



Order Form & Client Agreement

TAE Materials

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About our product

Blackwater Projects offers your Registered Training Organisation (RTO) a complete suite of learning and assessment materials covering the Certificate IV in Training and Assessment plus other units from the TAE Training Package.

The table below lists items in our Product suite.

We supply our Product electronically. The RTO may then deliver the Product to its clients in its choice of the following formats:

Key

- ✓ means your RTO **may** provide this item from our Product range to your TAE clients in this format
- ✗ means your RTO **may not** provide this item from our Product range to your TAE clients in this format

Item	Permitted formats for delivery to TAE clients			Post on your website or allow any other form of unsecure access
	Hard copy Handout	Soft copy not editable pdf or equivalent	Soft copy editable Word or equivalent	
Participant manuals	✓	✓	✗	✗
Learning activities booklets	✓	✓	✗	✗
PowerPoints	✓	✓	✗	✗
Assessment booklets	✓	✓	✓	✗
Assessment marking guides	NA	NA	NA	✗
Assessment task handouts	✓	✓	✗	✗
Templates	✓	✓	✓	✗
Competency maps (matrices)	NA	NA	NA	✗
Implementation guides	NA	NA	NA	✗
RPL Information	✓	✓	✗	✗
RPL Application template	✓	✓	✓	✗
RPL Kit Instructions for use (for assessors)	NA	NA	NA	✗

Licensing system

Annual licence

Most RTOs purchase an annual licence to use the resources to deliver and assess TAE units, skill sets and qualifications.

Our annual fee is based on the estimated number of ***Enrolled Students*** in the upcoming 12-month period

Enrolled students are the total number of individuals who engage in any form of training and/or assessment provided by the RTO (or its partners) that utilises any part of our resources:

- whether internal, external students, face to face, online or correspondence
- whether paying an enrolment fee or not
- whether in Australia or around the world
- whether delivered by the RTO or its partner
- including those using versions of the resources translated into another language or used in another qualification that includes one or more TAE units
- including training and assessment pathway, or assessment-only pathway
- including individuals who complete all or part of the TAE qualification.

BLACK licence

We also offer a prestigious BLACK licence to those RTOs wanting to pay a one-time fee. BLACK licence holders don't pay any renewal fees and receive access to updated versions of the materials for as long as we continue to maintain and update the Product.

How to Order

What to do

- Step 1**..... Select item/s you want from our catalogue
([download the catalogue from our website or contact us](#))
- Step 2**..... Save this entire document and complete all sections as required
- Step 3**..... Email or mail to Blackwater Projects:
1. completed Order Form and Client Agreement
 2. proof of EFTPOS payment (preferred) or cheque

Email to	▶	info@blackwaterprojects.com.au
Mail to	▶	PO Box 4253 Balgowlah Heights NSW 2093

- Step 4**..... We'll send you access to the items ordered within 14 days of payment.

How to pay

EFTPOS (preferred)	Bank	▶	Westpac
	Account Name	▶	Blackwater Music Pty Ltd t/as Blackwater Projects
	BSB	▶	032294
	Account No	▶	170086
Cheque	Make cheques payable to Blackwater Projects		

Sorry, we don't accept credit card payments

Need an invoice before you can pay?

No problem, just tick the 'yes' box on the order form.

