

## Terms and Conditions for Training Courses

### 1. Definitions

In these terms and conditions:

**AEMO** means Australian Energy Market Operator Limited ABN 94 072 010 327.

**Consumer Guarantee** means a consumer guarantee set out in Division 1 of Part 3-2 of the Australian Consumer Law.

**Contract** means the agreement between AEMO and you that is formed when AEMO accepts an Order you have submitted. Its terms and conditions are comprised of this document and the Order.

**Information** means any documents, materials or information supplied during a Training Course.

**Order** means an order you place to enrol in a Training Course.

**Training Courses** means the training courses listed on AEMO's website from time to time as being capable of being undertaken either face-to-face or online.

**you** means the person whose details are entered in the Enrolment Form.

### 2. Contract

A Contract is formed upon AEMO's acceptance of your Order and payment of the charges has been confirmed. The Contract cannot be varied unless AEMO agrees to vary it in writing.

AEMO may vary these terms and conditions from time to time by posting amendments to its website. The amendments will take effect immediately they are posted on this website and will apply to all Orders submitted after that date.

### 3. Prices

Training Course prices are listed on the AEMO website, in Australian dollars, inclusive of Goods and Services Tax (GST), except where otherwise shown. International customers whom enrol in online courses will not be charged GST.

### 4. Payment

Payment is required 14 days prior to the commencement date of the relevant Training Course. You can pay for the course using a Mastercard, Visa or American Express credit card via a payment gateway. When your payment is confirmed, the listed amount will be deducted from your credit card. A paid tax invoice will be emailed to you and available for you to download upon successful payment.

### 5. Enrolment

AEMO will only make available to you the Training Courses you have paid for. You may enrol online to undertake a Training Course by following the steps specified on AEMO's website after payment has been confirmed.

## **6. Cancellation**

### **6.1 Online Training Courses**

Once enrolled, you cannot cancel a Training Course. If AEMO cancels a Training Course after you have paid for it, the amount paid will be refunded as soon as reasonably practicable.

### **6.2 Face-to-Face Training Courses**

Once enrolled, you may cancel a Training Course if you notify AEMO in writing of the cancellation at least 14 days prior to the commencement date of the relevant Training Course, whereupon AEMO will refund the fees paid by you. No refund is payable if you fail to attend the Training Course you have enrolled for. If AEMO cancels a Training Course, AEMO will refund the amount paid as soon as reasonably practicable.

## **7. Changes to Training Courses**

### **7.1 Online Training Courses**

Once enrolled, you cannot choose to undertake a different Training Course to the one you have paid for.

### **7.2 Face-to-Face Training Courses**

Once enrolled, you cannot choose to undertake a different Training Course to the one you have paid for, however, provided you give AEMO no less than 14 days' written notice, you may change the date on which you will attend the Training Course you have paid for to the next available date for that Training Course.

## **8. Privacy Statement**

AEMO's privacy statement ([AEMO Privacy Statement](#)) applies to any personal information that you submit on an Order or otherwise provide to AEMO when you purchase or offer to purchase a Training Course from AEMO.

## **9. Copyright**

Apart from any fair dealing for the purpose of private study, research, criticism or review as permitted under the Copyright Act 1968 (Cth), no part of the AEMO Education Course Notes may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without AEMO's written permission.

## **10. Disclaimer**

Information contained in the Training Courses is in general terms and neither purports, nor intends, to be advice. No person should not act or refrain from acting on the basis of the Information without considering (and if appropriate), taking independent professional advice after giving due regard to your circumstances. To the extent permitted by law, AEMO expressly disclaims all liability (whether arising by negligence or otherwise) to any person, whether enrolled in a Training Course or not, in respect of any action taken in reliance of the Information.

## **11. Our liability to you**

Without limiting the operation of, or any right or remedy that you might have under, any applicable Consumer Guarantee, AEMO will not be liable for any loss or damage suffered or incurred by you arising out of AEMO's fulfilment or any failure to fulfil any of its obligations under the Contract. Without limiting those rights and remedies:

- AEMO will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; and
- To the extent permitted by law, AEMO's maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise, will not exceed the amount payable by you to AEMO in respect of the product or products for which the liability arises

## **12. Notices**

Any notices that you wish to send to AEMO must be sent to: [info@aemo.com.au](mailto:info@aemo.com.au).

## **13. General**

The Contract

- replaces all previous representations, arrangements, understandings and agreements between you and AEMO, and
- contains the entire agreement between you and AEMO relating to the subject matter of the Contract.

The Contract is governed by the laws of Victoria, and you and AEMO each irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.