

DYNAMIC WEB TRAINING PTY LTD (ABN 97 094 737 498)

Level 11  
32 Walker Street  
North Sydney NSW 2060  
Tel: 1300 888 724  
Fax: (02) 9957 1377

Booking Form

Please return only the completed booking form (Page 1) with your payment or fax to (02) 9957 1377.

CLIENT/COMPANY NAME:

NAME OF TRAINEE (S):

INVOICE NO:

CLIENT/COMPANY POSTAL ADDRESS:

CONTACT TEL:

FAX:

EMAIL:

CHOOSE METHOD OF PAYMENT: (please circle)

VISA

MASTERCARD

AMEX

DINERS

CHEQUE

DIRECT DEPOSIT(EFT)

Card No:

Expiry:

Name on Card:

Amount Charged: \$

**EFT Details:**

**Bank: WESTPAC    A/C Name: Dynamic Web Training Pty Ltd    BSB: 033 000    A/C No: 797022**

Upon payment, I acknowledge that I have read, understood and agreed to the booking terms and conditions (titled "Terms and Conditions" on Page 2 and Page 3) contained in points 1 – 16 that follow this form. I understand that these terms and conditions contain Dynamic Web Training's standard terms and conditions and I agree to abide by them. I am also indicating that I have full authority to act and/or acknowledge on behalf of the client so named in this form.  
ACKNOWLEDGED.

DATE:

PRINT NAME:

TITLE:

SIGNATURE:

WHERE DID YOU HEAR ABOUT DYNAMIC WEB TRAINING?

**DYNAMIC WEB TRAINING PTY LTD**  
(ABN 97 094 737 498)

**TERMS AND CONDITIONS**  
**BOOKING CONTRACT**

1. Dynamic Web Training Pty Ltd (ACN 094 737 498) means the company who provides the training courses to its clients (**DWT**).
2. The client or the trainee means the person who attended the training course including the company by whom the client or the trainee is employed by (the **Client**).
3. The trainer or the consultant means the person who teaches/trains/lectures/consults the training courses provided by DWT, including the company whom the trainer or the consultant is employed by (the **Trainer**).
4. All training courses must be paid for in full before attending such a course.
5. If the Client wishes to cancel a training course, the Client must notify DWT in writing. No refund of monies shall be made, but a credit note shall be issued for the same amount of monies paid, less any cancellation fees payable. A cancellation fee equal to 50% of the course monies/value paid is payable immediately if the cancellation is made within 10 days before the course the Trainee is scheduled to attend. Cancellation does not become effective until DWT receives this written notification.
6. If the Client has purchased a DWT course package (a package is defined as any booking made for a combination of more than one course offered at a discounted rate – eg: "Adobe Creative Suite Package" or a "Dreamweaver Package" or any other packages that may be offered from time to time and wishes to cancel it, the Client must notify DWT in writing. Cancellation will be accepted as long as none of the courses in the package have been attended yet.  
  
No refund of monies shall be made; a credit note shall be issued for the same amount of monies paid, less any cancellation fees being 50% of the course monies/value paid. Cancellation does not become effective until DWT receives this written notification.
7. Failure to attend a training course without notice will result in the forfeit of that course booking and any such monies paid for that training course.
8. If the Client wishes to reschedule a training course, the Client must notify DWT in writing. If the rescheduling occurs within 10 days from the commencement of the course the Client will automatically be placed on a Last Minute wait-list for a later class. Last Minute wait-list bookings can only be made after 3.00pm the day before the rescheduled class is due to commence. Last Minute wait-list bookings are subject to the following conditions:
  - Dynamic Web Training has places available on the requested training course date
  - The rescheduled course may be conducted on a newer version of the software
  - Where the rescheduled class is longer in duration than the original course, students will be required to pay the difference between the new course price and the original course price.

Should the Client wish to confirm a reschedule course date without being placed on a Last Minute wait-list there is a transfer fee equal to 50% of the current individual published price for the course.

Rescheduling does not become effective until DWT receives this written notification.

9. All prices for the courses are included with Australian Good and Services Tax (GST).

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10. DWT offers a satisfaction guarantee with the following conditions:  
All students can re-sit the course they attend FREE of charge, subject to the following conditions:
  - Subject to places being available on the requested training course date.
  - The repeated training course must be completed within 4 months of the original training course date.
  - If a newer version of the software is being taught, a fee of 50% of the course cost is payable.
  - The repeated course may or may not be with the same lecturer.
  - Bookings may only be made after 3.00pm the day before the course is due to commence.
11. DWT reserves the right, if necessary, to make alterations or changes to a previously confirmed training course date for a variety of reasons including but not exclusively, such as illness of the Trainer. In such cases, DWT will endeavour informing the Client as soon as possible. In the event whereby it is necessary for DWT to re-schedule the course(s) to another date(s) then DWT shall inform the Client as soon as practicable regarding the new date(s). The Client has a right to apply for a full refund only when the re-scheduling of the course(s) has been made more than once by DWT. DWT will have no other liability due to changes to the training course date other than those set out in this condition and no other claim for compensation or expenses will be considered.
12. DWT reserves the right to postpone any training course as a result of say, disruptive behaviour. In these circumstances, DWT will offer alternative dates but will not offer any refund of monies paid. Those individuals causing the disruptive behaviour resulting in the postponement of the training course will be dismissed and will not be entitled to attend the course at a later date and will forfeit all monies paid to DWT.
13. DWT has a no smoking policy in their offices.
14. DWT shall in no circumstances be liable for any loss of profit suffered directly or indirectly following the training course attended by the Client.
15. The Client shall not approach, or make any offer of employment for works to any Trainer or consultant provided by DWT and will not permit or suffer its Trainer or consultant to make any such approach or offer of employment for works, for a period of 12 months after the provision of the service and/or from the date of this booking conditions contract is made. In the event that any Trainer or consultant provided by DWT works for the Client and receives payment of moneys from it within 12 months of the provision of the service and/or from the date of this booking is made, a fixed introduction fee of A\$20,000 (Australian Twenty Thousand Dollars) will be charged by DWT to the Client and is payable within 21 days from the date of the letter of demand sent by DWT to the Client.
16. This is booking contract made by DWT on its terms and conditions which are governed by Australian Law and all parties shall submit to the jurisdiction of the Australian Courts at all times.

**The above points 1-16 constitute the standard terms and conditions of Dynamic Web Training Pty Ltd.**