

Virti Pty Ltd | Terms and Conditions

Last updated: 15 September 2025

1 Definitions

1.1 In these terms and conditions:

Booking Confirmation means the written confirmation we issue You confirming acceptance of the Your booking and which incorporates these Terms by reference which may be by email, included on our invoice or any other way we reasonably determine.

Claim means any allegation, suit, action, demand, cause of action, judgement or proceeding of any kind made in respect of any Loss under or in connection with these Terms.

Course means a training program and/or any training services delivered or arranged by us (including any practical components, assessments and use of equipment).

Intellectual Property Rights means:

- (a) any and all present and future intellectual and industrial property rights worldwide conferred by statute, common law or equity including all copyright, trade marks (registered and unregistered), confidential, scientific, technical and product information, and other results of intellectual activity in the scientific, industrial, commercial, literary or artistic fields whether or not registrable, registered or patentable; and
- (b) all trade secrets, graphic devices, accumulated knowledge, technical information, know how, formulations, methods of manufacture and use which may be written or oral; and
- (c) rights in applications to register these or like rights, all renewals and extensions of these rights and rights in the nature of these rights, such as moral rights.

Loss means any loss, damage, cost, interest, tax expense, debt, fee, penalty, fine, forfeiture, assessment, liability or damages suffered or incurred by a person.

On-Site means Your premises or any other location nominated by You for the delivery of a Course other than premises arranged or provided by us.

Participant means the individual attending the Course, being either You (if You are personally undertaking the Course) or any individual You nominate to attend the Course on Your behalf.

Terms means these terms and conditions.

Virti, we, us, our means Virti Pty Ltd ACN 681 724 112.

You means the person making a booking for a Course, whether as an individual attending the Course or as an employer, company or organisation nominating one or more Participants to attend the Course.

2 Booking

2.1 These Terms apply to all Courses we provide to You and Participants.

2.2 A legally binding agreement is formed when:

- (a) You make a booking (whether by registration form, email or other method accepted by us); and
- (b) we provide You with a Booking Confirmation.

2.3 Unless otherwise agreed, we will not provide You with a Booking Confirmation until the course fees have been paid in full in cleared funds.

2.4 Where You are not the Participant, You must ensure that each Participant You nominate to attend a Course complies with these Terms (including conduct and safety obligations).

2.5 You acknowledge that any act or omission of a Participant in connection with a Course will be deemed to be Your act or omission.

2.6 Some courses may require the Participant to meet specified entry requirements (for example, minimum age requirement). You are responsible for ensuring the Participant meets these prerequisites before booking.

2.7 We reserve the right to reject or cancel a booking at our discretion, including where:

- (a) You have not, or a Participant has not, provided complete or accurate information;
- (b) the Participant does not meet any stated prerequisites or entry requirements; or
- (c) Course fees have not been paid in full or the payment has been declined, reversed, or subject to chargeback.

3 Training Services

- 3.1 Subject to these Terms including clause 8.3, we will deliver the Course in person at the venue, dates and times confirmed in writing to You.
- 3.2 On successful completion of the Course requirements, we will issue the Participant with a Statement of Attainment. The Statement of Attainment confirms that the Participant has undertaken the training but does not of itself grant any licence or accreditation.
- 3.3 Where a Course requires formal assessment, we may arrange for an independent third-party assessor to conduct the assessment. You undertake, and You must ensure each Participant undertakes, to comply with the terms and conditions of the third party assessor.
- 3.4 You acknowledge that:
 - (a) passing any assessment depends on the Participant's performance and competence;
 - (b) we do not guarantee that the Participant will be successful in any assessment; and
 - (c) the outcome of the assessment is determined solely by the assessor.

