

If you are unable to electronically sign the document you may manually sign and return it by email to finance@learningpeople.com.au or post to The Learning People AU PTY Ltd Level 24, Tower 2, 101 Grafton Street Bondi Junction, NSW 2022, Australia

Forms need to be returned within 14 days of the agreement date.

Please read these Terms and Conditions carefully, if you have any questions please don't hesitate to contact [enquiries](#).

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 27.
OUR TERMS AND CONDITIONS COMPLY WITH AUSTRALIAN AND NEW ZEALAND CONSUMER LAW**

1 | DEFINITIONS

1.1 | The definitions in this clause apply in the Terms and Conditions set out in this document.

"Consumer" means an individual acting outside the course of business. "Continuous Payment Authority" means your written authority for us to take payments from your bank account or credit card for the purpose of paying the Course Fees.

"Course" means any Course, unit or units of learning you purchase from us.

"Course Fees" means the amount payable by you for the Service.

"Course Materials" means all material provided by us and/or service providers to you following your Enrolment which shall include but is not limited to: online learning material – including log in passwords; and online mentoring and tutoring.

"Course Rules" means and shall include any rules, regulations, standards, policies, codes, charters and guidelines prescribed and/or endorsed by our service providers.

"Credit Agreement" means a loan contract arranged with our Lending Partner.

"Enforce" means the lender resorting to a court of law for an order directing you to pay.

"Enrolment" means your enrolment in a Course.

"Enrolment Date" means the date on which we confirm your Enrolment or such other date as determined by us.

"Guarantee" means the written instrument that sets out the terms of an Indemnity.

"Indemnity" means a Guarantee or undertaking given by the Learning People to its Lending Partner.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information – including know how, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Interest Free" means that there is no interest cost for credit provided under a Credit Agreement.

"Lending Partner" means any other lending institution suggested by the Learning People from time to time.

"Online Learning System" means an internet based system hosted by Learning People or our service providers for delivery and management of the Course and the system may include, but is not limited to, online learning material, online mentoring and tutoring and online assessments and the Learning People Website.

"Order" means an offer by you to purchase Services in accordance with these Terms.

"Payment Default" means two payments overdue under a Credit Agreement arranged under a credit option to pay for the Course Materials.

"Registration" means your official registration with the Learning People upon payment.

"Referee" means a person being referred to Learning People by an existing Student.

"Referrer" means an existing Student referring someone to Learning People.

"Service" means the provision of the Course by us and/or our service providers to you.

"Student" means a single user to any of the Online Learning Systems by a unique username and protected by a user defined password.

"Terminate" means, in respect of the subject matter where it is referred to, to foreclose a Credit Agreement and demand full payment of all amounts due under it.

"Terms" means the Terms and Conditions set out in this document. "The Learning People Australia" means the Learning People Ltd – Company No. 621 319917, a company incorporated in Australia whose registered address is Bondi Junction, Sydney, New South Wales 2022 Australia

1.2 | References to "we", "us" and "our" are references to the Learning People.

1.3 | A reference to "you", "your" or "yourself" is reference to a person or firm who purchases a Service from the Learning People.

1.4 | A reference to a clause is to a clause of these Terms.

2 | BASIS OF A SALE

2.1 | These Terms and the Continuous Payment Authority – if applicable – constitute the entire agreement between you and us for the supply of the Service.

Please check that the details in these Terms and your Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

2.2 | You acknowledge in agreeing to these Terms that you have not relied on any statement, promise, representation, assurance or warranty made or given on behalf of the Learning People which is not set out in this document.

2.3 | The Order constitutes an offer by you to purchase Services in accordance with these Terms.

2.4 | A quotation shall be valid for a period of 14 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.5 | We have the right to revise and amend these Terms from time to time. You will be subject to any privacy policy in place and the Terms in force at the time that you order the Service from us, unless any change to those policies or these Terms is required by law or government or regulatory authority – in which case, it will apply to orders you have previously placed that we have not yet fulfilled.

2.6 | You confirm that you are solely responsible for ensuring that you possess the necessary skills and experience required to enrol on a specific Course and that you will comply with the Course Rules.

3 | ENROLMENT

3.1 | Your Enrolment Date is the date your Online Learning System login details are issued to you.

3.2 | Your Enrolment will be limited to the period specified for your Course or training package, commencing from the Enrolment Date or Cohort Date

3.3 | Extensions to your Enrolment may be considered where a request is made in writing at least 10 days prior to the date on which your Enrolment is due to end.

