

Zig Zag Hub ABN 36 639 744 451

Terms and Conditions

These are the terms and conditions (“**Terms**”) of **Zig Zag Hub Pty Ltd**, otherwise referred to as “**Zig Zag Hub**”, “**us**”, “**we**” or “**our**”. **Zig Zag Hub** is a Registered Training Organisation (Code: 45921) and these Terms apply to our provision of Services. By engaging with us and using our Services, you accept these Terms and agree to be bound by them. If you do not agree with these Terms, you must not engage us or otherwise engage or use our Services.

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| <p>1. Registered Training Organisation (RTO)</p> <p>1.1 Zig Zag Hub is an RTO (Code: 45921). Under the Australian Skills Quality Authority, Zig Zag Hub is responsible for the training and assessment being delivered.</p> <p>1.2 Zig Zag Hub is responsible for the issuance of any certificate that may result from the achievement of course requirements.</p> <p>1.3 Zig Zag Hub is required to comply with the requirements stipulated by the Australian Skills Quality Authority and the following instruments:</p> <p>1.3.1 <i>Standards for Registered Training Organisations 2015</i>;</p> <p>1.3.2 <i>National Vocational Education and Training Regulator Act 2011</i>; and</p> <p>1.3.3 VET Quality Framework.</p> <p>1.4 In reference to clause 1.3, any amendments or alterations to the requirements Zig Zag Hub must comply with, will alter this Agreement. Any alterations or amendments made in relation to this will be made after seven (7) days notice to you.</p> <p>1.5 The instruments referred to in clause 1.3 form part of this Agreement.</p> <p>2. Services</p> <p>2.1 Zig Zag Hub provides training and assessment services for accredited courses, learning programs and associated events (the “Services”).</p> <p>2.2 In providing these programs, Zig Zag Hub provides access to a learning space (the “Premises”) and resources.</p> <p>2.3 To be eligible to enrol in any training programs or courses, you must commit to a twelve (12) month membership with Zig Zag Hub. You are entitled to a sixty (60) day cooling off period, where you may terminate the membership at your convenience without penalty. Any termination after this point will be subject to the terms in clause 8 of this Agreement.</p> | <p>2.4 Zig Zag Hub reserves the right to alter and change the Services offered at their discretion with thirty (30) days’ notice to you.</p> <p>2.5 In accessing the Services, you warrant:</p> <p>2.5.1 You are over the age of 18. If you are not, you must have the authority and permission of your legal guardian.</p> <p>2.5.2 You will comply with all applicable laws, the Hub Rules and our policies and procedures;</p> <p>2.5.3 You will promptly follow all lawful and proper directions from Zig Zag Hub;</p> <p>2.5.4 Take care to use the Services and the Premises safely and properly.</p> <p>2.5 In accessing the Services, you may be entitled to utilise the Premises outside of the scheduled hours for the courses and/or learning programs you are undertaking. You warrant that you are aware that this space may not be supervised and that in using this space you will:</p> <p>2.6.1 Not conduct yourself in an offensive manner to our Staff or other Participants or their Guests;</p> <p>2.6.2 Keep the Premises clean and free of rubbish;</p> <p>2.6.3 Use the Services and Premises available for their intended purpose;</p> <p>2.6.4 Take good care of all aspects of the Premises;</p> <p>2.6.5 Not hinder or avert the use of the Premises by other Participants or their Guests; and</p> <p>2.6.6 Use any equipment provided by Zig Zag Hub properly and for its intended purpose; and</p> <p>2.6.7 Not be intoxicated or under the influence of alcohol, illicit drugs or other substances.</p> <p>2.7 In becoming participants of Zig Zag Hub’s Services, you agree:</p> |
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- 2.7.1 To use all reasonable endeavours to attend the sessions required for the training and assessment associated with the courses and programs offered;
- 2.7.2 To keep confidential any discussions given in the course of the program;
- 2.7.3 To not use any recording device during the program without our prior consent;
- 2.7.4 Not to reproduce, copy, publish, deface or alter any resources or materials provided by us to you in the course of providing the Services; and
- 2.7.5 That we make no representation that you will achieve any particular level of income, level of work, or achieve any particular success or outcome as a result of completing the course and/or program.

3. Fees and Payment

- 3.1 Fees are payable when receiving a confirmation of enrolment.
- 3.2 The initial fee payment must be paid prior to commencing training or within seven (7) days of receiving an invoice from Zig Zag Hub.
- 3.3 Access to the Services may be discontinued if fees are not paid as required.
- 3.4 Payment in cash is not permitted.

4. Accessing the Premises

- 4.1 In accessing the Premises, you may have the non-exclusive right to use a desk and chair and your belongings must be cleared at the end of each use of the desk and chair.
- 4.2 You must not touch or remove anything from another Participant's desk without their express permission.
- 4.3 In using the Premises, you may have the ability to access an Internet Connection.
- 4.4 You must not use the Internet Connection for excessive downloads (unless authorised by us and required for your course and/or program) or for a purpose considered to be illegal in Australia.
- 4.5 We do not guarantee the security of the network or the Internet Connection or of any other information that you place on it. You are responsible to adopt any security measures on your own devices that you believe are appropriate to your circumstances.

- 4.6 We do not guarantee that the network or internet will always be available, uninterrupted or virus free.

