Conditions of Quotation & Service Delivery

1 Definitions & Interpretations
1.1 ‘Agreement’ means the commercial relationship created between Us and You by Your acceptance of this offer. Such relationship will expire at expiry of the Term specified.
1.2 ‘Business Day’ refers to the period between 9:00 am and 5:00 pm Monday to Friday excluding designated Public Holidays declared in Western Australia and any other day We do not operate.
1.3 ‘Commencement Date’ means the date on which the client requests the training to commence. The actual Commencement Date is subject to Our existing training commitments.
1.4 ‘expiry Date’ means the date by which You require the training to be finalised. The Commencement Date and the duration of The Program will determine actual Expiry date.
1.5 ‘GST’ means the GST as applied by the GST Act. Otherwise known as “A New Tax System (Goods and Services Tax) Act 1999” etc.
1.6 ‘Pre-Existing Intellectual Property’ means all intellectual property owned by either party at the date this Agreement is signed by both parties.
1.7 ‘Schedule’ means any Schedule if any attached to this Agreement.
1.8 ‘Services’ means the items listed under “Quotation Detail” above.
1.9 ‘Term’ means the period of time during which the Services will be provided.
1.10 ‘The Program’ means the training which is the subject of this Agreement.
1.11 ‘We’, ‘Us’, ‘Our’ and ‘WCIT’ refers to West Coast Institute of Training and the staff of West Coast Institute of Training.
1.12 ‘You’ and ‘Your’ means the entity named under the Client Details above.

2 Identity of West Coast Institute of Training
2.1 References to West Coast Institute of Training shall in the event West Coast Institute of Training as a Registered Training Organisation is reconstituted, renamed or replaced or its registration as a Registered Training Organisation is transferred to any other body, institute, association or authority be deemed to refer to the body, institute, association or authority established or constituted in place thereof or nearly as may be succeeds the functions of West Coast Institute of Training provided West Coast Institute of Training’s registration as a Registered Training Organisation is not terminated by the reconstitution, renaming or replacement or transfer.

3 Our Obligations
3.1 We shall provide the Services to You under the Terms and Conditions of this Agreement.
3.2 We shall ensure the Services and the recognition of learning provided shall comply with all necessary requirements of the appropriate national governing body where applicable.
3.3 We as a Registered Training Organisation shall exercise Our sole discretion in determining the most appropriate and effective manner of providing the Services while achieving the outcomes required by You.

4 Intellectual Property
4.1 We own, and shall at all times own, the copyright of The Program materials authored and produced by Us. Where necessary we have obtained license from copyright holders to included material for which We are not the copyright holder.
4.2 We indemnify, and shall keep indemnified, You against loss or damages resulting from actual infringement of the Intellectual Property Rights of third parties by Us resulting from Your use of materials provided by Us for the purposes of delivering The Program provided You have used the materials in accordance with this Agreement.
4.3 Nothing in this Agreement conveys a right for You to display, promote display, promote or use in any way the name ‘West Coast Institute of Training’ or any other trading name or any logo used by Us from time to time whether they are registered names or logos or not without the express permission of Our Managing Director.
4.4 You indemnify and shall keep indemnified Us and the State of Western Australia against any loss or damage resulting from actual infringement of Our Intellectual Property Rights by You.
4.5 Other than distribution of The Program materials to students enrolled by You in The Program, You agree not to provide any of the course materials provided by Us to a third party.

5 Indemnity

5.1 Each party ("the Indemnitor") indemnifies and will keep indemnified the other Party and its respective officers, employees ("the Indemnitee") from and against all liabilities, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise or be made or taken against the Indemnitee or be incurred or become payable by the Indemnitee in respect of any negligent act or omission on the part of the Indemnitor pursuant to this Agreement.

5.2 The indemnity given by any one Indemnitor pursuant to paragraph 5.1 will be reduced proportionately to the extent that any liabilities, actions, suits, proceedings, claims, demands, costs or expenses result from any negligent act or omission by the Indemnitee.

5.3 The parties agree that the rights, duties obligations and liabilities of the parties under this Agreement shall in every case be several and not joint nor joint and several.

5.4 The indemnity is a continuing obligation and remains in force and effect notwithstanding the expiry of the Term or early termination of this Agreement irrespective of how it is terminated or who terminated it.

