

## **Training Payment Terms and Conditions**

Following is a summary of the terms and conditions that apply to all purchases made from Australian Pacific Training Solutions Pty Ltd.

### **1. Payment Terms**

The customer shall make payment in full without any deduction or withholding whatsoever on any account within that period show on the face of the invoice or at some later date following invoicing which must be clearly evidenced in writing as having been agreed between Australian Pacific Training Solutions Pty Ltd and the customer.

### **2. Cancellations and Variations**

APTS will provide a refund for training booked less a \$100 administration fee for group bookings and a \$20 administration fee for individual bookings for cancellations at least 4 weeks prior to training delivery. Cancellations within 4 weeks of training delivery will be 50% of course fees.

All clients will be offered the opportunity to rebook their training free of charge with at least 2 weeks notice or for a rebooking within 2 weeks of the training date a 10% rebooking fee may apply.

If Australian Pacific Training Solutions Pty Ltd cancels a program a full refund will be provided to the client / participant.

If payment has been made and the participant or participants fail to attend a course on the set day there is no refund of course fees.

In the event that illness or other unforeseen circumstance should prevent an individual participant from completing a course for which full payment has been made to Australian Pacific Training Solutions Pty Ltd, the participant will be offered a place in another course free of charge in order to complete the qualification, otherwise a partial refund (up to 50%) may be given (a doctor's certificate may be requested).

### **3. Prices, Payment & Credit Card Information**

For each order, you must pay:

- the applicable price for the relevant goods/services confirmed by Australian Pacific Training Solutions Pty Ltd; and
- the delivery and handling fee specified on the web site at that time if required; and
- any applicable taxes such as Goods and Services Tax in Australia.

Your order and credit card details are safe and secure. All personal and credit card information provided to Australian Pacific Training Solutions Pty Ltd is encoded using Secure Sockets Layer (SSL) technology, an encryption protocol that protects data as it travels over the Internet. We only accept payments using the methods stated in the orders & payment section of this website.

Your credit card information will be processed by the payment provider that you select during the check-out process. All payment providers used by Australian Pacific Training Solutions Pty Ltd are PCI DSS Compliant. Australian Pacific Training Solutions Pty Ltd is also PCI DSS Compliant. Australian Pacific Training Solutions Pty Ltd will not store your credit card data in our website or web servers.

Payment must be cleared before the goods are dispatched or services rendered unless you have approved credit facilities with Australian Pacific Training Solutions Pty Ltd.

#### **4. Your Account**

You agree to take responsibility for the safekeeping of your user name and password. You are liable if your user name or password is used by an unauthorised person. You agree to release and indemnify Australian Pacific Training Solutions Pty Ltd in connection with any use (whether authorised or unauthorised) of your user name or password. Australian Pacific Training Solutions Pty Ltd may suspend or cancel your account at any time without prior notice.

#### **5. Privacy**

Australian Pacific Training Solutions Pty Ltd will comply with privacy policy as stipulated in the student written agreement and in conjunction with our Australian Pacific Training Solutions Pty Ltd Allens Training Pty Ltd (RTO No. 90909)

#### **6. Liability**

Any liability of Australian Pacific Training Solutions Pty Ltd in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Australian Pacific Training Solutions Pty Ltd be limited to: 1. in relation to goods, the replacement of the goods or the supply of equivalent goods; and 2. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

#### **7. Changes To Terms**

Each order is governed by the terms and conditions current when the order is placed. Australian Pacific Training Solutions Pty Ltd may add to, delete or otherwise change these terms and conditions without notice. It is your responsibility to read and understand these terms and conditions each time you place an order.

#### **8. Applicable Law**

All purchases, and these terms and conditions, are subject to the laws of Victoria, Australia

#### **9. Credit Card Data and PCI DSS Compliance**

Australian Pacific Training Solutions Pty Ltd hosting environment and ecommerce software packages are Payment Card Industry Data Security Standard (PCI DSS) compliant, you can find out more from their website at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

Our website and hosting service provider undergoes an annual PCI compliance review using a Qualified Security Audit company which is BEA Systems.

PCI DSS requires that you do not store credit card data unencrypted on your website. This includes where credit card information might be added to notes on orders or customer records. Australian Pacific Training Solutions Pty Ltd will scan for credit card data on a regular basis and hash out (destroy) the card number that is stored. Australian Pacific Training Solutions Pty Ltd reserves the right, without recourse, to take offline any online store that is found to be storing credit card data until the situation has been rectified.