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- i. Please ensure the training room is setup prior to the trainer arriving. It is not the trainer's responsibility to carry furniture (or re-arrange furniture). If the trainer assists (at the trainers discretion) in carrying or re-arranging furniture a \$150 fee will be levied.
- ii. Should training commence later than 9am due to students arriving late or due to any other circumstances beyond Mobile MOUSE's control and at no fault to Mobile MOUSE, training will still finish at 4pm.
- iii. If the trainer is requested to stay on longer (after 4pm) and at the Trainer's discretion we charge \$250 per hour or part thereof.
- iv. The trainer will not be expected to provide any consulting training services or roaming training. The training provided is for group training and course content covered is limited to our curriculum. Should training outside our scope be provided, we reserve the right to charge an additional fee for preparation time and time preparing our laptop equipment with appropriate files etc. This type of training is to be discussed well in advance with our office to help our trainers prepare for the training day.
- v. For customised training, there is an additional charge for additional manuals provided on request. Only bundles are sold.
- vi. The course fee provides training up to 10 - 14 students depending on the type of enrolment. At no stage once the training has commenced can students swap over and new students join the group.
- vii. There will be an additional charge for additional students swapping over. This must be discussed with our office prior to the training session. Swapping over of students is charged at \$75 per head and there will be an additional charge for manuals provided.

#### **5. Regional Training**

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- i. The itinerary must be received 10 working days prior to travel. All Travel, Accommodation, Meals etc. at your expense.
- ii. If our trainer is stranded onsite (Regional Training) due to travel issues etc. you will be charge at the onsite regional daily rate for each day the trainer is onsite, plus travel days / time etc.
- iii. Courses onsite are run for 7 hours. Any additional hours requested and at the Trainers discretion will be charged for at \$250 per hour or part thereof.
- iv. Travel to and from site must be arranged around the trainers working hours. Our trainers are to return to camp or their accommodation after the training session and are not to hang around until the clients shift ends to catch a lift.
- v. We reserve the right to hire a car for our trainer.
- vi. The trainer will not be expected to provide any consulting training services or roaming training. The training provided is for group training and course content covered is limited to our curriculum. Should training outside our scope be provided, we reserve the right to charge an additional fee for preparation time and time preparing our laptop equipment with appropriate files etc. This type of training is to be discussed well in advance with our office to help our trainers prepare for the training day.

#### **6. Fees & Deferment**

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- i. At Mobile MOUSE we are human and do understand that extenuating circumstances may arise from time to time, however without extremely compelling reasoning (this does not include work commitments or availability of students etc), we will be forced to levy a deferment fee. If such extenuating circumstances do arise, no refund will be issued, however we will arrange an alternative date at Mobile MOUSE's most convenient date available and at Mobile MOUSE's discretion.
- ii. Students are expected to attend and participate as agreed at enrolment. Valid reasons with relevant documentation should be provided for non-attendance. This does not include work commitments or other appointments.
- iii. By providing sufficient notice your courtesy makes it possible to advertise your seat / date to another student and / or organisation.
- iv. If you decide to defer your training date, you have the option to re-schedule the course to a later date (as per 2. iv above). Should you decide to defer your training day the following costs will apply
  - a. Deferment fee for less than 15 working days' notice to postpone course date: 50% of the course fee.
  - b. Deferment fee for less than 10 working days' notice to postpone course date: 75% of the course fee.
  - c. Deferment fee for less than 7 working days' notice to postpone course date: 100% of the course fee
- v. Payment is still required on the original due date even though the training day(s) may have been deferred.
- vi. If the rate has changed, the difference will be payable if training has been postponed for whatever reason.
- vii. Mobile MOUSE reserves the right to refuse service arising from misunderstanding, inadvertent or other errors.
- viii. If national accreditation assessment(s) are requested, we reserve the right to pass on any costs arising therefrom onto the client.
- ix. Mobile MOUSE reserves the right for onsite training, that if no free parking is provided a \$50 parking fee will be charged to cover the trainers' parking fees and time.
- x. E & OE (Errors and Omissions Excepted)

#### **7. Late Payment Fees and Debt Collection Fees**

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- i. Interest may be charged for late payment at a rate of 20% P/A after the due date.
- ii. A 20% admin collection fee will be charged for overdue accounts that are handed over to Debt Collectors. Debt Collection fees will be at your expense.

#### **8. Equipment or Power Failure**

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- i. In the event that there is equipment / power failure or an emergency evacuation at Mobile MOUSE's premises and as a result we can't proceed with the days training, Mobile MOUSE will not be held liable or responsible for any costs what so ever, however we will invite you to complete the training session at our most convenient date available.
- ii. In the event that there is an equipment failure or an emergency evacuation at the client's premises and as a result we can't proceed with the days training, Mobile MOUSE will not be held liable or responsible for any costs what so ever, however we will return, or invite you to complete the training session at our most convenient date available.
- iii. In the event that there is equipment failure (at the clients premises) and where the equipment belongs to the client or a power failure has occurred we reserve the right to charge the daily rate should we return to complete the training session
- iv. In the instance of such occurrences (events listed in 8i or 8ii or 8iii or any unforeseen event that prevents us from conducting the days training), we will arrange a convenient date for both parties to continue the training session. Charges may apply depending on circumstances.

#### **9. Disclaimer**

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- i. Mobile MOUSE accepts no responsibility toward the end outcomes of user actions in relation to the guidance offered in conversation with, demonstration, or emails from Mobile MOUSE representatives.
- ii. It is each users / organizations own responsibility to perform backups of their data.
- iii. As support is offered as a free service to Mobile MOUSE students, we recommend that you make a copy or perform a backup of your work before actioning any guidance offered by Mobile MOUSE.
- iv. All Files created can be saved on the day of the training / consultation. These files won't necessarily be available if requested at a later stage. This also relates to consulting services. Ensure you make a copy when you have the opportunity to. We will not be liable for any loss of files / data.
- v. Mobile MOUSE reserves the right to change the venue due to disruption. Notification will be given to all parties concerned. This is very unlikely.