These Terms and Conditions govern the provision of all training and examination services by Protecs Global Pty Ltd ("Protecs Global") and form part of the agreement between Protecs Global and the candidate. By submitting an enrolment, the candidate accepts these Terms and Conditions.

1. Bookings and Cancellation

1.1 Confirmation of Courses and Examinations

Each course and examination is scheduled subject to a minimum number of enrolments being reached by the confirmation deadline applicable to the location concerned. The confirmation deadlines are:

- Brisbane — 5 working days
- Newcastle — 8 working days
- Melbourne, Mackay and Gladstone — 10 working days
- Perth — 15 working days
- New Zealand — 15 working days

Each deadline is counted back from the first day of the course or, where no course is scheduled, from the examination day. In these Terms and Conditions, a working day means a day other than a Saturday, a Sunday, a public holiday at the location concerned, or a day falling within the annual office closure of Protecs Global.

Enrolled training candidates and committed group places count towards the minimum number of enrolments. Candidates who have booked an examination only do not count towards it. Where the minimum number is reached, Protecs Global will confirm in writing that the course and examination will proceed.

1.2 Availability of Equipment and Examination Samples

Every booking that includes practical training or a practical examination is accepted subject to the availability of the equipment and examination samples required for the method concerned, at the location and on the date concerned, and subject to their despatch to and arrival at that location. Where they are not available, Protecs Global will offer an alternative date. Candidates may not supply examination samples in any circumstances.

1.3 Cancellation or Change by Protecs Global Pty Ltd

Protecs Global reserves the right to alter the advertised schedule of training and examinations, which may include the withdrawal or cancellation of an event. Where Protecs Global cancels an event, individuals holding confirmed bookings will be offered alternative dates. Where the alternative dates offered are not acceptable to the candidate, a full refund of the training and examination fees will be given. Protecs Global cannot reimburse the cost of any pre-booked travel arrangements or associated costs.

Where a course or examination is cancelled because the minimum number of enrolments has not been reached, candidates will be notified in writing as soon as practicable and in any event before the first day of the course. Any examination

booking that is dependent upon that course is cancelled with it, and the candidate will be offered the next available alternative.

Where Protecs Global alters the date or the location of a course or examination in respect of which a booking has been confirmed, Protecs Global will notify the candidate and, where the candidate is sponsored, the sponsor, in writing. The candidate or the sponsor may then, at no cost, either transfer the booking to any other scheduled date for that course or examination, or cancel the booking and receive a full refund of the training and/or examination fees paid. No administration fee under clause 2 is payable in respect of such a transfer, and clause 1.4 does not apply to such a cancellation. This entitlement remains available until the revised course or examination commences.

Candidates and sponsors must not book travel or accommodation until they have received written confirmation from Protecs Global that the course or examination will proceed. Protecs Global is not liable for the cost of travel, accommodation or any associated expense incurred at any time, including where an event is subsequently cancelled, rescheduled or altered.

Protecs Global reserves the right to alter or amend the advertised content of any training or examination without notice in order to maintain the quality of the service provided, or by reason of circumstances beyond its reasonable control.

1.4 Cancellation by the Candidate

Notice of cancellation must be given to Protecs Global in writing. The following applies at every location.

(a) Where written notice is received 14 or more working days before the relevant date, 100% of the training and/or examination fees is refundable.

(b) Where written notice is received 7 to 13 working days before the relevant date, 50% of the training and/or examination fees is refundable.

(c) Where written notice is received fewer than 7 working days before the relevant date, the training and/or examination fees are non-refundable.

The relevant date is: for a course and examination, the first day of the course; for an examination only, the examination day; for refresher training and examination, the first day of the refresher training; and for a Structured Experience Program, the first day of that program.

Refunds are paid to the party that paid the fees. Where an employer or other organisation has paid the fees, the refund is paid to that organisation.

1.5 Non-Attendance

Where a candidate does not attend a booked course or examination and no written notice of cancellation has been received by Protecs Global, the training and examination fees are non-refundable in full and no transfer to a later date will be offered.

1.6 Company-Sponsored Candidates

Where an employer or other organisation sponsors a candidate, these Terms and Conditions are accepted in two parts. An authorised representative of the sponsor

accepts clauses 1 and 2, which govern fees, cancellation, transfers and non-attendance. The candidate accepts clauses 3 to 10 and signs the enrolment declarations. Clause 11 binds both parties.

The booking is not accepted until both parts are complete. Where there is no sponsor, the candidate accepts all clauses.

Either the sponsor or the candidate may request a cancellation or a transfer, in writing. Protecs Global will notify the other party of any such request. Any administration fee arising under clause 2 is payable by the party that paid the fees, and no transfer attracting a fee takes effect until that party has agreed to it in writing.

2. Course or Examination Date Changes

Where a candidate requests that the date of a course or examination be transferred to another date:

(a) one transfer will be made without charge where the request is received in writing before the confirmation deadline applicable to the location concerned under clause 1.1; and

(b) any transfer requested on or after that deadline, and any subsequent transfer, incurs an administration fee of AUD 150.00 for each transfer request.

A transfer is subject to the availability of a suitable course or examination date and to clause 1.2. Protecs Global will not be liable for any losses or expenses, including consequential losses, arising from any such alteration.

Where the candidate is sponsored by an employer or other organisation, clause 1.6 applies to any transfer request.

3. Certification Bodies

You confirm that you have read and understood the documentation issued by the scheme management that is relevant to the examination for which you are applying. You declare that you satisfy the criteria covering vision, training and experience, and you understand that you may be required to supply documentary evidence in order to be eligible for certification.

