

Terms & Conditions

Reservations

- Telephone enquiries may be made to AMOSC to check suitability of courses and availability. Alternatively, course availability is located on our website and is current.
- Bookings can be made through our website www.amosc.com.au where credit card payment is required, or Purchase Order can be provided.
- Credit card payment (AMEX, Visa or Mastercard) or Purchase Order will be required at the time of making the online booking. On receipt of bookings, notification will be sent by AMOSC confirming the booking, a receipt of payment or invoice will also be sent to the parties as detailed in the online booking.
- Organisations may reserve multiple places of 4 or more people on AMOSC scheduled courses without participant names provided the full course payment has been received for each place reserved. Completed booking forms for each participant must be received no later than 14 days prior to course commencement.

Payments

- Invoice receipts will be sent immediately after the online booking payment has gone through successfully.
- Payment must be made online to secure the reservation on the course through AMEX, Visa or Mastercard. For bulk booking invoices, payment must be made prior to course commencement.
- AMOSC will refuse participant attendance on a course, if payment is not settled before the start of the course.
- Payment must be made in Australian Dollars (AU\$) for all courses.
- AMOSC shall not be deemed to have received payment until the funds are credited for value to the said account.
- All courses delivered in Australia will be subject to GST at the applicable rate. For courses delivered in Australia the published course fee includes GST. This includes overseas participants
- Course fees for all courses delivered outside of Australia are nett of all taxes. The sponsoring organisation will be responsible for payment of any other taxes which are due.
- The Client shall not withhold or set off any amount from any payment due to AMOSC.
- The Client shall indemnify and keep indemnified AMOSC against all forms of taxation or fiscal imposts of whatsoever nature levied upon AMOSC or its employees in any jurisdiction other than Australia arising out of AMOSC's performance of the Services, including, without limitation, withholding tax and local added value taxes in any such jurisdiction and any customs or import or export duties. For the avoidance of doubt, in the event of any withholding of tax the Client shall pay to AMOSC such further amount, in addition to the sum payable under this Agreement, so that AMOSC shall receive such sum as it would have received had no such withholding taken place.
- AMOSC payment terms are 30 days. Late payment charges will be issued for any outstanding invoices.

ELECTRONIC TRANSFER

Company Name: Australian Marine Oil Spill Centre Pty Ltd
 BSB: 012 950
 Account Number: 440363518
 Bank: ANZ
 Companies are requested to confirm payment by email

Course Fees

- All fees include tuition, lunch, morning and afternoon refreshments and course materials.
- Transport will be provided for exercises were applicable to the programme.
- Course fees do not include accommodation.
- The fees for a particular year are determined in advance. Any unavoidable change in fees will be advised at the time of booking.

Cancellations and Transfers

- AMOSC understands that occasionally difficulties will arise and result in nominated staff being unable to attend a training course; however AMOSC training is costed on 100% attendance, therefore cancellations will only be accepted without charge when notice of cancellation is received in writing (email acceptable) at least 10 working days (2 weeks) prior to the course commencement date.

For cancellations received after this date refunds will only be considered should the position vacated be filled and participant numbers are at or above our minimum numbers to proceed with the delivery of the course.

20. If a nominated participant cannot attend, an alternate person (identified by the company) can attend the course with a minimum 2 days notice. Where an alternate participant has been nominated no refund or credit note will be issued. Transfer of personnel to alternate courses is not permitted over calendar years.

21. AMOSC reserves the right to charge full tuition fees if the nominated person elects to attend another course at a later date, and the notification is received outside of the minimum notice period advised in point 19.

22. AMOSC reserves the right to cancel a course at any time without liability. In these circumstances, participants will be offered an alternate date or course, or a full refund.

Refunds

23. Refunds will only be issued should the position vacated be filled. Refund percentages will be determined on a case by case basis at the discretion of AMOSC management. With more than 10 days notice of a cancellation, a full refund can be issued.

Joining Instructions

24. Upon payment of an online booking, an automatic notification will be sent to the nominated person advising on where to locate the Joining Instructions. This includes:

Confirmation of the course details and dates

Venue and contact details

Course content

Details on what to bring

25. By completing this form you have indicated your consent for AMOSC to utilise any photos or media gained from the course for use in its marketing or promotional materials.

Accommodation

26. For all courses conducted in Geelong and Fremantle, participants are required to book and pay for their own accommodation.

