



PipelineTraining
A U S T R A L I A

Terms of Service

Version 2.0

Metro Excavations & Plant Hire Pty Ltd

ACN 003 824 002

Trading as Pipeline Training Australia

RTO 91431

Effective Date: 28/07/2026

Approved by: Kieran O'Connor – Chief Executive Officer

© Pipeline Training Australia

Document	Terms of Service
Document Number	LEG-001
Version	2.0
Effective Date	28/07/2026
Review Date	28/07/2027
Owner	CEO
Approved By	CEO
Applies To	All customers

Contents

Contents	Error! Bookmark not defined.
1. Introduction	10
2. Definitions	10
3. Scope of Services	10
3.1 Services	11
3.2 Delivery Methods	12
3.3 Compliance	12
3.4 Changes to Services	12
3.5 Subcontractors	12
3.6 No Guarantee of Licensing or Employment	13
4. Quotations and Acceptance	13
4.1 Quotations	13
4.2 Pricing	13
4.3 Acceptance	13
4.4 Formation of Contract	14
4.5 Variations	14
4.6 Errors and Omissions	14
4.7 Reliance on Customer Information	15
4.8 No Exclusivity	15
5. Bookings	15
5.1 Booking Requests	15
5.2 Acceptance of Bookings	15
5.3 Information Required	15
5.4 Changes to Bookings	16
5.5 Participant Substitutions	16
5.6 Minimum Participant Numbers	16
5.7 Trainer Substitutions	16
5.8 Confirmation Prevails	16
6. Fees and Payment	17
6.1 Fees	17

6.2 Goods and Services Tax (GST)	17
6.3 Payment Terms.....	17
6.4 Deposits	17
6.5 Additional Charges	17
6.6 Overdue Accounts	18
6.7 Allocation of Payments.....	18
6.8 No Right of Set-Off	18
6.9 Payment Disputes.....	19
7. Credit Accounts	19
7.1 Approval of Credit Accounts.....	19
7.2 Credit Terms	19
7.3 Credit Limits.....	19
7.4 Suspension of Credit.....	19
7.5 Interest on Overdue Accounts.....	20
7.6 Recovery Costs	20
7.7 Allocation of Credit.....	20
7.8 Security.....	20
7.9 No Waiver.....	20
8. Purchase Orders	21
8.1 Purchase Orders	21
8.2 Administrative Purpose	21
8.3 Customer Terms	21
8.4 Purchase Order Information.....	21
8.5 Customer Procurement Processes	22
9. Order of Precedence	22
9.1 Order of Precedence	22
9.2 Conflicting Terms.....	22
9.3 Customer Documents.....	22
9.4 No Implied Acceptance.....	22
10. Customer Responsibilities	23
10.1 General Responsibilities	23

10.2 Information.....	23
10.3 Participant Eligibility	23
10.4 Onsite Training	24
10.5 Compliance with Laws	24
10.6 Delays	24
10.7 Customer Equipment.....	24
10.8 Site Access	25
10.9 Cooperation.....	25
10.10 Authority to Suspend or Cease Training.....	25
11. Participant Responsibilities	25
11.1 Compliance	25
11.2 Conduct	25
11.3 Attendance	26
11.4 Identification	26
11.5 Fitness for Training	26
11.6 Personal Protective Equipment.....	26
11.7 Learning and Assessment	26
11.8 Damage to Property	26
11.9 Mobile Phones and Recording.....	27
11.10 Health and Safety	27
11.11 Assessment Outcomes	27
12. Eligibility and Course Prerequisites	27
12.1 Prerequisite Requirements.....	27
12.2 Customer Responsibility.....	28
12.3 Participant Responsibility	28
12.4 Verification	28
12.5 Failure to Meet Prerequisites.....	28
12.6 Regulatory Requirements.....	28
12.7 Reasonable Adjustments	28
12.8 No Waiver	29
13. Onsite Training Requirements.....	29

13.1 Application.....	29
13.2 Suitable Training Environment	29
13.3 Facilities	29
13.4 Plant and Equipment	30
13.5 Site Access	30
13.6 Work Health and Safety.....	30
13.7 Unsafe Conditions	30
13.8 Delays and Additional Costs	31
13.9 Regulatory Compliance	31
13.10 Operational Interruptions	31
14. Changes, Cancellations and Refunds.....	31
14.1 Requests for Changes	31
14.2 Customer Cancellation	32
14.3 Participant Substitutions	32
14.4 Failure to Attend.....	32
14.5 Customer Delays.....	32
14.6 Cancellation by Pipeline Training Australia	32
14.7 Refunds.....	33
14.8 Non-Refundable Costs.....	33
14.9 No Refund.....	33
14.10 Australian Consumer Law.....	33
15. Assessment, Competency and Certification.....	33
15.1 Assessment Requirements	33
15.2 Competency.....	34
15.3 No Guarantee of Competency.....	34
15.4 Assessment Integrity	34
15.5 Assessment Evidence	34
15.6 Certification	35
15.7 Statements of Attainment.....	35
15.8 Replacement Certificates	35
15.9 Verification of Results	35

15.10 Regulatory Compliance	35
16. Recognition of Prior Learning (RPL).....	36
16.1 Availability of RPL	36
16.2 Application for RPL	36
16.3 Evidence Requirements.....	36
16.4 Additional Assessment	36
16.5 Assessor Determination	37
16.6 Partial Recognition	37
16.7 Fees.....	37
16.8 Outcome of Assessment.....	37
16.9 Appeals	37
16.10 No Guarantee	38
16.11 False or Misleading Information.....	38
17. Appeals and Complaints	38
17.1 Commitment.....	38
17.2 Right to Make a Complaint or Appeal	38
17.3 Lodgement.....	39
17.4 Procedure	39
17.5 Natural Justice	39
17.6 Review and Outcome	39
17.7 External Review	39
17.8 Continuous Improvement	39
17.9 No Victimisation	39
17.10 Commercial Disputes.....	40
18. Reassessment	40
18.1 Reassessment Opportunities.....	40
18.2 Additional Training	40
18.3 Reassessment Fees.....	40
18.4 Scheduling	40
18.5 Timeframes.....	40
18.6 Competency Decisions	40

18.7 Multiple Reassessments	41
18.8 Re-Enrolment.....	41
18.9 Failure to Attend Reassessment.....	41
19. Intellectual Property.....	41
19.1 Ownership	41
19.2 Licence to Use.....	42
19.3 Restrictions	42
19.4 Customer Intellectual Property	42
19.5 Feedback.....	42
19.6 Copyright	43
19.7 Return of Materials	43
19.8 Recording of Training	43
19.9 Courseware Development.....	43
20. Confidentiality	43
20.1 Confidential Information	43
20.2 Confidentiality Obligations	44
20.3 Permitted Disclosures.....	44
20.4 Exclusions	44
20.5 Participant Information	45
20.6 Survival	45
20.7 Regulatory and Funding Requirements.....	45
21. Privacy	45
21.1 Collection of Personal Information	45
21.2 Privacy Policy	46
21.3 Disclosure of Information.....	46
21.4 Customer Responsibilities	46
21.5 Accuracy of Information	46
21.6 Access and Correction	47
21.7 Marketing Communications	47
21.8 Survival	47
22. Australian Consumer Law	47

22.1 Statutory Rights	47
22.2 Consumer Guarantees	47
22.3 Permitted Limitations	47
22.4 Business Customers	47
23. Limitation of Liability	48
23.1 Application	48
23.2 Indirect Loss	48
23.3 Maximum Liability	48
23.4 No Guarantee of Outcome	48
23.5 Customer Information	49
23.6 Third-Party Requirements	49
23.7 Delays Beyond Control	49
23.8 Mitigation	49
23.9 Practical Training and Workplace Activities	49
24. Indemnity	49
24.1 Customer Indemnity	49
24.2 Participant Indemnity	50
24.3 Exclusions	50
24.4 Mitigation	50
24.5 Onsite Training	50
25. Force Majeure	50
25.1 Force Majeure Event	50
25.2 Suspension of Obligations	51
25.3 Notification	51
25.4 Mitigation	51
25.5 Rescheduling	51
25.6 Extended Force Majeure	51
25.7 No Default	52
25.8 Exclusions	52
25.9 Site Safety	52
26. Suspension and Termination	52

26.1 Suspension by Pipeline Training Australia.....	52
26.2 Termination for Material Breach.....	53
26.3 Immediate Termination.....	53
26.4 Customer Termination	53
26.5 Consequences of Termination.....	53
26.6 Return of Property.....	54
26.7 No Waiver.....	54
27. Dispute Resolution	54
27.1 Good Faith Discussions.....	54
27.2 Notice of Dispute.....	54
27.3 Negotiation.....	54
27.4 Mediation	54
27.5 Legal Proceedings.....	55
27.6 Urgent Relief.....	55
27.7 Continued Performance	55
27.8 Payment Obligations	55
28. Governing Law	55
28.1 Governing Law.....	55
28.2 Jurisdiction.....	55
28.3 Interstate Customers.....	55
29. General Provisions.....	55
29.1 Entire Agreement	55
29.2 Variation	55
29.3 Assignment	56
29.4 Severability	56
29.5 Waiver	56
29.6 Relationship of the Parties	56
29.7 Electronic Communications.....	56
29.8 Further Assurances.....	56
29.9 Survival	56
29.10 Interpretation.....	57

Schedule A – Cancellation and Refund Policy	58
Schedule B – Privacy Policy	59
PRIVACY & CONFIDENTIALITY POLICY	60
<i>'Request for Records Access' Procedure</i>	70
<i>Privacy Complaints Procedure</i>	72

1. Introduction

These Terms of Service govern the supply of training, assessment, recognition of prior learning (RPL), verification of competency (VOC), consultancy and related services by Metro Excavations & Plant Hire Pty Ltd trading as Pipeline Training Australia (Pipeline). By accepting a quotation, booking training, issuing a purchase order or permitting participants to attend training, the Customer agrees to these Terms unless otherwise agreed in writing by Pipeline.

2. Definitions

Unless the context otherwise requires:

Agreement means these Terms of Service together with any quotation, proposal, Booking Confirmation, Schedule and any other document expressly incorporated by reference.

Assessment means any process used by Pipeline Training Australia to determine whether a Participant has achieved the required competency, knowledge or skills, including written assessments, practical demonstrations, verbal questioning, workplace observations or any other assessment method.

Booking Confirmation means the written confirmation issued by Pipeline Training Australia confirming acceptance of a booking, including the agreed Services, participant numbers, delivery dates, location and pricing.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Confidential Information has the meaning given in Clause 20.

Credit Account means a trading account approved by Pipeline Training Australia under Clause 7 allowing payment after the Services have been provided.

Customer means the individual, company, organisation or other entity purchasing or requesting the Services.

Participant means any individual attending, participating in or undertaking the Services.

Pipeline means Metro Excavations & Plant Hire Pty Ltd ([72 003 824 002](#)) trading as Pipeline Training Australia (RTO 91431).

Purchase Order means any purchase order, procurement document or other purchasing instruction issued by the Customer.

Quotation means any written quotation, proposal or estimate issued by Pipeline.

RPL means Recognition of Prior Learning.

Services means any training, assessment, Recognition of Prior Learning (RPL), Verification of Competency (VOC), consultancy, courseware development or other services provided by Pipeline.

Statement of Attainment has the meaning given under the Standards for Registered Training Organisations (RTOs) and includes any successor document prescribed by law.

Terms means these Terms of Service, including all Schedules as amended from time to time.

VOC means Verification of Competency.

3. Scope of Services

3.1 Services

Pipeline Training Australia provides vocational education and training services as a Registered Training Organisation (RTO 91431), together with related education, assessment and consultancy services.

The Services may include, but are not limited to:

- a) nationally recognised training and assessment;
- b) non-accredited training;
- c) refresher training;
- d) verification of competency (VOC);
- e) recognition of prior learning (RPL);
- f) skills assessments;
- g) licensing and high risk work licence preparation courses;
- h) workplace competency assessments;
- i) practical workplace observations;
- j) consultancy and advisory services;
- k) development of training resources and learning materials;
- l) online, virtual classroom, blended and face-to-face training delivery; and
- m) any other services agreed between Pipeline Training Australia and the Customer.