3.4 | You confirm that you understand any prerequisite skills or experience applicable to your proposed Course and examination. You acknowledge and agree that your Enrolment and continued participation in a Course is subject to you complying and continuing to comply with the Course Rules.

4 | CONSUMER RIGHTS

4.1 | By logging into the Online Learning System you acknowledge receipt of the Service from us.

4.2 | You cannot cancel any Course once you have logged on to such Course and to the maximum extent permitted by law, we have no liability to provide you with a refund of the Course Fees paid – in whole or in part.

4.3 | The provisions of this clause 4 do not affect your statutory rights.

5 | DELIVERY OF COURSE MATERIALS

5.1 | We will use our reasonable endeavours to provide login details for the Online Learning System specific to you within five – 5 – business days from the Enrolment Date. We will do this by emailing the login to the email address you provide to us. On receipt of the login, you will be able to access the online Course Materials.

5.2 | We shall use all reasonable endeavours to meet any performance dates agreed but any such dates shall be estimates only and time shall not be of the essence for the performance of any Service.

5.3 | We have the right to make any change to the Service which is necessary to comply with any applicable law or which does not materially affect the nature or quality of the Service.

6 | YOUR OBLIGATIONS

6.1 | You shall:

6.1.1 | ensure that the terms of the Order are complete and accurate;

6.1.2 | cooperate with us in all matters relating to the Service;

6.1.3 | provide us with such information and material as we may reasonably require in order to supply the Service, and ensure that such information is accurate in all material respects.

6.2 | If the performance of any of our obligations is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation – “Default”:

6.2.1 | we shall without limiting our other rights or remedies have the right to suspend performance of the Service until you remedy the Default, and to rely on the Default to relieve us from the performance of any of our obligations to the extent that the Default prevents or delays performance of any obligation; and

6.2.2 | we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of your obligations set out in this clause 6; and

6.2.3 | You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from any Default.

7 | STUDENTS WITH DISABILITY

The Learning People cannot supply equipment, computers, aids or software for a Student with a disability. However,

StudentCare™ will endeavour to supply any information a Student requires in terms of examination booking and special requirements.

8 | COURSE MATERIALS

8.1 | Whilst we make reasonable efforts to ensure the accuracy of Course Materials, we do not represent, warrant or guarantee that the Course Materials will be error free.

8.2 | You expressly acknowledge and agree that due to the rapidly evolving nature of information technology, Course Materials may become outdated and/or incorrect at any time.

8.3 | For the avoidance of doubt, we will not refund Course Fees on the basis that Course Materials are not error free, accurate and/or up to date.

8.4 | In circumstances where you discover an error or inaccuracy in the content contained in the Course Materials and/or the Online Learning System and notify us of this, we shall aim to rectify the error or inaccuracy within 45 business days of notification.

8.5 | We will use our reasonable endeavours to ensure that whilst you are enrolled on a Course that the Course Materials will be available to you via the Online Learning System on an uninterrupted basis save for:

- i) unavailability due to our or a Course Provider's scheduled maintenance of the Online Learning System; or
- ii) additional downtime measured on a monthly basis not exceeding 3% of all other time during that month; or
- iii) an event outside our control.

8.6 | We shall have no responsibility or liability to you for your inability to access the Online Learning System due to issues beyond our control such as the speed of your modem – or other connection devices used, your use of third party security software or firewall/proxy servers, or the performance levels of your internet service provider.

8.7 | If you do experience problems with the Online Learning System or access to Course Materials, please contact the Learning People StudentCare™ on 1 800 953025 in Australia and 0800 110194 in New Zealand or by emailing

studentcare@learningpeople.com.au.

We will attempt to resolve such problems within a reasonable time. You agree to provide us with such diagnostic information as we may reasonably require in order that we may resolve the problem.

Should the Learning People team not be available or are unable to help, useful contact details can be found on our StudentCare™ page.

However, for all project management and IT students, Skillsoft technical support is available 24x7 by emailing support@skillsoft.com or ringing 1 300 728 377 in Australia and 0 800 738 324 in New Zealand. For Code Institute email info@codeinstitute.net

9 | COURSE FEES AND ENROLMENT

9.1 | The Course Fees will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time. Prices are liable to change at any time, but price changes will not affect your orders that we have confirmed in writing.

