



## Ingeniq Training Terms and Conditions

*Courses can be booked by phoning Ingeniq, sending an email or via [www.ingeniq.com.au](http://www.ingeniq.com.au) and are covered by the following terms and conditions.*

Ingeniq® is a registered trademark and wholly owned business division of Digital Networks Australia Pty Ltd.

Digital Networks Australia Pty Ltd trades as Ingeniq® using the trademark and as such all legal requirements and agreements including contracts, notices, insurances, taxes and terms of trade are matters for Digital Networks Australia Pty Ltd.

### Application of terms

These booking terms and conditions alone will form part of the agreement between the parties and will apply to any booking received or attendance at any course that is facilitated by Ingeniq, regardless of the process leading to a booking or the method of payment used in respect of such services. Acceptance of any purchase order will not constitute acceptance of any terms or conditions which may be attached to, or incorporated in, a purchase order.

### Supply of services

Ingeniq, a Division of Digital Networks Australia Pty Ltd (ABN 66 060 294 895) ("**Ingeniq**") agrees to supply services ("**Services**") to a purchaser, attendee, student or course recipient ("**Client**", "**You**" or "**Your**") on these standard terms and conditions ("**Terms**").

Information on training events, courses and services are correct at the time of publication but are subject to change without notice. Ingeniq reserves the right to change course content, schedules and information at any time. Ingeniq assumes no responsibility for any and all expenses incurred due to course cancellations. Should a course be cancelled by Ingeniq, the paid seat for the course is transferable.

### Purchase Orders

Any changes to these Terms for the supply Services must be approved in writing by Ingeniq. Only these Terms form part of the agreement between the parties and as such exclude any other terms and conditions which may be attached to, or incorporated in, a purchase order. Acceptance of a purchase order by Ingeniq will not constitute acceptance of any such terms or conditions.

### Taxes and GST

Prices quoted for Services are in Australian Dollars and may exclude GST. The total amount payable to Ingeniq includes taxes, duties and government charges imposed or levied in Australia in connection with the supply of the Services. The client is required to pay any GST owed in connection with the supply and Ingeniq will issue a valid tax invoice where GST is to be collected.



## **Course Bookings and Payment**

1. Course bookings can be made with Ingeniq over the phone, via email or via the Ingeniq website.
2. Bookings are made on a “first-come, first-served” basis. Should the course or event be fully booked applicants will be placed on a waiting list.
3. Payment can be made by Credit Card, EFT, Cheque, Purchase Order (for Credit Clients only) or vendor training credits (with vendor approval). Course bookings are not confirmed until payment is received.
4. Unless a credit account is agreed or vendor training credits approved payment is due at time of booking.
5. Training included as part of a product/software order is considered paid at the time invoice for the product/software order is paid.
6. Payment for a course registration must be received no less than three business days before course commencement.

## **Splunk Training credits**

Vendor training credits (purchased directly through Splunk) can be applied to Ingeniq training courses. Splunk Credits are non-refundable and expire 12 months after date of purchase. Booking requests for Splunk Training Credits must be submitted in writing and approval from Vendor has be given before the student can be registered.

## **Course Attendance**

1. Courses start and finish at the times scheduled unless specified otherwise.
2. Ingeniq reserves the right to decline admission courses for late arrivals.
3. Course prerequisites as specified in the course outlines must be met prior to attendance.
4. Should a student fail to attend a course, 100% of course fees are payable and non-refundable.

## **Course Conditions**

1. Training Credits are non-refundable and expire 12 months after date of purchase. .
2. Refunds are NOT available for International bookings if a student cancels the booking within three business days before course commencement.
3. “Private Courses” are courses arranged for an organisation where attendees are typically restricted to approved registrants of that organisation. Private courses can be conducted on-site at the organisations premises, on-site at third party premises or virtually.
4. Private Courses require payment at time of booking.
5. Ingeniq makes no warranty in relation to the Services other than as contained in these Terms or as prescribed by a law which cannot be excluded or as otherwise published or made known to the Client.



## Cancellations and Transfers

### Public Courses

Notification of booking cancellation must be received in writing 3 or more working days prior to course commencement date.

#### **Substitutions:**

Substitution of attendees are permitted provided that the substitution request is received in writing 3 or more working days prior to course commencement.

Refunds will not be issued to students who fail to attend training.

### Private Courses

All requests to cancel or change private course dates must be made in writing to and acknowledged by Ingeniq no less than 10 business days prior to the commencement date of the course.

Requests for Private Course cancellation and date change received by Ingeniq less than 10 business days prior to the start of the course will incur a fee of 50% of the total course price, Requests for Private Course cancellations and date change requests received less than 5 business days prior to the start of the course will incur a fee of 80% of the total course price.

## Intellectual Property

Material or courseware unless agreed otherwise in writing is provided is copyright and will remain the property of Ingeniq (or the relevant vendor, where such rights are owned by a vendor) and cannot be copied, reproduced or distributed without the express permission of Ingeniq or the relevant vendor. All material provided or shown is for the sole use of the course attendee and any usage rights are only conferred on payment of all charges payable in connection with those rights.

## Confidentiality

Ingeniq and the Client agree to keep at all times as strictly confidential any Confidential Information that is disclosed or provided by one party to the other. In this clause, "Confidential Information" means information in any form but does not include information that is required to be shared by Ingeniq with a vendor to obtain courseware, accreditation or licensing rights, or is already in the public domain at the time that it is disclosed or becomes part of the public domain, **otherwise than as a result of an unauthorised disclosure by Ingeniq or the Client.**

## Privacy

All information that Ingeniq collects in connection with your purchases or bookings will be treated in accordance with the Digital Networks Australia Privacy Policy. Ingeniq will collect, use and disclose your personal information for the purpose of enabling you to enrol in a course, and to allow Ingeniq to deliver the course and related Products and Services to you.



Ingeniq uses your information to:

- Communicate with you about your course, events, activities, products, services and opportunities available to you;
- Disclose your personal information to overseas vendors. Such vendors are those relevant to the course, products or courseware you have requested from Ingeniq;
- Carry out and record your details in internal administrative matters; and
- Fulfil any vendor requirements regarding your attendance for certification, planning, administration, policy development, program evaluation and other related or lawful purposes.

As a division of Digital Networks Australia Pty Ltd refer to the Trading Terms and Conditions for all other general terms and conditions