

Terms and Conditions/ Terms of Use

1. Terms and conditions (“Terms”) govern the user’s (“you” or “your”) use of our website www.chandlertraining.com.au (“the Website”) and your relationship with Chandler Capital Pty Ltd (we”, “our” or “us”) (Company Registration ABN 56-132-838-898) whose registered office is Level 9, 22 William Street, Melbourne, 3000 VICTORIA.
2. Chandler Training is a registered business name and trading name of, and is owned and operated by; Chandler Capital Pty Ltd (ABN 56-132-838-898) and all transactions that are processed through this website will appear as Chandler Training on your credit card Statement. For more information about Chandler Training please refer to the terms and conditions below. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms, please do not access or use the Website. If you have any queries regarding these Terms, please contact our support centre.

A. Use of the website

3. Agreement by using the Website you agree to be bound by these Terms.
4. Amendments we reserve the right to: – Update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website will be deemed to indicate your acceptance of, and agreement to be bound by, the new Terms – Modify or withdraw, temporarily or permanently, this Website and the material contained therein (or any part) without notice to you, and you confirm that we shall not be liable to you for any modification to, or withdrawal of, the Website or its contents
5. Registration You warrant that: – The personal information which you are required to provide when you register is true, accurate, current and complete in all respects – You are not impersonating any other person or entity During the term of this agreement you will notify us immediately of any changes to your personal information by e-mailing our customer service representatives at Imelda@chandlertraining.com.au or telephoning them on 03 9656 9777 (Intl. 0011 613 9656 9777)
6. Compliance The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website: – Any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer – Any material which is defamatory, offensive or of an obscene character you may not create a link to this Website from any other website without our prior written permission.
7. Third party links as a convenience to our customers, the Website may include links to other websites or material which is beyond our control. We are not responsible for such websites or material nor do we review or endorse these websites. We will not be liable, whether directly or indirectly, for the practices in respect of privacy or otherwise and/or the content of such websites nor for any damage, loss or offense caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources and we accept no responsibility or liability for any losses or penalties whatsoever that might be incurred as a result of linking to any location on any linked websites or pages.

B. General

8. Intellectual property the content of the Website is protected by copyright, trademarks, database and other intellectual property rights whether registered or unregistered. You acknowledge that the ownership of the material and content displayed on the whole or on part of the Website and the intellectual property rights in such

material and content shall remain with us or our licensors absolutely. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print one copy of such content for your own, internal business purposes, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify copy or distribute or use for external commercial purposes any of the materials or content on the Website.

9. Limitation of liability notwithstanding any other provision in the Terms, nothing in these Terms will exclude or limit our liability for death or personal injury resulting from our negligence. The Website is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided to by you. You must bear the risk associated with the use of the Internet. Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as reasonably possible. We will have no liability for: – Incompatibility of the Website with any of your equipment, software or telecommunications links – Technical problems including errors on, or interruptions to usage of the Website – Unsuitability or unreliability of the Website – Inadequacy of the Website to meet your requirements – To the full extent allowed by applicable law, any loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data, pure economic loss or any consequential losses, indirect, incidental damages, special or punitive damages whatsoever that arise out of or are related to the Website – Viruses or other computer bugs or malfunctions acquired by you from the use of the Internet or the Website
10. Severance If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to have been deleted from these Terms and shall not affect the validity and/or enforceability of any remaining provisions of the Terms.
11. Waiver No waiver by us in respect of any breach of any provision of these Terms shall be construed as a waiver of any preceding or succeeding breach of any provision of these Terms.
12. Third party rights all third party rights are excluded and no third party shall have any right to enforce these Terms. This shall not apply to members of our group who shall, from time to time and subject to our consent, have the right to enforce these Terms as if they were us. Any rights of a third party to enforce these Terms may be varied and/or extinguished by agreement between the parties to these Terms without the consent of any such third party.
13. Law and jurisdiction The Website is controlled and operated in the country of Australia. The Terms will be governed by the Laws of Queensland and Australia and you irrevocably agree to submit to the exclusive jurisdiction of the Queensland Courts. Calls may be recorded or monitored for training/customer services purposes and/or the prevention or detection of crime. Details are correct at time of creation. Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service.
14. Refund Policy Please choose carefully as we are not required to provide a refund if you change your mind about the services you asked for or choose the wrong service/product.