9.2 | The Course Fees include GST. However, if the rate of GST changes between the date of the Order and the Enrolment Date, we will adjust the GST you pay, unless you have already paid for the Course in full before the change in the rate of GST takes effect.

9.3 | It is always possible that, despite our efforts, a Course may be incorrectly priced. We will normally check prices as part of our order process so that, where the correct Course Fee is less than its stated price, we will charge the lower amount when enrolling you on the Course. If the pricing error is obvious and could have reasonably been recognised by you as a mispricing, we do not have to provide the Course to you at the incorrect – lower price.

9.4 | Payment for all Courses must be made in advance by credit or debit card or in accordance with the Continuous Payment Authority or by direct debit. We accept payment with Visa, Visa Debit, MasterCard and American Express. We also accept payment by bank transfer and cheque.

9.5 | If you wish to make payment to us by direct debit, you may only do so by agreeing to enter into a direct debit mandate with your bank that provides for payment to us in instalments and with full payment of the Course Fees being made in less than 12 months – such period starting from the date of the direct debit mandate.

9.6 | Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may:

- 9.6.1 | charge interest on the overdue amount at the rate of 4% per annum above the Bank of Australia's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount; or cancel or suspend your access to all Course Materials until you have paid the outstanding amounts; or
- 9.6.2 | cancel the Continuous Payment Authority and require you to pay any balance outstanding in full; or
- 9.6.3 | terminate this agreement by giving you written notice and if you fail to pay all outstanding amounts within 10 days after being notified in writing to do so.

9.7 | Clauses 9.1 and 9.6 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received an invoice that you dispute it.

9.8 | Subject to any exception outlined in clause 9, Course Fees cover all Course Materials.

10 | CONSEQUENCES OF TERMINATION

On termination of this agreement for any reason:

- 10.1 | You shall immediately pay us all outstanding invoices and interest and in respect of a Service supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and
- 10.2 | You shall return all Course Material which have not been fully paid for; and
- 10.3 | The accrued rights, remedies, obligations and liabilities of the parties as at the expiry or termination shall be unaffected, including the right to claim damages which existed at or before the date of termination or expiry; and
- 10.4 | Clauses which expressly or by implication survive termination shall continue in full force and effect.

11 | COURSE FEES AND COURSE MATERIAL EXTENSIONS

- 11.1 | Unless expressly stated, Course Materials and Course Fees do not include certification fees, examination fees personal stationery, special materials and texts and any other study related material you may elect to purchase.
- 11.2 | The mode of assessment varies between Courses and between training providers and may include online assessments and/or submission of written assessments – or any combination thereof. We reserve the right to change the mode of assessment applicable to a Course at any time, including after your Enrolment. We will however, where practical, give you reasonable notice of any change to the mode of assessment.
- 11.3 | You are entirely responsible for any costs and expenses related to accessing and/or running the Course Material on any computer system. We strongly recommend that before enrolling on any Course you confirm the compatibility of your computer system with published computer specification for Course Materials for that Course.

12 | TRANSFERRING THE COURSE TO SOMEONE ELSE

- 12.1 | If you purchase the Course as a Consumer, your Enrolment in a Course is personal to you and you may not transfer the Course to any other person.
- 12.2 | However, if you have purchased a Course on behalf of your company, and have provided that company's details to us, we may, at our discretion, transfer your Enrolment/s to other people within your company only. Please contact us if you wish us to consider such a transfer.
- 12.3 | We may at any time assign, transfer or deal in any other manner with all or any rights under this agreement and may subcontract or delegate in any manner any or all of our obligations to any third party or agent.

13 | EXCHANGING YOUR COURSE FOR ANOTHER

- 13.1 | We at our sole and absolute discretion may allow you to apply your Course Fee as a credit against any other certification Course offered by a Course Provider provided that all of the following conditions are satisfied:
 - 13.1.1 | you notify us within seven – 7 – business days from Enrolment Date of your desire to transfer to an alternative Course;
 - 13.1.2 | the fee for the alternative Course is equal to or less than the original Course Fee – or you agree to pay us the difference where the fee for the alternative Course is higher than the original Course Fee;
 - 13.1.3 | you consent to us disabling your login details to preclude continued access to any online Course Materials in respect of the original Course;
 - 13.1.4 | you agree and warrant that you have not made any copies of the Course Materials or reproduced them in any way; and
 - 13.1.5 | you agree and warrant that you have destroyed any Course Materials which you downloaded on to your computer system.