6 INSURANCE

6.1 WCIT shall procure and maintain the following insurances with the WA State Government Treasury Managed Fund (RiskCover):

a) General Liability

General Liability insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one occurrence and unlimited as to the number of occurrences happening during any one period of insurance;

b) Professional Indemnity

Professional Indemnity insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA);

c) Workers Compensation

Workers’ Compensation insurance in accordance with the provisions of the Workers’ Compensation and Injury Management Act 1981 (WA), including cover for common law liability for an amount of not less than $50,000,000 (Fifty Million Australian Dollars) any one event covering their workers;

The insurances (except for professional indemnity insurance) required under paragraph 6.1 shall be maintained during the Term and continuance of the Agreement.

The professional indemnity insurance required under paragraph 6.1 shall be maintained during the Term and continuance of the Agreement and for at least 6 (six) years after the termination or expiry of the Agreement Term.

6.2 You shall procure and maintain the following insurances with its self insurer with a financial security rating of A- or better by Standard & Poors or the equivalent rating with another recognised rating agency or an insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia:

a) General Liability

General Liability insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one occurrence and unlimited as to the number of occurrences happening during any one period of insurance;

b) Workers Compensation

Workers’ Compensation insurance in accordance with the provisions of the Workers’ Compensation and Injury Management Act 1981 (WA), including cover for common law liability for an amount of not less than $50,000,000 (Fifty Million Australian Dollars) any one event covering their workers.

6.3 The insurances (except for Professional Indemnity insurance) required under paragraph 6.2 shall be maintained during the Term and continuance of the Agreement. The Professional Indemnity insurance shall be maintained for the Term and continuance of the Agreement and for at least six (6) years after Termination or expiry of the Agreement Term.
6.4 Either party shall on request provide the requesting party copies of Certificates of Currency for each insurance policy required under this Section 6.

6.5 Neither party shall do or allow to be done anything that may render the insurance void, voidable or otherwise liable to cancellation.

6.6 In the event You do not comply with paragraphs 6.2 to 6.4 then without limiting any other remedy available to WCIT, WCIT may suspend all obligations under the Agreement until You have complied.

7 Termination

7.1 You may terminate the agreement by providing Us notification in writing. You will be liable for all costs incurred by WCIT to the date of termination.

7.2 In the event We become aware that (where applicable) the appropriate national governing body has changed the qualifications of The Program to be delivered, We may:
   a) in consultation with You change The Program; or
   b) terminate the Agreement.

8 Payment

8.1 You shall pay Us the amount specified in the Quotation within thirty (30) days of Us issuing a valid GST invoice.

8.2 Payment shall be made by electronic funds transfer to the following account:
   - Bank: Commonwealth Bank of Australia
   - Address: Boas Avenue, Joondalup, WA 6027
   - BSB: 066 166
   - Account Number: 100 10199
   - Account Name: West Coast Institute of Training Trust Fund

9 Exclusion of Liability

9.1 Notwithstanding anything in this Agreement, We will not be liable for any loss suffered by You however caused by or as a result of the activities or the negligence of any of Our staff.

10 Entire Agreement

10.1 This Agreement constitutes the entire agreement between the parties in respect of the Services to be provided and contains all representations, warranties, covenants and agreements of the parties.

11 Occupational Health & Safety

11.1 All work carried out under this Contract shall comply with all relevant occupational health and safety and welfare legislation, regulations, by-laws and other rules, instructions and directions issued by an applicable authority.

11.2 Both parties shall do everything reasonably necessary to protect the personnel and property on the respective premises.

12 Enrolment of Students

12.1 Students enrolling in the Program shall be enrolled as WCIT students. Failure to enrol may affect the ability of WCIT to issue accreditation and/or recognition for course attendance.

13 Governing Law

13.1 This Contract is governed by the laws of the State of Western Australia. Both We and You irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

14 National Greenhouse and Energy Reporting

14.1 For the duration of the contract each party is responsible for the measurement, reporting and the cost of addressing legislated responsibilities for carbon emissions within their separate operational control of facilities and processes and for payment of any taxes, levies, fines, fees or charges levied under applicable carbon emissions legislation.

14.2 Each party recognises that, to facilitate reporting responsibilities under carbon emissions legislation, there may be a need to provide the other with carbon emissions related data such as but not limited to energy and/or fuel consumption data related to the performance of this contract. Such information will be provided free of charge.
15 Survival of Clauses

15.1 The following Sections and paragraphs survive termination of the Contract:

a) Section 4 - Intellectual Property
b) Section 5 - Indemnity
c) Section 6 - Insurance
d) Section 14 - National Greenhouse and Energy reporting