

The Aquila Training Centre (The Aquila Centre) Terms of Service

These Terms of Service govern your purchase and use of online training programs, courses, downloadable resources and related services provided by The Aquila Centre. By purchasing, accessing or using an online training program provided by The Aquila Centre, you agree to be bound by these Terms of Service. If you do not agree to these Terms, please do not purchase or use the training. For the purposes of these Terms, "The Aquila Centre", "we", "us" and "our" refers to The Aquila Centre. "You" and "your" refers to the person purchasing or accessing the training.

1. Our training

The Aquila Centre provides professional education and training for psychologists, mental health professionals and other professionals working in relevant fields.

Our training may include:

- recorded video presentations;
- audio or other multimedia content;
- written materials;
- downloadable workbooks and resources;
- case examples;
- demonstrations;
- exercises and activities;
- quizzes or assessments;
- supplementary resources; and
- other educational content.

The content is provided for professional education and development purposes.

2. Professional responsibility

Our training is educational in nature and is not a substitute for individual clinical supervision, consultation, professional advice, clinical judgement or appropriate professional training and accreditation requirements.

The information provided in our training should be considered in the context of your own professional qualifications, training, experience, scope of practice and applicable professional and regulatory requirements.

You remain responsible for determining whether and how any information, framework, intervention or technique presented in the training is appropriate for your particular professional practice and clients.

Participation in the training does not, by itself, confer professional accreditation, endorsement, registration or authority to practise a particular therapeutic approach.

Where training is represented as contributing toward continuing professional development or accreditation requirements, participants remain responsible for confirming the relevant requirements with the applicable professional or accreditation body.

3. Eligibility

You must provide accurate and complete information when purchasing or registering for our training.

Where a training program has specific prerequisites, eligibility requirements or professional qualifications, you are responsible for ensuring that you meet those requirements before purchasing the training.

4. Purchase and payment

Prices for our training are displayed at the time of purchase. Unless otherwise stated:

- prices are in Australian dollars (AUD);
- applicable GST is included in the advertised price where required; and
- payment must be completed before access to the training is provided.

We may use third-party payment providers to process payments. By submitting an order, you confirm that the information provided by you is accurate and that you are authorised to use the payment method provided.

5. Course access

Unless otherwise stated on the relevant course sales page, **access to the training is provided for 12 months from the date of purchase.**

Your access period begins on the date of purchase, not the date on which you first access the course.

You are responsible for completing the training and downloading any permitted resources within the applicable access period.

Once the 12-month access period expires, your access to the course may be automatically removed or disabled.

We do not guarantee that access will be extended beyond the stated access period.

Any extension of access is at the discretion of The Aquila Centre and may be subject to additional terms or fees.

6. Account and login details

Where access requires an online account, you are responsible for maintaining the confidentiality of your login details.

Your account is personal to you.

You must not:

- share your login details with another person;
- allow another person to access your course using your account;
- transfer your course enrolment to another person;
- sell, resell or otherwise distribute access to the course; or
- allow a colleague, employee, student or other person to access the training through your account.

If we reasonably believe that account details are being shared or that unauthorised access has occurred, we may suspend or terminate access.

7. Intellectual property

All content provided as part of our training is owned by, licensed to, or used with permission by The Aquila Centre or the relevant copyright owner.

This includes, without limitation:

- videos;
- presentations;
- slides;
- workbooks;
- downloadable resources;
- written materials;
- diagrams;
- exercises;
- recordings;
- templates;
- graphics;
- course structure;
- logos and branding; and
- other training materials.

Your purchase gives you a limited, personal, non-exclusive, non-transferable licence to access and use the training materials for your own professional education and development.

Unless we give you written permission, you must not:

- reproduce the training materials;
- distribute or share the materials with others;
- upload the materials to another website, platform or file-sharing service;
- sell, licence or commercially exploit the materials;
- reproduce or distribute course videos or recordings;
- share your course access with another person;
- modify and distribute the materials as your own;
- use the materials to create or deliver a competing training program; or
- publicly reproduce or display substantial portions of the training materials.

You may download and retain resources where the course expressly permits downloading, provided those resources are used in accordance with these Terms.

8. Copyright and attribution

You must retain any copyright notices, acknowledgements or attribution statements contained in our training materials.

Nothing in these Terms transfers ownership of intellectual property from The Aquila Centre to you.

9. Clinical examples and confidentiality

Our training may include clinical or case examples for educational purposes.

These examples are intended to be appropriately de-identified. You must not attempt to identify individuals referred to in any case example.

If you participate in discussions, submit questions or provide feedback relating to your own professional practice, you must ensure that you do not disclose identifying information about clients, patients or other individuals.