You agree to abide by the requirements for certification relevant to the examination for which you are applying. Any fraudulent claim may result in the retraction of any certificate issued. Certain qualifications require proof of relevant experience, independently authenticated.

For candidates attending non-destructive testing training, the candidate’s performance during training sessions is assessed. A certificate of successful attendance and the end-of-course certification test, required as proof of examination eligibility, may be issued only to candidates who fulfil all requirements applicable to the particular examination.

Any appeal made by you to Protecs Global must be received within 6 months of the training or examination date. Any re-assessment will incur an administration fee. Appeals made by you to the certification body in respect of the external examination, the issuing of a certificate or verification are outside the scope of this Agreement and are a matter between you and the certification body. You may become liable for fees and other costs as a result of making any such appeal.

4. Complaints

Any complaint made by you to Protecs Global must be received within 7 days of the training or examination date, as set out in the Protecs Global Complaints Policy. The Complaints Policy is available on request and can be provided by email.

Feedback provided by you on our feedback forms or by way of surveys is important to us and will be used in our improvement process, but will not be treated as a formal complaint.

5. Practical Refresher Training and Structured Experience Programs

Practical refresher training and Structured Experience Programs are supervised practice. They are not one-to-one tuition.

Protecs Global provides the equipment, the training samples and the written instructions for the testing to be carried out. The candidate carries out the testing. A Protecs Global trainer reviews the candidate’s results, provides guidance and answers questions arising from the work.

A trainer is not assigned to an individual candidate for the duration of the booking.

6. Acceptable Use of Facilities

Protecs Global will provide all reasonable assistance if you have a disability or any special need. You must, however, notify Protecs Global in writing of any such disability or special need in advance of the training or examination date, through our customer services team. Protecs Global may not be able to make reasonable adjustments without prior notification.

When you enrol in training, you agree to abide by the rules set by Protecs Global regarding the use of facilities. These include, but are not limited to, the following:

- None of the facilities of Protecs Global may be used to locate, display or transmit any material that is illegal or offensive.
- No software may be downloaded or installed on any computing equipment of Protecs Global except under the explicit direction of the trainer or staff.
- No data may be imported which has not been checked for viruses, and no data may be imported except under the explicit direction of the trainer or staff.

- Access to the internet using a personal device during any examination is expressly forbidden. Any breach of this rule will result in failure and the immediate termination of the examination. Access to the internet during classes or lectures is permitted only where expressly authorised by the lecturer.
- Protecs Global provides fully equipped training and examination facilities, including the use of equipment and consumables. Candidates may supply their own equipment only in the cases below, and only where that equipment is approved in advance by Protecs Global:

  — Ultrasonic Testing Level 1 – General Engineering Sector, Ultrasonic Testing Level 2 – Weld Sector, Ultrasonic Testing Level 3 – Weld Sector and Phased Array Ultrasonic Testing Level 2 – Multi-Sector: the candidate's own ultrasonic equipment.

  — Magnetic Particle Testing Level 2 – Multi-Sector and Magnetic Particle Testing Level 3 – Multi-Sector: the candidate's own yoke only. Protecs Global provides the ink, powder, contrast paint, black light and all other consumables.

  — Radiographic Testing: the candidate's own film viewer only.

  Candidates may not supply examination samples for any method.

You agree to read the health, safety and security information provided by Protecs Global and to abide by the guidance given.

7. Warranties and Liability

Protecs Global warrants that the event will be provided using reasonable care and skill and, so far as is reasonably possible, in accordance with the enrolment documentation and other published literature.

Except in respect of death or personal injury caused by the negligence of Protecs Global, or as expressly provided in this Agreement, Protecs Global shall not be liable to you by reason of any representation (unless fraudulent), any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, cost or expense arising from the event or its cancellation, or from your attendance. The entire liability of Protecs Global under or in connection with the event shall not exceed the amount of the course fees, except as expressly provided in this Agreement.

Protecs Global shall not be liable for any delay in or failure to perform any obligation under this Agreement where that delay or failure is due to circumstances beyond its reasonable control. You are responsible for ensuring that the event meets your requirements.

8. Copyright and Intellectual Property

All training materials and methodology are protected by copyright, which remains with Protecs Global except where copyright subsists with a third-party supplier. You agree not to copy, resell, pass on to third parties, or upload to the internet any

training materials or methodology provided by Protecs Global during your training or examination.

9. Exclusion

Protecs Global reserves the right to refuse access to its facilities and premises where there is reason to believe that a delegate is in breach of these Terms and Conditions, or engages in threatening, bullying, harassing or disruptive behaviour.

Delegates attending training and/or examinations must be free from the influence of drugs or alcohol. Where Protecs Global reasonably believes that an individual is under the influence of drugs or alcohol, that individual will be excluded and asked to leave the premises. Protecs Global will not be liable for any losses or expenses, including course fees and consequential damage, arising from such exclusion.

10. Data Protection

You understand that Protecs Global will hold and use personal information supplied by you for administration purposes in accordance with the requirements of the Privacy Act 1988 (Cth). The manner in which personal information is collected, used, stored, disclosed and retained is set out in the Protecs Global Privacy Policy (QPO-02), which is available on our website and on request.

You understand that images of training and examinations are occasionally taken by Protecs Global for publicity and other purposes. Permission for your inclusion in such material is implied unless you notify Protecs Global during registration that you do not wish to feature.

11. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Australia for the purpose of hearing and determining any dispute arising out of or in connection with this Agreement, or its formation or validity.

Nothing in this clause shall limit the right of either party to take proceedings against the other in any other court of competent jurisdiction, nor shall it preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, as permitted by applicable law.