
Terms and Conditions

Functional Nutrition
Academy Courses



FUNCTIONAL
NUTRITION
ACADEMY

The Holistic Approach

RTO Code 45366

Terms and Conditions

NutraChange Pty Ltd trading as Functional Nutrition Academy (FNA) is a Registered Training Organisation (RTO No.45366) providing accredited training in applied business practices and non-accredited training in nutrition and vitalistic health.

1. COURSE ENTRY REQUIREMENTS

1.1 Entry requirements for Functional Nutrition Academy (FNA) courses are listed below.

Entry Requirements

Non-Nationally Registered Training Courses

Introduction to Nutrition	NIL
Fundamentals of Functional Nutrition	NIL
Applied Functional Nutrition	Successful completion of <i>Fundamentals of Functional Nutrition</i>
Business Basics	NIL
Microbiome Course	Successful completion of <i>Applied Functional Nutrition</i>

Nationally Registered Courses

Applied Business Course	Year 12 completion or higher
-------------------------	------------------------------

2. PAYMENT

- 2.1 The *Introduction to Nutrition* and the *Microbiome* Courses accept payment in full. All other courses allow payment in full OR payment plan options.
- 2.2 See Schedule 1 for current Fees and Payment Plans.

3. COURSE ACCESS

- 3.1 The Functional Nutrition Academy Courses are conducted via our online e-learning platform. We provide access to the platform once you have completed the enrolment process. Learners must be computer literate and have access to the following computer hardware and software to successfully complete any Functional Nutrition Academy Course:
- Ability to use web browsers (e.g. Internet Explorer, Chrome, Mozilla Firefox).
 - Ability to download files from the Internet.
 - Be familiar with web-based email.
 - Have the ability to send and receive files.
- 3.2 Each Module comprises both lessons, online assessments and in some courses, you may be asked to complete practical assessments. You are responsible for completing all lessons and assessments for each Module.
- 3.3 Upon your successful completion of a Module, the subsequent Module will be released to you to continue your studies.
- 3.4 The Fundamentals of Functional Nutrition and the Applied Functional Nutrition

Courses each have twelve (12) month online access; Business Basics Course has (6) Month Online access. Microbiome Course has twelve (12) months access. The Applied Business Course has twelve (12) month online access, although learners may progress through the course in a shorter time. Access to the courses will expire after this date from log-in, unless an extension is granted prior to this date.

- 3.5 Extensions are available if you cannot complete the course/s in the allowed time - 3 months for \$250 or 6 months for \$500

4. COURSE MATERIALS

- 4.1 All learning materials required for the Functional Nutrition Academy Courses will be supplied to you in electronic form via our e-learning platform. You will be advised of additional text books or other material that are required or recommended for purchase.

5. FORMATION OF BINDING ENROLMENT AGREEMENT

- 5.1 Once your signed Enrolment Form has been:
- a) submitted by you online, and
 - b) accepted by our Administration Officer;
- you will be deemed to have accepted, and be bound by:
- c) these Terms and Conditions; and
 - d) the terms of payment in which you have elected to pay the Course Fee under clause 2.2.

6. REFUNDS

- 6.1 The Course fees paid are non-refundable; unless evidence for special circumstances is provided to Functional Nutrition Academy and a refund is agreed to be made at the Education Coordinator's discretion.
- 6.2 Refunds will only be offered for the modules that have not been accessed by you, with consideration to the time that you have been enrolled into the course. No refund will be available for the Modules that have been accessed or partially completed. No refunds are considered after six months of commencement.
- 6.3 In the event that Functional Nutrition Academy is unable to deliver a course, learners will be offered a partial refund calculated by the training received to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, another course may be offered by Functional Nutrition Academy.

7. TRANSFER

- 7.1 The Functional Nutrition Courses are not transferable.