3.2 Delivery Methods

Services may be delivered:

- a) at Pipeline Training Australia's training facilities;
- b) at the Customer's workplace;
- c) at a third-party venue;
- d) online;
- e) through virtual classroom delivery;
- f) through blended delivery combining online and face-to-face learning; or
- g) by any other delivery method agreed between the parties.

3.3 Compliance

Where nationally recognised training is provided, Pipeline Training Australia will deliver training and assessment in accordance with the Standards for Registered Training Organisations (RTOs), the applicable Training Package requirements, and any other relevant legislative or regulatory obligations.

3.4 Changes to Services

Pipeline Training Australia may make reasonable changes to the content, sequence, duration, delivery method, training materials, assessment methodology, trainers or assessors where necessary to:

- a) comply with legislative, regulatory or licensing requirements;
- b) comply with changes to nationally endorsed Training Packages or accredited courses;
- c) improve the quality of training or assessment;
- d) accommodate operational requirements; or
- e) address circumstances beyond Pipeline Training Australia's reasonable control.

Such changes will not materially reduce the learning outcomes of the Services.

3.5 Subcontractors

Pipeline Training Australia may engage suitably qualified employees, contractors, trainers, assessors or other service providers to deliver all or part of the Services.

Pipeline Training Australia remains responsible for the quality of Services delivered by its subcontractors and for ensuring compliance with applicable regulatory requirements.

3.6 No Guarantee of Licensing or Employment

Successful completion of training does not guarantee:

- a) the issue of a licence, permit, authorisation or accreditation by a regulator;
- b) employment;
- c) promotion;
- d) competency for work beyond the scope of the qualification or assessment completed; or
- e) acceptance by any employer, principal contractor, asset owner or network operator.

Participants remain responsible for satisfying any additional requirements imposed by regulators, employers or third parties.

4. Quotations and Acceptance

4.1 Quotations

Unless otherwise stated in writing, all quotations issued by Pipeline Training Australia are valid for thirty (30) days from the date of issue.

Quotations are invitations to treat only and do not constitute a binding offer capable of acceptance.

4.2 Pricing

Unless otherwise stated:

- a) all prices are expressed in Australian Dollars (AUD);
- b) prices are exclusive of GST, unless expressly stated otherwise;
- c) quotations are based on the information provided by the Customer at the time of quotation; and
- d) any variation to the scope of Services may result in revised pricing.

4.3 Acceptance

A quotation may be accepted by:

- a) providing written acceptance;
- b) issuing a Purchase Order;
- c) requesting Pipeline Training Australia to proceed with the Services;

- d) confirming participant attendance;
- e) paying a deposit or invoice; or
- f) any other conduct indicating acceptance of the quotation.

Acceptance of a quotation constitutes acceptance of these Terms of Service.

4.4 Formation of Contract

A binding agreement is formed when Pipeline Training Australia confirms acceptance of the Customer's booking in writing, including by email or by issuing a Booking Confirmation.

Pipeline Training Australia reserves the right to decline any booking prior to issuing a Booking Confirmation.

4.5 Variations

If, after acceptance of a quotation, the Customer requests any variation to the agreed Services, including changes to:

- participant numbers;
- course selection;
- delivery location;
- delivery dates;
- training duration;
- travel requirements; or
- any other aspect of the Services,

Pipeline Training Australia may revise the quotation to reflect the variation.

No variation is binding unless confirmed in writing by Pipeline Training Australia.

4.6 Errors and Omissions

Pipeline Training Australia reserves the right to correct any clerical, typographical, pricing, calculation or administrative error contained within a quotation at any time prior to commencement of the Services.

Where such an error materially affects the quotation, Pipeline Training Australia will notify the Customer and provide a revised quotation. The Customer may accept the revised quotation or cancel the booking without penalty.

4.7 Reliance on Customer Information

Quotations are prepared based on information supplied by the Customer.

If that information is incomplete, inaccurate or subsequently changes, Pipeline Training Australia may amend the quotation, delivery method, schedule or scope of Services accordingly.

4.8 No Exclusivity

Unless expressly agreed in writing, a quotation does not reserve training dates, trainers, equipment or facilities.

Training dates are secured only upon confirmation of the booking by Pipeline Training Australia and, where applicable, receipt of any required deposit or prepayment.

5. Bookings

5.1 Booking Requests

A booking request may be made by telephone, email, through Pipeline Training Australia's website, by submission of a Purchase Order, or by any other method accepted by Pipeline Training Australia.

Submission of a booking request does not constitute acceptance by Pipeline Training Australia.

5.2 Acceptance of Bookings

A booking is accepted only when Pipeline Training Australia issues a written booking confirmation or otherwise confirms acceptance in writing.

Pipeline Training Australia reserves the right to accept or decline any booking at its absolute discretion.

5.3 Information Required

The Customer must provide all information reasonably required to process the booking, including, where applicable:

- participant names;
- contact details;
- course selection;
- preferred training dates and location;
- purchase order details (if applicable);
- invoicing details;

- any prerequisite qualifications or licences;
- any reasonable adjustment requirements; and
- any other information reasonably requested by Pipeline Training Australia.

The Customer warrants that all information provided is accurate and complete.

5.4 Changes to Bookings

Any request to amend a confirmed booking, including participant substitutions, changes to participant numbers, training dates or locations, must be made in writing.

Pipeline Training Australia will use reasonable endeavours to accommodate requested changes but cannot guarantee availability.

Approved changes may be subject to additional fees in accordance with these Terms of Service.

5.5 Participant Substitutions

Unless a course requires pre-enrolment with a regulator, licensing authority or government agency, a Customer may substitute a participant prior to the commencement of training by providing written notice.

Replacement participants must satisfy all prerequisite requirements applicable to the course.

5.6 Minimum Participant Numbers

Pipeline Training Australia reserves the right to establish minimum participant numbers for private or onsite training courses.

Where minimum numbers are not achieved, Pipeline Training Australia may:

- a) proceed with the training at a revised price;
- b) reschedule the training;
- c) convert the booking to a public course; or
- d) cancel the booking and refund any monies paid.

5.7 Trainer Substitutions

Pipeline Training Australia may substitute trainers, assessors or other personnel where reasonably necessary, provided the replacement personnel hold the qualifications, competencies and authorisations required to deliver the Services.

Such substitutions do not constitute grounds for cancellation or refund.

5.8 Confirmation Prevails

The Booking Confirmation issued by Pipeline Training Australia records the agreed Services, participant numbers, dates, location and pricing.

In the event of any inconsistency between a Booking Confirmation and any Purchase Order or other Customer document, the Booking Confirmation prevails unless otherwise agreed in writing by Pipeline Training Australia.

6. Fees and Payment

6.1 Fees

The Customer agrees to pay the fees for the Services as specified in Pipeline Training Australia's quotation, Booking Confirmation, tax invoice or any other written agreement between the parties.

Unless otherwise stated, all fees are payable in Australian Dollars (AUD).

6.2 Goods and Services Tax (GST)

Unless expressly stated otherwise, all prices are exclusive of Goods and Services Tax (GST).

Where GST is payable, the Customer must pay the applicable GST in addition to the fees at the same time payment for the Services is due.

Pipeline Training Australia will issue a valid tax invoice in accordance with Australian taxation legislation.

6.3 Payment Terms

Unless otherwise agreed in writing:

- a) payment is required prior to the commencement of the Services;
- b) approved Credit Account Customers must pay invoices in accordance with their approved credit terms; and
- c) all invoices must be paid in full without deduction, set-off or withholding, except where required by law.

6.4 Deposits

Pipeline Training Australia may require a deposit or prepayment before confirming a booking.

Any required deposit will be specified in the quotation, Booking Confirmation or tax invoice.

Where a required deposit is not received by the due date, Pipeline Training Australia may cancel or reschedule the booking without liability.

6.5 Additional Charges

The Customer is responsible for any additional costs arising from changes requested by the Customer after acceptance of the booking, including but not limited to:

- additional participants;
- additional training days;
- changes to delivery locations;
- travel and accommodation;
- equipment hire;
- venue hire;
- regulator fees;
- licence application fees; and
- any other additional costs agreed between the parties.

Pipeline Training Australia will advise the Customer of any additional charges before they are incurred where reasonably practicable.

6.6 Overdue Accounts

Where payment is not received by the due date, Pipeline Training Australia may, without limiting any other rights available:

- a) charge interest in accordance with the approved Credit Account terms;
- b) suspend or refuse future bookings or Services;
- c) suspend any approved Credit Account;
- d) require future bookings to be prepaid;
- e) recover any reasonable costs incurred in collecting outstanding amounts; and
- f) exercise any other rights available under these Terms of Service or at law.

6.7 Allocation of Payments

Pipeline Training Australia may apply payments received against any outstanding invoice or debt owed by the Customer, regardless of any payment reference or remittance advice provided by the Customer.

6.8 No Right of Set-Off

The Customer must pay all invoices in full and may not withhold, deduct, reduce or set off any amount against monies owed to Pipeline Training Australia unless required by law or agreed in writing by Pipeline Training Australia.

6.9 Payment Disputes

If the Customer disputes an invoice, the Customer must notify Pipeline Training Australia in writing within seven (7) Business Days of the invoice date, specifying the reasons for the dispute.

The Customer must pay all undisputed amounts by the due date.

The parties will use reasonable endeavours to resolve any disputed amount promptly.

7. Credit Accounts

7.1 Approval of Credit Accounts

Pipeline Training Australia may, at its sole discretion, approve a Customer for a Credit Account.

The granting of a Credit Account does not obligate Pipeline Training Australia to provide credit for any particular booking or transaction.

7.2 Credit Terms

Approved Credit Accounts are subject to the payment terms, credit limits and other conditions specified in the Customer's approved Credit Application or otherwise advised in writing by Pipeline Training Australia.

Pipeline Training Australia may amend, suspend or withdraw a Credit Account by providing reasonable written notice to the Customer. However, Pipeline Training Australia may immediately suspend or withdraw a Credit Account where the Customer has failed to pay amounts due, exceeded its approved credit limit, is reasonably suspected of being insolvent, or has otherwise committed a material breach of these Terms of Service.

7.3 Credit Limits

Pipeline Training Australia may establish and vary credit limits for any Customer at its absolute discretion.

The Customer must ensure that the value of outstanding invoices does not exceed its approved credit limit unless otherwise agreed in writing.

7.4 Suspension of Credit

Pipeline Training Australia may suspend or cancel a Credit Account immediately where:

- a) an account becomes overdue;
- b) the Customer exceeds its approved credit limit;
- c) the Customer breaches these Terms of Service;
- d) Pipeline Training Australia reasonably believes there is an increased risk of non-payment; or

e) the Customer becomes insolvent or is reasonably suspected of being insolvent.

During any suspension period, Pipeline Training Australia may require payment in advance before providing further Services.

7.5 Interest on Overdue Accounts

Unless otherwise agreed in writing, Pipeline Training Australia may charge interest on overdue amounts at the rate specified in the Customer's approved Credit Application, calculated from the due date until payment is received in full.

The charging of interest does not waive any other rights available to Pipeline Training Australia.

7.6 Recovery Costs

The Customer must reimburse Pipeline Training Australia for all reasonable costs incurred in recovering overdue amounts, including debt collection agency fees, legal costs on a solicitor and own client basis, court filing fees and any other reasonable enforcement costs.

7.7 Allocation of Credit

Pipeline Training Australia may apply available credit against any outstanding amount owed by the Customer.

Acceptance of payment for one invoice does not prevent Pipeline Training Australia from recovering any other outstanding debt.

7.8 Security

Where Pipeline Training Australia reasonably considers additional security necessary, it may require the Customer to provide:

- a director's or personal guarantee;
- advance payment;
- a deposit;
- additional credit information; or
- any other reasonable security,

before continuing to provide Services on credit.

7.9 No Waiver

Failure by Pipeline Training Australia to enforce any payment obligation or exercise any right relating to a Credit Account does not constitute a waiver of that right.

Pipeline Training Australia may enforce its rights at any time.

