



## WEBSITE TERMS & CONDITIONS

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

If you purchase products through our Website, there will be additional terms and conditions relating to the purchase. Please make sure you agree with these terms and conditions.

### Definitions

- Services means enrolment in training courses/qualifications
- the Website means the website [www.intercontinental.edu.au](http://www.intercontinental.edu.au)
- We / Us etc means Inter-Continental Colleges Pty Ltd and any subsidiaries, affiliates, employees, officers, agents or assigns.

### Accuracy of content

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The information contained on this Website should not take the place of professional advice.

### Use

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.

You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.

We reserve the right to refuse or terminate service to anyone at any time if our enrolment terms and conditions are breached.

### Passwords and logins

You are responsible for maintaining the confidentiality of your passwords and/or login details and for all activities carried out under your password and/or login.

### Indemnification for loss or damage

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

### Intellectual property and copyrights

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services provided. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a Licence Agreement. If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address:

[sydney@intercontinental.edu.au](mailto:sydney@intercontinental.edu.au)

## **Trademarks**

The trademarks and logos contained on this Website are trademarks of Inter-Continental Colleges Pty Ltd or its subsidiaries and/or agents. Use of these trademarks and/or logos is strictly prohibited except with Our express, written consent.

## **Links to external websites**

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.

You may link to our articles or home page only with our express, written permission. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to your linking to our site at any time by notice to you.

## **Limitation of Liability**

We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

## **Information Collection**

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, [click here](#).

## **Confidentiality**

All personal information you give us will be dealt with in a confidential manner in accordance with our Website Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

## **Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Australia.

We retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other appropriate country or jurisdiction.

# **PRIVACY POLICY**

This statement outlines Inter-Continental Colleges Pty Ltd, t/a The Illawarra Business College's, Australian College of Community Care and Australian College of Hospitality policy in relation to handling the personal information of our website users. The College is proud of the efforts it has taken, and will continue to take, to ensure that the privacy of its website users is protected from misuse, unauthorised access and loss.

## **COLLECTION AND USE OF YOUR PERSONAL INFORMATION**

### **Recording Your Visit**

When you look at this website, a record of your visit is made into a log file. The following information may be collected for statistical purposes only:

- Your server address
- Your top level domain name (for example .com, .gov, .au, etc).
- The date and time of your visit to the website
- The pages you accessed and documents downloaded
- The page that you entered and the page by which you left the website
- The type of browser you used.

We will not attempt to identify individual users or their browsing activities except where it is required to do so by law. For example, in the case of a warrant issued by a law enforcement agency.

Some websites use 'cookies' to track a particular user's access to a site. Cookies are not used on this website, except where they are used within a specific web-based application. In such cases cookies will only be used for session management purposes.

## **Recording Your E-mail Address**

We will record your e-mail address if you send us a message. We will also record your personal information if you complete and submit any of the electronic forms which are available on this website. These forms are provided so that you can request more information about the College. We will only collect personal information via this site in a fair and not in an unreasonably intrusive way. We do not collect information which would be unlawful or unnecessary.

## **USE OF YOUR PERSONAL INFORMATION**

Your personal information may be used in order to:

- provide the information or services you requested
- administer and manage those services
- research and develop our services
- promote and market other services which we consider may be of interest to you. If you do not wish us to contact you regarding other services, please inform us of this on your e-mail or call us on +61 2 9791 6555.

## **DISCLOSURE OF YOUR PERSONAL INFORMATION**

Inter-Continental Colleges Pty Ltd may need to disclose your personal information to other organisations to fulfil the above purposes, or to comply with its legal obligations. The organisations to which we may disclose information include:

- Government and regulatory authorities and other organisations, as required or authorised by law
- Our related entities.

Where we disclose personal information, Inter-Continental Colleges Pty Ltd will use its best endeavours to ensure that your personal information is kept secure, confidential and protected from misuse, loss or unauthorised access.

## **CONSENT**

By providing your personal information to us you acknowledge and consent that:

1. We can collect and use your personal information for any of the purposes outlined above, or for any purpose that is described on any electronic form that is provided on this website.
2. For these purposes, we can collect your personal information from, and disclose it on a confidential basis to, the following: our related entities; our distributors and agents; government departments and agencies; law enforcement agencies; investigators, lawyers and advisers.
3. We can collect and use your personal information to contact you to provide you information and offers about products and services offered by us and our related entities, and other organisations whose products and services we promote;
4. We can disclose your personal information on a confidential basis for these marketing purposes to our related entities and to any service provide we may use to fulfil these marketing purposes;
5. You will inform us if you do not want your personal information to be used or disclosed to our related entities for these marketing purposes.

## **PUBLICATION OF PERSONAL INFORMATION**

We will only publish personal information on this site if it has been collected for this purpose and you have consented to this use. When giving such consent you should be aware that information published on this site is accessible by millions of users from all over the world, that it may be indexed by search engines and that it may be copied and used by any web user. This means that Inter-Continental Colleges Pty Ltd is unable to control the subsequent use and disclosure of any information published on our website.