



High Emotional Intelligence

High EQ

Terms and Conditions

2017

## Table of Contents

1. Terms and Conditions of Website Use	4
1.1. Part 1 – Our Personal Information Handling Practices	7
1.1.1. Collecting Information	7
1.1.2. Holding and Use of Information	8
1.1.3. Access and Correction of Information	10
1.1.4. Access charges	11
1.1.5. Refusal to give access	11
1.2. Part 2 – Files	12
1.2.1. Student Files	12
1.2.2. Collection	12
1.2.3. Use and Disclosure	13
1.2.4. Data quality	13
1.2.5. Data security	13
1.2.6. Contact Lists	14
1.2.7. Collection	14
1.2.8. Use and Disclosure	14
1.2.9. Data quality	14
1.2.10. Data security	14
1.2.11. Use and Disclosure	15
1.2.12. Data quality	15
1.2.13. Data security	15
1.3. Part 3 – Online	16
1.3.1. Collection	16
1.3.2. Cookies	17
1.3.3. Use and Disclosure	17
1.3.4. Data quality	17
1.3.5. Data security	17
2. Terms and Conditions of Payment of Course Fees	19
2.1. Academic Fees	19
2.2. Payments	19
2.3. Refund Policy	19
2.4. Withdrawal from Course	20
2.4.1. Withdrawal on or before Census Date, or the Second Lesson	20

2.4.2. Withdrawal after the Census Date, or the Second Lesson	20
2.5. Census Date	20

## High Emotional Intelligence (High EQ)

### 1. Terms and Conditions of Website Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which, together with our Privacy Policy, governs the “*High Emotional Intelligence*” relationship with you in relation to this website.

The term “*High Emotional Intelligence*” or “*High Emotional Quotient*” or “*High EQ*” or “us” or “we” refers to the owner of the website whose registered office is PO Box 2290, Malaga WA 6944, Australia. *High EQ* is the registered business (and trading name) whose owner is the company *Apostolic Churches Alliance Inc.* High EQ is registered for GST and its ABN is 37 290 768 396.

The term “you” refers to you the “the student” or “user.” The use of this website is subject to the following terms of use:

1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
2. Neither we, nor any third parties, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
3. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
4. This website contains material which is owned by or licensed to *High EQ*. This material includes, but is not limited to, the design, layout, look, appearance, documents, sermons, messages, PowerPoint slides, videos, media, YouTube media and graphics.
5. Reproduction of this material is prohibited, other than in accordance with the copyright notice, which forms part of these terms and conditions.

6. Permission is granted to the student to use and copy such materials for the purposes of their own learning, edification and growth.
7. Sale of the whole or part of these materials is expressly prohibited.
8. All trade marks reproduced in this website, which are not the property of or licensed to the operator, are acknowledged on the website.
9. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
10. You may not create a link to this website from another website or document without *High EQ*'s prior written consent.
11. Your use of this website, and any dispute arising out of such use of the website, is subject to the laws of the Commonwealth of Australia.

# High Emotional Intelligence or High EQ<sup>1</sup>

## Terms and Conditions of Website Use

These Terms and Conditions of Website Use incorporate the Privacy Amendment (Enhancing Privacy Protection) Act 2012 amending the Privacy Act 1988.

**Part 1 – Personal Information Handling Practices** explains our general information handling practices across the High EQ website and corporate information drives. We have included information about how we collect, use, disclose and store your personal information.

**Part 2 – Files** explains our personal information physical file handling practices.

**Part 3 – Online** explains our personal information handling practices when you visit our websites.

### How to contact us

For further information please contact us as follows:

**Email:** [mail@eq.org.au](mailto:mail@eq.org.au)

High EQ

**Address:** 154 Balcatta Road

Balcatta WA 6021

Australia

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<sup>1</sup> High EQ is a registered trading name of the Apostolic Churches Alliance Inc.

## 1.1. Part 1 – Our Personal Information Handling Practices

This privacy policy sets out how we comply with our obligations under the Privacy Act 1988 (Privacy Act) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012. The policy is regularly reviewed to provide for new and revised legislation, changes in technology, and changes in systems and processes within High EQ driven by changes in the environment in which High EQ operates. High EQ is committed to ensuring personal information is managed in an open and transparent way in accordance with the Australian Privacy Principles. High EQ will take all reasonable steps in the circumstances to implement practices, procedures and systems relating to our activities that will ensure that we comply with the Australian Privacy Principles.

