



## **Professional Development Terms and Conditions**

By registering and paying for this Professional Development Training Course, you are agreeing to the following Terms and Conditions as set out by Progressive Motion:

### **1. THE PRODUCT**

The product described is an instructor-led training course. You will receive a printed manual with the course materials, and 6 hours of contact time with the instructor. Please note that we reserve the right to change the course content of any Training Course at any time and without notice.

### **2. CHANGES TO COURSE DATE/TIME/LOCATION**

We reserve the right to change the course date/time/location up to two weeks prior to the course. If there are changes within two weeks of the Professional Development Opportunity, you can choose to receive a full refund or transfer your booking to an alternate proposed date.

### **3. COPYRIGHT OF MATERIAL AND IDEAS**

You may:

- Receive and possess the Training materials, take photographs and video during the course for your personal education only.

As per copyright law, it is illegal to:

- copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;
- rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
- alter, or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
- provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from the Training Provider.

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You MUST include the copyright notice of Progressive Motion on all entire and partial copies you may make of the Training Materials or Documents on any medium.

#### 4. TRANSFERS AND CANCELLATION OF TRAINING COURSES

- Students may not transfer their registration within 2 weeks of the course start date.
- All cancellations must be made no later than 2 weeks prior to the start of relevant Training Course to receive a partial refund. All cancellations are subject to a \$50 cancellation fee.
- Refund Policy: if the refund is approved by the Training Provider, it will be made through the original mode of payment only.
- No refunds will be issued if cancellation is made less than 2 weeks prior to the start date of the course.
- We reserve the right to cancel a Training Course at any time, without incurring any additional liability to the Training Provider or any student. In such circumstances, we will offer alternative dates, a full refund or a credit note.

#### 5. CONFIDENTIALITY

The trainer of this Professional Development Training Course will keep any information disclosed to the trainer completely confidential unless otherwise agreed.

Photos may be taken during this training course, please inform your instructor if you DO NOT want photos shared with the group or publicly.

#### 6. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Training Provider, that rights in the Training Materials and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this agreement.

#### 7. TRAINING PROVIDER'S LIABILITY

Except for matters caused by the Training Provider's negligence or willful default, the Training Provider shall not be liable to you for any loss, harm or damage caused to any candidate, candidate's property or your premises for any courses conducted by the Training Provider on your premises. You agree to indemnify and hold harmless the Training Provider against all cost or losses suffered or incurred by the Training Provider due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against the Training Provider arising out of or relating to a third party's any alleged harm, loss or damage caused to a candidate's person, property, or to your premises on which the

course relevant to such candidate takes place, due to any cause other than the Training Provider's negligence or wilful default.

## 8 TERMS OF PAYMENT

Payment must be made up front for all courses to secure your registration. Receipts for payment are provided in electronic format.

If any information that you have given to us proves to be incorrect, which has resulted in our not charging you the correct fee for the courses that you are buying, we reserve the right to adjust the fee so that it is the correct fee for your circumstances.

## 9. COURSE COMPLETION, TERMINATION, AND GRIEVANCES

- You must attend the entire duration of the professional development opportunity, participate in practical work and discussions, and show a reasonable level of mastery of course content to receive a certificate and CPD points. The training provider has every right to refuse a completion certificate to anyone who is unable to do so.
- If any participant appears to be a danger to themselves, other participants or the Trainer, they will be immediately asked to leave. There will be no refunds or compensations for a participant who is terminated due to aggressive or unsafe behavior.
- Please refer to the Progressive Motion grievance and appeal procedures if you are unsatisfied with the final decision of the trainer.