

TERMS AND CONDITIONS

For 21st Century Education Homestudy Membership

WARNING: TRADING / INVESTING RISKS
TRADING AND INVESTING ALWAYS INHERENTLY INVOLVES RISK.
THE PURCHASER OF ANY PRODUCT THROUGH 21ST CENTURY EDUCATION AND/OR IT'S ASSOCIATES ASSUMES ALL OF THE RISKS INCLUDING, THE RISK OF LOSING ALL, SOME, OR MORE OF THEIR TRADING/INVESTING CAPITAL. 21ST CENTURY WILL NOT COVER ANY RISK, LOSS, COST OR EXPENSE. WHERE ANY PAST RESULTS OR PERFORMANCE ARE GIVEN NO ONE CAN PREDICT FUTURE RESULTS AND PAST RESULTS ARE NOT INDICATIVE OF FUTURE PERFORMANCE. THE PURCHASER UNDERSTANDS THAT THEY HAVE NOT RECEIVED ANY PERSONAL FINANCIAL ADVICE NOR HAVE THEY SPECIFICALLY BEEN ADVISED TO INVEST IN ANY FINANCIAL PRODUCT. (I) NO-ONE IS AUTHORISED TO PROVIDE; AND (II) NO-ONE IS ABLE TO PROVIDE LEGITIMATE OR RELIABLE PREDICTIONS OR INDICATIONS AS TO THE FUTURE PERFORMANCE THAT MAY BE OBTAINED FROM ANY 21ST CENTURY PRODUCT. EVERYONE IS ADVISED HEREIN TO SEEK WHATEVER PROFESSIONAL ADVICE THEY MAY REQUIRE BEFORE RELYING ON ANY INFORMATION PROVIDED OR PURCHASING ANY 21ST CENTURY EDUCATION PRODUCT.

GENERAL ADVICE WARNING

The contents of this product have been prepared without taking account of your objectives, financial situation or needs. Because of that you should, before taking any action to acquire any of the educational products mentioned, consider whether the product is appropriate having regard to your own objectives, financial situation and needs.

You should obtain your own independent professional advice relating to the relevant financial products mentioned in this product (which contains full details of the terms and conditions of the relevant educational product) and consider it before making any decision about whether to acquire the educational product.

TERMS AND CONDITIONS

1. Default & Consequences of Default

- 1.1 If you default in payment of any invoice when due, you shall indemnify 21st Century Education from and against all costs and disbursements incurred by 21st Century Education in pursuing the debt including legal costs on a solicitor and own client basis and 21st Century Education's collection agency costs.
- 1.2 Without prejudice to any other remedies 21st Century Education may have, if at any time you are in breach of any obligation (including those relating to payment), 21st Century Education may suspend or terminate the supply of products to you and any of its other obligations under the terms and conditions. 21st Century Education will not be liable to you for any loss or damage you suffer because 21st Century Education has exercised its rights under this clause.
- 1.3 Without prejudice to 21st Century Education's other remedies at law 21st Century Education shall be entitled to cancel all or any part of any order or membership of yours which remains unfulfilled and all amounts owing to 21st Century Education shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to 21st Century Education becomes overdue, or in 21st Century Education's opinion you will be unable to meet its payments as they fall due; or
- (b) you being an individual become bankrupt, convene a meeting with your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of your creditors or being a company become insolvent, convene a meeting with its creditors or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any asset of yours.
- 1.4 A dishonour fee of \$30 is applicable for every attempt made by 21st Century Education to collect funds due, when a total monthly payment or any other amount due under your contract is unable to be processed (this includes but is not limited to, defaults on a payment due to insufficient funds in your nominated bank account, a declined credit card transaction or for those customers who default in their direct debit payments).
- 1.5 A payment deferral fee of \$35 is applicable, where 21st Century Education agrees to defer a total monthly payment or any other amount due under the agreement upon written request from a client.

- 1.6 Dishonour fees are payable immediately upon the dishonour. A payment deferral fee is payable at the same time as the deferred payment is due.
- 1.7 If any amounts are outstanding your membership may be suspended until you are no longer in default with payment

2. Permission to use testimonials

If a Member provides a testimonial about 21st Century Education or one of our Speakers, 21st Century Education may use the testimonial, in part or whole, to promote 21st Century Education or the Speaker in any format or medium at any time.

3. Insurance Disclaimer

The insurance is limited to the replacement of the product only. The insured is responsible for the cost of postage of the replacement product. 21st Century Education will not be responsible for any loss associated with non-delivery of the original product.

4. 21st Century Education Homestudy Membership ("Homestudy") Try Before You Buy/Cancellation Policy:

- 4.1 The Homestudy cost is \$95.00 Insurance fee + \$65.00 Postage and Handling + \$3,995.00 in 45 days from date of purchase if you decide to keep the program.
- 4.2 45 Days after the date of purchase (Trial Period) your credit card will be charged \$3,995.00. (You may call 1800 999 270 to discuss payment plan options.)
- 4.3 To cancel the homestudy within the 45 day trial period you must notify 21st Century Education in writing to: orders@21stca.com.au.
- 4.4 The homestudy must be returned within 10 days of you notifying 21st Century Education of your cancellation and must be returned in a reusable condition.
- 4.5 21st Century Education reserves the right to refuse any cancellation if it deems that the product has been duplicated, copied, distributed, tampered with in any way or by any means available either electronically or otherwise.