4 On-site training services

- 4.1 This clause 4 applies if we provide training services On-Site.
- 4.2 You must provide us, our trainers and assessors with safe and timely access to the On-Site location, together with suitable facilities reasonably required to deliver the Course, including training rooms, equipment, utilities and amenities.
- 4.3 Our personnel will comply with all reasonable workplace health, safety, security and site rules notified by You when delivering the Course On-Site. You must notify us in advance of any special site inductions or access requirements.
- 4.4 You are responsible for ensuring that:
 - (a) the On-Site location is safe and compliant with all applicable work health and safety laws;
 - (b) all equipment provided by you for use in the Course is safe, properly maintained, and suitable for the intended training; and
 - (c) any known hazards are disclosed to us prior to the Course.
- 4.5 We accept no responsibility for the condition of the On-Site location or equipment that you provide.
- 4.6 You must hold and maintain appropriate insurance coverage (including public liability and workers' compensation) in connection with the On-Site location, your equipment, and your personnel during the Course.
- 4.7 You indemnify us against any Claim or Loss arising out of or in connection with the condition of the On-Site location, the equipment located On-Site, or Your failure to comply with Your obligations under this clause, except to the extent caused by our negligence of wilful misconduct.

5 Conduct

- 5.1 You must (and You must ensure that any Participant You nominate to attend a Course):
 - (a) act honestly, professionally and respectfully towards our trainers, assessors and other participants;
 - (b) comply with all health, safety and site rules notified by us or the venue;
 - (c) not harass, abuse, threaten or harm any other person;
 - (d) not engage in any discriminatory, obscene, sexually explicit, defamatory or otherwise objectionable behaviour;
 - (e) not use offensive language;
 - (f) not misrepresent identity, qualifications or affiliations;
 - (g) not disclose or use the training materials in breach of any legal or contractual obligation including these terms; and
 - (h) not cheat, attempt to cheat, or assist another person to cheat in any assessment or Course activity, including copying another person's work, using unauthorised materials, or providing false or misleading information.
- 5.2 Participants must not be under the influence of alcohol, illegal drugs, or any substance that may impair their ability to participate safely in the Course.
- 5.3 You acknowledge that some venues used for Courses may operate surveillance systems such as CCTV or electronic monitoring.
- 5.4 We reserve the right to immediately exclude a Participant from a Course if their conduct breaches this clause or otherwise places themselves, others, or our personnel at risk.

- 5.5 If a Participant is excluded for cheating or misconduct, we may withhold or revoke any Statement of Attainment, and no refund will be provided. Such Participants may be banned from enrolling in further Courses at our discretion.

6 Training Materials

- 6.1 We will provide training materials to support the Course. These may include materials owned by us or licensed from third parties.
- 6.2 All Intellectual Property Rights in the training materials remain with us or the applicable third-party owner.
- 6.3 To the extent we are authorised to do so, we grant You a revocable, non-exclusive, non-transferable licence in Australia to permit any Participant to use the training materials for their personal learning only.
- 6.4 You must not, and You must ensure the Participant does not:
- (a) copy, share, distribute, adapt, or otherwise use the training materials for any commercial purpose without our prior written consent; or
 - (b) remove, alter, or obscure any copyright, trade mark, or other proprietary notices on the training materials.

7 Payment

- 7.1 Course fees must be paid in full at the time of booking, unless we otherwise agree.
- 7.2 We accept payment by electronic funds transfer and any other method approved by us.
- 7.3 A Participant's place in a course is not confirmed until full payment has been received in cleared funds.
- 7.4 If You fail to pay any amount due by the required date, we may:
- (a) cancel Your booking;
 - (b) refuse the Participant's entry to the Course; or
 - (c) withhold the issue of any Statement of Attainment until all outstanding amounts are paid.
- 7.5 The following fees apply for additional services, such as:

Replacement Statements of Attainment	\$50 per copy
Replacement ID	\$50 each
Re-assessment	\$250 per assessment

- 7.6 If we offer payment by credit card, we may apply a surcharge. Any surcharge will not exceed our reasonable cost of accepting that card type, as permitted under the Competition and Consumer Act 2010 (Cth). The surcharge amount (if any) will be disclosed before payment is processed.
- 7.7 Unless otherwise stated, all fees are quoted in Australian dollars and are inclusive of GST.
- 7.8 To reduce the risk of fraud (including but not limited to business email compromise or cyber-related scams), if You receive any communication purporting to change our notified bank account details or an invoice that contains different bank details, You must confirm the change verbally via a direct telephone call to us. You are solely responsible for verifying the authenticity of such communication.