8. Purchase Orders

8.1 Purchase Orders

Where requested by the Customer, Pipeline Training Australia may accept a Purchase Order for administrative purposes, including confirming the agreed Services, participant numbers, delivery dates, delivery locations, pricing and invoicing requirements.

8.2 Administrative Purpose

Acceptance of a Purchase Order is solely for the purpose of facilitating the administration of the Services and confirming the Customer's booking.

Acceptance of a Purchase Order does not constitute acceptance of any terms and conditions contained within, attached to, or incorporated by reference into the Purchase Order.

8.3 Customer Terms

Unless expressly agreed in writing by an authorised representative of Pipeline Training Australia, any terms and conditions contained within, attached to, or referenced by a Purchase Order, procurement portal, supplier onboarding process, vendor registration process or any other Customer document are expressly rejected and do not form part of the agreement between the parties.

8.4 Purchase Order Information

Where a Purchase Order is required by the Customer, the Customer is responsible for ensuring it accurately reflects the agreed Services and includes all information reasonably required for invoicing and administration, including where applicable:

- Purchase Order number;
- legal entity name;
- billing address;
- contact details;
- agreed Services;
- participant numbers;
- agreed pricing; and
- any other information reasonably required by Pipeline Training Australia.

Failure to provide a Purchase Order does not relieve the Customer of its obligation to pay for Services that have been properly ordered, delivered or performed.

8.5 Customer Procurement Processes

The Customer remains responsible for obtaining any internal approvals required before requesting Pipeline Training Australia to provide the Services.

Pipeline Training Australia is not responsible for delays, cancellations or additional costs arising from the Customer's internal procurement, approval or Purchase Order processes.

9. Order of Precedence

9.1 Order of Precedence

Unless otherwise expressly agreed in writing by Pipeline Training Australia, the following documents apply in the order of precedence set out below:

- a) any written agreement executed by both parties;
- b) Pipeline Training Australia's quotation or proposal;
- c) Pipeline Training Australia's Booking Confirmation;
- d) these Terms of Service; and
- e) the Customer's Purchase Order, but only to the extent that it is consistent with the documents listed above and solely for administrative purposes.

9.2 Conflicting Terms

Where there is any inconsistency between the documents listed in Clause 9.1, the document with the higher order of precedence will prevail to the extent of the inconsistency.

9.3 Customer Documents

Any additional or inconsistent terms contained within a Purchase Order, procurement portal, supplier onboarding process, vendor registration, or other Customer document are expressly rejected and do not form part of the agreement between the parties unless Pipeline Training Australia has expressly accepted those terms in writing, signed by an authorised representative.

9.4 No Implied Acceptance

No action taken by Pipeline Training Australia, including:

- accepting a Purchase Order;
- commencing the Services;
- delivering training or assessment;
- issuing invoices;

- accepting payment; or
- corresponding with the Customer,

constitutes acceptance of any Customer terms and conditions unless Pipeline Training Australia has expressly agreed to those terms in writing.

10. Customer Responsibilities

10.1 General Responsibilities

The Customer must cooperate with Pipeline Training Australia and do all things reasonably necessary to enable the Services to be delivered safely, efficiently and in accordance with these Terms of Service.

10.2 Information

The Customer must provide all information reasonably requested by Pipeline Training Australia that is necessary for the delivery of the Services, including but not limited to:

- a) participant details;
- b) billing information;
- c) Purchase Order details (where applicable);
- d) course prerequisites;
- e) workplace information relevant to onsite training;
- f) any known hazards or site-specific safety requirements; and
- g) any other information reasonably required to deliver the Services.

The Customer warrants that all information provided is accurate, complete and current.

10.3 Participant Eligibility

The Customer is responsible for ensuring that each Participant:

- a) is enrolled in the correct course;
- b) satisfies any prerequisite requirements;
- c) holds any licences, qualifications or experience required for the course;
- d) is physically capable of undertaking the practical components of the training, unless reasonable adjustments have been agreed; and

e) has been informed of any pre-course requirements advised by Pipeline Training Australia.

10.4 Onsite Training

Where Services are delivered at the Customer's premises or another location arranged by the Customer, the Customer must ensure that:

- a) the training venue is safe and suitable;
- b) all plant, equipment and facilities required for the training are available, safe and fit for purpose;
- c) all required permits and site access approvals have been obtained;
- d) Participants have access to appropriate amenities and welfare facilities; and
- e) Pipeline Training Australia's personnel are provided with a safe working environment in accordance with applicable work health and safety legislation.

10.5 Compliance with Laws

The Customer is responsible for complying with all applicable laws, regulations, codes of practice and workplace policies relevant to the delivery of the Services at the Customer's premises.

10.6 Delays

The Customer acknowledges that delays caused by the Customer, its personnel or its contractors may affect the delivery of the Services.

Where such delays result in additional costs being incurred by Pipeline Training Australia, the Customer may be charged those reasonable additional costs.

10.7 Customer Equipment

Where the Customer provides plant, equipment, machinery, tools or other resources for use during the Services, the Customer warrants that such equipment:

- a) is safe;
- b) has been properly maintained;
- c) complies with applicable legislation and Australian Standards (where applicable);
- d) is suitable for the intended training or assessment; and
- e) may be lawfully used for training and assessment purposes.

Pipeline Training Australia may refuse to use any equipment that it reasonably considers to be unsafe, defective or unsuitable.

10.8 Site Access

The Customer must provide Pipeline Training Australia with reasonable access to the training location, including any necessary inductions, security clearances, parking arrangements and site-specific information required for the efficient delivery of the Services.

10.9 Cooperation

The Customer must promptly respond to reasonable requests for information, approvals or decisions that are necessary for Pipeline Training Australia to perform the Services.

Failure to do so may result in delays, rescheduling or additional charges.

10.10 Authority to Suspend or Cease Training

Pipeline Training Australia may suspend or cease the delivery of the Services where it reasonably considers that continuing would present an unacceptable risk to the health or safety of any person, involve unsafe plant or equipment, or otherwise breach applicable legislation or regulatory requirements. Any resulting delay or rescheduling will not constitute a breach of these Terms by Pipeline Training Australia.

11. Participant Responsibilities

11.1 Compliance

Each Participant must comply with:

- a) the reasonable directions of Pipeline Training Australia's trainers, assessors and staff;
- b) all applicable workplace health and safety legislation;
- c) all lawful directions of the host site where training is conducted;
- d) any site rules, policies or procedures applicable to the training location; and
- e) these Terms of Service.

11.2 Conduct

Participants must behave in a respectful, professional and safe manner at all times.

Pipeline Training Australia may remove or exclude any Participant whose behaviour is disruptive, abusive, threatening, discriminatory, unsafe or otherwise prevents the effective delivery of the Services.

Removal from training under this clause does not entitle the Customer or Participant to a refund.

11.3 Attendance

Participants are responsible for attending the scheduled training at the nominated time and location and for remaining in attendance for the duration of the course unless otherwise approved by Pipeline Training Australia.

Late arrival, extended absences or early departure may prevent successful completion of the course or assessment.

11.4 Identification

Participants must provide photographic identification and any licences, qualifications, permits or other evidence of eligibility reasonably required by Pipeline Training Australia or by a relevant regulator prior to commencing training or assessment.

11.5 Fitness for Training

Participants must ensure they are fit to safely undertake the training and assessment activities.

Participants must not attend training while affected by alcohol, illegal drugs or any medication or medical condition that may impair their ability to safely participate, unless appropriate arrangements have been agreed with Pipeline Training Australia.

Pipeline Training Australia may refuse participation where it reasonably believes a Participant is not fit to undertake the Services safely.

11.6 Personal Protective Equipment

Where personal protective equipment (PPE) is required, Participants must wear suitable PPE as instructed by Pipeline Training Australia or the host site.

Participants who fail to wear the required PPE may be excluded from practical training activities.

11.7 Learning and Assessment

Participants must complete all required learning activities, practical exercises and assessments honestly and independently unless collaboration is expressly permitted.

Any form of cheating, plagiarism, falsification of evidence or other academic misconduct may result in assessment being deemed not yet competent, removal from the course, and reporting to relevant authorities where required.

11.8 Damage to Property

Participants are expected to exercise reasonable care when using Pipeline Training Australia's facilities, equipment and training resources.

Participants may be held responsible for damage caused by wilful misconduct, reckless behaviour or deliberate misuse of equipment.

11.9 Mobile Phones and Recording

To minimise disruption and protect the privacy of others, mobile phones should be silenced during training unless required for learning activities or an emergency.

Participants must not photograph, video record or audio record training sessions, assessment activities or other Participants without the prior consent of Pipeline Training Australia.

11.10 Health and Safety

Participants must immediately report any injury, illness, hazard, incident or unsafe condition to the trainer or assessor.

Participants must cease any activity that they reasonably believe presents an immediate risk to health or safety and promptly notify the trainer or assessor.

11.11 Assessment Outcomes

Successful completion of a course requires the Participant to demonstrate competency against the requirements of the relevant training product or assessment criteria.

Attendance alone does not guarantee the successful completion of training, the issue of a qualification or Statement of Attainment, or the granting of any licence, permit or other authorisation.

12. Eligibility and Course Prerequisites

12.1 Prerequisite Requirements

Certain Services require Participants to satisfy prerequisite requirements before commencing training or assessment.

Prerequisites may include, but are not limited to:

- a) minimum age requirements;
- b) previous qualifications or Statements of Attainment;
- c) licences, permits or authorisations;
- d) industry experience;
- e) language, literacy, numeracy and digital literacy requirements;
- f) physical capability requirements; or
- g) any other eligibility criteria specified by Pipeline Training Australia or a regulatory authority.

12.2 Customer Responsibility

The Customer is responsible for ensuring that all Participants satisfy the applicable prerequisite requirements prior to the commencement of the Services.

12.3 Participant Responsibility

Each Participant is responsible for providing accurate and complete evidence of any prerequisite qualifications, licences, Statements of Attainment or other eligibility requirements requested by Pipeline Training Australia.

12.4 Verification

Pipeline Training Australia may verify prerequisite evidence before or during the delivery of the Services.

Where sufficient evidence is not provided, Pipeline Training Australia may refuse the Participant entry to the course or assessment until the prerequisite requirements have been satisfied.

12.5 Failure to Meet Prerequisites

If a Participant does not satisfy the applicable prerequisite requirements, Pipeline Training Australia may, at its discretion:

- a) refuse the Participant entry to the course;
- b) remove the Participant from the course;
- c) transfer the Participant to an alternative course where appropriate;
- d) reschedule the Participant to a later course once the prerequisites have been met; or
- e) treat the booking as a cancellation in accordance with the Cancellation and Refund Policy.

12.6 Regulatory Requirements

Some nationally recognised training courses, licensing courses or industry authorisations are subject to additional legislative or regulatory requirements imposed by government agencies, regulators, asset owners or network operators.

Pipeline Training Australia is not responsible where a Participant is unable to obtain a licence, permit, authorisation or other approval because those external requirements have not been met.

12.7 Reasonable Adjustments

Where a Participant advises Pipeline Training Australia of a disability, medical condition or other circumstance that may affect their participation, Pipeline Training Australia will consider reasonable adjustments in accordance with applicable legislation and regulatory requirements.

Reasonable adjustments will not compromise the integrity of the assessment process or the competency requirements of the relevant training product.

12.8 No Waiver

If Pipeline Training Australia permits a Participant to commence training while prerequisite evidence is being verified, this does not constitute a waiver of the prerequisite requirements.

Pipeline Training Australia may withhold assessment outcomes, Statements of Attainment, qualifications or other certification until all prerequisite requirements have been satisfied.

13. Onsite Training Requirements

13.1 Application

This clause applies where Pipeline Training Australia delivers the Services at premises or locations provided or nominated by the Customer.

13.2 Suitable Training Environment

The Customer must provide a training environment that is safe, suitable and fit for the delivery of the Services.

The training environment must be appropriate for both theoretical instruction and practical assessment, having regard to the applicable training product, assessment requirements and relevant work health and safety legislation.

