

TERMS AND CONDITIONS

ComSafe Training Services is a registered training organisation (RTO 91235) and by engaging ComSafe or participating in our training programs/services, you accept the following terms and conditions.

Programs and Services

ComSafe Training Services offer programs/services including training, product orders, consultancy, venue and equipment hire, associated consumables, site reviews, hire for film, safety and standby personnel. Specific Terms and Conditions relating to customised programs/services will be found on customised Booking Forms.

Bookings

A booking is not confirmed until a ComSafe Booking Form has been received by the client to ComSafe via email to comsafe@fire.nsw.gov.au. Once a completed Booking Form has been received, a confirmation email will then be sent to the client from ComSafe confirming the training has been booked. All bookings are deemed to have been placed by an appropriate approved representative of the clients' business.

Uniform and Equipment Hire

Please ensure the following is adhered to for all hiring of uniforms and equipment:

1. Uniform(s)/equipment must be returned by the due date specified on your Proposal and or Booking Form or an additional charge per day applies.
2. Clients must dry clean uniforms upon return at their own expense.
3. Damaged or excessively soiled uniform(s)/equipment will incur a cleaning and/or repair penalty.
4. Uniform(s)/equipment deemed lost, stolen or misplaced will require the client to pay the full replacement costs of the item/s.
5. ComSafe hold no responsibility for clients who have accidents, incur injury or death due to the hiring or wearing of hired uniform(s)/equipment.
6. Clients must return uniform(s)/equipment to the specified address between Monday-Friday, 8:30am-3:30pm (please be advised our warehouse will be closed outside this period).

Enrolments

Enrolment forms must be received by the client or participant to ComSafe via email to comsafe@fire.nsw.gov.au for all Accredited programs. All Enrolment forms must be received by ComSafe at least 7 days prior to the program commencement, to be eligible to attend. Participants/Clients will be charged based on the quoted per participant rate. It is the participants responsibility to complete the program to obtain a Statement of Attainment.

eLearning Enrolments

Enrolments for eLearning programs must be completed online via the Student Portal and program charges will be based on a per participant/per logon basis and not on a participant completion basis. It is the participants responsibility to complete the program to obtain a Certificate of Completion.

Attendance Sheets

All participants attending either an Accredited or non-Accredited program with ComSafe must complete a ComSafe Attendance sheet or QR Code prior to the program commencement.

Participant Safety

All participants attending a program on a ComSafe site, will be required to show a photo ID for verification purposes. ComSafe Training Facilitators have the right to refuse entry or ask a participant to leave where participant numbers have exceeded the maximum number stated, inappropriate behaviours are exhibited or the participant appears unwell. Participants may also be asked to complete a conditions of entry questionnaire which may include health related questions and vaccine evidence. Failure to comply may result in participants not attending their program. Refer to the [ComSafe Student Handbook](#) for further information.

Unique Student Identifier (USI)

Prior to enrolment of an Accredited program, participants must have a Unique Student Identifier (USI). The USI number must be included on the enrolment form and sent back to ComSafe via email to comsafe@fire.nsw.gov.au. Please visit <https://www.usi.gov.au/students/create-your-usi> to request a USI.

Payment Terms

ComSafe is a fee for service commercial training provider. By accepting our proposal/quote or enrolling in a program with us, you confirm that you've read and understood the fees associated with your program/service and agree to pay as per your invoice within 30 days. Fees are subject to change without notice.

Out of Hours Bookings

Our business hours are 8:00am to 4:30pm – Monday to Friday. Bookings outside of these hours will attract an additional 40% surcharge to the total program/service costs.

Invoicing

Payment terms for ComSafe are 30 days from the date of invoice. All invoices will be branded with Fire and Rescue NSW logos with reference to your program number. Where travel and accommodation are charged, a separate invoice will be issued to that of your program/service fees. Payment methods include Credit Card by either MasterCard or Visa. Credit Card payments are processed by ComSafe and a receipt and tax invoice will be forwarded to the clients' account contact. All Credit Card payments will incur a surcharge fee of 0.40%. ComSafe also accept BPAY, EFT and Purchase Orders from Government Agencies.

Late Payments

Late payments without notice may result in additional fees and charges. ComSafe reserves the right to withhold certificates/transcripts until all outstanding fees have been paid. Clients will be notified prior to this occurring. Reminder notices of outstanding fees after the 30-day period will be emailed to the client from either Fire and Rescue NSW or ComSafe.

