

BABCOCK TRAINING ACADEMY TERMS AND CONDITIONS

The following terms and conditions apply to Students and Companies registering for Babcock Training Academy Course.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

Babcock means Babcock Pty Ltd ACN 050 019 817.

Code of Business Conduct the Buyer's Code of Business Conduct (as amended from time to time) set out in Appendix A.

Company refers to the Company noted on either a registration form, quote letter or purchase order.

Course means the Course as specified on either a registration form, quote letter or purchase order.

Parties mean the parties to these Terms (as specified on either a registration form, quote letter or purchase order).

Student refers to the Student noted on a registration form.

Terms means these terms and conditions.

2. COURSE INFORMATION – GENERAL TERMS

2.1. Course Fees

- (a) The total amount payable is inclusive of GST. Delivery of the Course is subject to sufficient Student and/or Company enrolment. Payment is required prior to the Course commencement date, unless agreed otherwise with Babcock.
- (b) If an invoice is issued by Babcock it must be paid no later than thirty (30) days following the date of the invoice.
- (c) Payment can be made via credit card or purchase order.

2.2. Confirmation

Upon submission of a registration form Babcock will confirm receipt of your registration. Two weeks prior to the scheduled Course commencement date Babcock will confirm your attendance and provide a Course joining instruction detailing start / finish times, specific venue details and any other requirements (eg. bring your own laptops or calculators).

2.3. Cancellations

Cancellations are accepted up to four (4) weeks prior to the scheduled Course commencement date. After that date, the full Course fee is payable, subject to any costs Babcock may be able to avoid. If you cannot attend the scheduled Course Babcock welcomes a substitute participant at no additional cost.

2.4. Transfers

Requests for transfers to alternate Courses can be arranged if Babcock is advised in writing to training@babcock.com.au or by calling Babcock on +61 8 8440 1400. The request must be made no more than 10 working days prior to the Course commencement date and is subject to availability on a future Course.

2.5. Non Attendance (No Show)

No refund will be made for non-attendance on the day.

2.6. Illness

In the case of non-attendance due to illness, participants may reschedule to a later Course at no charge if supported in writing by their organisation.

2.7. Substitutions

Requests for substitutions are to be made in writing to training@babcock.com.au or by calling Babcock on +61 8 8440 1400 and can be made at any time up to 2 working days before the Course commencement date.

2.8. General

- (a) The information provided by Babcock is correct at the time of publication but may be subject to change. Babcock reserves the right to change Course fees, dates, content or facilitators at its discretion.
- (b) Babcock reserves the right to record, via video and/or audio, learning sessions for quality assurance purposes and to support Students.
- (c) Information collected on this form is used for registration purposes by Babcock.
- (d) Babcock reserves the right to cancel a Course if necessary. If a Course is cancelled, Babcock will make every effort to contact you and payment will either not be required or reimbursed as the case may be.

3. PAYMENT

- (a) Payments can be made by credit or debit card or by purchase order.
- (b) If paying by purchase order, payment must be made within 30 days from the date of the invoice or if the booking is made less than 30 days before the Course commencement date, payment is required before the Course commencement date.
- (c) Please note that we do not accept payment by cash or payments in any currency other than Australian dollars.
- (d) In the case of late bookings payment must be made prior to attendance of the Course. If payment is not made prior to the delegate attending the Course Babcock reserves the right to refuse admission until payment has been made in full.

4. LIABILITIES AND EXCLUSIONS

- (a) Neither Party has any liability to the other in contract, tort (including but not limited to negligence) or otherwise for:
 - i. any loss of business, opportunity, expectation, reputation, goodwill or contracts suffered by the other Party howsoever caused; or

- ii. any special, indirect or consequential loss, including but not limited to any loss of use, business income, profits, goodwill or contracts suffered by the other Party howsoever caused.

- (b) Each Party's liability to the other for claims not excluded under clause 4(a) is limited in aggregate to the total price of the Course under the relevant registration form, quote letter or purchase order.
- (c) Nothing in these Terms shall act so as to exclude or limit the liability of either Party for fraud, fraudulent misrepresentation, death or personal injury caused by negligence and any other liability which cannot lawfully be limited or excluded. In respect of such liabilities, each Party will indemnify the other against all claims, losses, costs or expenses incurred.
- (d) Nothing in these Terms will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.
- (e) Neither Party can create or incur liability on behalf of the other Party without the prior written consent of that other Party.

5. WARRANTIES

Babcock does not provide a warranty in relation to any Course.

6. LAW AND DISPUTE RESOLUTION

6.1. Law

These terms and conditions shall be governed by and construed in accordance with the laws of the State of South Australia.