13.3 Facilities

Unless otherwise agreed in writing, the Customer must provide appropriate facilities, including where applicable:

- a) a suitable training room;
- b) tables and seating for Participants;
- c) adequate lighting and ventilation;
- d) access to toilets and drinking water;
- e) suitable amenities for Participants and trainers;
- f) electrical power where required;
- g) internet access where reasonably required;
- h) secure access to the training location; and
- i) any other facilities reasonably required to deliver the Services.

13.4 Plant and Equipment

Where the Customer is responsible for providing plant, equipment, vehicles, machinery, tools or materials for training or assessment, the Customer warrants that such equipment:

- a) is safe and fit for its intended purpose;
- b) has been properly maintained and serviced;
- c) complies with all applicable legislation, Australian Standards and manufacturer's requirements;
- d) is legally available for use during the Services; and
- e) is suitable for assessment against the applicable competency requirements.

Pipeline Training Australia may inspect any equipment before use and may refuse to use equipment that it reasonably considers to be unsafe, defective or unsuitable.

13.5 Site Access

The Customer must ensure that Pipeline Training Australia's personnel are provided with timely access to the training location, including any necessary inductions, security clearances, permits, escorts or access approvals.

Where access is delayed or denied, Pipeline Training Australia will not be responsible for any resulting delay in the delivery of the Services.

13.6 Work Health and Safety

The Customer must comply with all applicable work health and safety legislation and must inform Pipeline Training Australia of:

- a) known hazards;
- b) site-specific risks;
- c) emergency procedures;
- d) relevant site rules;
- e) required personal protective equipment; and
- f) any other information necessary to enable the Services to be delivered safely.

13.7 Unsafe Conditions

Pipeline Training Australia may suspend, postpone or cease the delivery of the Services where it reasonably believes that:

- a) the training environment is unsafe;

- b) plant or equipment is unsafe or unsuitable;
- c) work health and safety legislation may be breached;
- d) Participants or personnel are exposed to an unacceptable level of risk; or
- e) the Customer has failed to comply with its obligations under this clause.

Where reasonably practicable, Pipeline Training Australia will consult with the Customer before suspending or ceasing the Services.

13.8 Delays and Additional Costs

Where the Customer's failure to comply with this clause results in delays, additional travel, additional trainer time, rescheduling or other additional costs, the Customer is responsible for those reasonable additional costs.

13.9 Regulatory Compliance

Where training or assessment is conducted using the Customer's workplace, equipment or systems, the Customer acknowledges that Pipeline Training Australia must comply with the requirements of the applicable training product, relevant legislation and regulatory standards.

Pipeline Training Australia may modify, suspend or discontinue any training or assessment activity where necessary to maintain compliance with those requirements.

13.10 Operational Interruptions

The Customer acknowledges that practical training and assessment may require the temporary use of plant, equipment, work areas or other operational resources.

The Customer is responsible for ensuring that such resources are available for the agreed training period. Pipeline Training Australia is not responsible for delays to training or assessment where the required resources become unavailable due to the Customer's operational requirements or activities.

14. Changes, Cancellations and Refunds

14.1 Requests for Changes

Any request to change a confirmed booking, including participant numbers, participant substitutions, training dates, locations or course selection, must be made in writing.

Pipeline Training Australia will use reasonable endeavours to accommodate requested changes but does not guarantee that changes can be accommodated.

Approved changes may result in revised pricing or additional charges.

14.2 Customer Cancellation

The Customer may cancel a booking by providing written notice to Pipeline Training Australia.

Cancellation charges and any applicable refunds will be determined in accordance with **Schedule A – Cancellation and Refund Policy**, which forms part of these Terms of Service.

14.3 Participant Substitutions

Subject to any regulatory or prerequisite requirements, the Customer may substitute Participants before the commencement of the Services by providing written notice.

Replacement Participants must satisfy all eligibility and prerequisite requirements applicable to the course.

14.4 Failure to Attend

Where a Participant fails to attend all or part of the Services without prior approval from Pipeline Training Australia:

- a) the booking may be treated as a cancellation;
- b) cancellation fees may apply in accordance with Schedule A; and
- c) any rescheduling will be at Pipeline Training Australia's discretion and may incur additional charges.

14.5 Customer Delays

Where the Customer causes delays that prevent the Services from being delivered as scheduled, Pipeline Training Australia may:

- a) reschedule the Services;
- b) charge reasonable additional costs incurred as a result of the delay; or
- c) treat the booking as cancelled where the Services cannot reasonably proceed.

14.6 Cancellation by Pipeline Training Australia

Pipeline Training Australia may cancel or reschedule the Services where reasonably necessary due to circumstances including, but not limited to:

- a) trainer illness or unavailability;
- b) insufficient participant numbers;
- c) unsafe training conditions;
- d) equipment failure;
- e) severe weather;

f) regulatory requirements; or

g) any circumstance beyond Pipeline Training Australia's reasonable control.

Where Pipeline Training Australia cancels the Services, it will use reasonable endeavours to offer an alternative training date or provide a refund of any fees paid for the affected Services.

14.7 Refunds

Refunds will be assessed in accordance with Schedule A – Cancellation and Refund Policy.

Where a refund is approved, it will be paid to the original payer unless otherwise agreed in writing.

14.8 Non-Refundable Costs

Where Pipeline Training Australia has incurred reasonable third-party costs on behalf of the Customer before cancellation, including venue hire, equipment hire, travel, accommodation, catering, regulator fees or similar expenses, those costs may be deducted from any refund or charged separately where they cannot reasonably be recovered.

14.9 No Refund

Unless otherwise required by law or expressly agreed in writing, no refund is payable where:

- a) a Participant is removed from training due to misconduct;
- b) a Participant fails to satisfy course prerequisites;
- c) a Participant is deemed not yet competent following assessment;
- d) the Customer cancels outside the applicable refund period specified in Schedule A; or
- e) the Customer or Participant otherwise fails to comply with these Terms of Service.

14.10 Australian Consumer Law

Nothing in this clause limits any rights or remedies available under the Australian Consumer Law.

15. Assessment, Competency and Certification

15.1 Assessment Requirements

Where the Services include assessment, Participants must successfully complete all assessment requirements applicable to the relevant training product, qualification, skill set, unit of competency or non-accredited course.

Assessment may include written assessments, practical demonstrations, verbal questioning, workplace observations, projects, third-party reports or any other assessment methods considered appropriate by Pipeline Training Australia.

15.2 Competency

Competency will be determined solely by appropriately qualified and authorised assessors appointed by Pipeline Training Australia.

A Participant will be assessed as competent only where the assessor is satisfied that the Participant has demonstrated the knowledge, skills and performance evidence required by the applicable training product or assessment criteria.

15.3 No Guarantee of Competency

Participation in training, attendance at a course or payment of course fees does not guarantee:

- a) a competent assessment outcome;
- b) the issue of a qualification, Statement of Attainment or certificate;
- c) the issue of a licence, permit or authorisation by any regulator; or
- d) acceptance by any employer, principal contractor, asset owner or network operator.

15.4 Assessment Integrity

Participants must complete all assessment activities honestly and in accordance with Pipeline Training Australia's assessment requirements.

Pipeline Training Australia may invalidate assessment results where it reasonably believes that plagiarism, cheating, collusion, impersonation, falsification of evidence or any other form of academic misconduct has occurred.

15.5 Assessment Evidence

Pipeline Training Australia may collect, retain and use assessment evidence for the purposes of:

- a) determining competency;
- b) quality assurance;
- c) validation and moderation;
- d) regulatory compliance;
- e) audits; and
- f) any other lawful purpose connected with the delivery of the Services.

Assessment evidence may include written work, completed assessment instruments, observation records, photographs, video recordings, audio recordings or other evidence, subject to applicable privacy legislation.

15.6 Certification

Subject to the Participant successfully meeting all assessment requirements, satisfying any applicable eligibility and prerequisite requirements, and Pipeline Training Australia complying with all applicable legislative and regulatory obligations, Pipeline Training Australia will issue the relevant qualification, Statement of Attainment or other certification within the timeframes required by applicable legislation and the Standards for Registered Training Organisations (RTOs).

15.7 Statements of Attainment

Unless otherwise required by law, applicable regulatory requirements, government funding conditions or a written credit arrangement with the Customer, Pipeline Training Australia may withhold the release of qualifications, Statements of Attainment, certificates or other certification until all fees and charges relating to the Services have been paid in full.

Where a Customer has an approved Credit Account, Pipeline Training Australia may release certification in accordance with the approved credit terms, notwithstanding that payment has not yet been received.

15.8 Replacement Certificates

Nothing in these Terms of Service permits Pipeline Training Australia to withhold qualifications, Statements of Attainment or other certification where doing so would be inconsistent with applicable legislation, the Standards for Registered Training Organisations (RTOs), government funding requirements or any other regulatory obligation.

15.9 Verification of Results

Pipeline Training Australia may verify the authenticity of qualifications, Statements of Attainment or other certification issued by it where requested by employers, regulators or other authorised persons, subject to applicable privacy legislation.

15.10 Regulatory Compliance

Pipeline Training Australia may withhold certification where it is required to do so in order to comply with applicable legislation, regulatory requirements or the Standards for Registered Training Organisations.

16. Recognition of Prior Learning (RPL)

16.1 Availability of RPL

Pipeline Training Australia may offer Recognition of Prior Learning (RPL) for qualifications, skill sets or units of competency where permitted by the applicable training product and regulatory requirements.

RPL enables Participants to have existing knowledge, skills and experience assessed against the requirements of the relevant training product.

16.2 Application for RPL

Participants seeking RPL must submit an application in the form required by Pipeline Training Australia and provide all information reasonably requested to support the application.

Pipeline Training Australia may require the application to be submitted before training commences or within another timeframe specified by Pipeline Training Australia.

16.3 Evidence Requirements

The Participant is responsible for providing sufficient, authentic, valid, current and reliable evidence to support an RPL application.

Evidence may include, but is not limited to:

- a) qualifications and Statements of Attainment;
- b) licences and industry authorisations;
- c) employment history;
- d) resumes or curriculum vitae;
- e) workplace documents;
- f) logbooks;
- g) photographs or videos;
- h) third-party reports;
- i) work samples; and
- j) any other evidence reasonably requested by Pipeline Training Australia.

16.4 Additional Assessment

Pipeline Training Australia may require a Participant applying for RPL to undertake one or more additional assessment activities to verify competency, including:

- a) practical demonstrations;
- b) workplace observations;
- c) verbal questioning;
- d) written assessments;
- e) interviews;
- f) challenge tests; or
- g) any other assessment activity considered reasonably necessary by the assessor.

16.5 Assessor Determination

Recognition of Prior Learning will only be granted where the assessor is satisfied that the evidence demonstrates the Participant has met all requirements of the applicable unit of competency or training product.

The assessor's decision will be based on the principles of assessment and the rules of evidence.

16.6 Partial Recognition

Where the evidence demonstrates competency in only part of a qualification, skill set or course, Pipeline Training Australia may:

- a) grant RPL for individual units of competency;
- b) require gap training;
- c) require further assessment; or
- d) recommend enrolment into the relevant training program.

16.7 Fees

RPL fees will be those advised by Pipeline Training Australia at the time the application is made.

Payment of an RPL fee does not guarantee that RPL will be granted.

16.8 Outcome of Assessment

Pipeline Training Australia will advise the Participant of the outcome of the RPL assessment as soon as reasonably practicable after completion of the assessment process.

16.9 Appeals

A Participant who is dissatisfied with an RPL assessment outcome may request a review or lodge an appeal in accordance with Pipeline Training Australia's Complaints and Appeals Policy.

16.10 No Guarantee

The submission of an RPL application, payment of any applicable fee or participation in the RPL assessment process does not guarantee that Recognition of Prior Learning will be granted.

16.11 False or Misleading Information

The Participant warrants that all information and evidence submitted in support of an RPL application is true, accurate and complete.

Where Pipeline Training Australia reasonably believes that evidence has been falsified, altered, misrepresented or fraudulently obtained, it may:

- a) refuse or discontinue the RPL assessment;
- b) reject the RPL application;
- c) withdraw any assessment outcome where permitted by law;
- d) report the matter to the relevant regulatory or licensing authority where required or authorised by law; and
- e) take any other action reasonably necessary to protect the integrity of its assessment processes.

