

Football Australia Online Course - Terms and Conditions



Please read these terms and condition (**Terms and Conditions**) before registering for a course with Football Australia Limited (ACN 106 478 068) (**FA**) through the LMS Platform.

By registering for a course with FA (**Course**), you (and, if you are under 18 years of age, your parent or legal guardian) acknowledge and agree to the following Terms and Conditions:

1. If you would like to participate in the Course, you must:
 - A. complete all areas of the registration application (**Application**);
 - B. satisfy all prerequisites for entry into the Course (which may include existing qualifications and satisfactory completion of physical fitness assessment); and
 - C. pay the Course fees by completing the online payment process.You acknowledge that FA will not process an Application that does not comply with this clause 1.
2. You acknowledge and agree that FA may:
 - A. reject or choose not to accept an Application in its absolute discretion, including non-compliance with eligibility requirements, not enough numbers to stage the course or too many applications for the Course;
 - B. choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases; and
 - C. change all dates, session times, durations, and locations of the Course without notice to you.
3. You agree to comply with FA Statutes, including the National Registration Regulations, National Code of Conduct and Grievance Resolution Regulations, copies of which are available on www.footballaustralia.com.au or on request.
4. You acknowledge that FA offers a range of different courses and programs for which different terms, policies and procedures may apply (**Additional Policies**): You agree to participate in the course in accordance with:

- A. any Additional Policies related to the Course as communicated to you by the course administrator from time to time; and
 - B. any reasonable directions of Football Australia or the course administrator.
5. You agree:
- A. with FA's interpretation that a determination made by an FA employee that you were successful or unsuccessful in passing the Course does not constitute a grievance for the purposes of the FA Statutes; and
 - B. to otherwise submit exclusively to the jurisdiction of the Grievance Resolution Regulations and not to attempt to resolve any dispute the subject matter of the FA Statutes in a court of law.
6. You acknowledge that FA may de-register you at any time by written notice, including if you do not comply with these Terms and Conditions, Additional Policies or other incorporated documents.
7. If you are successful in your Application, you are required to pay the full amount of the Course fees even if you do not complete the Course, subject to the terms of the 'Refund Policy' below.
8. You acknowledge that:
- A. you must attend all sessions of the Course, in accordance with the Course schedule; and
 - B. failure to comply with subclause 8A. may result in you being unsuccessful in passing the Course.
9. You acknowledge and agree that there are inherent risks associated with participating in any football activities related to the Course that may result in personal injury and you accept and agree to fully bear those risks. You agree not to bring any claim or proceeding against FA (including its directors, officers, employees, agents, contractors, and assigns), the State Member Federations (**MFs**) or a course administrator at any time for any personal injury in connection with or arising out of your participation in the Course and football activities.
10. You grant FA, any relevant course administrators, and their staff and volunteers permission to administer first aid to, and (if reasonably required) call an ambulance for you in the event of any personal injury during your participation in football and you undertake to pay or reimburse costs incurred for any such medical attention and ambulance transport.
11. If FA, the MFs and course administrators (**Organisers**) are liable to you for any:

- A. breach by the Organisers of any express term of this Agreement or any term implied under the general law; or
 - B. any tort committed by the Organisers (including negligence but not including fraud),
12. the Organiser's liability to you is limited (at FA's election) to FA repaying to you the Course fees or supplying or resupplying any Course services to which you are entitled in accordance with these Terms and Conditions.
13. You acknowledge that the content of the online course materials, including copyright and all other intellectual property rights contained therein, remain the property of FA. You agree not reproduce any part of the online Course materials without the prior written consent of FA.
14. You acknowledge that any online component of the Course will require you to have access to a computer (desktop PC/laptop) running a current/updated operating system with reliable high-speed internet access. You will also need basic computer skills, such as typing, knowledge of how to navigate the Internet and be able to use word processing programs.
15. You acknowledge that the personal information that FA collects from you is used and disclosed for the purposes set out in our Privacy Policy, including processing your registration, the organisation, conduct and promotion of the course, assisting you, and effectively managing your progress, with the course, and the provision of football-related information and offers from FA. You further acknowledge that FA may use third parties to collect your personal information or give them your information to help us run the course, confirm your completion of the course or as required by law (such as other Organisers, eTrainu Pty Ltd (ACN 117 967 030) and IT providers). A copy of the Privacy Policy is available on www.footballaustralia.com.au. You may request access to your personal information that FA holds by sending an email to privacy@footballaustralia.com.au.
16. You consent to the collection, use and disclosure of your personal information as described in clause 15. If you do not want to receive certain information from FA and its commercial partners, you will be given an opportunity to opt out of such communications.

Refund Policy

17. Following the acceptance of your Application, cancellation will only be accepted by FA in exceptional circumstances and at its absolute discretion.

If a cancellation is accepted, any refund will be administered in accordance with the following principles.

18. Where applicable, refunds by the Organisers are to be proportionate to the Course split.
19. For events where FA receives one hundred (100) per cent of the fee (e.g., online training programs), no refund will be provided if you change your mind regarding participation in the Course.
20. For events where MFs receive one hundred (100) per cent of the fee (e.g., State Conferences, practical training programs), the MF refund policy will apply, noting that it must be consistent with the MF's obligations under these Terms and Conditions and Australian Consumer Law.
21. Where a participant wishes to withdraw from a course, the MFs and/or FA will investigate the feasibility of transferring your registration to a future course of the same level prior to consideration of a refund. The refund, if provided, will be subject to clauses 18 and 19 of these Terms and Conditions.
22. You acknowledge that FA or MFs may need to cancel a course because of circumstances beyond our reasonable control. If this occurs, the MFs and/or FA will investigate the feasibility of transferring the your registration to a future course of the same level prior to offering a refund.
23. FA and/or MFs reserve the right to retain any associated costs incurred in processing your Application and otherwise preparing for, and facilitating, your participation in the Course.
24. Refunds for circumstances that fall outside the scope of this policy will be considered on a case-by-case basis and may be referred to the appropriate delegate/s for determination pursuant to any relevant Additional Policies.