

# Terms and Conditions of Course Enrolment

## Definitions

**“Course”** means any course, training program, unit or cluster you purchase from Spectrum Training.

**“Course Fees”** means the amount payable by you to enrol in the Course and purchase the Course materials.

**“Course Materials”** means all material provided by Spectrum Training to you following your enrolment in a Course which may include, but is not limited to:

- CDs, DVDs or similar
- Online learning materials (including login credentials)
- Assessments and Examinations (including online)
- Online facilitation and tutoring
- Workbooks
- Texts and/or other written material.

**“Course Rules”** means any terms and conditions, rules, regulations, standards, codes, policies, charters and guidelines prescribed by Spectrum Training and/or Spectrum Training’s funding bodies and/or Spectrum Training’s regulators.

**“Delivery Address”** means the address provided by you at the time of enrolment.

**“Enrolment”** means your enrolment in a Course and is subject to:

- You providing all necessary information to enable Spectrum Training to facilitate and confirm your enrolment in a Course
- Full payment of any invoiced Course Fees

**“Enrolment Date”** means the date on which your Enrolment is confirmed by Spectrum Training.

**“GST”** means Goods and Services Tax (GST)

**“Online Learning System”** means an internet based system for the facilitation, assessment and management of a Course.

**“Service”** means the sale of the Course to you by Spectrum Training.

**“Spectrum Training”** means the Spectrum Organization Association Incorporated.

## General

You acknowledge Spectrum Training’s Terms and Conditions and agree that your enrolment and participation in any Course is subject to these Terms and Conditions and any Course Rules that apply to the Course.

## Prior Approval

You acknowledge and agree that your Enrolment in any Course is subject to the final approval of Spectrum Training and that such approval may be given or withheld at the sole discretion of Spectrum Training.

If your enrolment is rejected by Spectrum Training you will be provided with a full refund of any Course Fees that you may have paid.

## Course Fees

Your enrolment is subject to the payment of any Course Fees. Subject to any exception outlined below, Course Fees cover all Course Materials.

Course Materials (and Course Fees) do not include examination fees, personal stationary, special materials and texts and any other study related material you may elect to purchase.

You are entirely responsible for any costs and expenses related to accessing and/or running the Course Materials on any computer system.

Course Fees are GST inclusive where GST is applicable.

## Non-transferable

Your enrolment in a Course is personal to you and may not be transferred to any other person for any reason.

If you have purchased a Course on behalf of a company, and have provided that company's details to Spectrum Training, your Enrolment(s) may be transferred to other people within that company only.

## Delivery of Course Materials

Spectrum Training will not be responsible for the costs of any redirection of the Course Materials where you fail to provide Spectrum Training with your correct Delivery Address.

## Assessments

The mode of assessment varies from Course to Course. Spectrum Training reserves the right to change the mode of assessment applicable to a Course at any time at its sole discretion, including after your enrolment.

## Time Limits

All courses have a nominal timeframe in which they must be completed. Extensions to the time limit are processed on a case-by-case basis and approval is at the sole discretion of Spectrum Training.

Some subsidised programs include mandatory participation and completion times which may differ from the nominal timeframe of the program.

## Exchange Policy

At Spectrum Training's sole discretion you may be allowed to transfer your Course Fee as a credit against any other Spectrum Training Course provided that all of the following conditions are met:

- You notify Spectrum Training within seven days from your Enrolment Date of your desire to transfer to an alternative Course
- The Course Fees for the alternative Course is equal to, or less than, the original Course Fees (or you agree to pay the difference where the Course Fees for the alternative Course are higher than the original Course Fees)
- All Course Materials are returned in saleable condition
- You consent to Spectrum Training disabling your login credentials to preclude continued access to any online Course Materials in respect of the original Course
- You agree and warrant that you have not made any copies of the Course Materials or reproduced them in any way
- You agree and warrant that you have destroyed any Course Materials which were downloaded on to a computer system.

## Refund Policy

Spectrum Training will only provide refunds in accordance with its refund policy, which is outlined in the Fees and Charges Policy

In all other circumstances, to the maximum extent permitted by law, Spectrum Training has no liability to provide you with a refund of the Course Fees paid (in whole or in part).