8. COMPLAINTS and APPEALS POLICY

- 8.1 If you have a complaint or appeal, you are able to contact the Education Coordinator on admin@fn.academy. All complaints and appeals will be treated with confidentiality and will not be detrimental to the learner initiating the grievance or complaint. Refer to the Functional Nutrition Academy Learner Handbook for more details.

9. ACCESS, EQUALITY AND ANTI-DISCRIMINATION

- 9.1 Functional Nutrition Academy is committed to integrating access and equality principles within all services that it provides to its learners.
- 9.2 If you feel you have been discriminated against, you are able to contact the Education Coordinator on admin@fn.academy.

10. LINKED WEBSITES

- 10.1 The Functional Nutrition Academy website and education platform may contain links to other websites (linked websites). Those links are provided for convenience only and may not remain current or be maintained. Functional Nutrition Academy is not responsible for the content or privacy practices associated with the linked websites. Functional Nutrition Academy linked websites should not be interpreted as an endorsement, approval or recommendation by Functional Nutrition Academy of the owners or operators of those linked websites, or of any products, information, graphics, materials or services referred to or contained on those linked websites, unless stipulated otherwise by Functional Nutrition Academy.

11. CERTIFICATION AND ACADEMIC TRANSCRIPTS

- 11.1 A certificate of completion (non-accredited courses), Statement of Attainment or Qualification (accredited courses) will be forwarded to you upon the successful completion of the Functional Nutrition Academy Course.

12. RESTRICTED USE

- 12.1 Unless Functional Nutrition Academy agrees otherwise in writing, the online access granted to you and the materials provided to you to complete a Functional Nutrition Academy Course are intended for your personal use only. You are authorised to print a copy of any information contained in the Functional Nutrition Academy Courses unless such printing is expressly prohibited. Without limitation the foregoing, you may not without our permission on sell or share the information obtained via the Functional Nutrition Academy Courses.

13. LIABILITY

- 13.1 Any rights and/or remedies which are conferred by law, and cannot be excluded, but can be restricted or modified, including but not limited to the Competition and

Consumers Act 2010 (CTH) and the Australian Consumer Law, these terms and conditions do not operate to exclude those rights and remedies, however, to the extent that those rights and remedies can be restricted or modified, these terms and conditions will restrict or modify them to the extent that is lawfully permitted.

- 13.2 Notwithstanding any clause in these terms and conditions, and to the extent permitted by law, the maximum liability which Functional Nutrition Academy will be liable for is the amount of the Course Fee (excluding GST) relating to the modules which have not been completed by the learner.

14. INDEMNITY AND WARRANTIES

- 14.1 You agree to indemnify and keep indemnified Functional Nutrition Academy in respect of all legal proceedings, claims, demands, liabilities, damages, losses, expenses, charges and/or costs however arising which may be incurred by Functional Nutrition Academy in connection with:
- a) your breaches of these terms and conditions;
 - b) your failure to pay any relevant fees (including but not limited to taxes, duties, levies or GST); and
 - c) any misleading statement or omission by you or your agent, officer or employee in relation to these terms and conditions.
 - d) that you hold legal and beneficial ownership of the commodity;
- 14.2 Neither Functional Nutrition Academy, nor its directors, employees, trainers, assessors and consultants shall be liable for any and all demands, claims, actions or suits that may be asserted against you by a third parties by reason of your use of any information, instruction or materials provided as part of our courses, products, webinars or seminars, whether or not caused by any negligent act or omission. Functional Nutrition Academy provides instruction or materials on the understanding that course users exercise their own skill and care with respect to its use. Before imparting any information derived from the FN Academy courses/instructions/materials to a third party/parties, users must carefully evaluate the accuracy, completeness and relevance of the information for their purposes and if unsure, obtain appropriate advice or confirmation from Functional Nutrition Academy.

