



Terms & Conditions:

In these Terms, “we” and “us” mean Training Ready Arena (TRA) and “you” means you the customer/potential applicant or a site visitor.

1. Your Acceptance/Consent:

You agree to be bound by these Terms and Conditions by:

1. using, browsing or accessing any part of the website;
2. registering as a student/applicant through the website; or
3. using the services and functionality made available through the Website

TRA may from time to time review and update these Terms and Conditions to take account of new laws, regulations, products or technology. Your use of the website will be governed by the most recent Terms and Conditions posted on the website. By continuing to use the Website, you agree to be bound by the most recent Terms and Conditions. It is your responsibility to check the website regularly for updated versions of the Terms and Conditions.

The website is subject to change at any time without prior notice and may contain errors.

2. Availability:

1. You should note that some countries have import restrictions on certain services. If you are outside Australia, you will be responsible for checking whether such restrictions apply before using the services and functionality made available through this website.
2. TRA reserves the right to change the services and functionality made available through the Website from time to time as required. We reserve the right to change information immediately without notice. We also reserve the right to refuse to provide services and functionality made available through the Website based on information on our Website that is outdated, otherwise incorrect or for any other reason.
3. TRA has the right, but not the obligation, to monitor any information, course content, content, text, or other material (Content) made available on the Website. TRA reserves the right, in its absolute discretion, to block, modify or remove any Content contained on the Website without notice, and will not be liable in any way for possible consequences of such actions.
4. While care has been taken in preparing the contents on this website, TRA and its employees, related parties, directors, owner, officers, agents, volunteers, contractors and subcontractors will not accept any liability, including for any loss or damage, resulting from the reliance on the contents, or for their accuracy, currency and completeness.
5. If you have a complaint regarding any contents, TRA’s sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular content/s.
6. The website may contain links to other websites, including those of service providers or advertising partners. TRA provides those links as a ready reference for searching for third party goods and services on the internet and not as an endorsement of those web sites, their operators or the goods, services or content that they describe.



7. Other web sites which may be linked to the Website (including Facebook, Twitter, Google), are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these linked sites, you do so at your own risk. TRA is not responsible for and will not be liable in respect of the content or operation of those web sites or any of the goods, services or content that they describe. TRA is not responsible for and will not be liable in respect of any incorrect link to an external web site.
8. TRA does not warrant that you will have continuous access to the Website. TRA will not be liable in the event that the website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
9. TRA does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and TRA does not guarantee the security or confidentiality of these communications or the security of the Website.
10. TRA does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.
11. Details contained on the website relating to goods and services have been prepared in accordance with Australian law and may not satisfy the laws of another country. TRA does not warrant that:
 - a) the goods or services available on this website; or
 - b) the website and its contents,
 - c) comply with the laws of any other country. It is your responsibility to determine whether the goods or services comply with the laws of your jurisdiction.

3. Privacy:

Any personal information submitted by you to TRA is subject to and will be handled in accordance with TRA's privacy policy (Privacy Policy). The Privacy Policy forms part of these Terms and Conditions and is set out at www.tra1.net. You agree that, by using the website or communicating with TRA, you have read the Privacy Policy, understood its contents and consented to it.

4. Intellectual Property:

1. All intellectual property rights, including copyright and patents, in the website, TRA's goods and services, and all components of them are owned or licensed by TRA or any of its related entities. You must not copy, modify or transmit any part of the website.
2. The website may contain trademarks, logos, service names and trade names of TRA or third parties which may be registered or otherwise protected by law. You are not permitted to use any trademarks, logos, service names, trade names or to copy contents appearing on the website.

5. Unlawful use is prohibited:

1. In using this website you must not:



- a. post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
 - b. post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.
2. Unauthorized use of the website may give rise to a claim for damages and/or may result in legal proceedings being taken against you.

6. Termination of Access to the website:

TRA may at any time immediately terminate your access (including restricting access) to the website or any feature of the website for any reason (including due to breach or alleged breach of these Terms and Conditions) in its sole discretion and without prior notice.

