



TERMS and CONDITIONS of USE of OUR CD and/or PRODUCTS and/or SERVICES

This website is owned and operated by Skynet Corporation Pty Ltd (ABN 15 255 418 526)

By accessing, browsing and / or using the Skynet Corporation Pty Ltd website or any of our products or services you agree to the following terms. If you do not agree to these terms of use please do not use this website or our products or services.

*****NOTE:** Please refer to **Disclaimer section only** if your order is related to enrolment in one of our **seminars** or **workshops** or is for a **consultation*****

Intellectual Property and Licence Number:

Every purchaser of this product receives a unique licence number specifically for their Registered Training Organisation (RTO). This file and reference files are coded with your specific licence number. The licence number will be requested when you contact our office.

Use of our materials may be tracked via your IP address which must correspond to the licence permission. Unauthorised use may result in access being denied.

All content contained in the VQF Quality Management System - Standards for Continuing Registration CD plus if selected - the Audit Toolbox, or AQTF CD or National Code CD or VRQA Guidelines CD or products purchased separately ("CD") is the property of Skynet Education and Skynet Corporation Pty Ltd ("Skynet"). Reproduction or retransmission of this material, in whole or in part, in any manner without the prior written consent of Skynet, will constitute a breach of your licence.

Copyright:

The CD and content is solely for the use of the purchasing RTO and may not be distributed to any third party save as required by law.

You may be requested to supply material/documents to the VET Regulator (National or State). This licence allows you to supply materials from the CD to the VET Regulator only in a safe non – editable format (PDF or similar).

Licence:

The purchase of our CDs and contents is conditional upon your acceptance of the terms and conditions contained herein. The content of this CD is owned by Skynet and protected by copyright law. This CD and contents must not be sublicensed, published, rented, sold, displayed, reproduced, distributed, or re-engineered in any way, or in any way exploited for commercial use and profit apart from use within the purchaser's RTO.

You are granted a non-exclusive and non-transferable licence to use the CD and its content within the RTO that purchased CD. You are not permitted to use the same CD for multiple RTOs.





Failure to purchase separate licence(s) for each RTO shall constitute a breach of these licence conditions.

These terms and conditions continue forward in the case that you sell your RTO; the new organisation (purchaser of your RTO) must also abide by these terms and conditions. It is a condition of this licence that the licensee will submit a change of ownership notification within ten days of transfer ownership.

Disclaimer:

Skynet and its associated entities, officers, servants, authors and/or agents do not guarantee any results and/or success from the information provided in their seminars/workshops/consultations/CDs and does not guarantee that their systems, policies, processes and forms will pass audits or registration.

If there are any changes to the Respective Standards, Skynet may introduce an updated version of any of its CDs at a reasonable cost to licensed RTOs. The information is general in nature and is not intended to replace obtaining advice specific to your own circumstances and needs from a suitably qualified professional.

While all attempts have been made to ensure the information provided is accurate and current, Skynet does not accept any liability for any direct, incidental, indirect, special or consequential loss or damage howsoever caused (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to make use of information provided.

Skynet are released and indemnified in respect of any claims arising from the use of their materials. Skynet does not endorse the substantive content contained in the links to other publications that have been inserted in the material.

Initial Payment

Generally Skynet Corporation Pty Ltd requires upfront payment of fees. In line with our values on equity and access, we have many different methods for which payment may be made, offering credit card, B-pay, direct deposit and via cheque.

Fees Payment Procedure

All fees are inclusive of GST. Our fees are paid in advance; an invoice will be supplied after payment is received.

No Refunds

There are no refunds applicable to purchasing our product or service. However, in the case of Workshops: If you are registering to attend a workshop and we do not receive minimum enrolments, a full refund will be offered.





Workshop Schedules and Facilitator

Skynet Corporation Pty Ltd reserves the rights to change facilitators and dates of workshops/seminars due to unforeseen circumstances.

Delivery:

Please Note: We do not send products until funds are cleared into our account. Postage will be via registered mail and CDs are mailed every Saturday.

Miscellaneous

This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Victoria, Australia.

Purchase of our Products by TAFEs

The licence for TAFEs is for one site which includes one school, for example: your TAFE Institute may have several schools/divisions/departments: school of engineering, school of business, if this is the case then multiple licences will be required. If you wish to purchase our resources for at multiple sites/schools/divisions/departments, please contact Ray Earl with your scope of requirement for a quotation.

Consultants:

This licence is **NOT** for use by consultants.

If you are a consultant, do not purchase this CD. Contact Ray Earl on 0409 855 986 for more details about the consultants licence fee.

If you are an RTO consultant and/or maybe an RTO that also offers RTO consulting services or want to use our materials in more than one RTO then there is a separate licence agreement and fee applicable.

Warning: Do not purchase our materials if you are an **RTO consultant** or intend on using our materials in more than one RTO. If you purchase these materials in the current format then you will be in breach of our licence terms and conditions and may face litigation.

Right to modification and change

We reserve the right to amend, modify, delete, amend and make changes and corrections to any part of the website at any time without notice.

Skynet Corporation Pty Ltd does not guarantee continued availability of any particular product or service advertised or referred to on the website.





No Guarantees as to the Service

The website may contain downloadable materials and links to external websites. Skynet Corporation Pty Ltd is not responsible for, and has no control over, the content of downloadable materials or external websites.

You understand that we cannot and do not guarantee, warrant or represent that a file or software of any kind, or from any source, available for downloading through the website, will be free of infection or viruses, worms, Trojan horses or other code or defects that manifest contaminating or destructive properties.

Fraud Prevention

As well as protecting the privacy of our customers' information, we also work with State and Australian Federal Police in monitoring and investigating all fraudulent transactions placed on our shopping site. We believe that the safeguards put in place on our site to ensure your protection are not necessarily duplicated on other web sites. Every fraudulent transaction that occurs effects the reputation of all reputable shopping sites, so we warn any would be fraudster that we will go to extra lengths to track you down and put you out of business.

Last update 01/06/2013