Cancellations

Notifications of cancellations must be made in writing to comsafe@fire.nsw.gov.au. If a client/participant notifies ComSafe of a cancellation and is not rescheduling, 5 working days or less prior to the program/service commencement, ComSafe reserves the right to charge a cancellation fee of \$150 per program or per participant. This fee will not apply if weather conditions or operational needs prohibit the program/service from running. ComSafe cannot accept responsibility for changes to work commitments or personal circumstances within this 5 working day period. You may send a substitute participant to a program, however, please notify ComSafe of the change in participant details by contacting ComSafe in writing to comsafe@fire.nsw.gov.au prior to the program commencement. ComSafe reserves the right to cancel any Public course due to low enrolments with a minimum of 4 participants per program. One week's notice of cancellation will be provided to the client/participant prior to the course commencement.

Rescheduling

Requests for reschedules must be received in writing 5 working days prior to the program/service commencement and a new booking date made within 3 months from the original booking date. Subsequent requests to reschedule will be treated as cancellations and fees applied. Where programs/services are rescheduled due to Fire and Rescue NSW operational requirements or weather conditions, no charges will apply to reschedule.

Refunds

Refunds will apply for the following reasons:

- Participants have overpaid the program/service fees
- Participants enrolled in a program that has been cancelled by ComSafe and rescheduling is not possible
- In the opinion of ComSafe, the participant would be unreasonably disadvantaged if not granted a refund, for example, a participant meets with a serious misadventure and is unable to continue their enrolment due to unforeseen circumstances.

Each case will be examined and determined on its merits by considering a client's claim together with independent supporting documentation substantiating the claim.

Non-Attendance

If a participant fails to attend a program, fees will not be refunded or allocated to another program. If the nominated participant is unable to attend a program, substitute participants can attend but ComSafe must be notified in writing prior to the program commencement.

Travel and Accommodation

Standard costs apply for programs/services scheduled within a 2-hour radius of Orchard Hills 2748, as determined by "whereis.com". All travel beyond this radius will incur a fee for excess travel time for forward and return journeys. Details of travel and accommodation fees will be outlined in your proposal. Travel and accommodation charges will be invoiced on a separate invoice to that of the program/service.

Program Participant Numbers

Participant numbers should not exceed maximum numbers unless expressly agreed to by the Manager of ComSafe prior to the commencement of a training program. An additional per participant rate will be charged where the maximum numbers are exceeded and or where additional Training Facilitators may be required to ensure safety of participants. Where the minimum participant numbers cannot be met, a per person rate will be applied, refer to your proposal.

Certificate Reprints

Any request to reprint and reissue a certificate or Statement of Attainment must be submitted in writing by the participant (not the client) to comsafe@fire.nsw.gov.au. ComSafe will apply a \$45 (ex. GST) fee per program for reissuance of the documents. If you are requesting to change your legal name, you will need to supply appropriate evidence/ID reflecting your previous name and current name. Reprint fees must be paid prior to the issuance of the documents.

General

ComSafe reserves the right to cancel, postpone or re-schedule programs/services due to low enrolments, unforeseen circumstances or due to the Operational requirements of Fire and Rescue NSW. Should this occur, training will be rescheduled as soon as practical. Should a refund be appropriate, monies paid will be refunded within 30 days. ComSafe reserves the right to change program fees, dates, content, methods of presentation and Training Facilitators at its discretion.

Copyright

All content is copyright © ComSafe unless otherwise stated. This includes, but is not limited to all text, images, graphics, audio commentary, visual presentations, eLearning programs, printed material and any program related files and resources. Files, resources, eLearning, Webinars and printed material cannot be copied, reproduced or distributed in any form without prior written consent. All material provided and presented during training programs are for the sole use of the client and/or individual.

Privacy

We respect your rights to privacy under the *Privacy Act 1988* and we comply with all the Privacy Act's requirements in respect of the collection and management of your personal information. A copy of the Privacy Act can be obtained on "ComLaw" and further information on FRNSW Privacy Policy can be obtained on <http://www.fire.nsw.gov.au/page.php?id=465>. In relation to the **Unique Student Identifier (USI)** ComSafe is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988. ComSafe collects personal information that is reasonably necessary for, or directly related to, its functions and activities pursuant to the Student Identifiers Bill 2014. ComSafe adheres to the NSW State Records Act 1998 and as a Registered Training Organisation (RTO) registered by ASQA, we are required to securely retain our accredited training records for a period of 6 months from the date on which the judgment of competence for the participant is made. We do not sell our client details to other organisations. The information collected on the enrolment form is for the purposes of processing your registration, participant identification, creating and maintaining participant records, reporting demographics to ASQA and assisting us in improving our service to our clients. Please contact us with any enquiries you may have in relation to this matter. More information can be found in the [ComSafe Student Handbook](#) and enrolment form. ComSafe will not reply to client requests for information concerning participants. Participants must contact ComSafe directly for previous training records.

These Terms and Conditions supersede all previous Terms and Conditions issued