

eLearning Booking Form



e-Learning Booking Form

Online Course/s	Per Person Price (ex GST)	Number of Purchases	Release Date (Please nominate)	Price (ex GST)
If paying by Credit Card, please tick <input type="checkbox"/>			GRAND TOTAL inc. GST	

Authorising Manager		Booking Contact	
Contact Name		Contact Name	
Title		Title	
Email		Department	
Phone		Organisation	

Terms and Conditions (please see over)

I accept the terms and conditions contained in this document (refer next page for details)

Authorised Signature		Date		PO#	
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Please issue your purchase order in the name of Peak Services Pty Ltd ABN 17 115 959 021

Please confirm by ticking the below box if this product/service is being purchased under Local Buy's LB327 Panel Arrangement

YES purchased under Local Buy Panel Arrangement



Peak Services Terms and Conditions

OFFER VALIDITY

The offer for provision of professional services encompassed in the booking form remains valid for a period of 60 days, unless otherwise stated in the booking form.

THE PARTIES

The Client means the organisation identified as the purchaser in the attached booking form. The Client's representative, unless otherwise advised by the Client, is the addressee identified in the attached booking form.

The Consultant means:

Peak Services Pty Ltd ACN 115 959 021 ABN 17 115 959 021

25 Evelyn St, Newstead, Qld 4006

Peak Services is the business name of Peak Services Pty Ltd.

GENERAL

1. All work undertaken by Peak Services is subject to the terms and conditions here set out.
2. These terms and conditions cannot be varied or waived, unless in writing and signed by an executive of Peak Services Pty Ltd.
3. If the Services are being procured under a Local Buy LGA Arrangement, the relevant Local Buy Purchaser Conditions take precedence over all other terms and conditions to the extent of any inconsistency.

PEAK INSURANCES

- Peak Services holds, and shall maintain for a period of at least 12 months following completion of the Services, the following minimum insurance levels:
- Public Liability: \$20 million
- Products Liability: \$20 million in the aggregate
- Professional Indemnity: \$20 million in the aggregate

FEES

4. Peak Services' fees are payable in accordance with the following provisions.
5. The fee for this assignment is outlined in the attached booking form. Should the services change significantly, Client approval will be sought prior to incurring additional costs.
6. Each assignment we undertake is tailored to the specific needs of the Client.

7. Any significant administrative work will be charged at the rate of \$100 per hour ex GST.
8. Peak reserves the right to charge interest on overdue payments at the rate of 1% per month, calculated on a pro-rata daily basis.

FORCE MAJEURE AND DELAYS

9. A party shall not be liable for any failure or delay in the performance of this agreement where the failure of delay is caused by circumstances or events:
 - a. Beyond the party's reasonable control
 - b. Which materially affect the performance of any its obligations under this agreement.

CANCELLATION

10. Should the Client's purchase of eLearning products not be consumed within a 12-month period from the date of purchase, Peak Services is not liable for any user licences not consumed within the contracted timeframe.
11. If a licence has been allocated and the course has not been accessed within three (3) months of allocation to the nominated recipient, Peak Services will, at the request of the client, re-allocate the licence to another user at no additional cost to the client.

LIMITED LIABILITY

12. Peak Services is not liable for any loss, damage, injury, costs (including legal), claims or expenses sustained by the Client or its employees, agents or customers, arising directly or indirectly from or connected with this assignment, except for where Peak Services has been deemed to be negligent in the services provided.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

13. Unless specifically agreed otherwise, copyright of all eLearning material including SCORM files provided to Clients, remains with Peak Services, except where stated, and may not be reproduced in whole or in part, recorded, loaned, broadcast, stored in a retrieval system or displayed publicly without prior permission.
14. The Client grants Peak Services a licence to use any Client supplied information for the purposes of completing the services contemplated by this agreement.

15. The Client shall advise Peak Services in writing if any Client supplied documents or information are to be treated as confidential.
16. Where SCORM files are provided by Peak Services to the Client for hosting on the Client's inhouse platform (LMS or other), the following conditions apply under this agreement:
 - SCORM files are provided under a twelve (12) month agreement.
 - During the contracted period, should the number of user licences purchased be exhausted, the Client must purchase additional licences or cease using the SCORM files provided by Peak Services.
 - At all times, SCORM files remain the property of Peak Services and cannot be transferred to another party.
 - Peak Services reserves the right to request a user report at any time during the contract period.
 - Upon expiration of the twelve (12) month period, the client will cease to use, remove (from their LMS) and destroy SCORM files provided by Peak Services.
 - Prior to the end of the contracted period, the Client will provide Peak Services with a final User Report.

PRIVACY

17. We only collect information that is reasonably necessary for the proper performance of our activities or functions. This may include for record keeping, communication with you/participants or marketing.
18. When we collect your information, we put measures in place to ensure your information is kept confidential, used securely and only used for the purposes outlined. Refer to Peak's privacy policy for full details. The policy is publicly available www.peakservices.com.au.

ASSIGNMENT

19. Peak Services may assign, novate, sub-contract, or otherwise transfer all or any part of its rights or liabilities under this arrangement without the consent of the Client. The Client must execute any document reasonably required by Peak Services to give effect to the assignment, novation or transfer.

TECHNICAL REQUIREMENTS

20. To run online training, devices require internet access and a web browser with common browser plug-in software. Details are available in a Technical Standards document upon request.

COURSE USAGE

21. Courses have been implemented and delivered across a variety of environments. However, the stability of the course content delivered through any desktop, software or user virtualisation system is subject to the configuration and the support of the Client's internal IT resources.
22. Pre-purchased licenses must be assigned to users within 12 months from the nominated release date. A licence is used when a course is assigned to a User. The User will have 12 months access to the course from the date of the course being assigned to the User's account, or as long as the Client has a contract to access the LMS.
23. If a licence has been allocated and the course has not been accessed by the individual within three (3) months, Peak Services will re-allocate the licence to another User at the request of the Client and at no additional cost to the Client.

WARRANTY

24. The Client warrants that all courses will have been approved by them as fit for purpose before release to their staff. Peak Services does not make any warranty as to the results that may be obtained from the use of the LMS or as to the accuracy or reliability of any information obtained through use of the LMS.
25. Courses are provided by Peak Services for general training purposes and should not be considered as professional advice.

AUTHORISATION

26. The Client hereby certifies that all Users are employed by or are under contract to the Client and undertakes to bring these Terms and Conditions to the attention of Users.

COURSE ASSIGNMENT/ALLOCATION

27. A bulk enrolment form must be fully completed and sent to Peak Services for courses to be assigned. All complex course assignments will be discussed prior to allocation.
28. Single course assignment will be completed within 2-3 business days.
29. Training Reports will be provided within a reasonable timeframe upon the Client's request.