8 Cancellations, transfers and refunds

- 8.1 If You cancel a booking:
- (a) more than 14 days before the Course start date, a full refund will be provided less a 10% administration fee;
 - (b) between 14 days and 48 hours before the Course start date, 80% of the Course fee will be refunded; and
 - (c) within 48 hours of the Course start date or You (or the Participant) does not attend the Course, no refund will be provided.
- 8.2 Any request to change Course must be made in writing by giving at least 48 hours notice. Change requests are subject to our written approval and availability. If we agree to your request to change the Course with less than 48 hours' notice, we may charge a fee of \$250 as a genuine pre-estimate of our loss to cover trainer and/or assessor costs and associated expenses.
- 8.3 We reserve the right to change the venue, time, reschedule or cancel a Course at our discretion, including where:
- (a) minimum Participant numbers are not reached;
 - (b) inclement weather makes it unsafe or impracticable to deliver the Course;
 - (c) the scheduled trainer is unavailable (for example, due to illness or emergency); or
 - (d) circumstances beyond our reasonable control prevent delivery of the Course.

- 8.4 If a Course is rescheduled by us:
- (a) we will notify you of the new date, time and venue as soon as reasonably practicable; and
 - (b) your booking will automatically transfer to the rescheduled Course; and
 - (c) if you are unable to attend the rescheduled Course, we will issue a credit note.
- 8.5 If a Course is cancelled by us, we will (at our option but subject to applicable law) either reschedule the Course to another time or day or provide a credit note. We will aim to provide as much notice as reasonably practicable if a Course is cancelled.

9 Liability

- 9.1 To the maximum extent permitted by Law, all guarantees, warranties, conditions or other terms not expressly set out in this Agreement are excluded.
- 9.2 Nothing in these Terms excludes, restricts or modifies any right, remedy, guarantee or warranty imposed by law (including the Australian Consumer Law) that cannot lawfully be excluded or limited.
- 9.3 Subject to clause 9.2, our total aggregate liability to You and any Participant for any Loss arising out of or in connection with a course, whether in contract, tort (including negligence) or otherwise, is limited to the total course fees paid by You for that course.
- 9.4 To the maximum extent of the law and subject to clause 9.2, we are not liable for any Loss that does not arise according to the usual course of things and includes loss of anticipated or actual profits or revenue; loss of production or use; loss or corruption of data; financial or holding costs; loss or failure to realise any anticipated savings; loss of business or business interruption; loss or denial of business or commercial opportunity; loss of or damage to goodwill, business reputation, future reputation or publicity; downtime costs or wasted overheads; loss of income, loss of opportunity, damage to reputation, and special, punitive or exemplary damages.
- 9.5 **Risk Warning:** You acknowledge, and You must ensure that each Participant acknowledges, that attending and participating in a Course involves inherent risks of injury (including serious injury or death) associated with the use of construction equipment and training activities. These risks are obvious and cannot be entirely eliminated. Subject to clause 9.2 and to the maximum extent permitted by law we exclude all liability for death injury, Loss, or Claim suffered by a You or a Participant in connection with a Course, except to the extent caused by our negligence or wilful misconduct.
- 9.6 You indemnify us against any Loss or Claim arising out of or in connection with a Participant's conduct during a Course including a breach of clause 5 (Conduct) except to the extent caused by our reckless conduct or negligence.
- 9.7 You acknowledge that successful completion of a Course and receipt of a Statement of Completion does not guarantee that the Participant will pass any licence assessment or obtain any licence, accreditation, authority to carry out regulated work or employment outcome.
- 9.8 To the extent we are permitted to limit our liability for breach of an applicable Consumer Guarantee or other condition or warranty implied into these terms by legislation, our liability is limited (at our election) to re-supplying, or paying the cost of re-supplying, those services.