17. Appeals and Complaints

17.1 Commitment

Pipeline Training Australia is committed to providing high-quality training and assessment services and to resolving complaints and appeals fairly, transparently, confidentially and in a timely manner.

17.2 Right to Make a Complaint or Appeal

Participants, Customers and other stakeholders may lodge a complaint or appeal regarding the Services provided by Pipeline Training Australia.

Without limitation, complaints or appeals may relate to:

- a) training delivery;
- b) assessment decisions;
- c) Recognition of Prior Learning (RPL) outcomes;
- d) customer service;
- e) administrative processes;

- f) the conduct of trainers, assessors or staff; or
- g) any other matter arising from the delivery of the Services.

17.3 Lodgement

Complaints and appeals should be submitted in writing to Pipeline Training Australia as soon as reasonably practicable after the matter giving rise to the complaint or appeal.

Pipeline Training Australia may request additional information where reasonably necessary to investigate the matter.

17.4 Procedure

All complaints and appeals will be managed in accordance with Pipeline Training Australia's **Complaints and Appeals Policy**, as amended from time to time.

The current version of the policy is available upon request or from Pipeline Training Australia's website.

17.5 Natural Justice

Pipeline Training Australia will manage complaints and appeals in accordance with the principles of procedural fairness and natural justice.

Each party will be given a reasonable opportunity to present relevant information before a decision is made.

17.6 Review and Outcome

Pipeline Training Australia will investigate complaints and appeals and provide the complainant or appellant with a written outcome within a reasonable timeframe, or advise where additional time is required due to the complexity of the matter.

17.7 External Review

Where a complainant or appellant is dissatisfied with the outcome of the internal process, they may access an appropriate external review process where such a process is available under applicable legislation or regulatory requirements.

Pipeline Training Australia will cooperate with any external review process as required by law.

17.8 Continuous Improvement

Pipeline Training Australia may use information arising from complaints and appeals to identify opportunities for continuous improvement of its training, assessment and business processes.

17.9 No Victimisation

A person who lodges a genuine complaint or appeal in good faith will not be disadvantaged or subjected to victimisation solely because they have exercised their right to make a complaint or appeal.

17.10 Commercial Disputes

Nothing in this clause limits either party's rights in relation to commercial disputes arising under these Terms of Service, including disputes relating to fees, payment, cancellations or contractual obligations, which may be dealt with in accordance with **Clause 26 – Dispute Resolution**.

18. Reassessment

18.1 Reassessment Opportunities

Where a Participant is assessed as **Not Yet Competent (NYC)**, Pipeline Training Australia may offer the Participant an opportunity to undertake reassessment, subject to the requirements of the relevant training product, regulatory obligations and these Terms of Service.

18.2 Additional Training

Pipeline Training Australia may require a Participant to undertake additional training, coaching or workplace practice before reassessment where it reasonably considers that further development is necessary to demonstrate competency.

18.3 Reassessment Fees

Unless otherwise stated in the quotation, Booking Confirmation or applicable course information, Pipeline Training Australia may charge a reasonable fee for reassessment.

Any applicable reassessment fees will be advised to the Customer or Participant before the reassessment is undertaken.

18.4 Scheduling

Reassessments will be scheduled at a time and location determined by Pipeline Training Australia, having regard to trainer availability, assessment resources and any applicable regulatory requirements.

18.5 Timeframes

Where applicable, reassessment must be completed within any timeframe specified by the relevant training product, regulator or Pipeline Training Australia's assessment policies.

If a reassessment is not completed within the applicable timeframe, the Participant may be required to undertake further training or recommence the course.

18.6 Competency Decisions

The outcome of any reassessment will be determined by an appropriately qualified and authorised assessor in accordance with the applicable assessment requirements.

A reassessment does not guarantee a competent outcome.

18.7 Multiple Reassessments

Pipeline Training Australia may limit the number of reassessment opportunities where:

- a) further reassessment is unlikely to result in a competent outcome;
- b) regulatory requirements limit reassessment opportunities;
- c) the integrity of the assessment process may be compromised; or
- d) the Participant has failed to make reasonable efforts to demonstrate competency.

Where further reassessment is not appropriate, Pipeline Training Australia may recommend additional training or re-enrolment.

18.8 Re-Enrolment

Where a Participant is unable to demonstrate competency following reassessment, Pipeline Training Australia may require the Participant to re-enrol in the relevant course or part of the course before undertaking further assessment.

18.9 Failure to Attend Reassessment

Where a Participant fails to attend a scheduled reassessment without providing reasonable notice, Pipeline Training Australia may treat the reassessment opportunity as forfeited.

Any further reassessment will be at the discretion of Pipeline Training Australia and may be subject to additional fees.

19. Intellectual Property

19.1 Ownership

Unless otherwise agreed in writing, all intellectual property rights in the Services and all associated materials remain the property of Pipeline Training Australia or its licensors.

This includes, without limitation:

- a) training materials;
- b) learner guides;
- c) assessment tools;
- d) presentations;
- e) manuals;
- f) policies and procedures;

- g) templates and forms;
- h) videos, images and other multimedia content;
- i) online learning resources;
- j) courseware;
- k) trademarks, logos and branding; and
- l) any other material developed, supplied or used by Pipeline Training Australia in connection with the Services.

19.2 Licence to Use

Upon payment of the applicable fees, Pipeline Training Australia grants the Customer and Participants a non-exclusive, non-transferable, revocable licence to use the training materials solely for the purpose of participating in the Services.

No ownership rights are transferred under this licence.

19.3 Restrictions

Unless required by law or expressly authorised in writing by Pipeline Training Australia, the Customer and Participants must not:

- a) copy, reproduce or distribute training materials;
- b) modify or adapt any training materials;
- c) upload training materials to the internet or any shared platform;
- d) sell, licence or commercially exploit any training materials;
- e) remove or alter copyright notices or branding; or
- f) use the training materials for the delivery of training by another organisation or person.

19.4 Customer Intellectual Property

The Customer retains ownership of any intellectual property it provides to Pipeline Training Australia.

The Customer grants Pipeline Training Australia a non-exclusive, royalty-free licence to use that intellectual property only to the extent reasonably necessary to deliver the Services.

19.5 Feedback

Pipeline Training Australia may use feedback, suggestions or recommendations provided by Customers or Participants for the purpose of improving its Services.

Such use does not transfer ownership of Pipeline Training Australia's intellectual property or entitle the Customer or Participant to any compensation.

19.6 Copyright

All training materials supplied by Pipeline Training Australia are protected by Australian copyright laws and applicable international copyright treaties.

Unauthorised reproduction or distribution may constitute an infringement of copyright and may result in legal action.

19.7 Return of Materials

Upon request, the Customer and Participants must return or securely destroy any confidential training materials that Pipeline Training Australia reasonably requests be returned or destroyed, except where retention is required by law.

19.8 Recording of Training

Participants and Customers must not photograph, video record, audio record, livestream or otherwise reproduce any training session, assessment activity or training material without the prior written consent of Pipeline Training Australia.

Any authorised recording remains subject to the intellectual property rights of Pipeline Training Australia and must not be copied, distributed or used for any purpose other than that for which consent was granted.

19.9 Courseware Development

Where Pipeline Training Australia develops or customises training materials for a Customer, all intellectual property rights in those materials remain vested in Pipeline Training Australia unless a separate written agreement expressly provides otherwise.

The Customer receives only the licence described in Clause 19.2.

20. Confidentiality

20.1 Confidential Information

For the purposes of these Terms of Service, **Confidential Information** means any non-public information disclosed by one party to the other in connection with the Services, whether orally, electronically or in writing, including but not limited to:

- a) commercial information;
- b) business operations;
- c) pricing and quotations;

- d) training materials;
- e) assessment materials;
- f) customer information;
- g) participant information;
- h) technical information;
- i) trade secrets; and
- j) any other information that a reasonable person would understand to be confidential.

20.2 Confidentiality Obligations

Each party must:

- a) keep Confidential Information confidential;
- b) use Confidential Information only for the purposes of performing or receiving the Services;
- c) take reasonable steps to protect Confidential Information from unauthorised access, use or disclosure; and
- d) not disclose Confidential Information to any third party except as permitted by these Terms of Service or required by law.

20.3 Permitted Disclosures

A party may disclose Confidential Information:

- a) to its employees, officers, contractors, advisers or professional consultants who have a legitimate need to know the information for the purposes of these Terms of Service and who are subject to appropriate confidentiality obligations;
- b) where required by law, a court or tribunal;
- c) where required by a government agency or regulator, including ASQA, State Training Authorities or licensing authorities; or
- d) with the prior written consent of the other party.

20.4 Exclusions

Confidential Information does not include information that:

- a) is or becomes publicly available other than through a breach of these Terms of Service;
- b) was lawfully known to the receiving party before disclosure;

- c) is lawfully obtained from a third party without an obligation of confidence; or
- d) is independently developed without reference to the Confidential Information.

20.5 Participant Information

Pipeline Training Australia may collect, use, retain and disclose Participant information where reasonably necessary to deliver the Services or where required by law, funding contracts, regulators, licensing authorities or government agencies.

Such information will be managed in accordance with Pipeline Training Australia's Privacy Policy and applicable privacy legislation.

20.6 Survival

The obligations of confidentiality under this clause continue after completion or termination of the Services until the Confidential Information lawfully enters the public domain or the parties otherwise agree in writing.

20.7 Regulatory and Funding Requirements

Nothing in this clause prevents Pipeline Training Australia from disclosing information where reasonably required to:

- a) comply with the Standards for Registered Training Organisations (RTOs);
- b) report AVETMISS or other mandatory training activity data;
- c) administer government-funded training programs;
- d) satisfy audits conducted by ASQA, State Training Authorities or other regulators; or
- e) comply with any other legal or regulatory obligation.

21. Privacy

21.1 Collection of Personal Information

Pipeline Training Australia collects, uses, stores and discloses personal information as reasonably necessary to:

- a) provide the Services;
- b) assess eligibility for enrolment;
- c) conduct training and assessment;
- d) issue qualifications and Statements of Attainment;

- e) administer customer accounts and bookings;
- f) comply with applicable laws, regulatory requirements and funding obligations; and
- g) otherwise conduct its business.

21.2 Privacy Policy

Pipeline Training Australia manages personal information in accordance with its Privacy Policy (Schedule B), as amended from time to time. The Privacy Policy forms part of these Terms of Service and should be read together with this Agreement.

21.3 Disclosure of Information

The Customer and Participants acknowledge that Pipeline Training Australia may disclose personal information where reasonably necessary to:

- a) government departments;
- b) State and Commonwealth funding bodies;
- c) the National Centre for Vocational Education Research (NCVER);
- d) ASQA or any successor regulator;
- e) licensing and industry authorities;
- f) subcontracted trainers or assessors engaged to deliver the Services;
- g) examination or accreditation bodies;
- h) service providers assisting Pipeline Training Australia to deliver the Services; or
- i) any other person or organisation where required or authorised by law.

21.4 Customer Responsibilities

The Customer warrants that it has obtained all necessary consents to provide Participant personal information to Pipeline Training Australia for the purposes of administering and delivering the Services.

21.5 Accuracy of Information

The Customer and Participants must ensure that all personal information provided to Pipeline Training Australia is accurate, complete and kept up to date.

Pipeline Training Australia is not responsible for delays or errors arising from inaccurate or incomplete information.

21.6 Access and Correction

Participants may request access to, or correction of, their personal information in accordance with Pipeline Training Australia's Privacy Policy and applicable privacy legislation.

21.7 Marketing Communications

Pipeline Training Australia may send Customers and Participants information about training courses, services and other business updates.

Recipients may opt out of receiving marketing communications at any time by using the unsubscribe facility or by contacting Pipeline Training Australia directly.

21.8 Survival

This clause continues to apply after completion or termination of the Services to the extent required by applicable privacy laws.

22. Australian Consumer Law

22.1 Statutory Rights

Nothing in these Terms of Service excludes, restricts or modifies any right, guarantee, condition, warranty or remedy that cannot lawfully be excluded, restricted or modified under the **Competition and Consumer Act 2010 (Cth)**, including the Australian Consumer Law, or any other applicable legislation.