A copy of this policy is available on our website at <http://eq.org.au> or is available upon reasonable request in an alternative form.

### 1.1.1. Collecting Information

1. High EQ collects personal information, including sensitive information about students before, during, and following the course of the student's enrolment.
2. The primary purpose for collecting this information is for assessment of enrolment, provision of student services and health and safety.
3. High EQ collects personal information from people, including students and alumni, attending our conferences, fundraising events and other events. The primary purpose of collecting this information is to enable High EQ to enrol participants in a conference / event, and / or to raise funds.
4. High EQ collects personal information from our customers during the course of their purchase of our goods and services. The primary purpose for collecting this information is for fulfilment of the purchase request, and /or provision of services.
5. High EQ collects personal information from job applicants and existing employees and volunteers in order to assess (and potentially) engage, administer, and manage the applicant, employee, contractor, or volunteer.
6. Some of the information we collect is to satisfy High EQ's legal obligations, particularly to enable the High EQ to discharge its duty of care.

7. Certain laws governing or relating to the operation of High EQ requires that certain information is collected, including public health laws.
8. Information may be collected by way of telephone calls, email, letters, hard copy forms, advertising requests, online forms, third party booking facilities (such as Eventbrite), purchase orders, face to face meetings, and interviews.

#### 1.1.2. Holding and Use of Information

1. Information collected is stored in a variety of ways. Sensitive credit card or bank account information required for the completion of purchase transactions is not held by High EQ but passes directly through payment gateways to our bank to enable the purchase transaction to be processed. Other student, employee, and third party information is held in our electronic databases, which are hosted on our secure servers, or if physical records are held within our locked cabinets and premises.
2. If you use Eventbrite or other third party booking facility service to book into one of our events you are deemed to be familiar with and consent to their Privacy Policy.
3. Student information is collected and retained for communication and reporting purposes, enrolment assessment and schooling for potential and current students, and the provision of student activities, services and care to our current students and alumni.
4. On occasions, information such as academic achievement, student activities, photographs and other news is published (from time to time) in High EQ publications and social media forums, magazines, promotional and appeal material and on our web and intranet sites. If you do not agree to this, it is your responsibility to advise us.
5. Information collected, including contact details, will only be used by High EQ and not divulged to third parties except: High EQ is unlikely to disclose personal information to overseas recipients, other than for student reference, medical and dietary guidance, and for potential employee or employee references.

1. When compulsory notification is required by government departments;  
or
2. When compulsory notification is required by law; or
3. When the potential student, current student, or graduate student consents  
(or unless the student would reasonably expect that the information  
collected would be used in this way by High EQ).
6. From time to time, High EQ engages in fundraising activities. Information  
received from you may be used to make an appeal to you and market the  
organisation and its plans, events, and activities. We will not disclose your  
information to third parties, unless required by law, or to resolve a problem with  
a financial institution in respect of a donor's donation transaction. This may  
include anonymous donations where there is a need to trace transaction details in  
the unlikely event that High EQ needs to resolve a problem for the processing of  
that anonymous donation.
7. From time to time, High EQ may obtain information from third parties about an  
individual, to be used as a reference for enrolment and/or accommodation  
assessment or to be used for an employment related purpose.
8. From time to time, High EQ may provide information to a third party relating to  
an accommodation or employment reference including insurance.
9. From time to time, High EQ may provide information to a third party relating to  
working with children clearance checks required for the person to participate in  
High EQ activities.
10. From time to time, High EQ may provide information to a third party in respect  
of a financial transaction for the purchase of goods and services by you, to  
ensure the efficient resolution and processing of your transaction and provide  
you with the goods and services you have purchased as soon as possible.
11. Adult student photos may be used in a student handbook/directory/High EQ  
social media forum. If you do not agree to this, it is your responsibility to advise  
us. At no time will photos be used where the student is under 18 years of age  
without the combined prior permission of the parent/guardian and consent of the

student. Protection of minors is paramount to the business of High EQ.

