

Corporate BI Training Course – Terms and Conditions

Important notice: These Terms and Conditions (“Terms”) form a legally binding agreement between you (“Student”, “you”) and Modulus Data Services Pty Ltd t/a Corporate BI.

1. Definitions

In these Terms, the following words have the meanings set out below:

- **“Training Provider”** means Modulus Data Services Pty Ltd t/a Corporate BI (and, where the context permits, its officers, employees, contractors and agents).
- **“Student”** means the individual person enrolled in the Course (also referred to as “you”).
- **“Course”** means the Power BI training course you enrol in, as described at the time of enrolment, including any associated sessions and activities.
- **“Course Materials”** means all slides, datasets, handouts, sample files, exercises, recordings, and other materials provided or made available by the Training Provider in connection with the Course.
- **“Start Date”** means the scheduled start date and time of the Course as communicated in your Enrolment Confirmation.
- **“Fees”** means the amounts payable for the Course as advertised at the time of enrolment (inclusive of any applicable GST unless otherwise stated).
- **“Transfer”** means a one-time change of your enrolment from the original Start Date to a later Course date, subject to these Terms.
- **“Business Day”** means a day other than a Saturday, Sunday or public holiday in the Australian Capital Territory, Australia.
- **“Live-Online”** means delivery of the Course via an online meeting platform in real time.
- **“In-Person”** means delivery of the Course at a physical venue with a trainer present.
- **“Blended”** means a combination of In-Person and Live-Online delivery.
- **“Minimum Specifications”** means the minimum hardware and software requirements published on our website or enrolment materials for participating in the Course.
- **“Equipment”** means a working computer meeting the Minimum Specifications, together with a reliable power supply/charger and any necessary peripherals (for example, a mouse, headset or HDMI/USB-C adapter).
- **“Enrolment Confirmation”** means the written confirmation (for example, by email) issued by the Training Provider when your enrolment is accepted and payment is received in accordance with these Terms.
- **“Website”** means the Training Provider’s website or other online pages used to publish Course details and requirements.
- **“Privacy Policy”** means the Training Provider’s policy that explains how personal information is collected, used and stored in connection with the Course.

- **“GST”** means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwth).
- **“Intellectual Property Rights”** means all rights subsisting in the Course Materials, including copyright, trademarks, and other rights recognized by law, whether registered or unregistered.
- **“Morning Break Opt-Out”** means the option described in clause 4 allowing a level change or credit where the Course level is unsuitable and you notify the trainer by the first scheduled break on Day 1.

2. Course Delivery

The Course will be delivered in person, live-online, or in a blended format as described at the time of enrolment.

We reserve the right to vary the Course schedule, content, trainers, or venue where reasonably necessary; any changes will be communicated to you in writing as soon as practicable.

Where sessions are recorded, recordings may be made available for a limited time after the live session; unauthorised distribution of the sessions by Students is prohibited (see section 5).

Software & Hardware Requirements. Students must download and install all required software and ensure their computer meets the minimum specifications set out on our website. Students must also bring a reliable power supply/charger and any additional peripherals (for example, a mouse or HDMI/USB-C adapter) necessary to participate fully in the Course. Failure to do so may limit your learning experience and no refund or partial credit will be issued on that basis.

3. Fees and Payment

The Course fee is payable in full at the time of booking.

Upon receipt of full payment, we will issue an Australian Tax Invoice compliant with Australian Taxation Office (ATO) requirements.

If payment is not received by the due date, we may cancel your enrolment or refuse you entry to the Course without liability.

4. Cancellation, Transfers and Refunds

You may cancel your enrolment by giving written notice:

- More than 21 days before the Start Date – **100 % refund** of fees paid.
- 8–14 days before the Start Date – **50 % refund** of fees paid.
- 7 days or fewer before the Start Date – **no refund**.

You may request a one-time transfer to a future Course date at least eight (8) days before the Start Date, subject to availability. Transfers requested within 7 days are at our sole discretion.

Equipment Responsibility. Students are responsible for bringing a functioning computer that meets the requirements set out in clause 2. If you are unable to participate fully because this requirement is not met, we may, at our sole discretion, allow you to reschedule to a future Course date or issue a partial refund.

We reserve the right to cancel or reschedule the Course. If we do so, you may choose a full refund or a transfer to a future Course. Any liability is limited to the amount of fees paid.

Course Level Adjustment (Morning Break Opt-Out). If, by no later than the first scheduled break on Day 1, you advise the trainer that the Course is not at the appropriate level, you may transfer to a different level (subject to availability) or receive a credit for a future intake within ninety calendar days. After that period, the credit will lapse and no refund will be provided.

5. Intellectual Property

All intellectual property rights in the Course Materials remain our property (or that of our licensors).

We grant you a non-exclusive, non-transferable licence to use the Course Materials solely for your own personal learning. You must not:

1. Reproduce, distribute, modify, transmit, or sell the Course Materials;
2. Publish Course content online (including screenshots or excerpts);
3. Record audio or video of training sessions without prior written permission.

Any code, dashboards, or models you develop during the Course remain subject to this licence and may only be used for educational purposes.

6. Student Conduct

You agree to behave in a professional, respectful, and lawful manner at all times.

Harassment, discrimination, bullying, or disruptive behaviour may result in your removal from the Course without refund.

You must comply with all reasonable instructions given by trainers or support staff, as well as any venue or platform rules.

Unauthorised sharing of access credentials or Course Materials constitutes a breach of these Terms.

7. Confidentiality

Where the Course involves discussion of proprietary or sensitive information, you agree to keep such information confidential and use it only for the purpose of participating in the Course.

We will treat any Student data shared with us in accordance with section 9 (Privacy).

8. Liability and Disclaimers

The Course and Course Materials are provided “as is”. While we endeavour to keep content accurate and up-to-date, we make no warranty that the Course will meet your specific requirements or that you will achieve any particular outcome.

To the maximum extent permitted by law, our liability for any claim arising under or in connection with the Course is limited to the fees paid. We are not liable for consequential, indirect, or special loss.

9. Privacy

We collect and handle your personal information in accordance with our Privacy Policy to manage enrolment, deliver the Course, and issue certificates.

By enrolling, you consent to:

- The use of your likeness in screenshots or recordings for marketing purposes, unless you opt out in writing.
- Receiving course-related communications via email.

10. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Australian Capital Territory, Australia.

The parties agree to attempt in good faith to resolve any dispute via mediation in Canberra before commencing litigation.

11. Variation of Terms

We may amend these Terms from time to time. Any revised Terms will apply to future Course intakes and will be posted on our website.

12. Acceptance

By paying the Course fee, attending any session, or accessing any Course Materials you confirm that you have read, understood, and agree to these Terms and Conditions.