22.2 Consumer Guarantees

Where the Australian Consumer Law applies to the Services, Pipeline Training Australia acknowledges that Customers and Participants may have rights and remedies in relation to the Services that cannot be excluded by agreement.

22.3 Permitted Limitations

To the maximum extent permitted by law, any liability of Pipeline Training Australia that may lawfully be limited is limited in accordance with **Clause 23 (Limitation of Liability)**.

22.4 Business Customers

Where the Services are acquired by a Customer for business purposes, these Terms of Service apply subject to any rights that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

23. Limitation of Liability

23.1 Application

This clause applies to the maximum extent permitted by law and is subject to **Clause 22 (Australian Consumer Law)**.

23.2 Indirect Loss

To the maximum extent permitted by law, Pipeline Training Australia is not liable for any indirect, consequential, incidental, special or exemplary loss or damage arising out of or in connection with the Services, including but not limited to:

- a) loss of profit;
- b) loss of revenue;
- c) loss of opportunity;
- d) loss of business;
- e) loss of goodwill;
- f) business interruption; or
- g) loss of anticipated savings.

23.3 Maximum Liability

To the maximum extent permitted by law, Pipeline Training Australia's total aggregate liability arising out of or in connection with the Services, whether in contract, tort (including negligence), statute or otherwise, is limited to the total fees paid by the Customer for the specific Services giving rise to the claim.

23.4 No Guarantee of Outcome

Pipeline Training Australia does not warrant or guarantee that participation in any training course will result in:

- a) a competent assessment outcome;
- b) the issue of a qualification or Statement of Attainment;
- c) the granting or renewal of any licence, authorisation or accreditation;
- d) employment;
- e) promotion; or
- f) any particular commercial or professional outcome.

23.5 Customer Information

Pipeline Training Australia is not liable for any loss arising from inaccurate, incomplete or misleading information provided by the Customer or a Participant, including information relating to enrolment, prerequisites, workplace arrangements or eligibility.

23.6 Third-Party Requirements

Pipeline Training Australia is not responsible for decisions made by employers, regulators, licensing authorities, network operators, government agencies or other third parties regarding licensing, authorisations, employment, site access or competency recognition.

23.7 Delays Beyond Control

Pipeline Training Australia is not liable for delays or disruption caused by circumstances beyond its reasonable control, including those described in **Clause 25 (Force Majeure)**.

23.8 Mitigation

Each party must take reasonable steps to minimise any loss or damage arising from any claim under these Terms of Service.

23.9 Practical Training and Workplace Activities

To the maximum extent permitted by law, Pipeline Training Australia is not liable for loss or damage arising from the Customer's failure to provide a safe training environment, suitable equipment, competent workplace supervision or compliance with applicable work health and safety obligations.

This does not exclude Pipeline Training Australia's liability for its own negligence or any liability that cannot lawfully be excluded.

24. Indemnity

24.1 Customer Indemnity

To the maximum extent permitted by law, the Customer indemnifies and holds harmless Pipeline Training Australia, its officers, employees, contractors and agents against any loss, liability, damage, cost or expense (including reasonable legal costs) arising out of or in connection with:

- a) any breach of these Terms of Service by the Customer;
- b) any negligent, unlawful or wilful act or omission of the Customer, its employees, contractors or representatives;
- c) the Customer's failure to comply with applicable work health and safety laws in relation to onsite training;

- d) the Customer providing unsafe premises, equipment, plant or training facilities;
- e) any infringement of a third party's intellectual property rights arising from materials or information supplied by the Customer; or
- f) any claim arising from inaccurate, incomplete or misleading information provided by the Customer.

24.2 Participant Indemnity

To the maximum extent permitted by law, each Participant indemnifies Pipeline Training Australia against any loss or damage arising from the Participant's:

- a) deliberate misconduct;
- b) unlawful conduct;
- c) wilful damage to property; or
- d) material breach of these Terms of Service.

24.3 Exclusions

The indemnities in this clause do not apply to the extent that the loss or damage was caused or contributed to by the negligence, unlawful act or wilful misconduct of Pipeline Training Australia or any liability that cannot lawfully be excluded or limited.

24.4 Mitigation

Pipeline Training Australia must take reasonable steps to minimise any loss or damage for which it seeks to rely on an indemnity under this clause.

24.5 Onsite Training

Where Services are delivered at premises controlled by the Customer, the Customer indemnifies Pipeline Training Australia against claims arising from the condition of the premises, plant, equipment or site, except to the extent caused by the negligence or wilful misconduct of Pipeline Training Australia.

25. Force Majeure

25.1 Force Majeure Event

A **Force Majeure Event** means any event or circumstance beyond the reasonable control of a party that prevents or delays the performance of its obligations under these Terms of Service, including but not limited to:

- a) natural disasters, including floods, bushfires, earthquakes, cyclones or storms;

- b) pandemics, epidemics or public health emergencies;
- c) war, terrorism, civil unrest or riots;
- d) industrial disputes or strikes not involving the affected party;
- e) acts or omissions of government authorities or regulators;
- f) changes in law or regulatory requirements;
- g) interruption to utilities, communications or essential services;
- h) failure of transport networks;
- i) failure or unavailability of training venues due to circumstances beyond the affected party's control; or
- j) any other event beyond the reasonable control of the affected party.

25.2 Suspension of Obligations

Where a Force Majeure Event prevents or delays a party from performing its obligations under these Terms of Service, that party's affected obligations will be suspended for the duration of the Force Majeure Event to the extent they are affected.

25.3 Notification

The affected party must notify the other party as soon as reasonably practicable after becoming aware of the Force Majeure Event and provide reasonable details of its expected impact, if known.

25.4 Mitigation

The affected party must use reasonable endeavours to minimise the effects of the Force Majeure Event and resume performance of its obligations as soon as reasonably practicable.

25.5 Rescheduling

Where reasonably practicable, Pipeline Training Australia and the Customer will work together in good faith to reschedule the affected Services to a mutually acceptable date.

25.6 Extended Force Majeure

If a Force Majeure Event continues for more than **60 consecutive days**, either party may terminate the affected Booking or Services by giving written notice to the other party.

In such circumstances:

- a) the Customer remains liable for Services already provided before the Force Majeure Event;

b) Pipeline Training Australia will refund any fees paid for Services that cannot be delivered, less any reasonable non-recoverable costs already incurred in connection with the affected Services, unless otherwise required by law.

25.7 No Default

A party is not liable for any failure or delay in performing its obligations under these Terms of Service to the extent that failure or delay is caused by a Force Majeure Event.

25.8 Exclusions

A Force Majeure Event does not include:

- a) a party's lack of funds or inability to pay;
- b) ordinary equipment failure that could reasonably have been prevented through proper maintenance;
- c) shortages of personnel resulting from a party's own operational decisions; or
- d) any event caused by the negligence or wilful misconduct of the affected party.

25.9 Site Safety

Pipeline Training Australia may postpone or suspend onsite training where weather conditions, emergency incidents, site closures or other circumstances create an unacceptable safety risk to Participants, trainers or other persons.

Such postponement will not constitute a breach of these Terms of Service, and the parties will work together to reschedule the affected Services as soon as reasonably practicable.

26. Suspension and Termination

26.1 Suspension by Pipeline Training Australia

Pipeline Training Australia may suspend all or part of the Services, or refuse future bookings, where:

- a) the Customer fails to pay any amount due under these Terms of Service;
- b) the Customer or a Participant commits a material breach of these Terms of Service;
- c) the Customer fails to comply with applicable work health and safety requirements for onsite training;
- d) a Participant engages in unsafe, disruptive, abusive or unlawful behaviour;
- e) the Customer provides false or misleading information;

- f) continued delivery of the Services would be unlawful or unsafe; or
- g) Pipeline Training Australia is otherwise entitled to suspend the Services under these Terms of Service.

Where reasonably practicable, Pipeline Training Australia will provide written notice of the suspension and the reason for it.

26.2 Termination for Material Breach

Either party may terminate these Terms of Service by written notice if the other party commits a material breach of these Terms of Service and fails to remedy that breach within **14 days** after receiving written notice requiring it to do so.

26.3 Immediate Termination

Pipeline Training Australia may terminate these Terms of Service immediately by written notice if the Customer:

- a) becomes insolvent or enters into external administration;
- b) ceases carrying on business;
- c) commits fraud or serious misconduct;
- d) repeatedly breaches these Terms of Service; or
- e) engages in conduct that places the safety of Participants, trainers or other persons at risk.

26.4 Customer Termination

The Customer may terminate future Services by providing written notice.

Termination does not affect the Customer's liability for:

- a) Services already delivered;
- b) cancellation fees payable under **Schedule A – Cancellation and Refund Policy**; or
- c) any other amounts accrued before termination.

26.5 Consequences of Termination

Termination does not affect:

- a) rights or obligations that accrued before termination;
- b) any outstanding payment obligations;
- c) any obligation relating to confidentiality, intellectual property, privacy or records retention; or

d) any provision that is intended to survive termination.

26.6 Return of Property

Upon termination, each party must promptly return or securely destroy the other party's confidential information and property where reasonably requested, except where retention is required by law.

26.7 No Waiver

A failure or delay by either party to exercise any right under these Terms of Service does not constitute a waiver of that right.

27. Dispute Resolution

27.1 Good Faith Discussions

If a dispute arises out of or in connection with these Terms of Service or the Services, the parties agree to use reasonable endeavours to resolve the dispute through good faith discussions before commencing legal proceedings.

27.2 Notice of Dispute

A party claiming that a dispute has arisen must give the other party written notice outlining:

- a) the nature of the dispute;
- b) the relevant facts;
- c) the outcome sought; and
- d) any supporting information reasonably necessary to understand the dispute.

27.3 Negotiation

Within **14 days** of receiving a notice of dispute, the parties will endeavour to resolve the dispute through discussions between representatives authorised to settle the matter.

27.4 Mediation

If the dispute has not been resolved within **28 days** after the notice of dispute is given, either party may request that the dispute be referred to mediation.

Unless otherwise agreed, the mediator will be appointed by agreement between the parties or, failing agreement, by the President of the Law Society of New South Wales (or their nominee).

The costs of the mediator will be shared equally unless otherwise agreed.

27.5 Legal Proceedings

Subject to Clause 27.6, neither party may commence court proceedings until the dispute resolution process in this clause has been completed.

27.6 Urgent Relief

Nothing in this clause prevents either party from seeking urgent interlocutory or injunctive relief where necessary to protect its legal rights or prevent imminent harm.

27.7 Continued Performance

Unless the dispute makes it impossible or unlawful to do so, the parties must continue to perform their respective obligations under these Terms of Service while the dispute is being resolved.

27.8 Payment Obligations

The existence of a dispute does not entitle the Customer to withhold payment of any undisputed amount due under these Terms of Service.

28. Governing Law

28.1 Governing Law

These Terms of Service and any dispute arising out of or in connection with them or the Services are governed by the laws of **New South Wales, Australia**.

28.2 Jurisdiction

The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of Australia exercising jurisdiction in New South Wales.

28.3 Interstate Customers

The application of New South Wales law and jurisdiction under this clause applies regardless of the location at which the Services are provided or where the Customer or Participant is located.

29. General Provisions

29.1 Entire Agreement

These Terms of Service, together with any quotation, Booking Confirmation, applicable schedules and any written agreement between the parties, constitute the entire agreement between the parties in relation to the Services and supersede all prior discussions, negotiations, representations, understandings and agreements relating to the same subject matter.

29.2 Variation

Pipeline Training Australia may amend these Terms of Service from time to time.

Any amendments will apply to future Bookings from the date the updated Terms of Service are published on Pipeline Training Australia's website or otherwise notified to the Customer.

The Terms of Service in effect at the time a Booking is confirmed will continue to apply to that Booking unless otherwise agreed in writing.

29.3 Assignment

Neither party may assign or transfer its rights or obligations under these Terms of Service without the prior written consent of the other party, which must not be unreasonably withheld.

Pipeline Training Australia may assign or transfer its rights or obligations to a related entity or as part of the sale or restructuring of its business upon written notice to the Customer.

29.4 Severability

If any provision of these Terms of Service is found to be invalid, illegal or unenforceable, that provision will be severed to the extent necessary, and the remaining provisions will continue in full force and effect.

