

CIPS Australasia Open Skills Training Terms and Conditions (v1.1 01.01.18)

These terms and conditions relate to any Australasia Open Skills Training courses taking place on or after 1 January 2018.

This document (together with the documents referred to in it) tells you (“**you**” means the party contracting with CIPS for Courses) the terms and conditions on which we (“**we**”, “**us**” or “**CIPS**” means the Chartered Institute for Procurement and Supply) supply training courses and events (“**Courses**”) and is to be read in conjunction with our General Terms & Conditions of Business and Website Use available on the CIPS Website www.cips.org/t-and-c (“**General Terms**”). If there is an inconsistency between any of the provisions of these terms and conditions and the General Terms, the provisions of these terms and conditions shall prevail. Please read these terms and conditions carefully before booking any Courses on our Website. You should understand that by booking any Courses, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

1. Booking Courses

Bookings for Courses can be made via our “**Website**” (means www.cips.org) at the following link: <https://www.cips.org/en-au/learn/training/> or by contacting our Open Training team on +61 03 9626 6000. For online bookings, please select the Course that you require and click the “**Book**” button, following the instructions step by step.

2. Description and pricing of Courses

Although we make every effort to ensure the prices listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the Course that you have booked prior to confirmation of your booking, we will tell you and give you the option of either reconfirming your booking at the correct price or cancelling your booking. In this instance, if we are unable to contact you or we receive no reply from you, your booking will be cancelled. CIPS reserves the right to change prices listed without notice. CIPS also reserves the right to refuse to supply to any individual or company.

3. Discounts

Membership discounts: A discount is available on our Courses for current members of CIPS. If booking via the Website, please log on to the Website as a member before making your booking in order to receive the membership discount. When booking by any other means, you should quote your membership number in the order to be entitled to a discount. If you fail to log into the Website or mention your membership status at the time of booking, you will be charged the full price for your Course. Unfortunately, we cannot offer any retrospective refund or credit for any membership discount that you would have been entitled to receive.

Group Training: Group training packages may be available upon request when a delegate books three or more

Courses or three or more individuals on for the one Course. If a delegate cancels any Course after having received a group training package, they will lose the entitlement to such a discount if the booking is for less than three Courses or three individuals (as applicable).

All courses in the Group Training package must be booked at the same time in order to be eligible. Discounts cannot be applied retrospectively. Please contact our Customer Solutions team on +61 03 9629 6000 to book these packages, in order to ensure the applicable discount is applied. Please note that Group Training packages are not subject to further discounts.

Provisional bookings

When booking a Course online, acknowledgement of the booking request is emailed within 1 working day of the request being received by CIPS. Where a booking is made online, by email or over the telephone is not accompanied by full payment or a formal purchase order (sent either by post or by email), the booking will be deemed provisional ("**Provisional Booking**"). Provisional Bookings will only be held until 2 (two) weeks prior to commencement of the Course, after this any Provisional Bookings will be cancelled.

When payment has been received in full, or a formal purchase order has been provided (with by email or by post), the individuals' place on the Course will then be confirmed and a binding contract will have been entered into between CIPS and the booking party. Please refer further to the "How to pay" section below.

4. Third party bookings

We accept bookings from third party companies acting on a delegate's or organisation's behalf, however the booking information supplied must relate directly to the delegate(s) in question and include the following:

- Delegate name
- Job title
- Company name and address (site address)
- Direct phone number
- Direct email address – this can be a work or personal email address

Bookings cannot be processed without this information being provided in full. This is to enable us to contact the delegate(s) directly when necessary (such as to provide joining instructions or attendance certificates) and also to provide appropriate health & safety and security measures at course venues.

5. Cancellation of Courses

CIPS reserves the right to amend or cancel any Course, Course times, dates or published prices. Changes to Course prices, times and dates will be advised before the Course start date and any Courses already paid in full will not be subject to the increased price. As a Course may be cancelled at any time up to two weeks prior to its start date, we recommend that delegates do not make travel or accommodation arrangements before this time. Any travel, accommodation or subsistence costs incurred (including incidental costs such as car parking) are entirely the responsibility of the delegate or the delegate's organisation.

CIPS does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its training Courses or events. Where a Course has been cancelled, delegates will be offered an alternative date for the same Course or a full refund.

6. How to Pay

If you are making a booking online, you can pay by credit or debit card. RBS Worldpay handles our online credit and debit card transactions in a secure environment. We accept American Express, Visa, and MasterCard.

If paying by purchase order, the invoice will need to be addressed to the booker or delegate's employer. Payment must be made within 3- days from the date of the invoice or if the booking is made less than 30 days before the Course date, payment is required before the Course start.

For bookings made other than via the Website, payment can be made in the following ways:

- Credit card;
- Debit card;
- Direct bank transfer to the CIPS bank account, details of which can be found in Clause 20;

Please note that we do not accept payment by cash. We also do not accept payments in any currency other than Australian Dollars *or* New Zealand Dollars.

You are advised to notify the Open Training Team in advance if you wish to pay by direct bank transfer to ensure the swift confirmation of your booking. You will **not** be eligible to attend the Course until full payment is received.

In the case of late bookings, payment must be made prior to attendance of the Course. If payment is not made prior to the delegate attending the Course, CIPS reserves the right to refuse admission until payment has been made in full.

7. GST & Card Charges

Fees quotes are exclusive of GST, which will be shown separately on the invoice. A GST invoice will be sent to cover your payment. Service fees will not be charged for payment via debit cards or direct bank transfer – credit card payments will also not be charged a fee from 12 January 2018.

