

Terms and Conditions v1.3

Y Learning and Development Pty Ltd;

t/a Vative Healthcare and Nursing Academy - Terms and Conditions

General:

1. Y Learning & Development Pty Ltd (ACN: 131 410 887), trades under two names; Vative Healthcare and Nursing Academy.
2. Y Learning and Development Pty Ltd is a Registered Training Organisation (RTO) accredited through the Australian Skills Quality Authority (TOID: 22175).
3. These terms and conditions within this Contract Agreement (the "Agreement") are between the Client ("you") and Y Learning and Development Pty Ltd.
4. Provision of attendees, students and/or payment for the training courses/programs ("Course") shall be deemed by you to constitute acceptance of the Contract Agreement, and that you fully understand this Contract Agreement.
5. If a Student fails to be competent during the Course process, no refund will be given.
6. Any Students who leave the Course before it is completed will not be able to meet the required demonstration of competency.
7. Y Learning and Development Pty Ltd advises that Courses with low group numbers may be rescheduled or cancelled, without any liability to Y Learning and Development Pty Ltd, at the absolute discretion of Y Learning and Development Pty Ltd. You acknowledge that you are proceeding with that risk in mind. Y Learning and Development Pty Ltd is not liable to you for any such cancellations.
8. This Contract Agreement may be altered or updated by Y Learning and Development Pty Ltd from time to time at Y Learning and Development Pty Ltd's discretion in consultation with Client. As this is a controlled document any variations will be identified as a different document number.
9. (WA Only) The employer agrees to pay all student fees on behalf of the student.

Confidentiality, Privacy and Ownership Rights

1. Y Learning and Development Pty Ltd recognises every Course attendee's right to privacy and our privacy policies identify the appropriate means for collection, storage and use of private and personal information.
2. Y Learning and Development Pty Ltd does not distribute any personal information collected without the written consent of the Student, except to the company for whom the attendee is acting as an employee or contractor.
3. Unless otherwise specified in writing all materials supplied by Y Learning and Development Pty Ltd and all intellectual property disseminated by Y Learning and Development Pty Ltd shall remain, at all times, the property of Y Learning and Development Pty Ltd.

4. The Client, its employees, servants and agents shall have no rights whatsoever with respect to the material or intellectual property and the Client acknowledges that any unauthorised use of the material or property may cause financial loss to Y Learning and Development Pty Ltd.
5. The Client must not disclose or allow to be disclosed confidential information to any third party (other than disclosure on a confidential basis by an employee or executive or professional advisor to Y Learning and Development Pty Ltd or with the consent of Y Learning and Development Pty Ltd) except:
 - a. with the consent of all the parties to this agreement;
 - b. in accordance with the Government or other public regulatory requirements or as required by law;
6. In this context confidential information means:
 - a. any information (printed, written, oral, electronic or any other form) relating to the business and affairs of Y Learning and Development Pty Ltd;
 - b. the operations and transactions of Y Learning and Development Pty Ltd including all training methods, training programs, consulting services, instructions, workbooks, work tasks and projects, assessment methods, observation methods, written tasks and work based tasks and projects concerning the business of Y Learning and Development Pty Ltd;
 - c. the terms of this agreement which has been obtained through by being a part of this agreement or any other matter in connection with this agreement or the operations or activities of Y Learning and Development Pty Ltd but excludes information which is in the public domain
 - d. information through an unauthorised act or omission on the part of a party to this agreement.

Cancellation Policy

1. Cancellation of attendance to a Course session must be confirmed at least 48 hours prior to the commencement of the course to avoid a cancellation fee.
2. At the absolute discretion of Y Learning and Development Pty Ltd, a cancellation fee of \$2,240 may apply for cancellations of each training course session outside the above notice period.
3. Y Learning and Development Pty Ltd reserves the right to cancel or change the Course date without liability and will notify the Client 48 hours in advance and be rescheduled to another Course date.
4. Student withdrawal fee applies when the number of 'funded participants' falls below the minimum number of Students required as set out in the Contract Agreement, page 1 of the contract agreement.
5. The Client agrees to pay Y Learning and Development Pty Ltd a Student (Participant) withdrawal fee of \$1000 per person, for each Course Session withdrawn from. The maximum number of sessions delivered in each Course is 11, therefore the maximum fee applicable for each funded Student withdrawal below the minimum number is \$11,000. This can be negotiated by the CEO of Y Learning and Development Pty Ltd.
6. The withdrawal fee is waived when additional Participants are consequently enrolled into the Course to replace withdrawn students. This is enabled up to Course session 1, but may be waived by the discretion of the CEO of Y Learning and Development Pty Ltd.

