

Terms and Conditions

1. Purpose

The purpose of this agreement is to define the terms and conditions under which DG Trainer will provide or permit use of its Services.

2. Definition of key terms

“**DG Trainer**” means DGTRAINER.COM Pty Ltd ABN 51 145 752 647.

“**Customer**” means the individual or organisation who purchase the Service from DG Trainer.

“**Learner**” means the individual who directly purchases and receives a Service or in the case of an organisation purchasing the Services, the employee of that organisation nominated to receive the Services.

“**Borrower**” means the individual or organisation who hire one or more physical copies of the Dangerous Goods Regulations from DG Trainer.

“**Services**” means the services to be provided by DG Trainer and described herein.

3. Types of available Services

a. Training Services

- i. Self-paced online courses (also referred to as e-learning)
- ii. Online, instructor-led courses (delivered via Zoom online meetings)
- iii. Private, in-person, instructor-led courses
- iv. Public, in-person, instructor-led courses

b. Hire of Physical Copies of Dangerous Goods Regulations

c. Purchase of Physical or Digital Copies of Dangerous Goods Regulations

4. Competency Assessments for Training Services

- a. Regardless of the type of training service, in order to be deemed competent, the minimum pass rate for each Learner is 80%.
- b. Each Learner may attempt to complete the competency assessment of a given training course a maximum of 3 times.
- c. Where the training service is led by an instructor, the submission of competency assessments will be completed as follows:-
 - i. Each Learner must return the completed competency assessment within 7 calendar days of undertaking the training.
 - ii. DG Trainer will review the competency assessments and advise of the outcome within 7 days of receipt from the Learner.
 - iii. If deemed competent, DG Trainer will issue a certificate to the Learner.
 - iv. If the Learner is not deemed competent, DG Trainer will provide feedback to the Learner within 7 days of receipt. The Learner then has 2 days to address the feedback and respond back to DG Trainer.
 - v. Feedback on a competency assessment may occur a maximum of 2 times before the Learner is deemed to have failed the competency assessment.

5. Prerequisites for Training Services

- a. Each Learner is required to provide their own computer and internet access as described in the course prerequisites.
- b. Each Learner is required to have their own copy of the relevant dangerous goods regulations as described in the course prerequisites

6. Conditions associated with the Hire of Physical Copies of Dangerous Goods Regulations

- a. Availability - the Borrower must be located within Australia in order to be eligible to hire the Dangerous Goods Regulations (“regulations”).
- b. Hire Period - The hire period will be either 7 calendar days or 14 calendar days in duration, as nominated by the Borrower. The hire period commences on the day that the Borrower receives the regulations from DG Trainer and ends on the day that the regulations are sent by the Borrower via the agreed return delivery method to DG Trainer.

c. Delivery and Return Processes

i. Standard Delivery (Australia Post Express Post)

1. The regulations will be sent to the Borrower via the Express Post service of Australia Post.
2. Together with the regulations, DG Trainer will supply a pre-paid, pre-addressed Express Post satchel for the Borrower to return the regulations.
3. On the last day of the hire period the Borrower must seal the regulations in the supplied satchel and place same in a yellow Express Post mailbox or hand the satchel in at an Australia Post office (nearest locations for both can be searched [here](#)).

ii. Courier Delivery

1. This delivery method will be used where multiple copies of the regulations are hired in a single transaction.
2. DG Trainer will provide the regulations in a box, together with a return consignment label.
3. On the last day of the hire period, the Borrower must return all copies of the regulations to the box they were delivered in, tape up the box and then apply the supplied return consignment label.
4. Once the package is ready, send an email to training@dgtrainer.com.au providing the name, mobile phone number and location details for the collection (e.g. reception, security gate etc).

d. Consequence of late return

- i. In the event that the regulations have not been received by DG Trainer within 7 calendar days of the end of the hire period then the Borrower will be invoiced for the books at their normal retail prices. Retail prices for the purchase of the regulations can be viewed on DG Trainer website under "DG Resource Shop".