29.5 Waiver

A failure or delay by either party to exercise any right under these Terms of Service does not constitute a waiver of that right.

A waiver is only effective if it is in writing and signed by the party granting the waiver.

29.6 Relationship of the Parties

Nothing in these Terms of Service creates a partnership, joint venture, employment relationship, agency or fiduciary relationship between the parties.

29.7 Electronic Communications

The parties agree that notices, quotations, Booking Confirmations, invoices and other communications may be provided electronically, including by email or through an agreed electronic platform.

Electronic communications are taken to have been received at the time they are capable of being retrieved by the recipient, unless proven otherwise.

29.8 Further Assurances

Each party must do all things and execute all documents reasonably necessary to give effect to these Terms of Service.

29.9 Survival

Any provision which by its nature is intended to survive termination or expiry of these Terms of Service, including provisions relating to payment, confidentiality, privacy, intellectual property,

limitation of liability, indemnity and dispute resolution, will continue in force after termination or completion of the Services.

29.10 Interpretation

Unless the context requires otherwise:

- a) headings are for convenience only and do not affect interpretation;
- b) the singular includes the plural and vice versa;
- c) a reference to a person includes an individual, company, partnership, trust, government authority or other legal entity;
- d) a reference to legislation includes any amendment, replacement or subordinate legislation made under it; and
- e) the words *including*, *includes* and *such as* are to be read as meaning *including without limitation*.

Schedule A – Cancellation and Refund Policy

Cancellation and change fees are addressed according to:

- a) the notice given by the person making the request, and
- b) the course value.

Time-based refund policy	Courses valued at \$1000 or less*	Courses valued above \$1000*
Cancellation requested 5 or more business days prior to the commencement of the course:	Full amount refunded	
Cancellation requested 2 to 5 business days prior to the commencement of the course:	50% refunded	
Cancellation on business day prior to course commencement, no show on the day, arrive too late, withdrawal during the course:	No money will be refunded	
Change of date requested 5 or more business days prior to the commencement of the course:	No change fee	
Change of date requested 2 to 5 business days prior to commencement of the course:	We retain your original payment and charge a \$50 change fee	We retain your original payment and charge a \$125 change fee
Change of date requested on business day prior to course commencement:	We retain your original payment and charge a \$100 change fee	We retain your original payment and charge a \$175 change fee

* The above fees also apply to changes or cancellations of Virtual Classroom.

Where a refund is due to a candidate, the applicable refund amount will be provided within thirty days.

Schedule B – Privacy Policy

This Privacy Policy forms part of the Pipeline Training Australia Terms of Service.

It explains how Pipeline Training Australia collects, uses, stores, discloses and protects personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and other applicable legislation.

This Privacy Policy should be read together with the Terms of Service.

PRIVACY & CONFIDENTIALITY POLICY

Pipeline Training Australia is committed to maintaining the privacy and confidentiality of its RTO personnel and participant records. Pipeline Training Australia complies with the *Privacy Act 1988 including the 13 Australian Privacy Principles (APPs)* as outlined in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*.

As a component of our risk management practices, Pipeline Training Australia has conducted a Privacy Impact Assessment for all operations. Mitigation actions from this risk assessment have been implemented for the management of privacy risks at each stage of the information lifecycle, including collection, use, disclosure, storage, destruction and de-identification.

Providing an overall framework for our privacy practices, Pipeline Training Australia has developed and implemented this APP Privacy Policy.

Pipeline Training Australia manages personal information in an open and transparent way. This is evident in the implementation of practices, procedures and systems we outline in this policy, that ensure our compliance with the APPs and any binding registered APP code and provide suitable procedures for Pipeline Training Australia personnel to be able to deal with related inquiries and complaints that may be received from time to time.

The following sections of this policy outline how we manage personal information.

Australian Privacy Principle 1 – Open and transparent management of personal information

Purposes for information collection, retention, use and disclosure

Pipeline Training Australia retains a record of personal information about all individuals with whom we undertake any form of business activity. Pipeline Training Australia must collect, hold, use and disclose information from our clients and stakeholders for a range of purposes, including but not limited to:

- Providing services to clients;
- Managing employee and contractor teams;
- Promoting products and services;
- Conducting internal business functions and activities; and
- Requirements of stakeholders.

As a government registered training organisation, regulated by the Australian Skills Quality Authority, Pipeline Training Australia is required to collect, hold, use and disclose a wide range of personal and sensitive information on participants in nationally recognised training programs. This information requirement is outlined in the *National Vocational Education and*

Training Regulator Act 2011 and associated legislative instruments. In particular, the legislative instruments:

- *Student Identifiers Act 2014*;
- *Higher Education Support Act 2003* (VET FEE HELP – if relevant);
- *Standards for Registered Training Organisations (RTOs) 2025*; and
- *Data Provision Requirements 2012*.

It is noted that Pipeline Training Australia is also bound by various State Government Acts requiring similar information collection, use and disclosure (particularly *Education Act(s)*, *Vocational Education & Training Act(s)* and *Traineeship & Apprenticeships Act(s)* relevant to state jurisdictions of Pipeline Training Australia operations).

It is further noted that, aligned with these legislative requirements, Pipeline Training Australia delivers services through a range of Commonwealth and State Government funding contract agreement arrangements, which also include various information collection and disclosure requirements.

Individuals are advised that due to these legal requirements, Pipeline Training Australia discloses information held on individuals for valid purposes to a range of entities including:

- Governments (Commonwealth, State or Local);
- Australian Apprenticeships Centres;
- Employers (and their representatives), Job Network Providers, Schools, Guardians; and
- Service providers such as credit agencies and background check providers.

Kinds of personal information collected and held

The following types of personal information are generally collected, depending on the need for service delivery:

- Contact details;
- Employment details;
- Educational background;
- Demographic Information;
- Course progress and achievement information; and
- Financial billing information.

The following types of sensitive information may also be collected and held:

- Identity details;
- Employee details & HR information;
- Complaint or issue information;
- Disability status & other individual needs;
- Indigenous status; and

- Background checks (such as National Criminal Checks or Working with Children checks).

Where Pipeline Training Australia collects personal information of more vulnerable segment of the community (such as children), additional practices and procedures are also followed. Please refer to Pipeline Training Australia's *Working with Children Policy and Procedures* for further information.

How personal information is collected

Pipeline Training Australia's usual approach to collecting personal information is to collect any required information directly from the individuals concerned. This may include the use of forms (such as registration forms, enrolment forms or service delivery records) and the use of web-based systems (such as online enquiry forms, web portals or internal operating systems).

Pipeline Training Australia does receive solicited and unsolicited information from third party sources in undertaking service delivery activities. This may include information from such entities as:

- Governments (Commonwealth, State or Local);
- Australian Apprenticeships Centres;
- Employers (and their representatives), Job Network Providers, Schools, Guardians; and
- Service providers such as credit agencies and background check providers.

How personal information is held

Pipeline Training Australia's usual approach to holding personal information includes robust storage and security measures at all times. Information on collection is:

- As soon as practical converted to electronic means;
- Stored in secure, password protected systems, such as financial system, learning management system and student management system; and
- Monitored for appropriate authorised use at all times.

Only authorised personnel are provided with login information to each system, with system access limited to only those relevant to their specific role. Pipeline Training Australia ICT systems are hosted internally with robust internal security to physical server locations and server systems access. Virus protection, backup procedures and ongoing access monitoring procedures are in place.

Destruction of paper-based records occurs as soon as practicable in every matter, through the use of secure shredding and destruction services at all Pipeline Training Australia sites.

Individual information held across systems is linked through a Pipeline Training Australia allocated identification number for each individual.

Retention and Destruction of Information

Pipeline Training Australia *maintains a Retention and Disposal Schedule* documenting the periods for which personal information records are kept.

Specifically, for our RTO records, in the event of our organisation ceasing to operate the required personal information on record for individuals undertaking nationally recognised training with us would be transferred to the Australian Skills Quality Authority, as required by law.

Accessing and seeking correction of personal information

Pipeline Training Australia confirms all individuals have a right to request access to their personal information held and to request its correction at any time. In order to request access to personal records, individuals are to make contact with:

Pipeline Training Australia Privacy Officer

02 9679 0066

reception@pipelinetraining.com.au

A number of third parties, other than the individual, may request access to an individual's personal information. Such third parties may include employers, parents or guardians, schools, Australian Apprenticeships Centres, Governments (Commonwealth, State or Local) and various other stakeholders.

In all cases where access is requested, Pipeline Training Australia will ensure that:

- Parties requesting access to personal information are robustly identified and vetted;
- Where legally possible, the individual to whom the information relates will be contacted to confirm consent (if consent not previously provided for the matter); and
- Only appropriately authorised parties, for valid purposes, will be provided access to the information.

Complaints about a breach of the APPs or a binding registered APP code

If an individual feels that Pipeline Training Australia may have breached one of the APPs or a binding registered APP *Privacy Complaints Procedure* below for further information.

Likely overseas disclosures

pipeline Training Australia confirms that individuals' personal information is not likely to be disclosed to any overseas recipients, for internal business activity purposes.

Making our APP Privacy Policy available

Pipeline Training Australia provides our APP Privacy Policy available free of charge, with all information being publicly available from the Privacy link on our website at www.pipelinetraining.com.au. This website information is designed to be accessible as per web publishing accessibility guidelines, to ensure access is available to individuals with special needs (such as individuals with a vision impairment).

In addition, this APP Privacy Policy is: system

- Prominently displayed at each Pipeline Training Australia's premises;
- Referred to within Pipeline Training Australia *Student Handbook*;
- Noted within the text or instructions at all information collection points (such as informing individuals during a telephone call of how the policy may be accessed, in cases where information collection is occurring); and
- Available for distribution free of charge on request, as soon as possible after the request is received, including in any particular format requested by the individual as is reasonably practical.

If, in the unlikely event the APP Privacy Policy is not able to be provided in a particular format requested by an individual, we will explain the circumstances around this issue with the requester and seek to ensure that another appropriate method is provided.

Review and Update of this APP Privacy Policy

Pipeline Training Australia reviews this APP Privacy Policy:

- On an ongoing basis, as suggestions or issues are raised and addressed, or as government required changes are identified;
- Through our internal audit processes on at least an annual basis;
- As a part of any external audit of our operations that may be conducted by various government agencies as a part of our registration as an RTO or in normal business activities; and
- As a component of each and every complaint investigation process where the complaint is related to a privacy matter.

Where this policy is updated, changes to the policy are widely communicated to stakeholders through internal personnel communications, meetings, training and documentation, and externally through publishing of the policy on Pipeline Training Australia's website and other relevant documentation (such as our Pipeline Training Australia Student Handbook) for clients.

Australian Privacy Principle 2 – Anonymity and pseudonymity

Pipeline Training Australia provides individuals with the option of not identifying themselves, or of using a pseudonym, when dealing with us in relation to a particular matter, whenever practical. This includes providing options for anonymous dealings in cases of general course

enquiries or other situations in which an individual's information is not required to complete a request.

Individuals may deal with us by using a name, term or descriptor that is different to the individual's actual name wherever possible. This includes using generic email addresses that does not contain an individual's actual name, or generic user names when individuals may access a public component of our website or enquiry forms.

Pipeline Training Australia only stores and links pseudonyms to individual personal information in cases where this is required for service delivery (such as system login information) or once the individual's consent has been received.

Individuals are advised of their opportunity to deal anonymously or by pseudonym with us where these options are possible.

Requiring identification

Pipeline Training Australia must require and confirm identification however in service delivery to individuals for nationally recognised course programs. We are authorised by Australian law to deal only with individuals who have appropriately identified themselves. That is, it is a *Condition of Registration* for all RTOs under the *National Vocational Education and Training Regulator Act 2011* that we identify individuals and their specific individual needs on commencement of service delivery, and collect and disclose Australian Vocational Education and Training Management of Information Statistical Standard (AVETMISS) data on all individuals enrolled in nationally recognised training programs. Other legal requirements, as noted earlier in this policy, also require considerable identification arrangements.

