

2025 Course Terms and Conditions

Reservations

1. Telephone enquiries may be made to Australian Marine Oil Spill Centre (**AMOSC**) to check suitability of courses and availability. Alternatively, current course availability is located on our website.
2. Bookings can be made through our website www.amosc.com.au where credit card payment is required, or Purchase Order can be provided.
3. Credit card payment (AMEX, Visa or Mastercard) or a Purchase Order is required at the time of booking.
4. 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.

Payments

5. Invoice receipts will be issued immediately after the online booking payment has been received successfully.
6. Payment must be made online to secure the reservation on the course through AMEX, Visa or Mastercard, unless a Purchase Order has been raised (and number inputted when enrolling into a course).
7. AMOSC may refuse participant attendance on a course, if payment is not settled before the start of the course. If payment is to be made after course completion, the participant must list the Purchase Order number during the booking process.
8. Payment must be made in Australian Dollars (AU\$) for all courses.
9. AMOSC shall not be deemed to have received payment until the funds are credited for value to the said account.
10. 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 also applies to overseas participants.
11. Fees for all courses delivered outside Australia are excluding of all taxes. The sponsoring organisation is responsible for payment of any taxes which are due.

12. The client shall not withhold or set off any amount from any payment due to AMOSC.
13. 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.
14. AMOSC payment terms are 30 days. Late payment charges will be issued for any outstanding invoices.

ELECTRONIC TRANSFER DETAILS	
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 to amosc@amosc.com.au	

Course Fees

15. All fees include tuition, lunch, morning and afternoon refreshments and course materials.
16. Transport will be provided for exercises were applicable to the programme.
17. Course fees do not include accommodation or transfer to and from accommodation.
18. The fees for a particular year are determined in advance. Any unavoidable change in fees will be advised at the time of booking.
19. AMOSC reserves the right to charge discounted fees based on its own formula.

Cancellations, Transfers and Refunds

20. AMOSC reserves the right to cancel a course at any time without liability. AMOSC may make changes to dates, times, delivery format or location of courses. If you are affected by a change in date, time, delivery format or location, you will be notified by email, phone or SMS prior to the course commencement date and if you are no longer able to attend you will be able to:
 - a) Transfer to another scheduled course; or
 - b) Receive a refund.
21. AMOSC understands that occasionally difficulties will arise and result in you being unable to attend a training course. Therefore, cancellations and transfers will only be accepted without charge if notice of cancellation or transfer is received in writing, (email acceptable), at least 10 working days prior to the course start date, regardless of whether the booking is acknowledged or confirmed. Where notice of a transfer is received, a new course date must be selected and a place will be allocated, subject to availability. If an alternative course place is offered by AMOSC but not accepted by the client, this will be treated as a cancellation.
22. If you cancel greater than 10 working days prior to the course commencement date, you will be entitled to a full refund of the Course fee; or you may request to transfer your enrolment to another course. The request to transfer is valid only for the calendar year in which you enrolled. Transfers to alternate Courses is not permitted over calendar years.
23. If you cancel your enrolment at less than 10 working days prior to the Course commencement date, no refund will be provided, and no transfers will be permitted unless in exceptional circumstances at the discretion of AMOSC.
24. No refunds or transfers will be provided if a participant has accessed AMOSC's online learning platform, regardless of when you request the refund or transfer (unless required under relevant consumer law).

Joining Instructions & Pre-Course Reading and Assessment

25. 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 (and time frame for completion of online learning if applicable)*
 - *Details on what to bring*
26. By completing your enrolment and ticking the consent for media use box, you have indicated your consent for AMOSC to take and utilise any photos or media gained from the course for use in its marketing or promotional materials.
27. By completing your enrolment into a blended course, you agree to completing your online eLearning as a requirement for attending the face-to-face day at AMOSC at least 3 working days prior to course commencement. Should the online eLearning not be completed prior, participants will be turned away from the face-to-face days. If you encounter any issues with the platform, please contact AMOSC immediately on amosc@amosc.com.au or (03) 5272 1555.
28. By completing your booking and you have allocated course pre-work as a requirement of your course enrolment, you agree to have the course pre-work completed prior to attending your face-to-face days at AMOSC. If you encounter any issues with the course pre-work please contact AMOSC immediately on amosc@amosc.com.au or (03) 5272 1555.

Accommodation

29. Unless explicitly agreed beforehand, participants are responsible for their own travel and accommodation arrangements to AMOSC training locations.

Dress Code

30. 'Smart-casual' dress is acceptable for classroom-based learning. Where practical exercises are organised for some courses, personal protection clothing (high vis) will be required, and this information will be set out in participants joining instructions.
31. Participants completing the course in Oil Spill Response – Operations (IMO 1 Equivalent) are to wear the following for the duration of the course:
 - High-vis, long sleeve shirt
 - Long trousers
 - Steel cap boots.
32. For all AMOSC courses, where extra personal protection equipment is required (gloves, safety glasses, hard hats, hearing protection), these will be provided by AMOSC, but you are permitted to bring your own.

Programme

33. As all AMOSC training courses are regularly appraised and updated, the course description is intended as a guideline. AMOSC reserves the right to alter the content of any courses without prior notice.

Privacy

34. AMOSC collects personal information to provide training and assessment services. AMOSC takes the security of individual's private information and compliance with the Privacy Act seriously and for this reason, use the information provided only for the purpose it was provided for.
35. Handling and protection of personal information is regulated under the Privacy Act 1988. The Privacy Act includes 13 Privacy Principles that apply to the handling and use of personal and sensitive information.
36. AMOSC's Privacy Policy is for participants, staff and other individuals and is publicly available. This policy is available on AMOSC's website.

Health & Safety

37. 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.

38. AMOSC training is delivered in accordance with the AMOSC HSSE Plan and supporting healthy and safety documentation.
39. AMOSC will abide to its duties relating to incidents under the model WHS laws.
40. In the event of an injury being sustained or an incident occurs on a course, AMOSC reserves the right to contact all relevant stakeholders (including informing a participant's employer (line manager or representative)) of certain categories of injuries or incidents should they occur during a course at AMOSC. Permission will be sought from participants upon enrolment.

Control of Operations and Equipment

41. Where AMOSC's equipment is utilized at one of AMOSC's locations or another 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

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

Liability and Indemnities

43. 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.
44. 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.
45. Without prejudice to clauses 42 and 43 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.
46. 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.
47. 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, mis-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.