



**Terms and Conditions for Applicants, Students, and
Clients**

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Effective Date: [Date]

1. Introduction

These Terms and Conditions ("Terms") govern the relationship between **Certified Australia Group Pty Ltd** (referred to as "we," "us," or "our") and the applicants, students, and clients (referred to as "you" or "your") who engage with our services, including RPL applications, certification assistance, consulting, and development services. By using our services, you agree to comply with and be bound by these Terms.

2. Scope of Services

Certified Australia Group Pty Ltd offers various services including, but not limited to:

- Assisting with recognition of prior learning (RPL) applications and certifications.
- Providing consulting and development services for business growth.
- IT and web development services for business automation and operational support.

3. Application and Certification Process

- We facilitate the submission of RPL applications to our partners and/or RTOs on your behalf. While we assist in compiling and submitting the necessary documentation, the final certification decision is made by the partnering RTO or organization.
- You are responsible for providing accurate and complete information for your application. Any false or misleading information may result in application rejection or revocation of certification.

4. Consulting and Development Services

- Consulting and development services provided to clients are tailored based on their individual needs and are subject to specific agreements.
- We reserve the right to modify or terminate consulting services if mutually agreed terms are not met.

5. Fees and Payment

- All service fees are outlined in your service agreement or our price list. Fees are non-refundable unless otherwise specified in a written agreement.
- Payment for services must be made according to the schedule detailed in your specific agreement or invoice.

6. Confidentiality and Data Protection

- We handle your personal data in compliance with relevant data protection laws and our privacy policy.
- You consent to **Certified Australia Group Pty Ltd** sharing your personal and educational information with our partners and RTOs for the purpose of processing your RPL application or related services.

7. Intellectual Property

- All materials, tools, and resources provided by **Certified Australia Group Pty Ltd** are proprietary and are to be used solely for the purpose for which they are provided.
- You may not copy, distribute, or share proprietary materials without our written consent.

8. Non-Disclosure

- You agree to keep any non-public information received from **Certified Australia Group Pty Ltd** confidential and not disclose it to any third party without our prior written consent.

9. Limitation of Liability

- **Certified Australia Group Pty Ltd** will not be liable for any direct, indirect, or consequential damages resulting from the use of our services, including but not limited to any decisions made by RTOs or partners.
- Our maximum liability under any circumstance is limited to the total amount paid by you for the services.

10. Termination

- We reserve the right to terminate our services at any time if you breach these Terms or any service-specific agreements.
- You may terminate your engagement with **Certified Australia Group Pty Ltd** by providing written notice, subject to the terms of your specific service agreement.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of [State/Territory], Australia.

12. Dispute Resolution

- Any disputes arising from these Terms or related to the services provided by **Certified Australia Group Pty Ltd** will be resolved through mutual discussion. If unresolved, disputes will be referred to mediation in [State/Territory].
- If mediation fails, parties may pursue legal action in the courts of [State/Territory], Australia.

13. Amendments

Certified Australia Group Pty Ltd reserves the right to amend these Terms at any time. Any amendments will be communicated via email or posted on our website. Continued use of our services constitutes acceptance of the revised Terms.

14. Contact Information

For questions or concerns regarding these Terms, please contact us at:

Certified Australia Group Pty Ltd

Address: 3/1236 Canterbury Road, Roselands, NSW 2196

Email: info@certifiedaustralia.com.au

Phone: 1300 044 927

15. Acknowledgement

By engaging with **Certified Australia Group Pty Ltd's** services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.