15. RECORD KEEPING AND PRIVACY

- 15.1 As a participant in the Functional Nutrition Academy Courses we will be retaining personal details and records that you have provided to us in relation to your participation in the Functional Nutrition Academy Courses. These records will include:
- a) Learner Enrolment Form;
 - b) Information relevant to financial transactions;

- c) Certification – copies of certificates;
- d) Record of the Course commencement and completion dates;
- e) Assessments completed and assessment results;
- f) Assessor notes of learner outcomes for each module;
- g) Communications with learners that may impact on the outcome of assessments or learner participation in training or assessment;
- h) Moderation, validation and continuous improvement records for assessment, training and delivery; and
- i) Organisational documentation regarding compliance with Functional Nutrition Academy's accrediting organisations.

15.2 These records will be used for the primary purpose of delivering the Functional Nutrition Academy Courses. This may involve the following related purposes:

- a) Administrating the Functional Nutrition Academy Courses, you are enrolled in;
- b) Ensuring you have a Unique Student Identifier (USI) at time of enrolment
- c) To correspond with you;
- d) To inform you about your program and other Functional Nutrition Academy programs/events;
- e) Issuing certificates, qualifications and statements of attainment;
- f) Processing financial transactions, providing refunds and other financial dealings with learners;
- g) To facilitate and enable opportunities in the Functional Nutrition Academy community engagement, work-integrated learning activities and learner-to-learner learning;
- h) To contact you for the purpose of seeking your feedback in relation to benchmarking, analyses, quality assurance and planning activities;
- i) Collecting feedback, opportunity for improvement and other feedback on the operation of the Functional Nutrition Academy Courses;
- j) Taking action to address feedback and complaints on the delivery of the Functional Nutrition Academy Courses and other operational matters;
- k) Meeting legislative requirements; and
- l) To use the information as otherwise permitted by the privacy laws.

15.3 We will ensure that all of these records are stored securely in an electronic format and in some cases, hard copy. We will carry out our processes to maintain records that are:

- a) accurate, complete and up to date;
- b) protected from misuse, loss, unauthorized access, modification or disclosure; and
- c) destroyed or de-identified when and as required by internal procedures and relevant external legislation.

- 15.4 All records will also be kept in a manner that will ensure privacy of your information. Functional Nutrition Academy will not distribute any information about any learner to others unless with written approval from the learner concerned. The learners' privacy will be protected at all times. All learner files are confidential and for use within the organisation only.
- 15.5 The information collected may be disclosed to the following types of organisations:
- a) government departments such as the Australian Taxation Office;
 - b) external organisations such as National Centre for Vocational Education Research (NCVER)*, and professional bodies (e.g. Australian Skills Quality Authority) involved in quality assurance and accrediting Functional Nutrition Academy Courses;
 - c) Functional Nutrition Academy associated entities;
 - d) Contracted service providers which Functional Nutrition Academy uses to perform services on its behalf (such as recruitment and course administration, financial institutions, marketing, logistics and IT service providers). Some of our service providers are located outside of Queensland and/or Australia and, as a result, personal information collected and held by Functional Nutrition Academy may be transferred outside of Queensland (but within Australia) or outside Australia;
 - e) Functional Nutrition Academy's legal advisers or other professional advisers and consultants engaged by the organisation; and
 - f) In the event of an emergency, police, medical or hospital personnel, civil emergency services, your legal representative or nominated emergency contact person, or other person assessed as necessary to respond to the emergency.
- 15.6 Should you wish to access your own information at any time, please provide your request in writing to the Education Coordinator on email at admin@fn.academy and allow for one week's notice for your request to be actioned.
- *15.7 Personal information disclosed to NCVER may be used or disclosed for the following purposes:
- issuing statements of attainment or qualification, and populating authenticated VET transcripts;
 - facilitating statistics and research relating to education, including surveys;
 - understanding how the VET market operates, for policy, workforce planning and consumer information; and
 - administering VET, including program administration, regulation, monitoring and evaluation

16. MISCELLANEOUS

16.1 Time of the essence

Time is of the essence in respect to the parties' obligations under these terms and conditions unless otherwise is agreed to.

