Terms and Conditions

1. Scope of Services

HLC GroupAust provides independent contractor verification, due diligence, compliance reviews, general business guidance, professional development and non-accredited industry training. Services may include blended learning incorporating online elements, live virtual delivery, face-to-face sessions, practical activities, educational resources and tailored client training. Our services are advisory and educational in nature and are designed to assist clients and participants in making informed business decisions and improving their understanding of relevant industry obligations.

2. General Information Only

All guidance, reports, recommendations, training materials and educational content provided by HLC GroupAust are general in nature. They are not legal, engineering, financial, insurance or other professional advice and should not be relied upon as the sole basis for any decision. Training content is provided for education and professional development purposes. Clients and participants should obtain independent professional advice where appropriate.

3. Client Responsibility

The client remains responsible for all decisions relating to the engagement, management and supervision of contractors and for complying with all applicable legislation, regulations, codes, standards and contractual obligations.

4. Information Relied Upon

HLC GroupAust may rely on information supplied by clients, contractors and publicly available sources. While reasonable care is taken to verify information where practicable, HLC GroupAust cannot guarantee the completeness, accuracy or currency of third-party information.

5. No Guarantee of Compliance

A review or favourable assessment does not guarantee legislative compliance, contractor competency, workmanship or future performance. Compliance remains the responsibility of the relevant duty holders.

6. Limitation of Services

Unless specifically agreed in writing, HLC GroupAust does not undertake inspections, certify compliance, provide legal opinions, issue licences, approve contractors, assess or certify competency against nationally recognised units of competency, issue Statements of Attainment or nationally recognised qualifications, or assume the statutory duties of a PCBU, Officer, Principal Contractor or other duty holder.

7. Confidentiality

Information provided by either party will be treated as confidential except where disclosure is required by law or authorised by the client.

8. Intellectual Property

Reports, templates, training presentations, course materials, recordings, handouts, resources and other documents remain the intellectual property of HLC GroupAust unless otherwise agreed in writing. They are provided solely for the client or registered participant for the agreed purpose and must not be reproduced, recorded, adapted, uploaded, shared on social media, distributed externally or used to deliver training to others without prior written consent from HLC GroupAust.

9. Limitation of Liability

To the maximum extent permitted by law, HLC GroupAust's liability is limited to the amount paid for the relevant service. HLC GroupAust is not liable for indirect, consequential or incidental loss arising from reliance on its reports, recommendations, guidance or training content. Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy that cannot lawfully be excluded under applicable Australian law.

10. Legislative References

References to legislation, regulations, codes, standards and industry requirements are provided for general information and educational purposes only. Requirements may change and may apply differently depending on individual circumstances. Clients and participants remain responsible for confirming the current requirements applicable to their activities.

11. Privacy

HLC GroupAust will manage personal information in accordance with applicable Australian privacy laws.

12. Professional Development and Non-Accredited Training

Unless expressly stated otherwise in writing, HLC GroupAust training and professional development programs are non-accredited and do not constitute nationally recognised training, an Australian Qualifications Framework qualification, a unit of competency or a Statement of Attainment. Participation or completion does not authorise a participant to perform work for which a licence, competency, accreditation or other statutory authorisation is required.

13. Training Delivery and Participation

Training may be delivered using a blended learning approach that includes online learning elements, live virtual sessions, face-to-face delivery, practical activities and supporting resources. Clients are responsible for ensuring nominated participants are suitable for the session and have access to any equipment, technology, internet connection, workplace information or other prerequisites advised by HLC GroupAust. Participants are expected to follow reasonable trainer instructions and behave respectfully and safely during training.

14. Tailored Training Content

Where training is tailored to a client, HLC GroupAust may develop content using information supplied by the client about its operations, workforce, contractors, systems or risks. The client is responsible for ensuring information supplied is accurate and complete. Tailored examples, scenarios and guidance remain educational in nature and do not constitute a site-specific compliance determination or legal opinion.

15. Training Records and Certificates

HLC GroupAust may maintain reasonable records of registrations, attendance and completion for administrative purposes. Where offered, certificates issued for HLC GroupAust non-accredited training are certificates of participation or completion only and must not be represented as a licence, accreditation, nationally recognised qualification, Statement of Attainment or evidence of competency for regulated work.

16. Training Changes, Availability and Cancellations

Course duration, delivery format, dates, availability and participant numbers may vary according to the agreed scope. HLC GroupAust may make reasonable changes to training content, presenters, delivery methods or scheduling where necessary. Any fees, payment requirements, cancellations, transfers, refunds or rescheduling arrangements will be governed by the applicable proposal, booking terms and HLC GroupAust Payment Terms.

17. Training Materials and Recordings

Participants must not record, photograph, reproduce, distribute or publish training sessions or training materials, including on social media, without prior written consent from HLC GroupAust. Any authorised recording supplied by HLC GroupAust is for the agreed client or participant use only and must not be redistributed or used to provide training to third parties unless expressly authorised in writing.

18. Acceptance

Engaging HLC GroupAust or accepting a proposal constitutes acceptance of these General Terms and Conditions unless otherwise agreed in writing.