Order Form

Date of order	
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RTO Information	Full name of RTO					
	RTO Number					
	RTO address (street or mailing address)					
	About my organisation (tick the appropriate box/s)					
	<input type="checkbox"/> My RTO is a first-time purchaser of an annual or a Black licence from Blackwater Projects		<input type="checkbox"/> My RTO already holds an annual licence—we want to change or add to our licence			
Person placing order	Your name					
	Position					
	Phone					
	Email					
	Add you as a RTO contact?		<input type="checkbox"/> Yes	<input type="checkbox"/> No, I nominate the person/s listed below:		
Other contacts	Other RTO contacts <i>Your RTO must nominate at least one (preferably two) people to receive ongoing information and communication about the resources and your licence</i>		1	Name		
				Position		
				Email		
			2	Name		
				Position		
				Email		
Delivery & Billing	Delivery mode Tick box to confirm understanding		I understand that Blackwater Projects will: <ul style="list-style-type: none"> <input type="checkbox"/> send access to the resources to the person named below <input type="checkbox"/> identify his person as your RTO's 'key' contact person and will send them access to new versions of the materials as they are developed 			
	Delivery attention to (name)					
	Delivery email address					
	Billing address	Same as above?		<input type="checkbox"/> Yes	<input type="checkbox"/> No (if no, list billing information below):	
		Invoice attention to				
		Billing address (email)				
What we want	Items we want		Tick here to show your choice/s ▼			
	Item No ▶	TAE-CIV-ALL-E	Item Name ▶	Cert IV TAE – full qualification package	<input type="checkbox"/>	
	Item No ▶		Item Name ▶		<input type="checkbox"/>	
	Type of licence needed		Tick here to show your choice ▼			
	Annual licence or	Level 1 licence: small-medium RTO (1-150 students per annum)			<input type="checkbox"/>	
		Level 2 licence: large RTO (151-300 students per annum)			<input type="checkbox"/>	
		Custom licence: as discussed with Blackwater Projects			<input type="checkbox"/>	
BLACK licence	For use with an unlimited number of students			<input type="checkbox"/>		
TOTAL Payable today (including GST)				\$		
Purchase order: Do you need us to reference your internal purchase order when we invoice you?		<input type="checkbox"/> Yes: PO No. is		<input type="checkbox"/> No		
We normally send you a paid invoice after receiving your order and pre-payment. Do you need us to send you an invoice before paying?		<input type="checkbox"/> Yes		<input type="checkbox"/> No		

Terms of Sale

1. Blackwater Projects is the trading name of Blackwater Music Pty Ltd ABN 72 875 754 264. Prices shown in its catalogue are subject to change. The price is payable in full with order.
2. The licensee is a registered training organisation (a separate licence is required for each separate RTO registration). The licensee must at all times maintain a key contact person to liaise with Blackwater Projects.
3. For the price Blackwater Projects gives:
 - annual licensees the non-exclusive licence to use the Product for educational purposes and no other purpose for a 12-month period effective the date resources are emailed to the RTO.
 - BLACK licensees have a non-exclusive licence to use the Product without paying renewal fees for education purposes and no other purpose for the life of the Product.
4. This licence is personal to the licensee and is not transferable.
5. The licensee must in all readable versions of the Product expressly state that it is used under licence from Blackwater Projects and that Blackwater Projects retains copyright and all intellectual property. Subject to that, the licensee may add its own logo or branding to the Product.
6. The licensee must not modify the Product or use it for any other purpose without the prior written approval of Blackwater Projects. Blackwater Projects will approve customising of the Product to suit the licensee's particular need so long as it does not affect the integrity of the Product. This includes adaptations made for on-line use, customisation to meet the needs of specific industry clients and translations into foreign languages.
7. The licensee may reproduce the Product for its own use and for the permitted purpose but must not sell it to anyone.
8. A first-time licensee (annual or BLACK licence) has the right to cancel this contract within 7 days of delivery and receive a refund of the price paid if it is not satisfied with the Product provided it -
 - (a) pays Blackwater Projects a fee of 5% of the price to cover administration expenses.
 - (b) returns all hard copy versions of the Product to Blackwater Projects.
 - (c) deletes any copy of the Product that it has retained in electronic format.
 - (d) has not supplied any copy of the Product to any third party.
9. Annual licensees who cancel their licence after the 7-day cooling off period but before the 12 month licence period elapses are not entitled to a refund for the remaining time left in the licence.
10. Annual licensees must renew their licences on or before the last day of the 12-month licence period and, if requested, sign a fresh agreement. Blackwater Projects reserves the right to increase the price of the annual licence fee on renewal in line with inflation.
11. Annual licensees who choose not to renew their 12 month licence must cease using the Product at the end of the current licence year.
12. Blackwater Projects' warranty liability is negated if the licensee makes any unauthorised alterations to the Product.

13. The licensee uses the Product at its own risk. While every effort has been taken in the preparation of the Product, Blackwater Projects assumes no responsibility for damages, costs and other consequences resulting directly or indirectly from using the Product. Blackwater Projects cannot guarantee that the licensee will pass audit requirements as the audit process takes into account factors other than the Product.

Additional terms

(if applicable – to be discussed with Blackwater Projects before ordering)

Order

The Purchaser wishes to purchase the Products described above and agree to be bound by the Terms of Sale.

Order authorised by	Name (PRINT)	_____
	Signature	_____
	Position	_____
	on (date)	_____