

## TERMS AND CONDITIONS

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Welcome to the Valley International College website ([www.valleycollege.edu.au](http://www.valleycollege.edu.au)). By accessing, browsing, or using our website, you agree to comply with the following terms and conditions. These terms govern your use of our website, and any services or resources provided through it. Please read them carefully.

- **1. General Information**

**1.1 Ownership and Operation:** This website is owned and operated by Valley International College, a CRICOS-registered RTO (Registered Training Organisation) under the National Vocational Education and Training Regulator Act 2011. Our CRICOS code is 03989C. We are committed to delivering high-quality vocational education and training services to international students.

**1.2 Website Purpose:** The content on this website is provided for informational purposes only. Valley International College may, at its sole discretion, update, modify, or remove content without prior notice. While we strive to ensure the accuracy of the information, we do not guarantee that all information is current or free from errors.

**1.3 Changes to Terms and Conditions:** Valley International College reserves the right to modify these terms and conditions at any time. Changes will be effective immediately upon posting on this website. Your continued use of the website constitutes your acceptance of the updated terms and conditions.

- **2. Use of Website**

**2.1 Eligibility to Use the Website:** You agree to comply with all applicable laws and regulations while using the website.

**2.2 Prohibited Uses:** You agree not to engage in any activities that could harm, disrupt, or interfere with the functioning of this website or the services offered. This includes, but is not limited to:

- Uploading or distributing viruses, malware, or other harmful software.
- Attempting to gain unauthorized access to the website, user accounts, or networks connected to the website.
- Using the website to harass, abuse, or harm other users.
- Engaging in any fraudulent or deceptive activities.

**2.3 Intellectual Property Rights:** All content on this website, including but not limited to text, images, graphics, logos, course materials, and software, is the intellectual property of Valley International College or its licensors. Unauthorized reproduction, distribution, or use of any content without express written permission is prohibited. You may download or print content for personal, non-commercial use only, provided that you do not remove any copyright or proprietary notices.

**2.4 User-Generated Content:** If you submit or post any content to our website, including but not limited to comments, reviews, or feedback, you grant Valley International College a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, publish, and distribute such content in any media. You agree that any content you post will not infringe on the rights of third parties, including intellectual property, privacy, or publicity rights.

- **3. Enrolment and Course Information**

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**3.1 Course Offerings and Availability:** Valley International College offers a range of vocational education and training courses, which are detailed on our website. Course offerings are subject to availability, and we reserve the right to modify or discontinue any course at any time without prior notice. We make every effort to ensure that the course descriptions, fees, and other information on our website are accurate and up-to-date.

**3.2 Course Fees and Payment:** The fees for our courses are clearly listed on our website and are subject to change without notice. In addition to tuition fees, students may be required to pay additional fees for course materials, assessments, or other services. All fees are payable in Australian dollars (AUD). Payment terms and methods are outlined in our Payment Policy, which is available on request. Failure to pay course fees by the due date may result in suspension or cancellation of enrolment.

**3.3 Enrolment Process and Acceptance:** To enrol in a course at Valley International College, you must complete and submit an application form through our website or by other means provided by the college. Acceptance into any course is at the sole discretion of Valley International College. We reserve the right to refuse enrolment to any applicant for any reason, including but not limited to the applicant's failure to meet entry requirements or provide accurate information.

**3.4 Refund Policy:** Valley International College has a comprehensive Refund Policy that outlines the circumstances under which students may be entitled to a refund of course fees. This policy is available on our website and forms part of the terms and conditions of enrolment. Students are encouraged to read the Refund Policy carefully before enrolling in any course.

- **4. Privacy Policy**

**4.1 Data Collection and Use:** Valley International College is committed to protecting your privacy. We collect personal information from users who interact with our website, such as when you fill out forms, register for newsletters, or enrol in courses. The personal information we collect may include your name, contact details, and other information necessary for enrolment and communication purposes. Our Privacy Policy, which is available on our website, explains how we collect, use, and protect your personal information.

**4.2 Cookies and Tracking Technologies:** Our website uses cookies and other tracking technologies to enhance your browsing experience, analyse website traffic, and personalize content. Cookies are small text files that are stored on your device when you visit our website. By using our website, you consent to our use of cookies in accordance with our Privacy Policy. You can manage your cookie preferences through your browser settings, but please note that disabling cookies may affect your ability to use certain features of the website.

**4.3 Third-Party Services:** Our website may integrate with or provide access to third-party services, such as payment processors or social media platforms. These third-party services are governed by their own privacy policies and terms of use, and Valley International College is not responsible for the practices of these third parties. We encourage you to review the privacy policies of any third-party services you interact with.

- **5. Limitation of Liability**

**5.1 No Warranties:** Valley International College makes no representations or warranties of any kind, express or implied, regarding the accuracy, completeness, reliability, or suitability of the information and services provided on this website. The website and its content are provided "as is" and "as available," without any warranties of any kind. We do not guarantee that the website will be free from errors, viruses, or other harmful components.

**5.2 Limitation of Liability:** To the maximum extent permitted by law, Valley International College, its directors, employees, and affiliates will not be liable for any direct, indirect, incidental, special, or consequential damages

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arising out of or in connection with your use of the website, including but not limited to any loss of data, loss of profits, or interruption of business. This limitation of liability applies whether the claim is based on contract, tort, negligence, strict liability, or any other legal theory.

**5.3 Indemnification:** You agree to indemnify and hold harmless Valley International College, its directors, employees, and affiliates from and against any claims, liabilities, damages, losses, or expenses (including legal fees) arising out of or in connection with your use of the website, violation of these terms and conditions, or infringement of any third-party rights.

- **6. Third-Party Links and Resources**

**6.1 External Links:** Our website may contain links to third-party websites or resources for your convenience. These links do not constitute an endorsement by Valley International College of the content, products, or services offered by third parties. We have no control over the content or practices of these external sites and are not responsible for their accuracy, legality, or availability.

**6.2 Use of Third-Party Resources:** Any use of third-party websites or resources linked to from our website is at your own risk. We encourage you to review the terms and conditions and privacy policies of any third-party websites you visit.

- **7. Governing Law and Dispute Resolution**

**7.1 Governing Law:** These terms and conditions are governed by and construed in accordance with the laws of the State of Queensland, Australia. Any disputes arising out of or related to these terms will be subject to the exclusive jurisdiction of the courts of Queensland.

**7.2 Dispute Resolution:** In the event of any dispute arising from your use of the website or these terms and conditions, you agree to first attempt to resolve the dispute informally by contacting Valley International College. If the dispute cannot be resolved informally, it will be resolved through binding arbitration in accordance with the rules of the Australian Centre for International Commercial Arbitration (ACICA). The arbitration will take place in Queensland, Australia, and will be conducted in English.

- **8. Termination of Use**

**8.1 Termination Rights:** Valley International College reserves the right to terminate or suspend your access to the website at any time, without notice, for any reason, including but not limited to your violation of these terms and conditions or any applicable law. Upon termination, your right to use the website will immediately cease.

**8.2 Effect of Termination:** Upon termination, all provisions of these terms and conditions that by their nature should survive termination will survive, including but not limited to provisions related to intellectual property, disclaimers of warranties, and limitations of liability.

- **9. Contact Information**

If you have any questions, concerns, or feedback regarding these terms and conditions, please contact us at:

**Valley International College**

Head Office: 433 Boundary Street, Spring Hill QLD 4000

Phone: 1300 1400 00

Email: [admin@valleycollege.edu.au](mailto:admin@valleycollege.edu.au)

Website: [www.valleycollege.edu](http://www.valleycollege.edu)