6.2. Dispute Resolution

- (a) A Party will not commence court proceedings relating to any dispute arising from these Terms except when that Party seeks urgent relief from a court or when dispute resolution has failed under clause 6.2. If a Party fails to comply with clause 6.2, the other Party is not required to undertake dispute resolution for the dispute in accordance with clause 6.2.
- (b) The Parties will negotiate in good faith to settle a dispute arising between them and, if the dispute cannot be settled by negotiation (including negotiation between senior management of the Parties) within thirty (30) calendar days, the Parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- (c) The Parties will at all times during the dispute continue to fulfil their obligations under these Terms.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- (a) To the extent the Student and/or Company makes available confidential information to Babcock and/or the trainer, such information shall be treated with the necessary care and confidentiality.
- (b) The information made available to the Student and/or Company by Babcock or the trainer during the Course, as well as the information contained therein, are the exclusive property of Babcock and/or the trainer. By only attending the Course, the Student and/or Company shall not acquire any right to use such hardware, software and/or information other than at the Course.
- (c) All handouts and documentation (including examples, materials and any kind of software) regarding the Course, irrespective of whether they were made available to the Student and/or Company in printed or electronic form, are protected by copyright in favour of Babcock and/or the trainer.
- (d) These documents and the information contained therein are made available to the Student and/or Company of the training for their exclusive personal use on the occasion of or after the training course. The Student and/or Company shall not be granted any exclusive rights to these documents and information either, in particular no title.
- (e) If on the occasion of or in the course of the Course works are created which are protected by copyright, Babcock and/or the trainer shall hold exclusive title thereto.

8. WAIVER

No failure by Babcock to exercise and no delay in exercising any right, power or remedy under these terms will operate as a waiver. Nor will any single or partial exercise by Babcock of any right, power or remedy preclude any other or further exercise of that or any right power or remedy.

9. FORCE MAJEURE

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Babcock, Babcock is unable to perform in whole or in part any obligation under these Terms, Babcock shall be relieved of that obligation under this Contract to the extent and for the period that it is so unable to perform and shall not be liable to the Student and/or Company in respect of such liability.

10. COMPLIANCE WITH RELEVANT POLICIES

The Student and/or Company must comply with and must not do or omit to do anything that will cause or lead to a breach of Babcock's Code of Business Conduct.

11. ENTIRE AGREEMENT AND VARIATION

- (a) The Parties agree that these Terms and related registration form and/or quote letter constitutes the entire understanding and agreement between the parties as to its subject matter and supersedes and extinguishes all previous agreements, arrangements and understandings, whether written or oral, relating to the Course.
- (b) Any amendment or variation to these must, to be effective, be in writing and signed by a duly authorised representative of each Party.

Appendix A: CODE OF BUSINESS CONDUCT

The Parties shall conduct their business to the highest standards of honesty and integrity.

Company reputation and good name are each Party's greatest assets; they are easily lost by actual or suspected corrupt or unethical behaviour. Without them the Parties will lose business and jobs.

Corrupt behaviour can be criminal behaviour: a company and its employees can be prosecuted, fined or imprisoned. Conviction can ruin individual careers, lead to existing contracts being terminated and disqualification from bidding for others, with a consequent loss of jobs.

Each Party:

- WILL respect the dignity and rights of its employees and place the highest priority on ensuring the safety of each other at work and the safety of others who might be affected by our activities;
- WILL seek to minimise so far as it reasonably can the impact of its activities on the environment;
- WILL comply with the law in the conduct of its business;
- WILL be honest in its dealings with those with whom it does or seeks to do business;
- WILL strive to avoid even the appearance of wrongdoing or impropriety in the way we go about its business;
- WILL be diligent in selecting its business advisers and partners so that it minimises the risk of its reputation being damaged by others;
- WILL implement and observe appropriate training and procedures designed to ensure that it and others working for it understand what this Code of Business Conduct means for them in practice;
- WILL treat seriously breaches of the Code of Business Conduct;
- WILL NOT bribe or attempt to bribe anyone;
- WILL NOT take bribes from anyone.

The Parties employees:

- WILL avoid (or properly disclose and obtain clearance for) potential conflicts between their interests (or those of their friends and families) and their responsibilities to each other or their customers;
- WILL seek advice on how to proceed if they are at all unsure whether something complies with this Code of Business Conduct;
- WILL be able to raise (confidentially if they wish), without fear of unfavourable consequences for themselves, any genuine concerns they have that this Code of Business Conduct is not being followed
- WILL NOT take bribes and will report to appropriate management any attempt made to bribe or improperly influence them or another employee in the carrying out of their duties for Babcock;
- WILL NOT bribe or attempt to bribe anyone and will report to appropriate management if they know of any request or suggestion that their employee, or anybody working for or within their employers group structure, should bribe or attempt to improperly influence someone.

Each Parties Business Advisors:

MUST agree to comply, and actually comply, with this Code of Business Conduct, so far as relevant to them, as if they were our employees.

Each Parties Business Partners:

SHOULD either be willing to subscribe to this Code of Business Conduct or have equivalent standards and procedures in their own businesses.