

ComSafe Training Services

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

Courses and Services

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

Bookings

An eLearning booking is not confirmed until a completed ComSafe eLearning 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.

Attendance Sheets

Clients will be emailed a booking confirmation which contains an Attendance Sheet. Clients must complete an Attendance Sheet and provide the accurate spelling of participants First Name, Surname, Email and Mobile number and return it to ComSafe no later than one week prior to the course commencement.

eLearning Enrolments

Once a participant has enrolled online via the Student Portal, course charges will be based on a per participant/per enrolment basis and not on a participant completion basis. It is the participants responsibility to complete the course within the nominated timeframe (no more than 6 weeks) to obtain a Certificate of Completion. Participants will be able to see their training dates in the Student Portal.

Student Portal

Under no circumstances may any registered user share or distribute their username or password to any third party or another student. Participants must provide a unique email address which cannot be used by any other participants. The content of the online course materials, including copyright and all other such intellectual property rights contained therein, remain the property of ComSafe Training Services (Fire and Rescue NSW). You may not reproduce or distribute any part of the online course materials. Course materials, course content and course quizzes are subject to change. Course duration/study hours are estimates only. Course materials are provided online via our Learning Management System (LMS) 24/7. Course materials comprise of written materials, interactive activities, videos (where specified) and other learning resources. The LMS site may occasionally be unavailable during scheduled maintenance.

Student Reminders/Emails

Once a participant has been enrolled into an eLearning course, they will be sent an Enrolment Confirmation and then a separate email invitation to create an account in our Student Portal. Participants will then be sent weekly email reminders until the participant has completed their course. The reminder emails contain information regarding the course completion dates and a link to the Student Portal. Upon successful completion of their course, participants will be sent a course completion email with their certificate of completion attached.

Non-Completion

If a participant is unable to complete an eLearning course or withdraws from the course within the nominated timeframe, course fees for that participant will still be charged and not be refunded. Incomplete participants can be allocated to another course but will be charged the same course fee again. If a course has commenced and additional participants are requested by the client, per participant course fees will be charged. Any changes to a commenced eLearning course must be notified in writing to ComSafe via email to comsafe@fire.nsw.gov.au as soon as practicable. Original course completion dates will still apply to any late entry participants. Access periods for each eLearning course is a maximum of 6 weeks and participants will not be granted extensions outside of this period.

Rescheduling

Requests to reschedule an eLearning course will only be considered if received in writing at least 7 days prior to the course completion date and will be at the discretion of the ComSafe Manager. A new course date must be made within 3 months of the original booking date. If a new date is not received within this time, the booking will be considered cancelled and a cancellation fee of \$150 + GST will be applied per course.

Cancellations

Notifications of cancellations must be made in writing via email to comsafe@fire.nsw.gov.au. Cancellations of eLearning courses will not be accepted once the course has commenced and/or enrolments have been processed. If a cancellation is requested prior to this, ComSafe reserves the right to charge a cancellation fee of \$150 + GST per course.

Status Reports

ComSafe can provide a weekly participant status report upon written request which can be emailed to the nominated client contact/s. Status reports can only be sent in PDF format.

Certificates

Certificates of Participation will be issued within 7 days (public holidays and office shut down periods excluded) of the participant completing the course and will be available to download in the participants Student Portal. Certificates will also be emailed to the participant.

Payment Terms

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

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 course number. 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. Reminder notices of outstanding fees after the 30-day period will be emailed to the client from either Fire and Rescue NSW or ComSafe.

Refunds

Refunds will apply for the following reasons:

- Clients have overpaid the course/service fees
- In the opinion of ComSafe, a 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.

General

ComSafe reserves the right to cancel, postpone or re-schedule courses due to 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.

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 courses, printed material and any course related files and resources. Files, resources, eLearning and printed material cannot be copied, reproduced or distributed in any form without prior written consent. All material provided and presented during training courses 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>. 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