

# Trading Terms & Conditions

Aspire Learning Resources  
Version 2  
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## Application of Term and Conditions

- 1.1 These terms and conditions apply to any purchases you make from Aspire Training & Consulting Ltd ACN 054 306 428 trading as "Aspire Learning Resources" ABN 51 054 306 428 (**Aspire**).
- 1.2 By making a purchase with Aspire, you agree to these terms and conditions, which include our Privacy Policy and Privacy Collection Notice <https://aspirelr.com.au/pages/privacy-policy> and Returns Policy <https://aspirelr.com.au/pages/returns-policy> (**Terms**). You should review these Terms (including our Privacy Policy and Returns Policy) carefully. If you do not agree to these Terms, you must not purchase any materials from Aspire.
- 1.3 In these Terms the expressions **we**, **us** and **our** are a reference to Aspire and a reference to **you** and **your** is a reference to any person or entity that makes a purchase from Aspire.

## 2 Bookshops/Booksellers

- 2.1 Aspire provides a discount for purchases of print learner guides made by bookshops/booksellers. These Terms apply to all purchases by Bookshops/Booksellers. To take advantage of any Bookshop/Bookseller discount you will need to order by telephone, mail, fax or email. Discounts are not available for purchases made online.

## 3 Definitions

- 3.1 In these Terms:
- (a) **Digital Products** are eBooks, Online learning resources, Trainer's and assessor's guides/resources and Assessment resources;
  - (b) **Materials** means any product or service purchased from Aspire;
  - (c) **Order** means an Order for Materials; and
  - (d) **Website** means Aspire's website at [www.aspirelr.com.au](http://www.aspirelr.com.au).

## 4 Ordering

- 4.1 By placing an Order, including via our Website, you are offering to purchase Materials on, and subject to, these Terms.
- 4.2 Orders can be made by telephone, mail, email or on our Website.
- 4.3 A contract between you and Aspire for the purchase of the Materials will not be formed until your Order has been approved by Aspire and we have received payment for the Order in full.
- 4.4 All Orders must be accompanied by payment in full. Online orders require a valid credit card with sufficient funds, or a current Aspire credit account. Orders from Australian government organisations can be accompanied by a purchase order. A signed purchase order must be emailed or faxed to Aspire prior to Aspire accepting and processing an Order. Any changes requested to an online Order after it has been confirmed by Aspire are at the discretion of Aspire and will attract a 15% administration fee on the changed unit/s. This is only applicable to learner guides. Subject to the terms of our Returns Policy, Digital Products are sold strictly firm sale only and cannot be returned.
- 4.5 Any payment for an Order must be cleared by Aspire before the Materials is dispatched. If your payment cannot be processed, we will not dispatch that Material.
- 4.6 We may allow you to use a third-party payment provider to make payments to us. If you make a payment using a third-party payment provider, you may need to enter into a separate, legally binding agreement, with that payment provider.

## 5 Digital products

- 5.1 Digital products are available for purchase through our Website. Subject to the terms of our Returns Policy, all Digital Products are sold strictly as firm sale only and are non-returnable and non-refundable.
- 5.2 Although LLN resources are digital products they can only be purchased under license and are therefore are subject to the terms and conditions of the licensing agreement.

## 6 Prices and Product Availability

- 6.1 Prices detailed in Aspire's catalogue, promotional material, order forms and Website are recommended retail prices and subject to change without notice. If prices change and you have already submitted an Order for Materials at a particular price, we will supply your Materials at that price. You are responsible for any taxes, duties or other liabilities imposed by any government agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed on any products or services acquired or ordered by you from Aspire.
- 6.2 All product prices shown on the Website are in Australian dollars and are GST inclusive.
- 6.3 The availability of Materials may change from time to time. Aspire does not warrant that any of the Materials advertised by us will always be available. All Orders are subject to availability. If Aspire is unable to complete your Order due to insufficient supply of the Materials you have ordered or any other reason, you will receive a refund of any money paid for that Order.
- 6.4 We may withdraw or suspend from sale any Materials displayed on the Website, either temporarily or permanently, at any time. Aspire will not be liable to you for any loss you or any third party suffers as a result of a withdrawal or suspension of sale of a particular Material. Where any Material the subject of an Order has been withdrawn or suspended from sale and your payment for that Material has already been processed, we will refund any money paid to us for that Material.

## 7 Freight charges

- 7.1 You must pay the freight charge for the delivery of your Order. Aspire's freight charges are subject to change without notice. Freight charges are GST inclusive. If you are not sure how to calculate your freight charge, contact Aspire directly.

## 8 Delivery

- 8.1 The following delivery schedule is indicative only and subject to stock availability. Aspire will not be liable for any failure to observe these delivery times.
- 8.2 Aspire will use its reasonable endeavours to despatch Orders within four business days of receiving payment in full for your Order. Delivery times are calculated from the despatch date. For orders to be despatched to Australian destinations via regular post, please allow 10 working

days from the date of despatch for delivery. For orders to be despatched to Australian destinations via express post, please check Australia Post's Express Post Network for anticipated delivery timeframes from Melbourne. For international orders (including New Zealand), the delivery time will vary dependent on the destination. Please allow up to 14 working days from the date of despatch for delivery.