7. Conditions associated with the Purchase of Physical or Digital Copies of Dangerous Goods Regulations

- a. Depending on the delivery method chosen by the Customer, DG Trainer will either supply a physical (hard) copy or a digital (electronic) copy of the regulations.
- b. Where a physical copy is selected by the purchaser, DG Trainer will deliver same via Australia Post's Express Post service for a single copy, or via a courier where more than 1 copy is purchased.
- c. Where the Customer elects to receive a digital copy, they must nominate a single, named user (name and email address required). DG Trainer will supply access details for the digital copy of the regulations to that nominated user.

8. Fees and Payment

- a. Fees totalling less than AUD\$1,000 must be paid via credit card before any access will be provided to courseware or associated materials.
- b. Where the fees total more than AUD\$1,000 an organisation (but not an individual) may apply for trade credit by completing a credit application available upon request from training@dgtrainer.com.au.
 - i. Where trade credit is granted by DG Trainer, at their sole discretion, a purchase order (or equivalent instrument) must be provided by the organisation before access will be granted to courseware or associated materials.
 - ii. Payment terms for all invoices are 14 days from the date of issue of the invoice.
 - iii. Any payment arrears that remain overdue for longer than 30 days will result in the immediate termination of access to courseware and associated materials and the cancellation of any training certifications issued by DG Trainer.

9. Transfer/Cancellation/Refund Conditions and other Conditions of Access

a. Self-paced online courses

- i. Learners may not transfer their access to self-paced online courses.
- ii. Learners may cancel their access to self-paced online courses however, no portion of the fees paid are refundable.
- iii. Learners acknowledge that agree that while DG Trainer will make reasonable efforts to ensure the availability, continuity, reliability, accuracy, currency and security of the learning portal,

DG Trainer make no representations, warranties or guarantees in relation to the learning portal.

- iv. Learners are granted access to the online portal for a period of 45 days (“Access Period”).
 - 1. In the event that a Learner requires an extension to the Access Period, a reactivation fee of AUD\$55.00 including GST will apply.
 - 2. Upon payment of the reactivation fee, an extension period of 30 days will commence.
 - 3. The Learner may request additional extension periods of 30 days if required. Each subsequent extension period will incur a reactivation fee of AUD\$55.00 (incl GST)
- v. Learners must not:-
 - 1. Reverse engineer, disassemble or decompile any part of the learning platform or courseware;
 - 2. Copy, download or record content from a course module, in a systematic way or communicate or otherwise distribute such captured content;
 - 3. Directly or indirectly introduce any virus, worm, trojan or other malicious code into the learning platform or in any other way whatsoever corrupt, degrade or disrupt the operation of the learning platform.
 - 4. Remove, obscure or interfere with any copyright acknowledgement, attribution, trade mark, warning, disclaimer or rights management information incorporated or otherwise applied to the learning platform or courseware.
 - 5. Submit or claim as their own, work derived from other sources or completed by another person.

b. Online, instructor-led courses

- i. Learner changes when requested at least 7 days prior to training
 - 1. Cancellations will result in a full refund of the fees paid for the affected Learners. Transfers to different Learners from the same organisation are permitted at no cost.
- ii. Learner changes when requested at least 2 days prior to training
 - 1. Cancellations will result in a 50% partial refund of the fees paid for the affected Learners.
 - 2. Transfers to different Learners from the same organisation are permitted upon payment of the AUD\$30 (incl GST) transfer fee
- iii. Learner changes requested less than 2 days prior to training
 - 1. Cancellations will result in forfeiture of the fees paid
 - 2. Transfers to different Learners from the same organisation are permitted upon payment of the AUD\$55 (incl GST) late transfer fee

c. Private and Public, in-person, instructor-led courses

- i. Cancellation Policy
 - 1. 14 days or greater notice prior to the course commencement date will result in a full refund of the fees paid.
 - 2. Between 7 and 14 days notice prior to the course commencement date will result in the refund of 50% of the fees paid.
 - 3. Less than 7 days notice prior to the course commencement date will result in the forfeiture of all fees paid.
- ii. Learner Transfer Policy
 - 1. In any event, transfers are only permitted to another Learner from the same organisation.
 - 2. Where the Learner transfer is nominated 7 days or greater prior to course commencement date transfers are permitted at no cost.
 - 3. Where the Learner transfer is nominated between 2 and 7 days prior to the course commencement date, transfers are permitted upon payment of the AUD\$30 (incl GST) Learner transfer fee for each nominated transfer.
 - 4. Where the Learner transfer is nominated less than 2 days prior to the course commencement date, transfers are permitted upon payment of the AUD\$55 (incl GST) Learner transfer fee for each nominated transfer.

