

Terms and Conditions



In consideration of my application for entry to the Training Aid Australia Course being accepted I acknowledge and agree that:

- 1. "Training Aid Australia" (TAA)** for the purposes of this application and declaration means and includes TAA Pty Ltd, its respective directors, officers, members, servants or agents.
- 2. If accepted I will be permitted** to participate in the TAA Course subject to my complying with the terms and conditions of the TAA Course, this declaration, the TAA Administrative Procedures (to the extent relevant) and any reasonable direction issued by the TAA Course organisers or their representatives.
- 3. This document cannot be amended.** If I do amend it my application will be null and void.
- 4. Participation in the TAA Course can be inherently dangerous.** Serious accidents may happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in the TAA Course.
- 5. Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my entry in the TAA Course (if accepted) that TAA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the TAA Course. I acknowledge that the services and benefits I receive in relation to the TAA Course are "recreational services" as defined under the Trade Practices Act 1974. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of TAA flowing from them, are expressly excluded, restricted or modified by these TAA Course terms and conditions.
- 6. Insurance:** is in place that provides limited cover to me whilst I am participating in the TAA course. I understand that this insurance may not cover me for any injury, loss or damage sustained by me and I can, in my own interests, seek and obtain personal insurances over and above the cover provided by TAA.
- 7.** This declaration constitutes a contract between myself and TAA.
- 8. Release and Indemnity:** In consideration of TAA accepting my application for entry to the TAA Course, I:
 - (a) release and forever discharge TAA from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the TAA Course; and
 - (b) indemnify and hold harmless TAA to the extent permitted by law in respect of any Claim by any person including by not only another participant in the TAA Course arising as a result of or in connection with my participation in the TAA Course.In this **clause 8 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant Training Aid Australia insurance policy.
- 9. Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in the TAA Course. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify

TAA in writing of any change to my fitness and ability to participate. I understand and accept that TAA will continue to rely upon this declaration as evidence of my fitness and ability to participate.

- 10. Medical Treatment:** I consent to receiving any medical treatment that the TAA Course organisers or their authorised representatives consider necessary or desirable during or after the TAA Course. I also agree to reimburse TAA for any costs or expenses incurred in providing me with medical treatment.
- 11. Privacy:** I understand that the information I have provided is necessary for the conduct of the TAA Course and for the objects of TAA. I acknowledge and agree that the information will only be used by TAA to facilitate the conduct of the TAA Course and other courses conducted by TAA. I will be able to access my information through TAA. If the information is not provided my application may be rejected. I acknowledge that if I do not wish to receive promotional material from TAA sponsors and third parties I must advise TAA in writing.
- 12. Copyright in photographs and right to use:** I acknowledge and consent to photographs being taken of me during my participation in the TAA Course. I acknowledge that the photographs are owned by TAA and that TAA may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the TAA Course organisers using my name, image, likeness and also my performance in the TAA Course, at any time, to promote the TAA Course by any form of media.
- 13. I warrant** that all information provided on the Course Enrolment Form is true and correct.
- 14. Refund Policy:** Candidates must contact Training Aid Australia at least seven (7) working days prior to the course commencement date outlining their request to cancel their enrolment.

For a candidate who withdraws from a course within seven (7) working days of the commencement date, no refund will be payable.

In the event of the course being cancelled due to insufficient enrolments, candidates will be offered a full refund or may elect to transfer to another course date.

Candidates enrolled in a course can transfer or reschedule their enrolment. Transfers will incur an administration charge of 10% of the enrolment fee. Candidates must contact Training Aid Australia at least seven (7) working days prior to the course commencement date outlining their request to transfer or reschedule their enrolment.

Participants who do not attend on the day will forfeit the enrolment fee paid for the course.

All notifications must be received in writing or via email.

Please complete the enrolment form and forward to Training Aid Australia with payment