7. Disclaimer:

Please also refer to TRA-Disclaimer (latest version) available on this site

1. To the full extent permitted by law, TRA excludes all warranties, whether express or implied, including any warranties or representations concerning availability of the website, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the website, the contents, the conduct of any users, all links to or from the website and the goods and services advertised or accessible on the website.
2. Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), TRA excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms & Conditions, the website, the content, all links to or from the website.
3. Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), TRA excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with the goods and services advertised, accessible or sold on the Website.
4. Notwithstanding anything in this clause 7, in the event that TRA is liable for a breach of these Terms and Conditions, the maximum extent of Training Ready Arena (TRA)'s liability is limited at its sole and absolute discretion to either supplying the services again or the payment of the cost of having the services supplied again.

8. Indemnity:

You agree to fully indemnify TRA, its directors, owner, officers, employees, consultants, agents and affiliates in respect of all loss, damage, costs, expenses (*including legal fees on a full indemnity basis*), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (*including negligence*) or under statute, in connection with any of the following:

- i. any breach of these Terms and Conditions by you;
- ii. your access or use of the Website; or
- iii. your communications with Now Learning.



9. Jurisdiction and law:

These Terms and Conditions are governed by and must be construed in accordance with the State and Federal laws of Australia. You submit to the exclusive jurisdiction of the courts of the State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions, their performance and subject matter.

10. Waiver:

If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.

11. Severability:

Each provision of these Terms and Conditions is severable from the others and no severance of a provision will affect any other provision.

12. Entire Agreement:

These Terms and Conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and TRA. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by the owner of TRA.

13. Enrolments:

1. Enrolments and registrations can only be confirmed on payment of the course fee and issuance of a (*system generated*) receipt/invoice.
2. Fee must be paid at the time of registration/enrolment.
3. Payment can be made via electronic funds transfer, credit card or bank draft or other pre-approved payment method.
4. If an invoice is issued by TRA (*only to an organization and inside Australia only*) with a due date; it must be paid no later than 14 calendar days from the date of the invoice.
5. In the event that any payment is dishonored for any reason, the Student/Employer (*organization*) shall be liable for any dishonor fees incurred by TRA.
6. If there is a default of any invoice when due, the Student/Employer shall indemnify TRA from and against all costs and disbursements incurred by TRA in pursuing the debt including legal costs on a solicitor and TRA's collection agency costs.
7. Courses are GST exempt unless otherwise noted.
8. After registration, a student will have only **28** calendar days to commence the course. After that, the student will be required to re-enroll/re-register and pay the full course fee again.
9. Cancellations made following the commencement of a course will incur the full course fee.
10. All refunds requests will be processed as per TRA's Refund Policy, which is available on TRA's website www.tra1.net



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11. TRA shall not be liable for changes in personal or business circumstances that prevent the student from attending/completing the course.
12. In the event of any breach of this contract or non-delivery of a course by TRA the remedies of the Student/Employer shall be limited to damages which under no circumstances shall exceed the Fee of the Course.
13. Notifications of cancellations, refunds and requests for transfers and deferment must be made in writing to admin@tra1.net
14. Requests for transfers to alternate courses can be arranged if TRA is advised in writing by sending an email to admin@tra1.net. These requests must be made prior to the course commencement and is subject to availability of a course and it will be sole discretion of TRA management to grant such approval. One transfer will be accepted without charge. All subsequent transfers will attract an administration charge of AU\$35.00 (*inclusive of GST*).
15. TRA reserves the right to cancel, postpone or re-schedule courses due to unforeseen circumstances. Where a fee refund is due to a student such a refund will be provided as per Refunds Policy.
16. These are Non-Accredited courses and they are not intended to replace any accredited courses in Australia or elsewhere. They are short courses for Professional Development; for introduction to a new comer to a specific professional field or for a brief revision of a specific professional skill (*as part of a professional development activity*).
17. The information provided by TRA is correct at the time of publication but may be subject to change. TRA reserves the right to change course fees, dates, contents or locations (including online) at its discretion.
18. TRA reserves the right to record, observe and or monitor the learning sessions for quality assurance purposes and to support the students.
19. TRA reserves the right to amend these Terms and Conditions at any time without a prior notice to ensure compliance with applicable Australian State and Federal laws.

14. Contacting us

If you have any questions about the Website, these Terms & Conditions or Privacy Policy, please contact us at www.tra1.net

Or at;

Training Ready Arena

Level 9, 440 Collins Street,
Melbourne, VIC 3000, Australia

Email: admin@tra1.net

Phone: +61 3 8686 9110