

## **The Financial Training Centre** **Terms, Conditions & Policies**

**Please read all Terms, Conditions & Policies carefully before accessing or using the information provided by The Financial Training Centre on this website.**

### **GENERAL**

These terms constitute your agreement with us relating to your use of this website and our Learning Management System. You agree that your use of this website is subject to all our rules, procedures, guidelines and policies.

You must only use this website for lawful and proper purposes and in accordance with all applicable laws and regulations that apply in Australia and any other jurisdiction from which you are accessing this website.

By accessing or using this website you signify that you have read these terms and agree to be bound by and comply with them. If you do not agree to be bound by these terms, please immediately discontinue use of this website.

The FINANCIAL TRAINING CENTRE reserves the right to change the Terms, Conditions and Policies at its discretion and without notice.

The following terms and conditions apply to all courses offered by The Financial Training Centre:

- Registration and payment in full must be completed prior to the commencement of the course.
- A student registered for a course may only apply for cancelling an enrolment in accordance with our refund policy.
- The Financial Training Centre reserves the right to:
  - Cancel a course if circumstances beyond its control prohibit the course being conducted.
  - Cancel a course where the number of participants is insufficient to conduct the course.
  - Issue a refund of the fees paid in the event the course is cancelled.
  - Change the day or time of the course if deemed necessary.
  - Change the advertised tutor if deemed necessary.

We retain the right to suspend or terminate your access to any account or profile accessible through this website or our learning management system if we determine, in our absolute discretion, that you have breached any of these terms.

### **PRIVACY POLICY**

The Financial Training Centre Pty Ltd is committed to protecting your privacy and the confidentiality and the security of personal information provided by you.

We appreciate that your privacy is important to you. We are committed to handling personal information in accordance with the Australian Privacy Principles set out in the Privacy Act 1988.

We will only collect, use and disclose your personal information in accordance with our Privacy Policy.

The personal information we require you to provide us is necessary to process your registration form and to maintain your record and profile information.

We may use your personal information to contact you about our courses.

You have the right to access or correct any personal information we hold about you (subject to any applicable legal exceptions). You have the right to opt out of receiving communications from us.

### **SECURITY**

You will be issued with a login, password or other details to enable you to access a personal account and parts of this website which are not available to the public. These access details are designed to protect your personal information or other confidential information.

You acknowledge and agree that you must not disclose your login name, password or any other access details to any person and that you must otherwise keep them safe and secure. We exclude all liability for any loss arising out of access to a personal account by a third party (whether authorised or not) as a result of any failure by you to keep your access details safe and secure.

### **CHANGES TO THIS WEBSITE**

We may make changes to the content of this website at any time without notice to you. We may also modify these terms at any time without notice, and such modification shall be effective immediately upon posting of the modified terms of use on this website. Accordingly, your continued use of this website is deemed to be your acceptance of these terms as modified from time to time.

### **PRICING**

Unless otherwise provided, any pricing on this website is in Australian Dollars (AUD) and is inclusive of taxes, including GST, where applicable.

### **REFUNDS**

Refunds will only be made in accordance with the following terms:

In the event that The Financial Training Centre is unable to provide the course for the subject you enrolled in, then any tuition fee paid will be refunded in full.

We will permit you to cancel your enrolment upto the commencement of lessons. Written notice of your decision to withdraw from the course must be sent to The Financial Training Centre prior to commencement of lessons. Tuition fees paid will be refunded in full.

Once you have attended a lesson, no refund will be paid notwithstanding your reason for having to withdraw from the course.

Under exceptional circumstances, such as serious illness, a withdrawal from a course may be considered and the fees paid may be refunded. This decision vests entirely at the discretion of The Financial Training Centre.

### **GRIEVANCE POLICY**

The Financial Training Centre recognises the rights of enrolled students to complain about any shortcomings in course delivery.

A Complaint must be made in writing and addressed to [fintrainoffice@gmail.com](mailto:fintrainoffice@gmail.com).

The complaint will be investigated and you will be provided with a written statement of the outcome. We are committed to resolving complaints with urgency.

### **LIMITATION OF LIABILITY**

The Financial Training Centre;

Makes no warranties or representations about the website or the learning management system or any of the content contained within it and accepts no responsibility for any loss suffered by you or anyone else in connection with the use of the website or the Learning Management System.

Subject to any non-excludable obligations, takes no responsibility or liability for any factual inaccuracies, technical errors, data corruption or unauthorised access of your personal information in connection with this website.

Does not guarantee that the website will not cause damage or is free from viruses or any other defects or errors. Under no circumstances will The Financial Training Centre be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to the content. This includes, but is not limited to, the transmission of any computer virus or any other defects or errors.

Does not accept responsibility if the Website is unavailable to you due to any computer downtime, malfunction or such other event outside the control of the organisation.

## **COPYRIGHT**

All course material made available on this website and on our learning management system (LMS) is subject to copyright under Australian law and applicable law in other countries. The Financial Training Centre owns the copyright and other intellectual property rights to the content on this website and all course materials on its LMS.

All course materials made available on this website and on the LMS may be used by students enrolled in the relevant subjects for learning purposes only. If you have access to these course materials and use them for non-learning purposes, you could be infringing copyright and may face penalties under the Copyright Act 1968 or any of our policies that apply to you.

The material in the LMS is provided to you specifically and exclusively for the purpose of supporting your preparation for the course for which you have enrolled. This material may not be reproduced for any other purposes, without prior written permission from us, except to the extent permitted under the Copyright Act 1968.

We are committed to upholding the rights of copyright owners.

## **GOVERNING LAW**

These terms are governed by and construed in accordance with the laws in force in the State of New South Wales.

You irrevocably submit to the exclusive jurisdictions of the Courts of the State of New South Wales and of the Commonwealth of Australia including any courts having appellate jurisdiction.