14 | IT PACKAGES INCLUSIVE OF EXAMINATIONS AND RESIT FEES

- 14.1 | On the purchase of an IT package you are enrolled into a 12, 18 or 24 month subscription – depending on your requirements.
- 14.2 | You may only sit exams outlined in your career pathway. If you are in any doubt, please contact your Career Consultant or StudentCare. We will not pay for any exam that is not in your Career Pathway.
- 14.3 | If you have purchased an IT package and opted to include examination and any resit fees in your purchase price the following terms are applicable, and clauses 11 and 14 do not apply.
 - 14.3.1 | You must take any examinations, including necessary resits, within the original agreed student licence period of either 12, 18 or 24 months from the initial Registration date, unless otherwise agreed at the time of Registration; and
 - 14.3.2 | you must access and complete all study modules and test preps associated with that exam; and
 - 14.3.3 | you must achieve a minimum score of at least 90% in all associated exam preparation modules and test prep; and
 - 14.3.4 | you must complete the test prep for the associated exam within the two – 2 – weeks prior to taking the exam; and
 - 14.3.5 | you must access the Learning People online services within the two – 2 – week period prior to taking the exam; and
 - 14.3.6 | if you have not accessed any training module for at least two – 2 – months or more, you must complete the end of module test again, achieving a minimum score of 90% before sitting the exam; and
 - 14.3.7 | if you fail an examination, including necessary resits, you must provide the Learning People with an original copy of the examination transcript within five – 5 – days of each failed examination.
- 14.4 | For the avoidance of doubt you will not be able to request a refund of the examination fees outside of the Terms set in clause 4.

14.5 | For the avoidance of doubt you will not be able to request multiple vouchers, we will only supply one voucher for a single exam in a series. Each time an exam is passed or re-sat we will provide the single appropriate voucher for the next exam on production of the latest passed/failed exam report.

14.6 | Any terms and conditions set by Cisco, CompTIA, Microsoft and/or any other vendor, in respect of their examination guidelines are also applicable. It is your responsibility to understand and adhere to those terms and conditions.

14.7 | In order to book an exam, and only where you have purchased the training with exam costs included, you must ensure that all payments to the Learning People Finance are up to date. If your account is in arrears you will not be able to book your exam.

15 | PROJECT MANAGEMENT PACKAGES INCLUSIVE OF EXAMINATION, RESIT FEES AND PMI MEMBERSHIP

15.1 | On the purchase of a project management package You are enrolled into a 12, 18 or 24 month subscription – depending on your requirements.

15.2 | You may only sit exams outlined in your career pathway. If you are in any doubt, please contact your Career Consultant or StudentCare. We will not pay for any exam that is not in your Career Pathway.

15.3 | If you have purchased a project management package and opted to include examination, resit fees, and a 12 month PMI membership in your purchase price the following Terms and Conditions are applicable, and clauses 11 and 14 do not apply.

15.3.1 | you must take any examinations, including necessary resits, within the original agreed student licence period of either 12 or 24 months from the initial Registration date, unless otherwise agreed at the time of Registration; and

15.3.2 | you must access and complete all study modules and test preps associated with that exam, if provided; and

15.3.3 | you must achieve a minimum score of at least 80% in all associated exam preparation modules and test prep, if provided; and

15.3.4 | you must complete the test prep for the associated exam within the two – 2 – weeks prior to taking the exam; and

15.3.5 | you must access the Learning People online training within the two – 2 – week period prior to taking the exam; and

15.3.6 | if you have not accessed any training module for at least two – 2 – months or more, you must complete the end of module test again, achieving a minimum score of 80% before sitting the exam; and

15.3.7 | if you fail an examination, including necessary resits, you must provide the Learning People with an original copy of the examination transcript within five – 5 – days of each failed examination.

15.4 | For the avoidance of doubt you will not be able to request a refund of the examination fees outside of the Terms set in clause 4.

15.5 | Any terms and conditions set by PMI, Axelos and/or any other vendor, in respect of their examination guidelines are also applicable. It is your responsibility to understand and adhere to those terms and conditions.

15.6 | Your 12 month PMI membership requires you to complete the member application form which we have supplied to you.

15.6.1 | The membership will take up to one – 1 – month to be activated from the date you return your application form to the Learning People.