5. Reporting Agency

The total balance of all areas may be out-sourced to a mercantile agent in the event of monthly repayments being defaulted upon. Administration fees are applicable and all defaults will be reported to Veda/ Baycorp Advantage.

6. Privacy Act 1988

- 6.1 You and/or the Guarantor/s agree for 21st Century Education to obtain from a credit reporting agency a credit report containing personal credit information about you and Guarantor/s in relation to credit provided by 21st Century Education.–
- 6.2 You and/or the Guarantor/s agree that 21st Century Education may exchange information about you and the Guarantor/s with those credit providers either named as trade referees by you or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by you; and/or
- (b) to notify other credit providers of a default by you; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where you are in default with other credit providers; and/or
- (d) to assess the credit worthiness of you and/or Guarantor/s.
- 6.3 You consent to 21st Century Education being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 6.4 You agree that personal credit information provided may be used and retained by 21st Century Education for the following purposes and for other purposes as shall be agreed between you and 21st Century Education or required by law from time to time:
- (a) provision of products; and/or
- (b) marketing of products by 21st Century Education, its agents or distributors in relation to the products; and/or
- (c) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of products; and/or

- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by you, which includes contacting any alternate/emergency contacts provided if you are unreachable; and/or
- (e) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the products.

6.5 21st Century Education may give information about you to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about you; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about you.

7. Expenses

Attendance at a 4 Day Education for Life Seminar and all other seminars, does not include airfares, accommodation or meal expenses.

8. Postage

A \$65 Postage and Handling fee is payable for all orders and is non-refundable. You will also have to pay for your own postage if returning the Homestudy course.

9. Disclaimer

9.1 This material is made available on the understanding that 21st Century Education is not engaged in providing any financial advice.

9.2 Information on this product is maintained by the people and organisations it relates to. Before relying on the material, users should independently verify its accuracy, currency, completeness and relevance for their purposes, and should obtain any appropriate professional advice.

9.3 The material may include views or recommendations of third parties, which do not necessarily reflect the views of 21st Century Education, or indicate its commitment to a particular course of action.

9.4 Links to other websites/products are inserted for convenience and do not constitute endorsement of material at those sites, or any associated organisation, product or service.

9.5 The listing of a person or company in any part of this product in no way implies any form of endorsement by 21st Century Education of the products or services provided by that person or company.

9.6 To the extent permitted by law, 21st Century Education and its respective directors, officers, employees, contractors and agents disclaim all responsibility to you for any loss, liability, claim, expense (including but not limited to legal costs and defence or settlement costs) or damage whatsoever, whether consequential, special, incidental or indirect (including but not limited to loss of profits, trading losses and damages that result from delay, loss or inconvenience) arising out of or in connection with the content on the product and/or any omissions from the content whether in contract, tort (including negligence), statute or otherwise and even if 21st Century Education has been advised of the possibility of such damage or loss.

10. Liability

10.1 Nothing contained in this agreement excludes, restricts or modifies any rights you have under the Trade Practices Act and Fair Trading Laws which cannot be lawfully excluded or limited. For example, your rights include an assurance from us that any services provided are provided with due care and skill and that any materials supplied in connection with those services are reasonably fit for their purpose and that any goods supplied are of merchantable quality. Other than as referred to above or expressly stated in this agreement, 21st Century Education does not make any promises or warranties, whether express or implied, about the services or any of our products.

10.2 Subject to clause 10.1 above, in the event that 21st Century Education and its respective directors, officers, employees, contractors and agents is liable to any seminar attendee or his/her employer then 21st Century Education and its respective directors, officers, employees, contractors and agent's total liability whatsoever (including in negligence) is limited to a maximum amount of \$200 in respect of each such attendee, Member and purchaser.

11. Intellectual Property

You acknowledge and agree that materials provided to you contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by 21st Century Education, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the materials, in whole or in part.

12. Non Solicitation

You must not solicit, poach, canvass or approach other attendees/ members of 21st Century Education seminars for any purpose that is competitive with the business of 21st Century Education.

13. Legally Binding

This is a legally binding contract. By signing or otherwise affirming your assent, you acknowledge that you have read, accepted and agreed to be bound by these terms and conditions.

14. Variation of terms

21st Century Education reserves the right to change these terms of use from time to time.

15. Severability

If any provision of these terms and conditions shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

16. Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof.

17. Governing law

The agreement shall be governed and construed in all respects in accordance with the laws of Victoria.

For 21st Century Homestudy purchases made online, please complete details below and fax back to: 21st Century Education (07) 3503 9021

First Name.....

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Last Name.....

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Phone (H).....

(M).....

Email.....

Signature.....

Date.....