## Copyright and Intellectual Property

All Course Materials are protected by copyright and are intended only for your individual learning purposes.

You must not publish, copy, sell, broadcast or otherwise reproduce or distribute any of the Course Materials otherwise than is permitted by law.

Course Materials provided to you may contain licence agreements. Your enrolment is subject to your compliance with any applicable licence agreements.

You indemnify and release Spectrum Training in respect of any action or claim that may arise as a result of your use of any Course Materials otherwise in accordance with these Terms and Conditions.

## No Warranty or Guarantee as to Career Advancement and Improved Remuneration

Spectrum Training does not represent, warrant or guarantee (expressly or implied) that your Enrolment or completion of any Course will result in or improve the likelihood of you securing any kind of employment or other benefit.

Where you are engaged or employed as an employee or consultant, Spectrum Training does not represent, warrant or guarantee (expressly or implied) that your Enrolment, or the completion of any Course, will result in or improve the likelihood of you receiving an increase in remuneration or any other benefit.

## No Warranty of Guarantee as to Successful Completion of a Course

Spectrum Training does not represent, warrant or guarantee (expressly or implied) that you will meet assessment criteria and successfully complete the Course.

Whilst every effort is made to ensure that the Course Materials are accurate and sufficiently detailed to allow you to attain the competency, skills and knowledge required to meet the assessment standards and complete the Course, you are solely responsible for ensuring that you undertake the steps required to meet and fulfil all Course requirements.

## Computer Compatibility

Spectrum Training strongly recommends that before enrolling in any Course you confirm the compatibility of your computer system with any Course Materials that may be supplied in CD or DVD format and/or via the Online Learning System.

Spectrum Training accepts no responsibility for the incompatibility of Course Materials with your computer system.

Spectrum Training will not refund Course Fees on the basis of incompatibility of the Course Materials with your computer system.

## Access to Online Learning System

Spectrum Training provides no warranty that the Online Learning System (if any) will be accessible by you.

## Privacy

Spectrum Training respects your privacy and is committed to protecting any and all personal information we collect about you. You can access Spectrum Training's Privacy Policy via our website (<http://spectrumtraining.edu.au/privacy/>).

## Information does not Represent Professional Advice

The material provided on Spectrum Training's website, and in these Terms and Conditions, is provided as general information only. It is not intended as professional advice and must not be relied upon as such.

Prior to entering into a transaction or taking any particular course of action in connection with Spectrum Training's website, or these Terms and Conditions, you should make your own enquiries and seek independent advice tailored to your specific circumstances and objectives.

## Inconsistency

If these Terms and Conditions conflict with any other document, agreement or arrangement, these Terms and Conditions prevail to the extent of the inconsistency.

## Limitation of Liability

Spectrum Training does not exclude any rights or remedies available to you under the Trade Practices Act 1974 (Cth) or equivalent State legislation that cannot be excluded or restricted.

To the maximum extent permitted by law, Spectrum Training is not liable (whether in contract, negligence or otherwise) for any loss or damage arising from, or in connection with, your purchase of or Enrolment in a Course or the use of any Course Materials.

To the maximum extent permissible by law, Spectrum Training's liability for breach of any implied warranty or conditions that cannot be excluded is restricted to:

- The re-supply of the Course or Course Materials, or
- The cost of the re-supply of the Course or Course Materials, or
- Any amount paid by you to Spectrum Training in respect of the Course or Course Materials.

You agree that in no circumstances will Spectrum Training be liable for any indirect, incidental, special and/or consequential losses or damages of whatever nature arising out of or in any way connected with your purchase of or Enrolment in a Course, or the use of any Course Materials (including, but not limited to, losses or damages arising out of, or attributable to, an act or omission by Spectrum Training).

## Severability

If any part of these Terms and Conditions is held invalid, illegal or unenforceable, that part shall be severed and the remainder will continue to be valid and enforceable.

## Governing Law

These Terms and Conditions constitute an agreement between you and Spectrum Training in respect of the Service. This agreement is governed by the laws of Queensland, Australia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and their respective courts of appeal.

## Reservation of Rights

Any rights not expressly granted to you herein are reserved by Spectrum Training.