

# TRAINING AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARTIES:**

Trainer Name: \_\_\_\_\_

Trainer Address: \_\_\_\_\_

Trainee Name: \_\_\_\_\_

Trainee Address: \_\_\_\_\_

## **1. TERM OF TRAINING:**

The training will commence on the date agreed by the Parties and shall continue for the duration specified in this Agreement or until terminated in accordance with clause 9.

## **2. TRAINING SERVICES:**

Trainer agrees to provide professional training services to the Trainee, including but not limited to instruction, supervision, and assessment in the agreed subject matter or skill area.

## **3. TRAINING LOCATION AND HOURS:**

Training shall be conducted at the location(s) agreed by the Parties. Training hours and schedule shall be as arranged between Trainer and Trainee, ensuring compliance with applicable Australian laws.

## **4. FEES AND PAYMENT:**

Trainee agrees to pay the Trainer the total fee as stated in this Agreement. Payment terms, including deposit, installments and final payment, shall be as agreed. All amounts are stated in Australian Dollars (AUD).

## **5. MATERIALS AND EQUIPMENT:**

Trainer shall provide training materials and equipment necessary for the delivery of training unless otherwise specified. The Trainee is responsible for any additional materials or equipment unless agreed.

## **6. OBLIGATIONS OF THE TRAINEE:**

Trainee agrees to attend training sessions punctually, abide by all reasonable instructions and policies provided by Trainer, and to act in a safe and respectful manner during training.

## **7. CONFIDENTIALITY:**

Both Parties acknowledge the confidential nature of the training content and any proprietary information shared during the course. Neither Party shall disclose such information without prior consent.

## **8. INTELLECTUAL PROPERTY:**

All intellectual property rights in the training materials and methods remain the property of the Trainer or respective owners. Trainee is granted a non-transferable, non-exclusive license for personal use only.

**9. TERMINATION:**

Either Party may terminate this Agreement by written notice if the other Party breaches any material term and fails to remedy the breach within a reasonable period. Upon termination, any outstanding fees shall become payable immediately.

**10. LIABILITY AND INDEMNITY:**

Trainer shall not be liable for any loss, damage or injury sustained by Trainee except where caused by Trainer's negligence or wilful misconduct. Trainee indemnifies Trainer against any claims arising from Trainee's conduct.

**11. PRIVACY AND DATA PROTECTION:**

Each Party agrees to comply with the Privacy Act 1988 (Cth) and any relevant privacy principles in handling personal information exchanged in connection with this Agreement.

**12. DISPUTE RESOLUTION:**

The Parties shall attempt to resolve any disputes arising from this Agreement amicably. If unresolved, disputes may be referred to mediation or arbitration in accordance with Australian law.

**13. GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The Parties submit to the non-exclusive jurisdiction of the courts of any State or Territory in Australia.

**14. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior arrangements, understandings, or representations. Any amendments must be in writing and signed by both Parties.

**TRAINER'S SIGNATURE**

**TRAINEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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