## 9 Fulfilment

9.1 Please check your order as soon as you receive it. Please note that you may receive multiple boxes for your order. Please ensure you check the contents of all boxes carefully. If there are any issues with the contents of your order, please contact our Customer Service team on (03) 9820 1300 or email [sales@aspirelr.com.au](mailto:sales@aspirelr.com.au). All issues must be addressed within 14 days of invoice date and are subject to our Returns Policy.

## 10 Returns policy

10.1 Aspire's Returns Policy, available at <https://aspirelr.com.au/pages/returns-policy> applies to all Orders.

## 11 Discount

11.1 From time to time Aspire may undertake special offers and/or promotions or offer a discount on its Materials. Separate terms and conditions may apply to products or materials sold as part of a promotion, offer or discount.

11.2 Any approved discounts are not available online and are not applicable to customised and licensed products. Aspire's eBooks are purchased through MyConnect and therefore are ineligible for any discount offered on purchases made through Aspire's Website.

## 12 Damaged goods

12.1 If your goods have been damaged in transit, please contact Aspire immediately and provide all details of the damaged goods. Aspire will then assess whether to replace the order in part or in full, depending on the circumstances.

## 13 Copyright

13.1 Aspire publications (including Materials) are owned by Aspire and subject to copyright.

13.2 Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968 (Cth)*, and except as expressly authorised by these Terms, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of any publications (including Materials); or
- (b) commercialise any information, products or services obtained from any part of any publications (including Materials), without our prior written permission.

## 14 Trade marks

14.1 Except where otherwise specified, any word or device used on this website as a trade mark is a registered or proprietary trade mark.

14.2 You must not use any of our trade marks without our prior written consent and:

- (a) in or as the whole or part of your own trade marks;
- (b) in connection with activities, products or services which are not ours;
- (c) in a manner which may be confusing, misleading or deceptive; or
- (d) in a manner that disparages us or our information, products or services (including this website).

14.3 If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us.

## 15 Licensing

15.1 Separate terms and conditions may apply to certain products, services or Materials available or advertised on the website.

15.2 Aspire offers licensing arrangements for our LLN range. These can be ordered through Aspire's Website or by contacting Aspire's Account Managers and are subject to terms and conditions relevant to that licensing agreement.

## 16 Warranties, Disclaimer and Limitation of Liability

16.1 It is your responsibility to satisfy yourself as to the suitability of Aspire's products. To the extent permitted by law, all express or implied warranties or guarantees are hereby excluded. Warranties or guarantees implied by statute which cannot be excluded will apply however the liability of Aspire for breach of such implied terms will be limited, at the option of Aspire, to any one or more of the following (at our option):

- (a) if the breach relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of such goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

16.2 In no circumstances will Aspire's liability extend to consequential, indirect or special loss or damage, including loss of profit, loss of revenue, reputational.

- 16.3 To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense, or injury, illness or death – irrespective of the manner in which it occurs – which may be suffered as a result of:
- (a) your purchase or use of the Materials;
  - (b) any Order you place, including our inability to fulfil an Order or non-delivery of Materials; or
  - (c) the fact that certain any Materials are incorrect, incomplete or not up-to-date.
- 16.4 Aspire:
- (a) makes no representation that its Materials are suitable for your specific circumstances, appropriate for your individual needs or provide any specific benefit or outcome; and
  - (b) has no liability to you arising howsoever in connection with the Materials where your use of the products is not in accordance with our instructions.
- 17 **Privacy**
- 17.1 Aspire understands that you value your privacy and wish to have your personal information kept secure. You can view the full text of our Privacy Policy and Privacy Collection Notice, which sets out how we collect and deal with your personal information here <https://aspirelr.com.au/pages/privacy-policy> or upon request from us.
- 17.2 If you would like any further information about our privacy policies or practices, please contact us at 03 9820 1300 or at [sales@aspirelr.com.au](mailto:sales@aspirelr.com.au).
- 18 **Security of information**
- 18.1 Unfortunately, no data transmission over the internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit to us, including via our Website. Accordingly, any information which you transmit to us is transmitted strictly at your own risk. Without limiting the foregoing, once we receive your transmission, we will take reasonable steps to preserve the security of such information.
- 19 **Governing Law**
- 19.1 These Terms and your purchase of the products are governed by the laws of the State of Victoria, Australia. You irrevocably agree to submit to the exclusive jurisdiction of the Courts of or in Victoria, and Courts of Appeal therefrom.
- 20 **Amendment of Terms**
- 20.1 We reserve the right to amend these Terms from time to time. Amendments will be notified on the website.
- 21 **General**
- 21.1 We will not be liable for any failure or delay or default in performance of our obligations under these Terms if such failure or delay or default is caused by conditions beyond our control including but not limited to acts of God, government restrictions, internet availability or disruption, wars, insurrections, pandemics or epidemics and/or any other cause beyond the our reasonable control.
- 21.2 Any failure by a party to exercise any right under these Terms or any delay by a party in exercising a right under these Terms does not operate as a waiver. The single or partial exercise of any right under these Terms by that party does not preclude any other or further exercise of that or any other right by that party. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term of these Terms.
- 21.3 If any provision of these Terms is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from these Terms.
- 21.4 These Terms (and any terms and conditions applicable to Materials that you purchase or subscribe to) set out the entire agreement and understanding between you and us with respect to the subject matter of these Terms and supersedes all prior agreements, understandings and representation.