You remain responsible for complying with your own professional, ethical and legal obligations regarding confidentiality and privacy.

10. Course content and changes

We aim to ensure that our training content is accurate, current and useful.

However, professional practice, research, legislation, guidelines and accreditation requirements may change over time.

Where required, we may update, modify, replace or remove course content from time to time where reasonably necessary.

Where appropriate, we may provide updated resources or materials during the period of your course access.

We do not guarantee that all training content will remain unchanged throughout your access period.

11. Availability and technical issues

We aim to make our training available and accessible throughout your access period.

However, access may occasionally be interrupted due to:

- scheduled maintenance;
- technical difficulties;
- internet or telecommunications problems;
- third-party platform outages;
- security incidents;
- circumstances outside our reasonable control; or
- other unforeseen events.

We will take reasonable steps to restore access where an interruption occurs.

We are not responsible for problems caused by your own device, internet connection, browser, software or other technology.

12. Refunds and cancellations

Our refund and cancellation terms are set out on the relevant course sales or checkout page and form part of these Terms.

All purchases of The Aquila Centre's online training are final. We do not offer refunds or credits for change of mind, failure to complete the training, failure to use the training within the applicable access period, or where you have decided that the training is not suitable for your individual needs.

Please carefully review the course information, inclusions, prerequisites and access period before purchasing.

Nothing in this Refund Policy excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law or other applicable law. Where you are legally entitled to a refund, replacement, resupply or other remedy, The Aquila Centre will provide the applicable remedy in accordance with the law.

13. Australian Consumer Law

Nothing in these Terms is intended to exclude, restrict or modify any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable legislation.

To the extent permitted by law, our liability is limited to the remedies available under applicable law.

14. Limitation of liability

To the maximum extent permitted by law, The Aquila Centre is not liable for any loss, damage or expense arising from your use of or reliance on information contained in the training, except to the extent that such liability cannot lawfully be excluded.

The training is provided for educational purposes, and you remain responsible for applying your own professional judgement and complying with applicable professional, ethical and legal obligations.

Nothing in these Terms limits liability that cannot legally be limited or excluded.

15. Third-party platforms

Our training may be delivered using third-party platforms and services, including Thinkific and third-party payment providers.

Your use of those services may also be subject to the relevant provider's terms and policies.

We are not responsible for services, websites or platforms operated by third parties, except to the extent required by law.

16. Prohibited conduct

You must not use our training or online platform to:

- engage in unlawful activity;
- infringe our intellectual property rights or those of another person;
- share or distribute training materials without permission;
- provide unauthorised access to another person;
- interfere with the security or operation of the training platform;
- attempt to obtain unauthorised access to another person's account;
- use the training materials to create competing commercial products or training without permission; or
- otherwise use the training in a way that breaches these Terms or applicable law.

17. Suspension or termination of access

We may suspend or terminate your access to the training if you:

- materially breach these Terms;
- share your account or course access;
- distribute or reproduce training materials without permission;
- engage in fraudulent or unlawful conduct; or
- otherwise misuse the training or platform.

Where appropriate, we may provide you with notice and an opportunity to remedy a breach before terminating access.

Termination of access does not affect rights or obligations that accrued before termination.

18. Privacy

Your personal information is handled in accordance with our Privacy Policy.

Our Privacy Policy explains how we collect, use, hold and disclose personal information in connection with our training and services.

You can access our privacy policy here: **INSERT LINK**

19. Feedback and testimonials

We may invite you to provide feedback about our training.

If you provide feedback, you agree that we may use that feedback to improve our training and services.

We will not publish your name, photograph, professional details or identifiable testimonial for promotional purposes without your permission.

20. Certificates and completion

Where a training program offers a certificate of completion, the applicable requirements for receiving that certificate will be specified within the training or on the relevant course page.

Completion of a course does not necessarily mean that you have satisfied the continuing professional development, accreditation or registration requirements of any professional body.

You are responsible for determining whether the training is eligible for any particular professional development or accreditation requirement.

21. Changes to these Terms

We may update these Terms from time to time to reflect changes to our business, training programs, technology or legal requirements.

The updated Terms will be published on our website or online training platform and will include the date on which they were last updated.

Changes will not affect rights that cannot lawfully be retrospectively changed.

22. Governing law

These Terms are governed by the laws of Western Australia and the applicable laws of the Commonwealth of Australia.

You agree to submit to the jurisdiction of the courts of Western Australia and the applicable Commonwealth courts.

23. Contact us

If you have any questions about these Terms or our training, please contact:

The Aquila Centre

Email: admin@theaquilacentre.com

Website: www.theaquilacentre.com