

## 1. ACCEPTING TERMS AND CONDITIONS

By participating in our training platform, you accept the following terms and conditions.

## 2. IMPORTANT - ESSENTIAL READING

These Terms and Conditions provide a summary of our key policies. If you would like full details of the relevant policies that govern the provision of our training, then you can find all the documents listed on the policies page at the top of the website.

These include:

- Student Handbook
- NCVET Privacy Statement.

The following policies:

- Appeals
- Complaints
- Fees and Refunds
- Training and Assessment
- Privacy.

## 3. CLIENT ACKNOWLEDGEMENT

By accepting the following terms and conditions you have acknowledged that:

- Course Credits once purchased are valid for up to 12 months
- Once a Course Credit has been assigned to a student, it is counted as “used” and cannot be reallocated to another student
- Students have 3 months to complete their training. At the end of 3 months any incomplete courses will be “deactivated”.

## 4. NON-TRANSFERABLE TRAINING

Once commenced a course is non-transferable to another person.

## 5. FEES AND TERMS OF PAYMENT

In consideration of the services to be provided by Access All Areas Training, the client shall pay to Access All Areas Training fees and expenses in the amounts and according to the payment schedule, and all applicable sales, use or value added taxes, even if calculated or assessed after the payment schedule. Terms of payment will be included in the schedule or invoice.

### 5.1 FEES AND REFUND POLICY

Unless otherwise agreed with AAAT, you may only enroll students where the required course fee has been paid in advance. Please refer to the Website for current pricing information.

We regularly update the course content to ensure it remains current. As such we provide a fixed window of 3 months for students to complete their training with us. Most courses we offer can be completed within 6-8 hours.

Therefore:

- A change of mind or not wanting to complete the course is not grounds for a refund
- No course is transferable to another person
- Abuse of staff or the use of inappropriate language will result in the cancellation of the course with no refund
- Any cheating will mean the cancellation of the course with no refund.

## **6. DEACTIVATION – RE-ACTIVATION**

All our courses are automatically deactivated after three (3) months. This is done to ensure students complete the latest version of any course.

## **7. COPYRIGHT**

All content is copyright © Access All Areas Training unless otherwise stated. This includes, but is not limited to all text, images, graphics, audio commentary, visual presentations, and any course related files. Material cannot be copied, reproduced, or distributed in any form without prior written consent. All material provided and presented during training is for the sole use of the company and/or individual.

## **8. CONDITIONS**

Access All Areas Training reserves the right to modify, cancel and limit any training, service, or promotion. We reserve the right to refuse participants for any reason. Purchasing one online training course allows one person to access the training course. Courses are not transferable. By accepting enrolment terms and conditions, you are guaranteeing that you are the person completing the course.

## **9. WARRANTY**

No warranties or guarantees are made in any of the material. By using any of the material provided you accept all liability for your actions. Except for the express representations and warranties stated in this agreement, Access All Areas Training makes no warranties whatsoever. Access All Areas Training explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the product or services.

AAAT is not obliged to refund due to changes in legislation on a national or a state level that may affect delivery of classroom or online of units on scope. Such situations will be assessed case by case.

## **10. INDEMNIFICATION/LIABILITY**

The products and services of Access All Areas Training are sold “as is.” In all circumstances, the maximum liability of Access All Areas Training, its directors, employees, agents, and affiliates, to client for damages for all causes whatsoever, and client’s maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the charges paid in respect to product or service, provided suitable notice of any such claim in made within 30 days to Access All Areas Training. In no event shall Access All Areas Training be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to the products or materials, or services provided

by Access All Areas Training, even if Access All Areas Training has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

## 11. TERMS AND TERMINATIONS

This agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties. No refunds apply for termination or non-completion of your course.

### 11.1 MODIFICATION OF TERMS AND CONDITIONS

Access All Areas Training reserves the right to update and change the terms and conditions from time to time without notice. Any alterations to products or services shall be subject to the terms and conditions. Continued use of a product or service after any such changes shall constitute consent to such changes.

## 12. PRIVACY POLICY

Access All Areas Training regards customer privacy as an important part of our relationship with our customers. The following privacy policy applies to all Access All Areas Training users and conforms to Internet privacy standards.

By answering submitting acceptance of these terms and conditions you have confirmed that the information you provide to AAAT, whether directly or indirectly, or through the website, or is otherwise displayed on this website is provided in good faith and is true and correct to the best of your knowledge, information, and belief.