### 1.1.3. Access and Correction of Information

People (students and/or their parent/guardian) may seek access to personal information collected about them by contacting the High EQ via email at [mail@eq.org.au](mailto:mail@eq.org.au). High EQ appreciates your right to access, update and correct your personal information collected by us, in order to ensure we are providing you with the information and services you require, other than if access to the personal information by High EQ is:

1. Reasonably believed by High EQ to pose a serious threat to the life, health or safety of any individual, or to public health or public safety; or
2. Giving access would have an unreasonable impact on the privacy of other individuals; or
3. The request for access is frivolous or vexatious; or
4. The information relates to existing or anticipated legal proceedings between High EQ and the individual, and would not be accessible by the process of discovery in those proceedings; or
5. Giving access would reveal the intentions of the entity in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
6. Giving access would be unlawful; or
7. Denying access is required or authorised by or under an Australian law or a court/tribunal order; or
8. Both of the following apply:
  - a. High EQ has reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to the entity's functions or activities has been, is being, or may be engaged in;
  - b. Giving access would be likely to prejudice the taking of appropriate action in relation to the matter; or
9. Giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or

10. Giving access would reveal evaluative information generated within the entity in connection with a commercially sensitive decision-making process.

Dealing with requests for information: High EQ will

- Respond to the request for access to the personal information within a reasonable period after the request is made; and
- Give access to the information in the manner requested by the individual, if it is reasonable and practicable to do so.

Other means of access: If High EQ refuses:

- To give access to the personal information because of an exception above; or
- To give access in the manner requested by the individual;

High EQ will take such steps (if any) as are reasonable in the circumstances to give access in a way that meets the needs of High EQ and the individual. Without limiting the subclause above, access may be given through the use of a mutually agreed intermediary.

#### 1.1.4. Access charges

High EQ will not charge you for making a request for access to personal information. A reasonable charge may be made by High EQ for giving access to the personal information if they choose to do so.

#### 1.1.5. Refusal to give access

If High EQ refuses to give access to the personal information by reason of one of the exceptions listed above, or to give access in the manner requested by the individual, High EQ will give the individual a written notice that sets out:

1. The reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
2. The mechanisms available to complain about the refusal; and
3. Any other matter prescribed by the regulations.

If High EQ refuses to give access to the personal information because of paragraph number 10 above, the reasons for the refusal may include an explanation for the commercially sensitive decision.

## 1.2. Part 2 – Files

### 1.2.1. Student Files

The purpose of our student academic files (electronic and physical) is to store student related data and information, correspondence, working papers and other documents that relate to our functions to:

- Provide advice and guidance to potential students;
- Provide advice and guidance to existing students;
- Manage application information, including references;
- Store enrolment related information;
- Management and administration of educational classes, tuition within and outside of our campuses.
- Store academic record and graduation related information and correspondence required by educational accrediting bodies;
- Provision of student services, including residential accommodation;
- Administration and management of financial record processed relevant to potential and existing students;
- Emergency contact directions.

### 1.2.2. Collection

We collect personal information in our student files directly from individuals or their referees, or from publicly available sources such as websites, social media, or telephone directories.

### 1.2.3. Use and Disclosure

Personal information in student files is only used for the purpose of administering and managing the education of our students or potential students, and their networking as alumni and supporters of High EQ, or in exercising our statutory functions to relevant authorities.

The personal information on our files and databases is not disclosed to third parties without consent unless the individual would reasonably expect, or has been told, that information of that kind is usually passed to those organisations or individuals, or the disclosure is otherwise required or authorised by law.

### 1.2.4. Data quality

High EQ maintains and updates personal information in our files as necessary or when we are advised by individuals that their personal information has changed. We will manually update your personal information when you advise us, if a self-service online option isn't available.

### 1.2.5. Data security

Files are stored in either password protected electronic media or in locked storage areas in paper form. When no longer required, personal information held in files is destroyed / deleted in a secure manner.