8. Joining instructions

Joining instructions including venue details and start times are sent out by email directly to confirmed delegates at least 10 (ten) days before the event. Once this has been done the services is deemed to have started under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9. Intellectual property rights (including copyright)

All materials (“**CIPS Materials**”) provided for CIPS Courses including graphics, code, text products, software, audio, music and design are owned by CIPS or CIPS' third party Course providers. No content in whole or in part of the CIPS Materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of CIPS. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of CIPS, or in the case of material licensed to CIPS, the owner of such materials.

10. Cancellations

Where a firm booking has been accepted by CIPS and is subsequently cancelled, the customer will be liable for the following charges. All cancellations must be received in writing.

Time period before Course date that the cancellation is made	Charge to customer
More than 31 working days	No Charge
21-30 working days	30% charge
20 working days or less	Full charge

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a cancellation cooling off period where you can cancel your Course within a period of 14 days beginning on the day after the day on which the contract is concluded with you as notified by email or postal confirmation from CIPS in accordance with these Terms. In this case, you will receive a full refund of the price paid for the Courses in accordance with our refunds policy (clause 15 below). After this initial cooling off period the above charges apply.

Upon receiving the joining instructions or when booking 15 working days or less prior to the Course start date, you agree that the service provided by CIPS is deemed to have commenced and you agree to waive your right to cancel your booking and receive a full refund within 14 working days under the Consumer Contracts (Information, Cancellation and Additional Charges) regulations 2013. In such instances, the cancellation policy in the above table will apply.

11. Transfers

In the event that a delegate wishes to transfer his booking to another Course, a 10% administration fee will be charged if the transfer is requested between 21 and 30 working days of the original Course start date. For transfer requests made 20 working days or less prior to the Course date, no refund can be made.

12. Substitution

Delegate substitution may be made at any time. If the membership status of the delegate changes, the fee payable will be amended accordingly.

13. Refunds

If you wish to exercise your right to cancel your booking, CIPS will refund the fees paid according to the above cancellation policy. If payment for the order was originally made by credit or debit card, any refund will be made back to the same card. If payment for the order was made by direct bank transfer, a refund will be made by direct bank transfer to a bank account that you elect.

14. Written communications

Applicable laws require that some of the information or communications we send you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with the information by posting notices on our website. For contractual

purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. Notices

All notices given by you to us must be given to the address detailed in clause 21. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly serviced immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, when such email was sent to the specified e-mail address of the addressee.

16. Non-AU/NZ Delegates

CIPS welcomes delegates from overseas but if you are resident outside of Australia and New Zealand, you should ensure that you have a valid visa and can comply with all immigration requirements before booking a CIPS Course. Please note that CIPS training does not qualify you for a student visa or for entry into Australia or New Zealand. Visa information is given on <https://www.homeaffairs.gov.au/Trav/Visa-1>. If you wish to apply for entry to Australia and New Zealand, you should contact your nearest Australian Embassy that offers a visa service. A full list of Australian Overseas Embassies is given on <https://dfat.gov.au/about-us/our-locations/missions/Pages/our-embassies-and-consulates-overseas.aspx>.

CIPS cannot process bookings from outside Australia and New Zealand without full payment in advance. Once payment has been made, cancellation fees are payable in accordance with our terms and conditions. If you do not have a visa before applying and you are unable to obtain one, cancellation fees will be levied.

Any travel costs or any other expenses whatsoever incurred are entirely the delegate's responsibility.

17. Specific needs

CIPS aims to ensure that its events are accessible to all. If you have any specific needs, such as dietary or access requirements, please advise us at the earliest possible time and we will contact you to discuss your requirements. It is the responsibility of delegates to inform CIPS about any specific needs or requirements they may have.

18. Data Protection Statement

CIPS is registered under the provisions of the UK Data Protection Act 1998 and as of 25 May 2018, are subject to the General Data Protection Regulation (GDPR). CIPS keeps any personal data concerning you in confidence. A full description of the CIPS code of practice relating to data protection can be found on the website at www.cips.org/who-we-are/general-terms--conditions/privacystatement/.

19.CIPS bank details

Australia	New Zealand
<p>ANZ Bank Address: 388 Collins Street Melbourne Victoria 3000, Australia</p> <p>Account name: CIPS Australia Pty Ltd BSB: 013-006 Account no: 498247384 Swift Code: ANZBAU3M</p>	<p>ANZ Westgate Address: Shop B1, Westgate Shopping Centre Westgate Drive, Massey Auckland 0614, New Zealand</p> <p>Account name: CIPS Australasia Pty Ltd Branch Code: 1839 Account no: 01-1839-0231036-00 Swift Code: ANZBNZ22</p>

Please email a copy of your bank receipt to our Open Training Team (training@cipsa.com.au) ensuring you quote your full name and either your CIPS membership number, enquiry number or CIPS company number.

20.Contact details for the Training Team

Telephone: +61 03 9629 6000

Email enquiries: training@cipsa.com.au

Address: CIPS Australasia, Level 2, 520 Collins Street, Melbourne VIC, 3000, Australia

21.Complaints Procedure

At CIPS, we are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received from the Open Training Team, please contact us on complaints@cips.org.

22.Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of Australia and you irrevocably submit to the exclusive jurisdiction of the courts of Australia.

Other Information

Venues

Venues are sourced and visited ensuring that CIPS standards are met. Venues are normally dedicated conference centres.

Course Providers

CIPS uses third party providers to present its Courses. They are leading edge procurement professionals within their fields and have been thoroughly vetted by CIPS.