15.6.2 | For the avoidance of doubt you will not be able to request a refund of the PMI membership fee outside of the Terms set in clause 4.

15.7 | In order to book an exam, and only where you have purchased the training with exam costs included, you must ensure that all payments to the Learning People or any Finance company are up to date. If your account is in arrears you will not be able to book your exam.

15.8 | For the PRINCE2® exams, you must pass the previous exam to be eligible for the next. We will only supply one exam voucher at a time, as outlined in 14.5.

16 | IT ACADEMY PACKAGE INCLUSIVE OF EXAMINATIONS AND RESIT FEES

16.1 | On the purchase of the IT academy package You are enrolled into a 12, 18 or 24 month subscription – depending on your requirements.

16.2 | If you have purchased an IT academy package this includes examinations, and any resit fees in your purchase price. The following Terms are applicable, and clauses 11 and 14 do not apply.

16.2.1 | You must take any examinations, including necessary resits, within the original agreed Student licence period from the initial Registration date, unless otherwise agreed at the time of Registration; and

16.2.2 | you must access and complete all study modules and test preps associated with that exam; and

16.2.3 | you must achieve a minimum score of at least 90% in all associated exam preparation modules and test prep; and

16.2.4 | you must complete the test prep for the associated exam within the two – 2 – weeks prior to taking the exam; and

16.2.5 | you must access the Learning People training within the two – 2 – week period prior to taking the exam; and

16.2.6 | If you have not accessed any training module for at least two – 2 – months or more, you must complete the end of module test again, achieving a minimum score of 90% before sitting the exam; and

16.2.7 | if you fail an examination, including necessary resits, you must provide the Learning People with an original copy of the examination transcript within five – 5 – days of each failed examination.

16.3 | For the avoidance of doubt you will not be able to request a refund of the examination fees outside of the Terms set in clause 4.

16.4 | Any terms and conditions set by Cisco, CompTIA, Microsoft and/or any other vendor, in respect of their examination

guidelines are also applicable. It is your responsibility to understand and adhere to those terms and conditions.

16.5 | In order to book an exam, and only where you have purchased the training with exam costs included, you must ensure that all payments to the Learning People or any Finance agreements are up to date. If your account is in arrears you will not be able to book your exam. Reservation prior to three – 3 – business days before your lab start date.

17 | CREDIT OPTION

17.1 | The Learning People work in partnership with Finance companies to provide you with the option to pay for your Course Fees by fixed and equal monthly instalments under an Interest Free or Interest paid Credit Agreement.

17.2 | If you wish to apply for this option then we shall introduce you to our Finance provider. If they agree to extend credit to you then they will pay Course Fees directly to us on your behalf.

17.3 | The Terms and Conditions of this contract that concern the provision of the Course Materials and Service are separate from those contained in the Credit Agreement and will be provided to you to consider in a precontractual form.

17.4 | Payment by this option will not affect the Terms that form this contract.

18 | SPONSORED CREDIT OPTION

18.1 | If you wish to apply for the credit option described above, but our Finance providers are unwilling to extend credit to you, then we may, in our absolute discretion, agree to sponsor your application.

18.1.1 | If we agree to do this – and only on condition of this – then our Finance provider/s will extend the Interest Free credit or Interest Paid credit to you and we shall take an interest in it in the form of a Guarantee and Indemnity that we shall give to them.

18.1.2 | You will still have the right to change your mind as described at clause 18.4.

18.2 | Our Guarantee and Indemnity is given to them as a provision against Payment Default under the Credit Agreement. This means that in the event that you fail to make the payments due then we will, in our absolute discretion, settle in full the Credit Agreement and you shall then not owe the finance provider any more money. If we do not, for any reason, make good on our obligation under the Guarantee and Indemnity then you shall remain indebted to our finance provider and they may seek to Terminate their agreement with you and seek to Enforce payment from you in accordance with the Terms and Conditions contained therein it.

18.3 | In the event that we are required to settle the agreement we may end this contract and your Enrolment and you will then need to make alternative payment arrangements directly with us if you wish to have continued access to the Course Materials and Service.

18.4 | Payment by this option will not affect the Terms that form this contract.

20 | Career Services CV Review

20.1 | We do not warrant or guarantee that the CV Review will result in or improve the likelihood of securing new employment or other benefit.

20.2 | CV Review is only available to students currently enrolled on a 12 or 24 month enrolment or Continuous Learning subscription. CV detox will not be available to students who are in any form of payment arrears or who are yet to make a payment.