The following staff members (and staff members fulfilling these roles in an acting capacity) have access to files on a need to know basis:

- High EQ Principal
- High EQ Coaches and Assistant Coaches
- High EQ Accountant
- High EQ IT staff
- Records management administrators

#### 1.2.6. Contact Lists

We maintain contact lists and databases which include information about individuals, organisations, and suppliers. We use these contact lists to distribute information about our activities and events, and to manage our relationships with these parties.

#### 1.2.7. Collection

We collect personal information directly from individuals, organisations, and suppliers or from publicly available sources such as websites, social media, or telephone directories.

#### 1.2.8. Use and Disclosure

We only use personal information in contact lists for the purpose of managing our stakeholder relations.

#### 1.2.9. Data quality

High EQ maintains and updates personal information in our files as necessary or when we are advised by individuals that their personal information has changed, and a self-service online updating option isn't available. We also regularly audit contact lists to check the currency of contact information. We will remove / modify contact information of individuals who advise us that they no longer wish to be contacted, or only wish to be contacted via a particular method of communication.

#### 1.2.10. Data security

Files are stored in either password protected electronic media or in locked storage areas in paper form. When no longer required, personal information held in files is destroyed / deleted in a secure manner.

Routine access to contacts lists is limited to the database administrators who have responsibility for maintaining the contacts lists. Other staff members have access to the personal information in contacts on a need to know basis.

#### 1.2.11. Use and Disclosure

Personal information in personnel files is only used for the purpose of maintaining current student and staff data and information for business and employment related purposes. We only use personal information in applicant files for the purpose of assessing and processing applications for employment. We don't give personal information held in these files to other organisations or other third parties without consent, unless the individual would reasonably expect or has been told that information of that kind is usually passed on to organisations or individuals, or else this disclosure is otherwise required or authorised by law.

#### 1.2.12. Data quality

High EQ maintains and updates personal information in our personnel and applicant files as necessary, or when individuals advise us that their personal information has changed.

#### 1.2.13. Data security

Files are stored in either password protected electronic media or in locked storage areas in paper form. When no longer required, personal information held in files is destroyed / deleted in a secure manner.

Personnel files are stored in locked cabinets in paper form. Previous employee files are archived in boxes and stored in a locked storage area. Personal information relating to payroll is stored in a locked storage area.

Applicant files are filed and stored on password protected electronic media, and the paper form locked in storage areas. These paper files are stored for seven years and then destroyed in a secure manner or deleted.

The following staff members have access to personnel and applicant files on a need to know basis:

- High EQ Principal
- High EQ Coaches and Assistant Coaches
- High EQ Accountant

- High EQ IT staff
- Records management administrators

### 1.3. Part 3 – Online

#### 1.3.1. Collection

It is our usual practice to collect information about all visitors to our online resources. Sometimes we use third party platforms to deliver information (e.g., library services; social media sites). These are sites hosted and managed by organisations other than High EQ. Before deciding if you want to contribute to any third party site you should read their privacy policy.

There are several methods we use to collect visitor behaviours on our online platforms. We use Google Analytics on our website(s). Information and data collected through Google Analytics is stored by Google on its servers. You can opt out of the collection of information via Google Analytics by downloading the Google Analytics Opt out browser at <http://www.google.com>

When you visit any of our online resources, our metric tools may collect the following information about your visit for statistical purposes:

- Server address
- The date and time of your visit to the site
- The pages you accessed and documents downloaded during your visit
- The type of browser used

We record this data to maintain our server and to improve the services we provide. We don't use this information to personally identify anyone, except in the case of malicious use.

If you are creating a user account or making a purchase, donation or conference registration on our website, we will collect the following information:

- Name
- Email
- Hashed Password
- Any further contact details you provide, including address or phone
- Any further personal information you provide

Please note that full sensitive credit card or bank account information required for the completion of purchase transactions will not be stored with High EQ.

#### 1.3.2. Cookies

Most of our online platforms use sessions and cookies. The core functionality on these platforms will be largely unaffected if you disable cookies in your browser but you may be unable to access some advanced functions.

#### 1.3.3. Use and Disclosure

We do not give personal information collected online to other organisations or anyone else without consent unless the individual would reasonably expect, or has been told, that information of that kind is usually passed to those organisations or individuals, or the disclosure is otherwise required or authorised by law.