16.2 Assignment

A party may only assign these terms and conditions or a right under these terms and conditions with the consent of the other party.

16.3 Entire agreement

These terms and conditions embody the entire agreement between you and Functional Nutrition Academy.

16.4 Governing law and jurisdiction

Queensland law governs these terms and conditions.

16.5 Severability

a. A clause or part of a clause of these terms and conditions that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause in this document will continue in force.

b. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of these terms and conditions will not be affected.

16.6 Notice

Any notice or instruction under these terms and conditions can be made via email to the email you have provided to Functional Nutrition Academy and vice versa with the email that Functional Nutrition Academy has provided to you.

16.7 Relationship of the parties

You acknowledge that these terms and conditions do not create any relationship of trust or partnership between you and Functional Nutrition Academy.

16.8 Cessation of Trading as an RTO

If Functional Nutrition Academy ceases to operate as a registered training organisation, it will, within 30 days of ceasing, forward all learner results, including learner records (name, address and any identifier, such as date of birth) to the relevant Government authority. Details of qualification/statements of attainment issued to learners, and a list of the competencies/modules achieved for each learner, must be included. Existing and continuing learners may be transferred to a substitute RTO to continue studying. FNA will seek to minimise disruption to learners so they are not unduly disadvantaged if this situation did eventuate.

17. DEFINITIONS

Functional Nutrition Academy means NutraChange Pty Ltd ACN 619 104 139 trading as Functional Nutrition Academy ABN 71 619 104 139.

Functional Nutrition Academy Courses means the nutrition and business courses conducted by Functional Nutrition Academy.

Education Coordinator means the education coordinator for the time being of Functional Nutrition Academy.

Enrolment Form means the enrolment form submitted by you online.

GST means a tax imposed or assessed under GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended) and all related legislation.

Modules means the modules of the Functional Nutrition Academy Courses outlined on the Functional Nutrition Academy website <https://fn.academy/course/>

You, your means the learner who has applied for and been accepted by Functional Nutrition Academy into the Functional Nutrition Academy Courses on these Terms and Conditions

SCHEDULE 1 Fees and Payment Plans

Full Course Fees as at June 2018 (see Functional Nutrition Academy website for any special rates)

Pack- age	Course	RRP (Recommended Retail Price)	Payment Plan
1	Fundamentals of Functional Nutrition	\$1997	\$2100 (Non-refundable \$500 deposit then 5 x \$320 monthly payments)
2	Fundamentals of Functional Nutrition & Applied Functional Nutrition	\$3994	\$4200 (Non-refundable \$500 deposit then 10 x \$370 monthly payments)
3	Fundamentals of Functional Nutrition, Applied Functional Nutrition & Business Basics	\$5991	\$6110 (Non-refundable \$500 deposit then 11 x \$510 monthly payments)
	Introduction to Nutrition Course	\$197	Paid in Full prior to Commencement
	Microbiome Course (Functional Nutrition Academy Graduate Fee)	\$ 1497 (\$ 697)	Paid in Full prior to Commencement
	Applied Business Course	\$2997	\$1000 deposit; \$1000 (after completed Module 2) & \$997 (after completed Module 4)
	Applied Business Course Functional Nutrition Academy Graduate Fee	\$2697	\$1000 (\$500 non-refundable); \$1000 (after completed Module 2) & \$697 (after completed Module 4)

Document Version Control

Review of Terms and Conditions

Version Control		
Terms and Conditions version number	Version number of last approved Document (where applicable)	Current V.4
	Version number for this document	NEW V.5
Amendments	<ol style="list-style-type: none"> 1. Compliance with <i>Standards for Registered Training Organisations, 2015</i> 2. Strengthening Indemnity Clauses 3. Current Fees Schedule 	

Approval			
FNA CEO Name	Howard O'Meara		
FNA CEO Signature	<i>Signed and Sighted</i>	Date	9 August 2018