There are also other occasions also within our service delivery where an individual may not have the option of dealing anonymously or by pseudonym, as identification is practically required for us to effectively support an individual's request or need.

Australian Privacy Principle 3 — Collection of solicited personal information

Pipeline Training Australia only collects personal information that is reasonably necessary for our business activities.

We only collect sensitive information in cases where the individual consents to the sensitive information being collected, except in cases where we are required to collect this information by law, such as outlined earlier in this policy.

All information we collect is collected only by lawful and fair means.

We only collect solicited information directly from the individual concerned, unless it is unreasonable or impracticable for the personal information to only be collected in this manner.

Australian Privacy Principle 4 – Dealing with unsolicited personal information

Pipeline Training Australia may from time to time receive unsolicited personal information. Where this occurs we promptly review the information to decide whether or not we could have collected the information for the purpose of our business activities. Where this is the case, we may hold, use and disclose the information appropriately as per the practices outlined in this policy.

Where we could not have collected this information (by law or for a valid business purpose) we immediately destroy or de-identify the information (unless it would be unlawful to do so).

Australian Privacy Principle 5 – Notification of the collection of personal information

Whenever Pipeline Training Australia collects personal information about an individual, we take reasonable steps to notify the individual of the details of the information collection or otherwise ensure the individual is aware of those matters. This notification occurs at or before the time of collection, or as soon as practicable afterwards.

Our notifications to individuals on data collection include:

- Pipeline Training Australia's identity and contact details, including the position title, telephone number and email address of a contact who handles enquiries and requests relating to privacy matters;
- The facts and circumstances of collection such as the date, time, place and method of collection, and whether the information was collected from a third party, including the name of that party;
- If the collection is required or authorised by law, including the name of the Australian law or other legal agreement requiring the collection;
- The purpose of collection, including any primary and secondary purposes;
- The consequences for the individual if all or some personal information is not collected;
- Other organisations or persons to which the information is usually disclosed, including naming those parties;
- Whether we are likely to disclose the personal information to overseas recipients, and if so, the names of the recipients and the countries in which such recipients are located.
- A link to this APP Privacy Policy on our website or explain how it may be accessed; and
- Advice that this APP Privacy Policy contains information about how the individual may access and seek correction of the personal information held by us; and how to complain about a breach of the APPs, or any registered APP code, and how we will deal with such a complaint.

Where possible, we ensure that the individual confirms their understanding of these details, such as through signed declarations, website form acceptance of details or in person through questioning.

Collection from third parties

Where Pipeline Training Australia collects personal information from another organisation, we:

1. Confirm whether the other organisation has provided the relevant notice above to the individual; or
2. Whether the individual was otherwise aware of these details at the time of collection; and
3. If this has not occurred, we will undertake this notice to ensure the individual is fully informed of the information collection.

Australian Privacy Principle 6 – Use or disclosure of personal information

Pipeline Training Australia only uses or discloses personal information it holds about an individual for the particular primary purposes for which the information was collected, or secondary purposes in cases where:

- An individual consented to a secondary use or disclosure;
- An individual would reasonably expect the secondary use or disclosure, and that is directly related to the primary purpose of collection; or
- Using or disclosing the information is required or authorised by law.

Requirement to make a written note of use or disclosure for this secondary purpose

If Pipeline Training Australia uses or discloses personal information in accordance with an 'enforcement related activity' we will make a written note of the use or disclosure, including the following details:

- The date of the use or disclosure;
- Details of the personal information that was used or disclosed;
- The enforcement body conducting the enforcement related activity;
- If the organisation used the information, how the information was used by the organisation;
- The basis for our reasonable belief that we were required to disclose the information.

Australian Privacy Principle 7 – Direct marketing

Pipeline Training Australia does not use or disclose the personal information that it holds about an individual for the purpose of direct marketing, unless:

- The personal information has been collected directly from an individual, and the individual would reasonably expect their personal information to be used for the purpose of direct marketing; or
- The personal information has been collected from a third party, or from the individual directly, but the individual does not have a reasonable expectation that their personal information will be used for the purpose of direct marketing; and
- We provide a simple method for the individual to request not to receive direct marketing communications (also known as 'opting out').

On each of our direct marketing communications, Pipeline Training Australia provides a prominent statement that the individual may request to opt out of future communications, and how to do so.

An individual may also request us at any stage not to use or disclose their personal information for the purpose of direct marketing, or to facilitate direct marketing by other organisations. We comply with any request by an individual promptly and undertake any required actions for free.

We also, on request, notify an individual of our source of their personal information used or disclosed for the purpose of direct marketing unless it is unreasonable or impracticable to do so.

Australian Privacy Principle 8 – Cross-border disclosure of personal information

Before Pipeline Training Australia discloses personal information about an individual to any overseas recipient, we undertake take reasonable steps to ensure that the recipient does not breach any privacy matters in relation to that information.

Australian Privacy Principle 9 – Adoption, use or disclosure of government related identifiers

Pipeline Training Australia does not adopt, use or disclose a government related identifier related to an individual except:

- In situations required by Australian law or other legal requirements;
- Where reasonably necessary to verify the identity of the individual;
- Where reasonably necessary to fulfil obligations to an agency or a State or Territory authority;
- or
- As prescribed by regulations.

Australian Privacy Principle 10 – Quality of personal information

Pipeline Training Australia takes reasonable steps to ensure that the personal information it collects is accurate, up-to-date and complete. We also take reasonable steps to ensure that the personal information we use or disclose is, having regard to the purpose of the use or disclosure, accurate, up-to-date, complete and relevant. This is particularly important where:

- When we initially collect the personal information; and
- When we use or disclose personal information.

We take steps to ensure personal information is factually correct. In cases of an opinion, we ensure information takes into account competing facts and views and makes an informed assessment, providing it is clear this is an opinion. Information is confirmed up-to-date at the point in time to which the personal information relates.

Quality measures in place supporting these requirements include:

- Internal practices, procedures and systems to audit, monitor, identify and correct poor quality personal information (including training staff in these practices, procedures and systems);
- Protocols that ensure personal information is collected and recorded in a consistent format, from a primary information source when possible;
- Ensuring updated or new personal information is promptly added to relevant existing records;
- Providing individuals with a simple means to review and update their information on an on-going basis through our online portal;
- Reminding individuals to update their personal information at critical service delivery points (such as completion) when we engage with the individual;
- Contacting individuals to verify the quality of personal information where appropriate when it is about to be used or disclosed, particularly if there has been a lengthy period since collection; and
- Checking that a third party, from whom personal information is collected, has implemented appropriate data quality practices, procedures and systems.

Australian Privacy Principle 11 — Security of personal information

Pipeline Training Australia takes active measures to consider whether we are able to retain personal information we hold, and also to ensure the security of personal information we hold. This includes reasonable steps to protect the information from misuse, interference and loss, as well as unauthorised access, modification or disclosure.

We destroy or de-identify personal information held once the information is no longer needed for any purpose for which the information may be legally used or disclosed.

Access to Pipeline Training Australia offices and work areas is limited to our personnel only - visitors to our premises must be authorised by relevant personnel and are accompanied at all times. With regard to any information in a paper-based form, we maintain storage of records in an appropriately secure place to which only authorised individuals have access.

Regular staff training and information bulletins are conducted with Pipeline Training Australia personnel on privacy issues, and how the APPs apply to our practices, procedures and systems. Training is also included in our personnel induction practices.

We conduct ongoing internal audits (at least annually and as needed) of the adequacy and currency of security and access practices, procedures and systems implemented.

Australian Privacy Principle 12 — Access to personal information

Where Pipeline Training Australia holds personal information about an individual, we provide that individual access to the information on their request. In processing requests, we:

- Ensure through confirmation of identity that the request is made by the individual concerned, or by another person who is authorised to make a request on their behalf;

- Respond to a request for access:
 - Within 14 calendar days, when notifying our refusal to give access, including providing reasons for refusal in writing, and the complaint mechanisms available to the individual; or
 - Within 30 calendar days, by giving access to the personal information that is requested in the manner in which it was requested.
- Provide information access free of charge, to site assessment materials that are archived off site it may attract an administration fee.

Australian Privacy Principle 13 – Correction of personal information

Pipeline Training Australia takes reasonable steps to correct personal information we hold, to ensure it is accurate, up-to-date, complete, relevant and not misleading, having regard to the purpose for which it is held.

Individual Requests

On an individual's request, we:

- Correct personal information held; and
- Notify any third parties of corrections made to personal information, if this information was previously provided to these parties.

In cases where we refuse to update personal information, we:

- Give a written notice to the individual, including the reasons for the refusal and the complaint mechanisms available to the individual;
- Upon request by the individual whose correction request has been refused, take reasonable steps to associate a statement with the personal information that the individual believes it to be inaccurate, out-of-date, incomplete, irrelevant or misleading;
- Respond within 14 calendar days to these requests; and
- Complete all actions free of charge.

Correcting at Pipeline Training Australia's initiative

We take reasonable steps to correct personal information we hold in cases where we are satisfied that the personal information held is inaccurate, out-of-date, incomplete, irrelevant or misleading (that is, the information is faulty). This awareness may occur through collection of updated information, in notification from third parties or through other means.

'Request for Records Access' Procedure

Individuals or third parties may at any stage request access to records held by Pipeline Training Australia relating to their personal information. The following procedure is followed on each individual request for access:

1. A request for access is provided by the requester, with suitable information provided to be able to:
 - a. Identify the individual concerned;
 - b. Confirm their identity; and
 - c. Identify the specific information that they are requesting access to.

This request may be in any form, or preferably in writing or via email.

2. Upon receiving a request for access, Pipeline Training Australia then:
 - a. Confirms the identity of the individual or party requesting access;
 - b. Confirms that this individual or party is appropriately authorised to receive the information requested;
 - c. Searches the records that we possess or control to assess whether the requested *personal information* is contained in those records; and
 - d. Collates any personal information found ready for access to be provided.

Confirming identity

Pipeline Training Australia personnel must be satisfied that a request for personal information is made by the individual concerned, or by another person who is authorised to make a request on their behalf. The minimum amount of personal information needed to establish an individual's identity is sought, which is generally an individual's name, date of birth, last known address and signature.

When meeting the requesting party in person, identification may be sighted.

If confirming details over a telephone conversation, questions regarding the individual's name, date of birth, last known address or service details may be confirmed before information is provided.

3. Once identity and access authorisation is confirmed, and personal information is collated, access is provided to the requester within 30 calendar days of receipt of the original request. We will provide access to personal information in the specific manner or format requested by the individual, wherever it is reasonable and practicable to do so, free of charge.

Where the requested format is not practical, we consult with the requester to ensure a format is provided that meets the requester's needs.

4. If the identity or authorisation access cannot be confirmed, or there is another valid reason why Pipeline Training Australia is unable to provide the personal information, refusal to provide access to records will be provided to the requester, in writing. Our notification will include reason(s) for the refusal, and the complaint mechanisms available to the individual. Such notifications are provided to the requester within 30 calendar days of receipt of the original request.

Privacy Complaints Procedure

If an individual feels that Pipeline Training Australia has breached its obligations in the handling, use or disclosure of their personal information, they may raise a complaint. We encourage individuals to discuss the situation with their Pipeline Training Australia representative in the first instance, before making a complaint.

The complaints handling process is as follows:

1. The individual should make the complaint including as much detail about the issue as possible, in writing to Pipeline Training Australia:

Pipeline Training Australia Privacy Officer

reception@pipelinetraining.com.au

4/322 Annangrove Road

Rouse Hill NSW 2155

2. Pipeline Training Australia will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding its findings and actions following this investigation.
3. Should after considering this response, if the individual is still not satisfied, they make escalate their complaint directly to the Information Commissioner for investigation:

Office of the Australian Information Commissioner

www.oaic.gov.au

Phone: 1300 363 992

When investigating a complaint, the OAIC will initially attempt to conciliate the complaint, before considering the exercise of other complaint resolution powers.

4. Alternatively, if the complaint relates to a non-privacy matter, or should individuals choose to do so, a complaint may also be lodged with the ASQA complaints handling service for complaints against RTOs:

Australian Skills Quality Authority

www.asqa.gov.au

Phone: 1300 701 801

END OF TERMS OF SERVICE