C. Price and Payment:

15. We endeavour to keep our website and prices updated and accurate but it is possible that the price may have increased from that published. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.
16. Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian Dollars will be borne by you.
17. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.

D. Content and Intellectual property rights

18. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
19. We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
20. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
21. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
22. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

E. Those purchasing and enrolling in online training

23. Undertake the training in a responsible manner ensuring that you read and understand the course material, including material the client is directed to through links and other websites or attached articles;
24. Must not seek or accept assistance with assessments except for support offered by the accredited and recognised on-line support offered by Chandler Training and approved mentors assisting students approved to receive language literacy and numeracy support;
25. The student warrants that the information which it provides to Chandler Training whether directly or indirectly, or through the website, or which is otherwise displayed on this website is provided in good faith and is true and correct to the best of its knowledge, information and belief. That is, that the student is declaring that all information it provides is true and correct. The client also declares that all assessment work is their own.
26. Chandler 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 warranting that you are the person completing the course.
27. Delivery Policy; after ordering, you will receive an email confirmation from Chandler Training containing your order details (if you have provided your email address). We will normally confirm receipt of your order within 1 working day. Any issues with logging in can be directed to us via phone on 03 9656 9777
28. Sharing of user names and passwords is strictly prohibited. Chandler Training reserves the right to immediately terminate access to online training if it reasonably believes that more than one user is accessing the online training using the same login details.
29. Certificates will be only issued once training has been completed to the appropriate standard. This will be identified prior to the start of the course.

30. Receipts for training will be issued within two working days from receipt of payment.
31. Auditable training plans will be issued within two working days after completed client form has been provided to Chandler Training.
32. Training is to be completed within outlined timeframe

F. Migration agents

33. Please refer to the referral partnership agreement. Copies can be provided on request.
34. E. Other business services provided.
35. Chandler Training is not a migration agent and cannot provide and advice on other elements of visa applications.
36. Chandler Training does not claim ownership of the materials you provide to Chandler Training (including feedback and suggestions) or post, upload, input or submit to any Chandler Training Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Chandler Training, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission
37. Business plans, market research and any other business services are correct at time of publication. Chandler Services is not liable for change in market conditions, environmental changes or economic changes.
38. Chandler Training will carry out the work that is assigned to it from time to time by the Company in a conscientious, expeditious and workmanlike manner.
39. Chandler Training, its employees or agents may for the purpose of this agreement obtain access to certain Confidential Information belonging to the Company.
40. Chandler Training covenants and agrees that it will at all times keep confidential the Confidential Information and that it will not directly or indirectly disclose to any person at any time the Confidential Information.
41. The Confidential Information does not include information which is generally available in the public domain except where that has been a result of disclosure by Chandler Training, its employees, representatives or associates in breach of this agreement.

G. Warranty

42. 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, Chandler Training makes no warranties whatsoever. Chandler 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.

H. Terms and Terminations

43. This agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party (a) becomes insolvent, files a petition or bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach. In the event of termination, Chandler Training shall be compensated for the services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Chandler Training or Access All Areas Training agents as of the date of termination,

whichever is greater, and client shall pay all expenses, fees, out of pockets together with any additional costs incurred through and up to, the date of cancellation.

44. H. Use of Communication Services

45. Chandler Training Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:
46. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
47. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
48. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
49. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
50. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
51. Conduct or forward surveys, contests, pyramid schemes or chain letters.
52. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
53. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
54. Restrict or inhibit any other user from using and enjoying the Communication Services.
55. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
56. Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
57. Violate any applicable laws or regulations.
58. Chandler Training has no obligation to monitor the Communication Services. However, Chandler Training reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Business Plans reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
59. Chandler Training reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Chandler Training's sole discretion.
60. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Business Plans does not control or endorse the content, messages or information found in any Communication Service and, therefore, Chandler Training specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Business Plans spokespersons, and their views do not necessarily reflect those of Business Plans.
61. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.