- iii. For Private in-person, instructor-led courses, Customer will provide a suitable training facility at their premises, including Wi-Fi internet access and the use of a projector/monitor.

10. Liability

- a. To the maximum extent permitted by Law:-
 - i. Neither party will be liable to the other party for or in connection with any claim for consequential loss.
 - ii. DG Trainer's liability in respect of defective Services is limited to the re-supply of the defective Services or a refund of fees paid by the Customer for the defective Services.
 - iii. Subject to this clause 10, the maximum cumulative liability of DG Trainer to the Customer in connection with and in relation to any and all claims arising out of or in connection with these terms or the Services is equal to the Fee paid by the Customer to DG Trainer in respect of the Services.

11. Intellectual Property

- a. Training Services
 - i. The Customer acknowledges that all rights, title and interest (including all Intellectual Property Rights) arising out of or in connection with the Services, platform and the course modules remain the property of DG Trainer or their respective owners.
 - ii. DG Trainer grants to each Learner a non-exclusive, non-transferrable, royalty-free licence to use the training platform and course materials, exclusively for the purposes of receiving training and personal academic development.
 - iii. The Customer shall own all rights, title and interest in and to all of the Customer's data.
- b. Hire or Sale of copies of Dangerous Goods Regulations
 - i. The Customer acknowledges that all rights, title and interest (including all Intellectual Property Rights) in the Dangerous Goods Regulations remain the property of their respective owners.
 - ii. The Customer shall not reproduce, scan, copy, alter or modify the Dangerous Goods Regulations or permit them to be scanned, copied or be combined with or incorporated into any other materials.

12. Privacy and confidentiality

- a. DG Trainer will collect, store, distribute and communicate 'personal information' (as that term is defined in the Privacy Act 1988 (Cth)), which is provided to it by the Customer or is otherwise collected by DG Trainer as a result of the provision of the Services. Our Privacy Policy is available on DG Trainer website.
- b. Each party may be given access to confidential information from the other party order to perform their obligations under these terms.
- c. Confidential information shall not be deemed to include any information that:-
 - i. Is or becomes publicly known other than through an act or omission of the receiving party;
 - ii. Was in the other party's lawful possession before the disclosure;
 - iii. Is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - iv. Is independently developed by the other party, which independent development can be shown by written evidence.
- d. Each party shall hold the other's confidential information in confidence and not disclose the other party's confidential information to any third party or otherwise use the other's confidential information for any purpose other than to deliver or receive the Service under this agreement, unless compelled to by Law.

13. General Terms

- a. Severability – each provision of these terms are deemed severable as far as possible from the other provisions of these terms. If any provision is found to be void, illegal or unenforceable for any reason, then it will be deemed to have been severed and omitted from these terms. Otherwise these terms, excluding the severed provision and with any consequential amendment if required, will remain in full effect.

- b. Entire Agreement – These terms, and if applicable the proposal from DG Trainer, represent the entire agreement between the parties in respect of the Services. These terms supersede any prior agreement or understanding that may have existed between the parties.
- c. Relationship of Parties – each party is an independent contractor. Nothing in these terms is intended to or shall create a partnership or other relationship between the parties.
- d. Use of subcontractors or agents – DG Trainer may engage subcontractors or agents to deliver the Services without notifying the Customer.
- e. Governing Law – These terms will be construed according to the laws of Victoria, Australia and the Parties submit themselves to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- f. Goods and Services Tax (“GST”)
 - i. Any fees to be paid for a supply under these terms, unless specifically described as being inclusive of GST, do not include the GST which is payable on that supply.
 - ii. For any supply under these terms, the fees payable will be increased by and the recipient must also pay, an amount equal to the GST payable by DG Trainer on that supply.
 - iii. The GST must be paid to DG Trainer by the Customer without set off, deduction or requirement for demand at the same time as the fees are payable.