
TERMS & CONDITIONS OF BUSINESS

Outlined below is an overview of Champs Unlimited (Champs) Terms and Conditions of business for your records. Please read, sign and return a copy to Champs Unlimited, PO Box 4304, Forest Lake, Q, 4078 or via fax 07 3278 8470. Our intention is to have complete transparency in all dealings with our clients. Please contact us if you have any questions regarding this document.

Training Needs Analysis:

Champs Unlimited offers free Training Needs Analysis (up to one full day if required) to determine the specific needs of our client organisations and their staff, at absolutely no cost. This service is value added on the understanding that the client intends to proceed with the training project as advised. If the program is cancelled or training does not proceed, we reserve the right to apply normal daily facilitation charges for time spent conducting on-site needs analysis.

Account Management:

An Account Manager is appointed to all Champs Clients with the responsibility and accountability of overseeing service delivery and quality control. Participating in client briefings, meetings and presentations to key stake holders are part of this value added service but it should be noted that in the event the proposed training does not proceed, we reserve the right to charge for time invested pro-rata based on our current daily facilitation rate.

Facilitation:

All Champs facilitators are accredited trainers holding a minimum of Cert IV in Training and Assessment. Champs reserve the right to allocate facilitators as scheduling commitments demand.

In line with our equity policy, Champs facilitators may exclude participants who are disruptive or negatively impact the learning environment of other participants. All participants have the right to participate and benefit fully from the Training Program.

Attendance:

Participants who do not attend the full program of training as stated will not be deemed to have completed training and will not receive a Certificate of Completion.

Conflict of Interest

If, during the relationship with our client, a conflict or risk of conflict of interest arises in the performance of agreed obligations to our client, Champs, upon becoming aware of the conflict or risk of conflict of interest, undertakes to notify the client immediately of that conflict or risk.

Intellectual property

All Intellectual Property* created or devised as a result of work or services undertaken by Champs for or on behalf of our clients (but not including any copyright, logos or trade marks that are the sole property of the client) will belong to Champs. Where the client has arranged and secured ownership of intellectual property, such ownership shall be considered shared (i.e. co-owned) with Champs. As such, Champs will be entitled to continue to use any Intellectual Property used or devised while working with/for our clients.

Accordingly, any copying, recording or filming of presentations/training or supporting materials/resources is not permitted unless agreed to by Champs in writing and in advance of the training (i.e. No such agreement to be sought or given on the day of delivery).

*** Intellectual Property** means all rights in relation to patents, copyright, registered designs, registered and unregistered trade marks, trade secrets, know-how and confidential information and all other intellectual property as defined in article 2 of the July 1967 Convention establishing the World Intellectual Property Organisation.

Booking Policy:

All bookings must be received by Champs in writing and shall not be considered as “firm” until the client has returned an “Authority to Proceed” document outlining key aspects of the services to be provided and estimated investment. At this time, a non-refundable deposit shall become payable and due immediately (see below).

Deposits & Payment:

A 50%, non-refundable deposit is required at time of booking dates (allowing us to begin preparations such as conducting the TNA, preparing work journals etc). This payment will be seen as a commitment to training in the event that an “Authority to Proceed” document has not been returned to Champs. Balance of the invoice will be due 30 days prior to delivery. Cancellations within 30 days of delivery will be charged as per invoice.

Deposit/Cancellation Policy for Account Clients:

A 50% (non-refundable) deposit will be debited against your account at time of confirmation of booking to secure dates and allow us to make preparations. Balance of invoice will be debited against your account 30 days prior to delivery. Account balances will remain payable if programs are cancelled within 30 days of delivery.

Rescheduling:

From time to time, programs must be re-scheduled. Advanced notice enables us to offer the date/time to other clients. When more than 30 days notice is given, Champs will happily reschedule (subject to availability of dates) at no cost to the client. If dates are moved with less than 30 days notice (but more than 7) then 50% of the facilitation fee will remain payable. 100% of facilitation fee is payable for programs rescheduled with less than 7 days notice.

Venues:

Where a training venue fails to meet the minimum standards required for a satisfactory transfer of learning or learner comfort, Champs reserve the right to reschedule training for a time when a more suitable venue is available. Where the client has arranged such a venue, the facilitation fee will be payable in full as per our Rescheduling Policy (above).

Confidentiality:

Champs acknowledge that in the course of our relationship with the client, we are privy to information of a sensitive nature. Champs respect our clients' confidentiality at all times. Accordingly all information collected by Champs will be managed in accordance with the Privacy Act. A copy of our Privacy Policy is available of request.

Our Guarantee:

Champs Unlimited offers a full 100% money back guarantee on all Training Programs providing our clients adhere to these Terms & Conditions and follow Champ's advice regarding length of program, achievable objectives, number of participants per program, physical environment etc.. The above terms and conditions also need to have been met for this guarantee to take effect.

I have read, understood and accept the Terms and Conditions outlined above.

Name authorised officer:

Signature authorised officer

Company/Organisation:

Date:
