

TERMS, CONDITIONS AND DELIVERY POLICY

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In these terms and conditions, "we" "us" and "our" refers to Multisec Training. Your access to and use of all information on this website, including the purchase of our service/s is provided subject to the following terms and conditions.

We reserve the right to amend this Notice at any time, and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We, therefore, recommend that each time you access our website, you read these terms and conditions.

DELIVERY

Multisec Training undertakes that as soon as your payment is received, we will immediately contact you by email and issue a confirmation of payment confirmation.

As soon as Multisec Training receives your payment and receipts it, you should assume that you have been enrolled in the class you applied for. As such, you are entitled to receive any learning materials that you paid for. If, for whatever reason, your application has not been approved or received correctly, you will be contacted immediately, and alternative arrangements made

STUDENTS

To access the services provided by Mutlisec Training, you must become a student of Mutlisec Training. To become a student, you must enrol in a course offered by Multisec Training. The enrolment can either be by way of online enrolment via the Mutlisec Training website or by attending the training office of Mutlisec Training and enrol in person. You are not permitted to enrol in person through a third person, such as having another person attend the Multisec Training rooms and enrol on your behalf. At the point of enrolment, or before training commencing, you must provide Multisec Training with identification that provides proof of your identity.

Enrolment must be completed on a Mutlisec Training enrolment form which is obtainable either on the Mutlisec Training website or personally at the Mutlisec Training rooms. The enrolment form will contain certain information that you must provide on the enrolment form.

NB: Please refer to our Privacy Policy by following the link on our website, or by accessing it at the Mutlisec Training rooms for information relating to our collection, storage and use of the details you provide on registration.

You will not be able to enrol in any courses provided by Mutlisec Training if you are under the age of 18 years.

You agree to ensure that the information provided on your enrolment form is true and accurate. You also agree to inform Mutlisec Training if any of your details change.

We reserve the right to terminate your enrolment at any time if you breach these terms and conditions.

STUDENT REQUIREMENTS

Payments for services can be made through the Mutlisec Training shopping cart, or via direct credit into the Mutlisec Training Bank Account, or personally at the Mutlisec Training rooms.

All payments are made through the secure e-Way gateway.

Payment of fees shall be in such amounts agreed and as authorised by you through the sign-up and registration process.

You will at no time be required to pay more than \$1500 at any one time. Should a course fee exceed \$1500, you will not be required to pay more than \$1500 at the time of enrolment and then any subsequent fees at course end and before the issue of a qualification.

Note: You will not be issued a qualification if you have not paid your course fees in full

Your account and access to the services provided by Mutlisc Training may be suspended in the event of non-payment of applicable fees. You represent and warrant to Mutlisc Training that such payment information is accurate and that you are authorised to use the payment instrument.

To cancel your membership, you must inform Mutlisc Training in writing. Mutlisc Training will acknowledge your request in writing at the time of cancellation, and all services provided by Mutlisc Training will be suspended. If you cancel membership to Mutlisc Training before commencing training, you will be required to pay an administration fee of \$150.

Mutlisc Training may change its fees from time to time with no advance notice required.

Promotions, upgrades, and adjustments to existing plans are non-refundable.

FEES, REFUNDS AND CANCELLATIONS

Course Fees, Payments and Refunds

The full course fee is required to be paid at the time of enrolment.

NOTE: If the full course fee exceeds the amount of \$1500, no more than \$1500 will be collected at the time of enrolment.

By applying to enrol with Mutlisc Training, you agree to the following.

- a. If you withdraw or cancel your enrolment seven days or more before the commencement of the course, you will be entitled to a full refund, minus a \$150 administration fee. You may request to transfer your enrolment to another course; however, the \$150 administration fee will be retained.
- b. If you withdraw with less than five days notice, you will not be entitled to a refund, and your course fee will be forfeited. However;
 - I. If you withdraw from a course or program, before course commencement, due to illness or extreme hardship as determined by Multisc Training, and the illness is supported by the production of a valid medical certificate, or
 - II. if Multisc Training fails to provide the agreed services

You may be entitled to a refund.
- c. If Multisc Training cancels your course, you will be offered the option of either a full refund or a position on another course.
- d. Refunds may be made in the following circumstances:
 - i) Multisc Training cancels a training course.
 - ii) You advise Multisc Training 5 or more days before course commencement that you are withdrawing from the course.

NOTE: An administration fee of \$150.00 will be deducted from your course fee before refund.

- e. If you do not meet in course assessment requirements, you will not be allowed to continue, and you will not be entitled to a refund.

NOTE: Not meeting in course assessment requirements or failure to complete the course, includes any of the following:

- I. You do not meet any in course assessment requirement imposed by the NSW Security Licensing Enforcement Directorate (SLED). This means that if you are deemed 'not yet competent for any of the assessments associated to a cluster, prescribed by the SLED, you will not be allowed to proceed to the next cluster and be asked to leave the course.

NOTE: You will not be entitled to a refund; however, you will be offered a position on another course

provided an additional course fee is paid.

- II. you are found to be not yet competent for any assessment requirements of any of the units of the course
- III. you voluntarily withdraw.
- i) All requests for refunds must be made in writing using the 'Request for Refund' form (available for download on the Multisec Training Website) and addressed to the Chief Executive Officer, Multisec Training.
- j) Certificates and Statements of Attainment. If a student requires a reissue of their Certificate or Statement of Attainment, a certificate reissue fee of \$50 will be charged.
- k) If a student is deemed not yet competent to complete training, they will be offered an opportunity to be reassessed. If a student is deemed not yet competent a second time, the opportunity for reassessment will be at the Multisec Trainer's discretion.
- l) If a student is required to be reassessed, they will be provided with further guidance from their trainer before reassessment.
- m) You will not be charged an additional fee for any 'in course' reassessments.
- n) If a student is deemed competent in some but not all the units of competency contained in any of the SLED mandated clusters, a Statement of Attainment will be issued for that cluster.
- o) Multisec Training is responsible for the issuance of AQF certification documentation.

COMPLAINTS and APPEALS

Multisec Training has a policy for dealing with complaints about any aspect of services provided or the conduct of any trainer or employee of Multisec Training, any third party or other students. If Multisec Training is requested to review or reconsider a decision it has made (e.g. an assessment decision), Multisec Training has an appeals policy.

The complaints and the appeals policies are available on Multisec Training's website. They are also available and accessible at the training rooms of Multisec Training.

The complaints and appeals policies are set out so that the process for lodging a complaint or appeal is clear and will outline the process in the event a complaint or appeal is lodged. The complaints and appeals policies will ensure that no student of Multisec Training is disadvantaged.

Multisec Training's complaints and appeal processes follow the principles of natural justice and procedural fairness by allowing anyone subject to a decision by Multisec Training, or anyone who has allegations made against them, to tell their side of the story before a decision is made.

The complaints and appeals policies ensure that the decision-maker is independent of the decision being reviewed (e.g. an assessor should not consider or decide an appeal against an assessment decision they made).

If the person making the complaint or appeal is not happy with the outcome, arrangements will be made for an independent third party to review the complaint or appeal. Any costs associated with a third-party review are set out in the complaints and the appeals policies and will be payable by the student requesting a third-party review.

All complaints and appeals will be dealt with promptly. All timeframes for all stages of any complaint or appeal, up to the point of resolution, are set out and explained to the student at the time of lodging the complaint or appeal.

NB: If a complaint or appeal (including any review process) will take more than 60 days to finalise, you will be informed in writing of the reason for the delay.

CANCELLATIONS AND NO-SHOW FEES

Subject to the above 'FEES, REFUNDS AND CANCELLATIONS' statement above, if a student cancels their enrolment 5 days before the commencement of training they may be entitled to a full course

refund.

MULTISEC TRAINING WEBSITE SERVICES

All prices are in Australian Dollars (AUD) and exclusive of GST. Multisec Training guarantees that our advertised prices are accurate and are easily accessed from our home page. Multisec Training reserves the right to amend prices at any time. If you have enrolled in a course, Multisec Training undertakes to fulfil your enrolment at the price listed at the time you enrolled.

SITE ACCESS

When you visit the Mutlisec Training webpage, we give you a limited licence to access and use any information, including any information posted on the Mutlisec Training Blog, for personal use. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trademark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.

Except as permitted under the Copyright Act 1968 (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.

The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

HYPERLINKS

This website may, from time to time, contain hyperlinks to other websites. Such links are provided for convenience only, and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website or the information and/or products they provide.

Linking to our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

INTELLECTUAL PROPERTY RIGHTS

The copyright to all content on this website, including applets, graphics, images, layouts and text, belongs to Mutlisec Training, or we have a licence to use those materials.

All trademarks, brands and logos generally identified either with the symbols TM or ®, which are used on this website, are either owned by Mutlisec Training or licenced to Mutlisec Training. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

Any comment, feedback, idea, or suggestion you may provide through the Mutlisec Training website becomes our property. If in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use.

Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or any other person who has transmitted your Comments.

If you provide us with Comments, you acknowledge that you are responsible for the content of such material, including its legality, originality and copyright.

DISCLAIMERS

While we take all due care in providing our services, we do not provide any warranty, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.

We take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware; however, we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

STATUTORY GUARANTEES AND WARRANTIES TO CONSUMERS

Schedule 2 of the Competition and Consumer Act 2010 ("C&C Act") defines a consumer. Under the C&C Act, we are a supplier of services to you, and as a consumer, the C&C Act gives you statutory guarantees.

If you are a consumer within the meaning of Schedule 2 of the C&C Act of our services, Multisec Training gives you a warranty that at the time of supply of those services, if they are defective, Mutlisec Training will attempt to rectify any services or part of them that are defective; or wholly or partly recompense you if they are defective. The degree of that recompense will be at the sole discretion of Mutlisec Training's CEO and only after you have made a written application for such recompense.

We do not accept liability for anything contained in the post of a user or in any form of communication that originates with a user and not with Us.

INDEMNITY

By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses, including legal fees arising from or in connection with your use of our website.

JURISDICTION

These terms and conditions are to be governed by and construed in accordance with the laws of Australia for courses run outside the State of NSW, and of NSW for any courses or services delivered in NSW and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in NSW or other States of Australia where applicable, and you agree to submit to the jurisdiction of those Courts.

If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

PRIVACY

We undertake to take all due care with any information which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information securely.

Our compliance with privacy legislation is set out in our separate Privacy Policy, which may be accessed from our home page.