Termination Policy

1. This agreement shall terminate upon:
 - a. the completion of all training
 - b. on giving notice, in writing, of the termination as a result of breach of this agreement by the Client, the Client will be liable to pay the expired term of the training program as if the training program had been carried out in full.
2. For the purposes of this clause a breach shall mean a breach of an obligation under this agreement that cannot be remedied; as in the case of a student leaving their employment or in consultation with the Client, decided to terminate their training.
3. If the Client terminates for any reason other than Y Learning and Development Pty Ltd breaching the agreement with the client, a pro rata service fee (including training, sign up, materials and administration fees) will be calculated up to the date of the written confirmation of the termination of training which will be paid by the client.
4. The client agrees to provide Y Learning and Development Pty Ltd with a minimum number of funded students which is outlined in the Service Offering, of the contract.
5. If the client does not fulfil their Contract Agreement obligation with their respective State Training Authority and/or VET Regulator and the STA or VET Regulator decides to terminate the training agreement with client, the client will be required to pay Y Learning and Development Pty Ltd any calculated shortfall in fees between what has been supplied and what has been paid via government funding.
6. Payment is to be made within 4 weeks of the Contract Agreement being terminated and client invoiced.

Client Feedback, Appeals, Complaints & Grievances

1. Y Learning and Development Pty Ltd conducts regular reviews of the Courses and feedback is sought from Students and will be considered at internal reviews.
2. Y Learning and Development Pty Ltd has a fair and equitable policy and procedure for dealing with Student appeals, complaints and grievances. In the first instance the complaint will be investigated internally by management. In the event that complaints cannot be resolved internally, Y Learning and Development Pty Ltd will advise the Student to contact the Australian Skills Quality Authority where they can seek further assistance.
3. All written appeals, complaints and grievances will be treated in confidence and a decision relayed to the respective Student within 5 working days.

Occupational Health and Safety

1. Y Learning and Development Pty Ltd aims to ensure the health, safety and welfare of all its Students and others who enter the Course venue(s). Similarly, Students must also be aware of their duty to take responsible care of the health and safety of others, and respect the rights of other attendees and trainers.
2. On the training premises Students are required to follow and comply with any reasonable instructions of the trainer.
3. The client shall meet all its statutory obligations with respect to the provision of safety equipment and clothing for their students.

4. The client will ensure that the workplace meets all legislative requirements including ensuring that the workplace is safe and free of all forms of harassment.

Limitation of Liability

1. The parties agree that Y Learning and Development Pty Ltd will under no circumstances be liable to you for any indirect or consequential loss (including but not limited to loss of revenue or opportunity, loss of goodwill and lost profits).
2. The client hereby indemnifies Y Learning and Development Pty Ltd against any liability whatsoever, whether by operation of Statute or otherwise, imposed on Y Learning and Development Pty Ltd or the client as a result of any act or omission on the part of the client or the client's employees, officers, students, agents or contractors in the course of the performance of any training duties required of them by Y Learning and Development Pty Ltd.
3. You must take out and maintain valid and enforceable insurance policies, evidence of which, if requested by Y Learning and Development Pty Ltd, shall be provided by you. All insurances required by Law of an Employer including:
 - a. Workers Compensation Insurance
 - b. Public Liability Insurance policy in an amount of not less than ten million dollars (\$10,000,000.00) ensuring always that such insurance policy extends to cover Y Learning and Development Pty Ltd staff, servants and agents against bodily injury and death either to themselves or to third parties occasioned by Y Learning and Development Pty Ltd whilst on the client's premises.
4. The laws of the State of Victoria govern this Agreement and the parties submit to the jurisdiction of the courts of that State.