20.3 | CV Review is limited to one CV re-write and one Cover Letter per student except where agreed by the Career Consultant.

20.4 | We reserve the right to withdraw the CV Review service at any time and to decline to offer the service at our discretion.

20.5 | The service is only available in English.

21 | NO WARRANTY OR GUARANTEE AS TO CAREER ADVANCEMENT AND REMUNERATION

21.1 | We do not warrant or guarantee that your Enrolment in, or completion of, any Course will result in, or improve the likelihood of, you securing any kind of employment or other benefit.

21.2 | If you are already employed or engaged as an employee or consultant, we do not, warrant or guarantee that your Enrolment, or completion of any Course will result in, or improve the likelihood of, you receiving an increase of remuneration or any other benefit.

21.3 | You are solely responsible for ensuring that the purchase of, and your Enrolment in, any Course is appropriate to your specific needs and objectives.

22 | LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

22.1 | Nothing in these Terms shall limit or exclude the Learning People's liability for:

22.1.1 | death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

22.1.2 | fraud or fraudulent misrepresentation; or

22.1.3 | breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 – title and quiet possession.

22.2 | Subject to clause 22.1:

22.2.1 | The Learning People shall under no circumstances whatever be liable to you, whether in contract, tort – including

negligence, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Terms; and

22.2.2 | The Learning People's total liability to you in respect of all other losses arising under or in connection with the Terms, whether in contract, tort - including negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Course Fees paid by you.

22.3 | The terms implied by the Australian Competition and Consumer Act 2010 are, to the fullest extent permitted by law, excluded from the Contract.

22.4 | This clause 23 shall survive termination of the Contract.

23 | EVENTS OUTSIDE OUR CONTROL

23.1 | For the purposes of the Terms, Force Majeure Event means an event beyond the reasonable control of the Learning People including but not limited to strikes, lock outs or other industrial disputes - whether involving the workforce of the Supplier or any other party, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

23.2 | The Learning People shall not be liable to the you as a result of any delay or failure to perform its obligations under the Terms as a result of a Force Majeure Event.

23.3 | If the Force Majeure Event prevents the Learning People from providing any Service, the Learning People shall, without limiting its other rights or remedies, have the right to terminate these Terms immediately by giving written notice to you.

24 | CONFIDENTIALITY

A party - "receiving party" - shall keep in strict confidence all technical or commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party - "disclosing party", its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the terms, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Terms. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 26 shall survive termination of the Terms.

25 | NOTICES

25.1 | Any notice or other communication under or in connection with the Terms shall be in writing, sent to us at the address indicated in clause 4.4 or such other address as may be provided, and shall be delivered personally, sent by prepaid first class post or other next working day delivery service, commercial courier or email.

25.2 | A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 29.1; if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

25.3 | The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

26 | WAIVER

A waiver of any right under the Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27 | SEVERABILITY

If any provision or part provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

28 | THIRD PARTY RIGHTS

A person who is not a party to the Terms shall not have any rights to enforce its terms

29 | VARIATION

Except as set out in these Terms, no variation, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Learning People.

30 | GOVERNING LAW AND JURISDICTION

30.1 | These Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation – including non contractual disputes or claims, shall be governed by, and construed in accordance with the law of Australia and New Zealand.

30.2 | Each party irrevocably agrees that the courts of Australia and New Zealand shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation – including non contractual disputes or claims.

31 | Exam Vendors

31.1 | You agree for exam vendors to share exam information with us and that we may offer limited information on our students to companies looking to recruit our graduates.

32 | Relevant for students studying CompTIA certifications only

32.1 | I hereby authorise CompTIA to disclose my name, career ID or certification number, and status as having achieved or not achieved any CompTIA certification, and if I have achieved any CompTIA certification, the related CompTIA certification examinations(s) passed and the date upon which such achievement was made, and any other information verifying my CompTIA certification, to any person or entity that satisfies all of the following requirements: (I) the person or entity makes a written request to CompTIA for my CompTIA certification status and such request includes my name and my career ID or certification number; (II) or to a third party that paid my examination fee.

We work with a number of recruitment businesses to help our students into employment after or during their course. By ticking the acknowledgement box below, you are agreeing to us sharing your contact details with them.

I acknowledge that I have read, and do hereby accept the terms and conditions:

RSmith