Dress Code

27. 'Smart-casual' dress is acceptable, although it is essential that all participants wear steel capped boots for site walk rounds. Where practical exercises are organised for some courses, personal protection clothing (hi-vis) will be required and this information will be set out in participants joining instructions.

Participants completing the Course in Oil Spill Response - Operations are to wear personal protective clothing for the duration of the course.

For all AMOSC Courses personal protection equipment (gloves, safety glasses, hard hats etc) will be provided, but you are permitted to bring your own.

Programme

28. As all AMOSC training courses are regularly appraised and updated, the course description is intended as a guideline.

Data Protection

29. AMOSC complies with the Privacy Amendment (Private Sector) Act 2000 Commonwealth and takes all reasonable steps to protect personal information. AMOSC will only use or disclose information for the purpose for which it was collected unless the person has consented, or the secondary purpose is related to the primary purpose and a person would reasonably expect such use or disclosure, or the use is for promotional material such as training videos in specified circumstances, or in circumstances related to public interest such as law enforcement or public or individual health and safety.

Health & Safety

30. Notwithstanding any other terms hereunder the Client or any of its directors, officers or employees will ensure compliance with all of AMOSC's instructions, directions, policies and procedures while at any site of AMOSC. Failure of the Client or any of its directors, officers or employees to comply with any of AMOSC's instructions, directions, policies and procedures could result in

the removal from the site and termination of the services, if such termination occurs the Client will be responsible for full payment in respect of the services and amounts due to AMOSC.

31. AMOSC training is supported by a suite of Health & Safety documents (including an AMOSC Health & Safety Plan, COVID-Safe Plan and a Disease Management Plan) which includes strict health and hygiene protocols to help prevent the spread of COVID-19 while attending the AMOSC training facility.

Control of Operations and Equipment

32. Where AMOSC's equipment is employed at one of AMOSC's locations or some other location chosen by AMOSC, the responsibility for the control of all matters at the location at which the equipment is deployed shall be that of AMOSC provided that the Client or any of its employees working on or with the equipment may decline to carry out any instruction and take any action it or they see fit in any situation when the safety of personnel or property may be at risk, and the decision as to whether any such situation exists shall be at the sole discretion of the Client or any of its employees who are present at the location of the equipment.

Law

33. The construction, validity and performance of this Agreement shall be governed by Victorian Law, and the parties agree to submit to the exclusive jurisdiction of the Victorian courts.

Liability and Indemnities

34. The Client shall indemnify and hold harmless AMOSC and its directors, officers, employees, sub-contractors and agents against all claims, costs, expenses, losses, liabilities and damages for or arising out of the personal injury, illness or death of any director, officer, employee or agent of the Client, or for loss of or damage to any property of the Client or its directors, officers, employees or agents howsoever caused and regardless of any negligence or breach of duty or other fault on the part of AMOSC or its directors, officers, employees sub-Contractors or agents whether or not arising out of or in connection with the Services.

35. AMOSC shall indemnify and hold harmless the Client and its directors, officers, employees or agents against all claims, costs, expenses, losses, liabilities and damages for or arising out of the personal injury, illness or death of any director, officer, employee or agent of AMOSC or for loss of or damage to the property of AMOSC or its directors, officers, employees, or agents howsoever caused and regardless of any negligence or breach of duty or other fault on the part of the Client or its directors, officers, employees or agents whether or not arising out of or in connection with the Services.

36. Without prejudice to clauses 31 and 32 above, the Client shall indemnify and hold harmless AMOSC and its directors, officers, employees, agents and sub-Contractors against any claims, costs, expenses, losses, liabilities and damages of or to any third party howsoever caused and regardless of any negligence or breach of duty or other fault on the part of the AMOSC or its directors, officers, employees sub-Contractors or agents whether or not arising out of or in connection with the Services.

37. Notwithstanding any other term herein, neither Party shall be liable to the other under, arising out of or in connection with this Agreement for any consequential or indirect loss or damage howsoever arising.

38. It is agreed and declared that maximum sum that may be recovered from AMOSC by the Client in respect of any claim, demand, action or proceeding arising out of or in any way connected with the performance, miss-performance or non-performance, by or on behalf of AMOSC of its obligations to the Client under or arising out of the performance of this Agreement (whether negligent or otherwise, and howsoever a head of damage may be formulated), shall not in any event exceed the total amount paid by the Client to AMOSC under the terms of this booking form.

Policies

39. AMOSC's training and assessment services are governed by organisational policies. To view the policies pertaining to AMOSC's training and assessment services, visit the AMOSC website – www.amosc.com.au