5. Intellectual Property

- 5.1 You acknowledge that any Intellectual Property relating to or used by us and/or appearing on our resources remains our property or that of our licensors.
- 5.2 You must not replicate or use without our prior written consent our name, brand, logos or other Intellectual Property or that of our Participants.
- 5.3 Any Intellectual Property created by a Participant during the course, training programs or any associated events (including the Young Eyes Festival of Innovation) is the property of the Participant. Zig Zag Hub is not responsible for any Participant's disclosure of their Intellectual Property during the course and/or training program and any associated activities or events or any infringement that arises out of or in connection with that disclosure. This clause is inclusive of any intellectual property created or shared during the course of The Young Eyes Festival of Innovation or any other similar event.

6. Unique Student Identifier (USI)

- 6.1 If you are studying a nationally recognised training course, you will be required to have a Unique Student Identifier (USI). Your USI links to an online account that contains all your training records and results.
- 6.2 It is your responsibility to determine if a USI is required and it is your responsibility to obtain this USI and provide it to us.

7. Liability

- 7.1 To the extent permitted by Law, you indemnify Zig Zag Hub against, and agree to pay on demand, any and all damage, loss, liability or costs (including any third party claims for personal injury, death and tangible property damage) suffered or sustained by us or our representatives arising from and in connection with:
 - 7.1.1. The use of the Services and Premises by you;
 - 7.1.2. The fraud, unlawful conduct or wilful misconduct by you;
 - 7.1.3. Your negligence; and
 - 7.1.4. Breach of this Agreement or any of our policies.
- 7.2. The Services and Premises are provided on an 'as is' basis.

- 7.3. To the extent permitted by Law, we exclude all liability for consequential loss.
- 7.4. To the full extent permitted by Law, our liability for any breach of a guarantee, condition or warranty is limited to the cost of fee paid by you in respect of your course and/or training program at the date to which the liability occurs.
- 7.5. We are not liable for the actions of other Participants or Guests using the Premises or Services. We do not perform background checks on other Participants. We do not support, endorse or verify the facts, opinions or recommendations of other Participants or their Guests.
- 7.6. Zig Zag Hub will take reasonable steps to maintain a safe and secure environment. To the extent permitted at Law, we make no representations that the Premises are safe or secure for your equipment or other property, nor that the electricity supply will not damage your equipment. We are not liable for any theft, loss or damage to your equipment or other property.
- 8. Termination**
- 8.1 Either Party may terminate this Agreement by giving no less than sixty (60) days written notice.
- 8.2 Participants who cancel their enrolment in a course and/or training program part way through must notify Zig Zag Hub immediately.
- 8.3 Participants who cancel their enrolment in a course and/or training program after it has commenced will not be entitled to a refund of fees.
- 8.4 To the extent permitted at Law, Zig Zag Hub may by written notice terminate this Agreement immediately without liability for compensation if:
- 8.4.1 You do not pay the relevant fees as specified in clause 3; or
- 8.4.2 If you are in breach of any terms of this Agreement.
- 9. Privacy**
- 9.1 To the extent permitted by Law, Zig Zag Hub will retain personal information about you in relation to your enrolment in our courses and/or training programs. This includes but is not limited to your personal details, ethnicity, individual needs and education background.
- 9.2 Zig Zag Hub is required to retain records of your course and/or training program in accordance with its requirements as an RTO.
- 9.3 Zig Zag Hub is required by the *National Vocational Education Training Regulator Act 2011* to securely retain your personal details for a period of 30 years from the date of your enrolment has completed.
- 9.4 Zig Zag Hub by law may be required to make your information available to government agencies such as the National Centre for Vocational Education and Research or the Australian Skills Quality Authority. We will seek written consent for such disclosure.
- 9.5 You are entitled to access the information we retain that relates to you with a request in writing.
- 10. Dispute resolution**
- 10.1 If a dispute arises in respect of these Terms or the item you have purchased from us and is not satisfactorily resolved by following the steps in the immediately above clause, before any proceeding can be commenced in a Tribunal or Court, the party claiming that a dispute has arisen must give the other party written notice setting out the dispute (**Notice of Dispute**) and allow 14 days' notice for the other party to respond.
- 10.2 If after 21 days of the recipient receiving the Notice of Dispute the dispute is not resolved then it must be referred to mediation and the costs of the mediation shall be paid by the parties equally. If the parties cannot mutually agree on a mediator within 7 days, then the parties must ask that the President of the Law Society of New South Wales to appoint a mediator.
- 10.3 If mediation does not occur within 28 days of a mediator being appointed, or if the parties cannot resolve the dispute at mediation or within 10 Business Days from the date of mediation, then either party may commence proceedings in a Tribunal or Court of competent jurisdiction in New South Wales.
- 10.4 Each Party must keep confidential:
- (a) any information or documents disclosed in the course of the Conference or Mediation; and
- (b) any discussions between the parties during the Conference or Mediation;
- which may be used only to resolve the dispute.
- 10.5 Except to enforce this clause or to seek an urgent interim determination, a Party must not commence or maintain an action by way of legal proceedings relating to the dispute until

it has been properly dealt with (including using all attempts to resolve the dispute) pursuant to this clause.

- 10.1 accepting these terms, you also agree to and accept the terms of our privacy policy.

11. General

- 11.1 These Terms shall be governed by and interpreted in accordance with the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia.
- 11.2 If any part of these Terms is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of these Terms and the severed part will not affect the validity and enforceability of any remaining provisions.
- 11.3 If we do not exercise or enforce any right or provision under these Terms, it will not constitute a waiver of such right or provision. Any waiver of any provision under these Terms will only be effective if it is in writing and signed by us.
- 11.4 We may change these Terms at any time. By engaging and using our Services, you agree to be bound by the amended Terms, which will apply immediately from the date they are published or otherwise provided to you.