10 Complaints handling

- 10.1 We are committed to providing quality training and customer service. If You or a Participant has a complaint about a Course, our staff or assessors, You should raise the matter as soon as possible so that it we can address it promptly and fairly.
- 10.2 Complaints can be made in writing to info@virti.com.au or by phone to 0448 043 255 . We aim to acknowledge receipt of the complaint within 5 business days and will use reasonable efforts to investigate and resolve the complaint within 20 business days. If additional time is required, we will inform You of the reasons and expected timeframe.

11 Privacy

- 11.1 By enrolling in a Course, You and each Participant acknowledges that we collect personal information (including name, contact details, date of birth, emergency contact information, unique student identifier, medical information relevant to a Participant's safe participation and any other information You or a Participant chooses to provide). We may also collect copies of photo identification and other documents required to confirm a Participant's identity, eligibility, or competency.
- 11.2 You authorise us, and you confirm that each Participant authorises us, to use and disclose any personal information provided:
- (a) to third-party assessors for the purposes of conducting licence assessments or issuing statements of attainment;

- (b) to government departments, regulators and licensing authorities as required to process or verify assessments, licences, certifications or accreditations;
 - (c) to training venue operators for the purposes of site safety and security; and
 - (d) for our internal administration, record-keeping, and compliance purposes.
- 11.3 By providing this information, You consent, and You confirm that each Participant consents, to its collection, use and disclosure for the purposes described above. If You or a Participant chooses not to provide the required information, we may not be able to enrol the Participant in a Course or arrange any related assessment.

12 General

- 12.1 A notice:
- (a) must be in English, in writing, addressed to the recipient, and delivered by hand, courier, prepaid post, or email.
 - (b) is taken to be received:
 - (i) if delivered by hand or courier – when delivered;
 - (ii) if posted – 3 Business Days after posting;
 - (iii) if emailed – when sent, unless the sender receives an automated failure notice.
 - (c) if received after 5:00pm or on a non-business day, is taken to be received at 9:00 am on the next business day.
- 12.2 To the maximum extent permitted by law, we will not be responsible for any delay or failure to perform its obligations under these Terms where the delay or failure is caused by an event beyond our reasonable control. Examples include natural disasters, fire, flood, explosion, epidemic or pandemic, war, terrorism, civil unrest, industrial disputes, power outages, telecommunications or internet failures, or the failure of third-party systems or services.
- 12.3 Neither party may assign any of its rights or obligations under these Terms without the prior written consent of the other party, which must not be unreasonably withheld, delayed or conditioned.
- 12.4 Termination or expiry of these Terms does not affect provisions which, by their nature, are intended to continue, including but not limited to liability limitations and intellectual property rights.
- 12.5 These Terms, together with the Booking Confirmation, set out the complete, final and exclusive agreement between You and us in relation to the Course and supersede all prior or contemporaneous agreements and understandings, whether written or oral.
- 12.6 If any provision of these Terms is found to be invalid or unenforceable, the provision will be modified to reflect as closely as possible the parties' original intent, and the remainder will continue in full force and effect.
- 12.7 A waiver of any power, right or claim under these Terms must be in writing and signed by the party granting the waiver. A failure to enforce any provision on one occasion will not be deemed a waiver of that provision or any other provision.
- 12.8 These Terms are governed by, and are to be construed in accordance with, the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 12.9 In these Terms:
- (a) the singular includes the plural and vice versa;
 - (b) headings are used for convenience only and do not affect the interpretation of the Agreement;
 - (c) a reference to a document includes the document as varies, amended supplemented, novated or replaced from time to time;
 - (d) unless expressly stated otherwise, all monetary amounts in this Agreement are in Australian dollars;
 - (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
 - (f) the word "person" includes a natural person and any body or entity whether incorporated or not;
 - (g) a reference to a thing includes a part of that thing;
 - (h) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)"; and
 - (i) a reference to time or date is to the time and date in New South Wales, Australia.