### 12.1 WEBSITE DATA

We partner with Microsoft Clarity and Microsoft Advertising to capture how you use and interact with our website through behavioral metrics, heatmaps, and session replay to improve and market our products/services. Website usage data is captured using first and third-party cookies and other tracking technologies to determine the popularity of products/services and online activity.

Additionally, we use this information for site optimization, fraud/ security purposes, and advertising. For more information about how Microsoft collects and uses your data, visit the *Microsoft Privacy Statement*.

### 12.2 CHANGES TO PRIVACY POLICY

If we decide to change our privacy policy, we will post these changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email or by means of a notice on our homepage.

### 12.3 USE OF COLLECTED INFORMATION

Any details collected from Access All Areas Training customers is required to provide you with our products and/or services, and an elevated level of customer service. Correspondence is recorded to provide service references, and to assist in our staff development.

### 12.4 STORAGE OF COLLECTED INFORMATION

The security of your personal information is important to us. When you enter sensitive information

(such as credit card numbers) on our website, we encrypt that information using secure socket layer technology (SSL). When Credit Card details are received, we simply pass them on to be processed as required. We never permanently store complete Credit Card details. We follow accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about security on our website, you can email us.

## **12.5 ACCESS TO COLLECTED INFORMATION**

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us.

## **13. AVETMISS DATA REPORTING**

All registered training organisations (RTOs) must collect and report 'Total VET Activity' data. This includes full Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS) data, in accordance with the National VET Data Policy Data from the national VET statistical collections and the national survey collections contributes to the publication of reports and data products that illustrate how the national VET market operates.

## **14. USI AND PERSONAL DATA**

Files containing USIs (Unique Student Identifier), and characteristics associated with each USI are identifiable data containing personal information and are subject to the Privacy Act 1988, therefore AAAT treats this information with the same security measure as all learner data.

## **15. USE OF YOUR DETAILS**

We do not sell data to any third parties. We only use contact details to send messages about training and may send a follow up message to support with gaining registration with relevant government agencies for the purpose of completing registrations to work. We may do this via email or text.

## **16. STATE AND TERRITORY GOVERNING AGENCIES**

Government Departments responsible for overseeing regulation within Food and Alcohol may require RTOs to supply them with personal data for the purpose of licencing and regulating individuals and business operating within their authority. AAAT is required to supply personal information with these bodies where requested.

## **17. DISCLOSURE STATEMENT**

AAAT supports the principle of honest and fair dealing. AAAT will do its utmost to ensure that its clients are fully and accurately informed to permit them to make decisions in their best interests regarding their future relations with AAAT.

## **18. THIRD PARTIES**

Access All Areas Training may at its discretion use other third parties to provide essential services on our site or for our business processes such as the NSW Food Authority or OLGR NSW. We may share your details as necessary for the third party to provide that service such as certificates issued via government portal i.e., NSW Food Authority. These third parties are prohibited from using your personally identifiable information for any other purpose. Access All Areas Training does not share any information with third parties for any unknown or unrelated uses.

## 19. LEGAL

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our website.

## 20. LINKS

Links on the Access All Areas Training site to external entities are not covered within this policy. The terms and conditions set out in this privacy statement only cover the domain name of [www.accessallareatraining.com.au](http://www.accessallareatraining.com.au) and [www.aatraining.com.au](http://www.aatraining.com.au).

## 21. WEBSITE DISCLAIMER

### A) No Warranties

This website is provided “as is” without any representations or warranties, express or implied. Access All Areas Training makes no representations or warranties in relation to this website, or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph. Access All Areas Training does not warrant that:

- i) This website will be constantly available, or available at all.
- ii) The information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial, or medical matter you should consult an appropriate professional.

### B) Limitations of Liability

Access All Areas Training will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- i) To the extent that the website is provided free of charge, for any direct loss.
- ii) For any indirect, special, or consequential loss.
- iii) For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Access All Areas Training has been expressly advised of the potential loss.

### C) Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Access All Areas Training’s liability in respect of any:

- i) Death or personal injury caused by Access All Areas Training’s negligence.
- ii) Fraud or fraudulent misrepresentation on the part of Access All Areas Training or
- iii) Matter which it would be illegal or unlawful for Access All Areas Training to exclude or

limit, or to attempt or purport to exclude or limit, its liability.

#### **D) Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## **22. OTHER PARTIES**

You accept that, as a limited liability entity, Access All Areas Training has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Access All Areas Training's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Access All Areas Training's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Access All Areas Training.

## **23. UNENFORCEABLE PROVISIONS**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **24. COMPANY DETAILS**

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|---------------------------|---|
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