

TERMS AND CONDITIONS

Enrolment Agreement

By accepting these terms the participant agrees to pay the course fees for using the payment method selected on the enrolment form.

The participant accepts that he/she is required to pay the full amount of the course fees even if he/she does not complete the course.

If the participant is under 18, the parent/guardian is responsible for the payment of the course Fees.

The duration of the course is stated in the course Description and/or advised at time of enrolment.

Course commencement is the date upon which we receive your course fees in full, or your deposit (for payment plan).

The participant has read the FAQs.

Course Enrolment

Course enrolment is complete when the participant has been issued a username and password for online course access via Soulsoftware.

Course duration is effective from the date access to materials is granted; and

Course commencement is effective from the date access to materials is granted.

Bonus offer cannot be added to an enrolment retrospectively and must be added at the time of enrolment.

Course Materials and Access

Course Materials are supplied in an online environment, unless otherwise stated in the course description, and are available for viewing online and may downloaded;

The content of the online course materials, including copyright and all other such intellectual property rights contained therein, remain the property of Achieving Success. You may not reproduce any part of the online course materials without the prior written consent of ;

Course materials and course content are subject to change;

Course materials are provided online via Soul-software. The Soul-software platform may occasionally be unavailable during maintenance. In the event that our platform becomes unavailable, course materials will be provided by another mode of delivery. Please email if the platform is unavailable so we can arrange alternative access to materials.

Payment Plan Policy

Term

1.1 The student agrees that the contract becomes binding on the date that Achieving Success accepts the student's registration on commencement date.

1.2 Unless terminated earlier in accordance with this contract, the contract will terminate after the second (and final) monthly payment.

Deposit

2.1 A deposit amount is payable to Achieving Success by the student on the commencement date as per the selected course description.

2.2 The Total Amount is reduced by the amount of the deposit.

Payments and Fees

3.1 The Student will make payment to Achieving Success of the total amount in accordance with the Payment Plan.

3.2 To facilitate payments, Achieving Success may debit the Student's nominated payment method in accordance with SoulSoftware

Payment Plan Terms and Conditions.

3.3 Transaction fees are payable as per the Soul Software Payment Plan Contract and are included in the course price.

Deferring a Payment

Achieving Success may, at its sole discretion, defer payments to another date if a request is received from the Student at least 48 hours before the due date for payment.

Altering Payment Plan

5.1 The Student may apply to Achieving Success in writing to alter the date on which the payment occurs; or

5.1.2 to include additional fees in the payment plan.

5.2 Achieving Success may, at its sole discretion, make the requested change.

5.3 Any changes made will not affect the total amount the student would otherwise have paid over the term.

Cancellation of Payments

6.2 If the student cancels the authority to debit the student's payment method, then the total amount will become immediately due and payable by the student.

Dishonoured Payments

7.1 Where the Student's payment is dishonoured, Achieving Success will attempt to effect the payment in line with Soul Software processes and will email the student to advise of next steps.

7.2 Achieving Success will not be responsible for any fees the student incurs from their bank due to dishonoured payments.

7.3 Where a payment is declined, course access will be suspended until the arrears are paid in full.

7.4 A maximum of three (3) declined payments will be permitted. After the third declined payment, the payment plan will be suspended and full payment of the outstanding balance will be required.

Reporting Agencies

Upon default by the student in regard to any obligation under this contract and failure to remedy the default after notification by Achieving Success, the student authorises Achieving Success to notify any debt collection or credit reporting agency of the default. Failure to pay any outstanding amount may result in an unpaid listing on the student's credit file.

Termination by Achieving Success

9.1 If the Student, fails to pay when due 3 or more consecutive payments, or if Achieving Success forms the view, based on past payment performance, that the student will not comply with the contract in the future, then Achieving Success may terminate the contract by notice in writing to the student.

9.2 If Achieving Success terminates the contract in accordance with clause 9.1 then the total amount will become immediately due and payable by the student.

Privacy

A student's personal information (as that term is defined in the Privacy Act 1988 (Cth)) will be used by Achieving Success to provide you with the services contemplated by this contract, newsletter and marketing emails in accordance with Achieving Success's Privacy Statement, [achieving-success/privacy-policy](https://achieving-success.com/achieving-success/privacy-policy)

Liability

Where the Payment Plan Application was signed by a guarantor because the student is under the age of 18 years, the guarantor will be jointly and severally liable with the student for the total amount.

Limitation of Liability

To the extent permitted by law, Achieving Success hereby excludes any liability to the student in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the student or any other person, or for any costs, charges or expenses incurred by the student, arising from or in connection with this contract and any act or omission of Achieving Success.

To the extent permitted by law, the student indemnifies and keeps indemnified Achieving Success for any loss and damage suffered by Achieving Success by or as a consequence of this contract.

Variation

Except as otherwise stated in this contract, this contract may only be varied by Achieving Success giving at least 14 days notice to the student of the changes including, if applicable, the new amount, new frequency and next payment date.

Entire Agreement

14.1 This contract, the Payment Plan Application and any agreement entered into between the student and Achieving Success constitute the entire agreement, understanding and arrangement (express and implied) between the Student and Achieving Success and supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Contract.

Business Day

When a direct debit payment falls on a weekend or public holiday the debit will be initiated on the next business day.

Payment Plan Availability.

Payment plans are available for select programs only.

Refunds and Course Withdrawal

Achieving Success does not provide refunds if you change your mind or choose the wrong service/product. If you wish to withdraw from your course, you are required to show that the methods have been tried with unsatisfactory results.

Should Achieving Success cancel a course for any reason, students enrolled at the time Achieving Success announces the cancellation will be entitled to download and keep all existing resources and materials.

Achieving Success Credit Voucher/Coupon Code Policy

All credit vouchers/discount coupons have the following conditions of use:

Not redeemable for cash;

Valid for one (1) use only;

Coupon codes cannot be added retroactively; coupon codes must be used at the checkout;

Coupons/vouchers cannot be used in conjunction with other coupons/credit vouchers;

Coupons/vouchers cannot be used to order printed materials; and

Coupon code can only be used in the time frame specified in the special offer.

Course Transfer Policy

Course transfer is not available.

Confidentiality and Privacy Policy

We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

to the extent specifically required by law; or

for the purposes of this agreement (including disclosing information in connection with any query or claim)

information provided by you is considered confidential and will not be divulged to any third party, nor will it be sold.

Upon enrolment into the course, we may use the content from your emails in our marketing materials and on our website testimonials page, as well as send you a monthly newsletter.

Your first name and last initial will be revealed. Please be assured that we respect your privacy and only comments related to course outcomes and student experiences will be mentioned.

Achieving Success Code of Practice

Achieving Success has responsibilities to you as a student to provide you with a quality of service that will assist you as much as possible in completing the program.

We undertake to abide by all our policies and procedures.

Achieving Success agrees to:

Provide login details to access the online course materials (or alternative access)

Provide support via private Facebook group

Student Obligations

Students with Achieving Success are required to:

Ensure that all the information provided to Achieving Success is accurate;

Notify Achieving Success of any contact changes (email, telephone, address etc.);

Advise Achieving Success of any difficulties or problems they may experience with Achieving Success staff, procedures or training;

In your interaction with administrative staff, learning consultants and tutor support (including, but not limited to telephone calls, emails and instant chats) you agree to conduct yourself civilly and respectfully at all times.

As a customer or student of Achieving Success you agree that you shall not, under any circumstances, use abusive language or harass staff.

Achieving Success reserves the right to determine, at its sole discretion, what constitutes abusive language and harassment, and where that has occurred; and may, partially or completely, deny service to any infringing party.