

This is an online/clickwrap agreement (***Agreement***) between Griffith University through the Centre for Investigative Interviewing (ABN 78 106 094 461) and You.

You are over 18 years old. THE COURSE CONTAINS CONFRONTING MATERIAL AND IS NOT SUITABLE FOR PEOPLE UNDER THE AGE OF 18.

You acknowledge that this Agreement needs to be read alongside the online order form or invoice (that was either electronically displayed to You OR provided to You in hardcopy format before being provided with this Agreement). Specifically, the online order form and/or invoice uses the following definitions which are referenced in this Agreement:

* The ‘Course’ is the educational Centre for Investigative Interviewing course that Griffith University will deliver to You under this Agreement. The Course will either be a) *‘Specialist Vulnerable Witness Forensic Interview Training’;* b) *‘Effective Questioning Styles to Enhance Children’s Narrative Competence (short course);* c) *‘Effectively Questioning Children and Youth About Their Experiences (long course’;* d) *‘Communicating with Vulnerable People in the Legal Setting’;* e) *‘Investigative Interviewing in the Aged Care Context’;* f) *‘A Cognitive Approach to Credibility Assessment Training’,* g) *‘Training on Forensic Interviewing of Children’* or h) *‘Interviewing Adults in Medical and Forensic Settings: Best Practice Information Gathering’.*
* The ‘Fee’ is the GST exclusive fee that You pay Griffith University to deliver the Course under this Agreement.

You can access this Centre for Investigative Interviewing Course PROVIDED You agree to the following terms and conditions:

**TERMS AND CONDITIONS**:

Delivery of Course

In return for You paying Griffith University the Fee, Griffith University agrees to deliver the Course material to You:

* through an online format only;
* on an “as-is” basis.

Course-materials

Copyright and all other intellectual property rights in Course-materials are owned or licensed by Griffith University.

You can ONLY USE the Course materials to undertake the Course.

You are NOT permitted to provide the Course materials to any other person.

Liability

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS SET OUT IN THIS AGREEMENT, GRIFFITH UNIVERSITY EXCLUDES ALL TERMS, CONDITIONS, WARRANTIES, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THE DELIVERY OF THE COURSE AND/OR THIS AGREEMENT. TO THE EXTENT THAT GRIFFITH UNIVERSITY IS LIABLE TO YOU UNDER THIS AGREEMENT, GRIFFITH UNIVERSITY’S LIABILITY IS CAPPED AT $100. TO AVOID ANY DOUBT, GRIFFITH UNIVERSITY IS NOT LIABLE FOR LOSS OF PROFIT, REVENUE, GOODWILL OR BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION AND ANY INDIRECT OR CONSEQUENTIAL LOSS SUFFERED BY YOU PURSUANT TO THIS AGREEMENT.

You are responsible for Your failure to abide by the terms of this Agreement. To the extent that Griffith University suffers any loss, damage or costs pursuant to such failure, You agree to indemnify Griffith University for such loss, damage or cost.

Griffith University offers no assurances that You will obtain a particular result or benefit from completing the Course. To avoid any doubt, Your completion of the Course will not confer on You any academic qualification.

General

This Agreement is governed in accordance with the laws of the State of Queensland, Australia. The parties submit unconditionally to the exclusive jurisdiction of the Courts of Queensland.

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

This Agreement constitutes the entire agreement between the parties and supersedes all previous written and oral agreements and understandings reached by the parties regarding the delivery of the Course.

This Agreement was originally written in English. Any inconsistency between this Agreement as expressed in English and any other language shall, to the full extent permitted by applicable law, be resolved by reference to the English version.

You have read, understood and AGREE to the above terms and conditions