Services

Y Learning and Development Pty Ltd will:

1. Agree to supply the services (the Courses) referred to in this Agreement.
2. Issue to the client within 30 days of the final competency date the qualification certificates
3. Will directly mail a Statement of Attainment, detailing successful modules completed, to Students who do not complete the program.
4. Assist and advise the client to complete documents necessary to comply with Government requirements associated to funding applications and grants.
5. Provide a training program to each named student, in the qualification as set out in Contract Agreement.
6. Liaise with and co-ordinate information and assessments with the client or the client's nominee throughout the training period and meet with workplace mentors to explain the program. In conjunction with the client or the client's representative, customise a Training Plan, appropriate to the Certification sought (including, if necessary, assessment for credit for Recognised of Prior Learning) in accordance with the Australian Qualifications Training Framework.
7. Conduct Training and Assessment on-site visits as well as, where appropriate, provide self-paced materials and organise workshops.
8. Maintain appropriate and necessary records as well as submitting all relevant training delivery paperwork in accordance with VET Regulatory and Government requirements.

9. offer the Client four (4) inclusive catch up sessions per group over the duration of the training program. For any catch up sessions in excess of the four (4) inclusive catch up sessions/group, the client will be required to pay Y Learning and Development Pty Ltd directly the sum of \$1120 plus any travel related expenses per catch up session.

The Client's Responsibilities

1. The Client will provide a training room and storage locations for student training workbooks, ensure that the workplace satisfies the requirements of each learning module and that adequate workplace supervision is provided. The Client may need to supply an appropriate area/equipment for students to attend through Zoom or online classes, if face to face is not available.
2. The Client will ensure that each student is given the opportunity to undertake and complete the required course of training as set out in the Contract Agreement including being given time, during normal working hours, to complete activities necessary to achieve the required competencies.
3. The client acknowledges the Workplace Based Delivery requirements - Student's will be given time to complete the following types of workplace based delivery activities:
 - a) Assessments;
 - b) Project work;
 - c) training related tasks;
 - d) practice new learnt skills;
 - e) implement new practices into the business;
 - f) read learning materials; and
 - g) liaise with workplace mentors.
4. The Client will take reasonable steps to ensure the students continue employment with the client throughout the course and provide suitable workplace Mentors whose role will include:
 - a) assisting Y Learning and Development Pty Ltd in identifying workshop and workplace topics;
 - b) ensuring that training and assessment occurs;
 - c) completing on-the-job record books and other appropriate paperwork required to satisfy VET Regulatory and Government bodies;
 - d) liaising with Y Learning and Development Pty Ltd trainers and assessors.
 - e) agree to, be bound by and observe the terms and conditions set by the VET Regulatory and your relevant State Training Authority.
5. The client shall ensure that Y Learning and Development Pty Ltd has access to the students, mentor and such other persons as are necessary for Y Learning and Development Pty Ltd to properly carry out its responsibilities under this agreement, including such things to ensure all paperwork and submissions are properly completed.
6. In the event that the student is deemed not eligible due to incorrect information supplied by the Client, the Client shall be liable for all of Y Learning and Development Pty Ltd's fees in accordance with the contract and taking into account the minimum number of funded students.

Payment Terms

1. Payment terms are strictly within 14 days of date of invoice.
2. Payment not made in accordance with this Contract Agreement may result in the training being cancelled. Y Learning and Development Pty Ltd reserves the right, without notice, to suspend or withhold services if payment is not made within the terms outlined within this Agreement or if previous accounts are overdue.

3. You must pay to Y Learning and Development Pty Ltd the price stated in any tax invoice provided to you by the date noted in the tax invoice.
4. Additionally, you agree to pay Y Learning and Development Pty Ltd:
 - a. an account service fee of 10 per cent, compounded monthly or any part thereof in relation to any invoices which are not paid strictly in accordance with this Agreement; and
 - b. any legal or other costs incurred by Y Learning and Development Pty Ltd in enforcing or attempting to enforce a provision of this Agreement.
5. State funding is paid directly to Y Learning and Development Pty Ltd by the Government.
6. Where government funding is sourced, Y Learning and Development Pty Ltd is not liable for changes in government funding regulations and eligibility and the client is aware that these changes are out of Y Learning and Development Pty Ltd control and could affect the agreement.
7. All fees and charges are exclusive of GST, which will need to be paid in addition.
8. Refer to our refund policy available on the Vative Healthcare website

Student Material Fees

There are no mandatory Fees for any Student upon enrolment.