



Get Up To Speed program

Terms & Conditions of the Get Up To Speed Program

Delivered by The Training Collective.

Engagement

1. Thank you for accepting our offer to deliver the Get Up To Speed Program to you. On registering electronically or via any other method you agree to the following Terms and Conditions which form a contract between The Training Collective and the nominated registrant as it appears on the registering document.

Time and Place

2. Your payment of the Investment to us entitles you to:

(a) Access to the Program Materials until the end of the program; including
(b) 12 webinars; and (c) 12 lessons; and (d) access to the Private Facebook group upon your request; and (e) access to the Online Resources Portal and its associated resources; and (f) access to mentors for the 12 weeks of the program; and

3. We may change the program, speakers, Webinar hours and / or locations for any reason by notifying you through the Portal of our website and/or Private Facebook group and/or email: (a) we shall have no liability to you; and (b) you shall make no claim against us (including for a refund), in respect of the same.

Investment and Payment

4. You must pay to us in consideration of the Program: (a) the Investment Sum in one lump sum on the completion of the Registration Form by you without set off, deduction or counterclaim.

5. As a prerequisite to participating in the program, you will be required to either (a) attend a information/welcome session held in your region; or (b) attend the live information/welcome session webinar; or (c) watch a recording of the information/welcome session available upon request.

6. Payments made under this agreement must be made by the means specified on the Registration Form or on the website at <http://thetrainingcollective.com.au/product/get-up-to-speed-program/>

7. If you should not pay the registration fee in full, and receive confirmation that your registration has been received in full, your registration will not be valid.

Seven Day Cooling Off

8. If you advise us by notice in writing within 7 days of signing the Registration Form and prior to the core content delivery start date (this is the date the first lesson is sent out) that you no longer wish to receive the Program this agreement shall be at an end and we shall refund to you all monies you have paid to us under this agreement and your access to the Private Facebook Group and Online Resources Portal shall be nullified.

Refunds

9. You acknowledge that you shall not be entitled, and shall not claim a refund other than by strict compliance with clauses 8.

You further acknowledge that this is an essential term of this agreement on which we rely and you are bound to pay your registration fee in full.

Intellectual Property

12. We have all right, title and interest in all intellectual property used by us in performing the Program services (subject to the rights of the presenters) and all intellectual property we may develop as a result of the performance of the Program.

13. In offering the Program, we do not transfer title to you in any intellectual property and title to all such intellectual property remains with us.

14. You may not:

(a) alter any of our intellectual property or the Materials; or (b) copy or reproduce the content of the Mentoring Program Services or the Materials; or (c) on sell the intellectual property or the Materials ('IP') or supply the IP to third parties.

15. You authorise us to use any intellectual property created by us in performing the Services for any purpose it may require, including, without limitation, marketing and promotions of our services.

Disclosures

16. You acknowledge:(a) that neither we, any of our representatives or any person we engage to offer the program is providing business advice, not should it should be construed as the giving of advice or the making of a recommendation and it should not be relied on as the basis for any decision or action. It is important that you rely only on the advice of your own professionals to advise you on your specific situation.

17. We accept no liability for the accuracy or completeness or use of, nor any liability to update, the information contained within the program content, or on the program website or private Facebook group.

Accuracy of Marketing Materials

18. We believe that all the statements made at information sessions (both online and offline) in our brochure, website and other marketing materials are factual and correct at the time they are made. Every reasonable attempt has been made to describe the program and any other services mentioned. We cannot be held responsible for any changes that become known or happen after the material is produced (up to date information can be found on the website). Nor can we accept liability for happenings outside our control.

Personal Data

19. For the purposes of the Privacy Act 1998, we keep personal information on file. We may need to transfer the Personal Data you give us to the assessor for the purposes of assessment, and to Skills Queensland to meet reporting requirements.

We would also like to store and use your personal details for future marketing purposes (for example, sending you an email). All details you give us in connection with your registration will be kept on file.

If you believe that any of your personal details which we are processing are inaccurate or incorrect, please contact us immediately.

As our privacy statement may change due to developments in the law, we would encourage you to reread our privacy statement from time to time so that you are aware of any changes in how we gather and use personal information.

Code of Conduct

20. The Training Collective expects program participants to abstain from destructive, distracting, or disrespectful behaviour during the program. You are expected to treat your tutors, mentors and other program participants with courtesy and respect at all times and conduct yourself in a cooperative and professional manner. In particular you are required to:

- be punctual for all sessions
- complete lessons to the best of your ability
- work cooperatively with tutors, mentors and other participants
- participate actively and constructively in feedback
- be open to feedback and aim to incorporate suggestions

For one instance of unprofessional or discriminatory conduct you will receive a warning. Two instances may result in expulsion from the program. In such cases no refunds will be given.

Other Documents

21. Subject to your rights under the Privacy Act 1988, you may be required to complete and deliver to us other documentation, including questionnaires, surveys and assessments.

Limitation of Liability

22. We: (a) exclude all terms, conditions and warranties implied by custom, the general law or statute or which cause any part of this agreement to be void ('Non-excludable condition'); (b) Limit our liability to you for breach of any Non-excludable Condition to the total amount actually paid by you under this agreement; (c) limit our liability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the performance of the

CONFIRMATION

Program to the total amount actually paid you under this agreement; and

(d) excludes all liability for consequential damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relating to the Program or your exercise of rights under this agreement.

Appeals and complaints

23. If for any reason you are not satisfied with our service, you should first endeavor to resolve the issue with The Creative Collective, whose details are available at <http://thetrainingcollective.com.au/contact/>

General

24. All notices or other communications must be made to the addresses specified in the Registration Form and at <http://thetrainingcollective.com.au/contact/>

25. This agreement may not be varied except in writing signed by the other party.

26. Should any provision of this agreement be held by a Court to be unlawful, invalid,

unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

27. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.

28. This agreement is governed by the laws in force in the state of Queensland and the parties submit to the exclusive jurisdiction of the Courts of Queensland.

I certify that I have read and understand the Terms and Conditions as set out in this document and agree to abide by these conditions.

Signed:

_____ Date: _____

Name _____

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