

End User Licence Agreement



Upon the purchase of any products sold on a licensed basis, the Purchaser agrees to the following End User Licence Agreement.

1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of Career Calling International Pty Ltd.
2. The resources are licensed to the Purchaser by Career Calling International Pty Ltd. Career Calling International Pty Ltd owns the resources, all of which is protected by the International Copyright and intellectual property laws. Career Calling International Pty Ltd retains full and complete title to the resources and all updates and subsequent copies of the resources regardless of the media or form in which the copies may exist, including copies made in violation of the terms of this License. The Purchaser is the individual, company, or organisation purchasing resources from Career Calling International Pty Ltd.
3. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Career Calling International Pty Ltd.
4. Career Calling International Pty Ltd has prepared these resources for the use of a particular education and/or training provider/personal and does not provide the right to resell or use these resources for other organisations and/or personnel.
5. By purchasing and/or using the resources, the Purchaser agrees to be bound by the terms and conditions of this agreement. The Purchaser is expected to read through the resources and customise the documents to suit its own RTO business requirements and assessment model.
6. The resources are not intended and are not designed nor represented or warranted by Career Calling International Pty Ltd to be used by the Purchaser as an 'off-the- shelf' resource automatically suitable for the Purchaser's RTO's business requirements.
7. Career Calling International Pty Ltd allows the Purchaser to vary, modify, amend, adapt and reproduce the documents comprising the resources both in printed and electronic format, subject to clause 1,2,3 above.

8. The resources are sold 'as is' and Career Calling International Pty Ltd cannot be held responsible for any audit outcome. However, Career Calling International Pty Ltd will provide rectification on audit outcomes. This applies only to audits conducted by an official registering body. Career Calling International Pty Ltd cannot guarantee resources that have been modified from their original format, as any changes may affect the overall design and integrity of the materials. For further information please refer to <https://caqaresources.com.au/pages/quality-assurance>.
9. Career Calling International Pty Ltd may terminate this licence and the rights granted under it by written notice with immediate effect if the Purchaser commits a breach of this licence and has not remedied that breach within 7 days of receipt of a notice from Career Calling International Pty Ltd requesting the breach to be remedied.
10. Upon payment of the resources, I (as the Licensee of the Package) acknowledge and accept the terms and conditions of this End User Licence Agreement.
11. In the event that a training package is superseded within three months from the purchase date, the purchaser will be entitled to a revised copy, free of charge, where the qualification is deemed equivalent.
If the qualification is deemed non-equivalent, the purchaser will receive a free copy of all units of competency deemed equivalent in the qualification. A discounted price will apply to any new units required.

CAQA Terms of Sale

- Materials supplied are on a "one-off" upfront payment model. Once you purchase the training resources, you won't have to pay other ongoing fees.
- The licence agreement is unrestricted. Once purchased, you're allowed to continually reproduce, edit, and use the material on an on-going basis.
- Training and assessment materials are editable so your RTO can modify, amend, and adapt these resources as you see fit.
- You may upload your training and assessment materials on your own Learning Management System (LMS) or send them out to students in any secure method.
- You're free to print your training materials for distribution to your students.
- CAQA Resources retains all intellectual property and related materials that are developed or produced. The title, copyright, intellectual property rights, and distribution rights of the CAQA Resources training and assessment materials will remain with the resource developer.
- These training and assessment resources were created for the use of education and /or training provider/personal.
- CAQA Resources does not provide the right to resell or use these resources for other organisations or personnel.
- RTOs are expected to customise the documents and adapt the materials to suit business requirements and assessment models.
- The RTO is responsible for ensuring that the training materials are contextualised and align with their Training and Assessment Strategy and other compliance documents.

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- The RTO is responsible for making sure their unit selection meets qualification or skillset packaging rules.

CAQA Rectification Assistance

- The price of these training materials includes a rectification assistance guarantee that applies only if training and assessment materials supplied in the form provided by CAQA Resources fail to comply with any regulatory requirements, you may reach out for rectification assistance for no charge.
- This rectification assistance only applies to audits conducted by an official registered body such as ASQA.
- Additional rectification assistance fees apply to training and assessment resources which have been found non-compliant after the original form has been modified.
- You must submit the audit report to [brand] as proof that the resources were found non-compliant. We will not be able to assist you without the official audit report. Submit the required documents as soon as possible to give us sufficient time to complete the rectifications.
- A minimum of 15 business days' notice is required to resource and complete updates to assessment tools.

Delivery Timeframes

- Once the order is confirmed, we will generate an invoice for the training resources requested.
- After payment is made, it may take up to 1-2 business days for funds to clear to our account and finance to verify receipt of payment.
- When payment is confirmed, we will confirm any remaining details required before delivery.
- We will send you a copy of the license agreement to sign within 1-2 business days.
- Once all required information and the signed license agreement has been received, we'll process the order and typically deliver materials within 1-3 business days (exception is pre-order products). Please refer to our website for more details regarding pre-order delivery timeframes.
- Your materials will be delivered in digital format via a secure document delivery service (Dropbox, Sharepoint or similar application)
- We work on a "first-come, first-served" basis to be fair to all our clients. Orders go into the delivery queue once payment and licensing have been finalised, and all required information received.
- Any delays to these steps by the client may result in longer delivery timeframes.

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Organisation Name	
Organisation Address	
Date	
Name (Please Print)	
Signature	
Product Code and Name	