#### 1.3.4. Data quality

High EQ will delete or correct any personal information that we hold about you on request.

If you are on one of our automated email lists, you may opt out of further contact from us by clicking the 'unsubscribe' link at the bottom of the email.

#### 1.3.5. Data security

There are inherent risks in transmitting information across the internet. We do provide HTTPS encrypted connections for our online platforms where you are asked to enter personal information.

We don't have the ability to control the security of information collected and stored on third party platforms that you may access through our website, including payment gateways and social media sites. In relation to our own servers, we take all reasonable steps to manage data stored on our servers to ensure data security, including but not limited to:

- Physical security of onsite servers
- Server monitoring
- Secure storage of access passwords
- Security protocols to mitigate threat of brute-force attacks on access to servers.
- Hashing of user passwords

## 2. Terms and Conditions of Payment of Course Fees

The fee structures are applicable for 2017 only and may change annually. However, once a student/parent/guardian has pre-paid for the course, the course fees will not be altered for the duration of the course paid for. If a student pays by term, then High EQ reserves the right to increase fees for the following year or term.

### 2.1. Academic Fees

Please note that High EQ fees cover the cost of tuition and access to all relevant course information through the High EQ coaching program. These fees include digitally scanned books available for student use and materials printed which belong to High EQ.

### 2.2. Payments

Payment is required prior to the beginning of each term. For Life EQ full payment is made upfront. For Teens EQ a full term's payment must be made prior to commencement of classes. Payments will be automatically made through the payment gateways on the following dates for Teens EQ.:

Term	Payment Due Date	Classes Start	Payment
Term 1	On Sign Up by 20 <sup>th</sup> Feb, 2017	20 <sup>th</sup> February 2017	\$720
Term 2	6 <sup>th</sup> April 2017	24 <sup>th</sup> April 2017	\$720
Term 3	1 <sup>st</sup> June 2017	17 <sup>th</sup> July 2017	\$720
Term 4	24 <sup>th</sup> August 2017	28 <sup>th</sup> August 2017	\$720

### 2.3. Refund Policy

The refund policy of High EQ is listed below and applies to all courses and programs provided by High EQ. Applications for refund must be in writing and will be processed using the date the letter is received by the Principal. Verbal notifications are considered invalid notifications and will be ignored.

*High Emotional Intelligence* ("High EQ") agrees to abide by the Refund of Fees Policy as set out below. This agreement does not remove the right of the student/parent/

guardian to take further action under Australia's consumer protection laws.

This policy applies to all *High Emotional Intelligence* programs and Australian citizens, permanent residents, permanent humanitarian visa holders and New Zealand citizens.

## 2.4. Withdrawal from Course

### 2.4.1. Withdrawal on or before Census Date, or the Second Lesson

If a Teens EQ student/parent/guardian within the scope of this policy advises the Principal of High EQ in writing that they wish to withdraw on or before the census date (24<sup>th</sup> February 2017), the full amount of the fee paid in advance will be refunded to the student. The refund will be sent by post, within ten working days, to the last address the student supplied to the Principal of High EQ.

If a Life EQ student within the scope of this policy advises the Principal of High EQ in writing that they wish to withdraw before the second lesson, 80% of the amount will be refunded to the student. The refund will be sent by post, within ten working days, to the last address the student supplied to the Principal of High EQ.

### 2.4.2. Withdrawal after the Census Date, or the Second Lesson

If a High EQ student/parent/guardian within the scope of this policy advises the Principal of High EQ in writing that they wish to withdraw after the census date, the student/parent/ guardian is not entitled to any refund of tuition fees paid in advance.

If a Life EQ within the scope of this policy advises the Principal of High EQ in writing that they wish to withdraw after the second lesson, the student is not entitled to any refund of tuition fees paid in advance.

## 2.5. Census Date

A census date is set for all Teens EQ programs delivered by High EQ and is published below.

- i. Students need to apply in writing to withdraw from any units of study.
- ii. This agreement and availability of complaints and appeals processes do not remove the right to take action under Australia's consumer protection laws.

For the 2017 academic study year, the census date is **24<sup>th</sup> February 2017**.