
Terms and Conditions of Training

These are the Terms and Conditions that Penske offers to participants in training courses that we provide. If you participate in training courses provided by Penske, then you acknowledge and accept that these Terms and Conditions apply to you.

These Terms and Conditions apply to the exclusion of all others, including any terms and conditions that might appear on customer contracts, invoices or purchase orders, for example.

Headings are here to help you navigate the document, and don't form part of the Terms and Conditions.

1. Who's Who

In this document 'Penske' means Penske Australia Pty Ltd (ACN 073 690 990) or Penske New Zealand (Company Number 107518) as appropriate.

The words 'we', 'us' or 'our' refer to Penske.

'The Customer' means any person, company, trust or other entity that submits an Application for Training to Penske, or participates in Training provided by Penske.

'You' and 'your' are references to the Customer.

2. Applications for Training

You can request training from the Penske Customer Training Program, or other training offered by Penske from time to time, by completing and submitting a Training Request Form.

Penske's training department can provide you with a copy of the current Training Program and Training Request Form upon request.

You can reach the training department by telephone on +61 2 8602 6300, or by email at training@penske.com.au.

3. Conditions of Training

(a) When you submit a Training Request Form, you agree to be bound by that request for six weeks after the date that it is received by Penske as it can take time and resources to coordinate the requested training.

(b) Once we've made the necessary arrangements, we will send you an Acceptance Notice confirming acceptance of your Training Request Form.

Sometimes we may not be able to accommodate your Training Request Form due to logistical constraints, environmental factors, or because the course that you have requested is already fully booked. When that happens we will let you know and provide details of the next available course.

(c) If you visit our premises for training we'll need to set some ground rules to ensure that we provide our staff and visitors with a safe and comfortable working environment, as well as ensuring compliance with applicable laws.

When attending training at Penske premises you agree to follow all reasonable directions of Penske personnel while on site.

(d) We reserve the right to remove any trainee from training if they refuse to adhere to any of our lawful, reasonable directions.

4. Cancellation and Changes

Sometimes things don't go as planned, and we may need to modify or cancel training after we've issued an Acceptance Notice.

You agree that we can provide a substitute instructor, modify or update the course curriculum and, with reasonable notice, change the timing and location of the training.

If Penske cancels training prior to its completion, then we will refund any course fees paid in respect of that course. We are not liable for any costs that you incur as a result, including but not limited to travel or accommodation costs associated with your attendance.

If your trainee cannot attend training due to a change in timing or location, then they will be entitled to enrol in the same course at an alternative time at no additional charge.

If you need to cancel, then you can do so without cost at any time up until four weeks before the training is scheduled to begin.

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If you cancel between two and four weeks before the training is scheduled to begin then you will be liable to pay 50% of any fees payable in respect of the training. If you cancel with less than two weeks' notice, or if your trainee does not attend, then you will be liable for the full fees payable in respect of the training.

You have the right, with no increase in cost, to send an alternative trainee to participate in any courses that you have reserved and paid for in full.

5. Qualifications

The qualifications listed in the course descriptions are prerequisites for course participation. Penske may decide at any time to terminate the training of any attendee who does not possess the required qualifications.

6. Course Fees

We'll let you know the course fees for any given course upon request, and we'll set the course fees payable in respect of any given Training Request Form in our Acceptance Notice. Prices are net, without discount or other form of rebate. Payments are to be made as indicated on the Acceptance Notice.

Payment by the due date is a prerequisite for participation in the training.

7. Copyright

Penske reserves all rights to the training documentation, including translation, reprints and copying, either the whole or extracts thereof.

No part of the training documentation may be reproduced in any way, in particular by the employment of electronic systems, nor shall it be copied, dispersed or used for open publication, without the prior permission, in writing, of Penske.

Penske reserves the ability to recover from the applicant and/or trainee all costs and expenses associated with any breaches of its intellectual property rights.

8. Copyright protection

The software employed during courses of instruction is subject to copyright protection.

The software may not be removed from the training areas, nor may it be copied either the whole or part thereof or otherwise rendered useable in any non-approved form.

Rights of use of Penske software products, or other third parties, as far as these are required for completion of the course curriculum are included in the course fees for the duration of the course only. Documentation from Penske may not be copied or reproduced in any form without permission.

Penske reserves the right to recover from the applicant and/or trainee all costs and expenses associated with any breaches of copyright.

9. Privacy

Penske collects personally identifiable information in order to provide the training that you request.

You authorise Penske to hold and use the information that you provide to us in the Training Request Form or any other format to:

- (a) Facilitate and provide the training that you request;
- (b) manage your account with us, including to send you statements and invoices;
- (c) provide you with information about Penske products and any special offers that Penske believe may be of interest to you, unless you advise otherwise; and
- (d) transfer your information to related or associated companies and other entities that assist Penske to provide Customers with Goods and Services, including subcontractors.

The information that you provide to us will be treated confidentially and in compliance with applicable privacy and data protection legislation.

10. Limits of liability

The courses are prepared and executed with great care and expertise by instructors from Penske. Except in cases of gross negligence or serious/wilful misconduct Penske is not liable to the applicant or trainee in any way whatsoever.

Penske shall not be liable for any indirect, special or consequential loss of any kind

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suffered by the applicant (including loss of profit, revenue or income, production, use, product, business, contracts, investment or other opportunity) arising out of or in connection with the application or the participation in any training course provided by Penske, whether in contract, tort (including negligence) or equity, under statute or otherwise.

Penske is not liable for the loss of or damage to course participant's personal property during training.

Notwithstanding any other provision in this document, Penske's total aggregate liability in connection with training requested or provided pursuant to these Terms and Conditions is limited to AU\$100,000.00.

11. Place of jurisdiction

These Terms and Conditions shall be construed according to the laws of the State of Queensland.