

## Terms and Conditions for Education 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 Competition and Consumer Act 2010 Sch 2 (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.

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

**Information** means any documents, materials or information supplied during an Education Course.

**Order** means an order You place to enrol in a Education Course.

**You or Your** means the person whose details are entered in the Order.

### 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 from the time they are posted on this website, and will apply to all Orders submitted after that date.

### 3. Prices

Education 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 seven days prior to the commencement date of the relevant Education Course. You can pay for the Education 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 tax invoice, evidencing your payment, will be emailed to You and available for You to download upon successful payment on the AEMO Learning Centre.

### 5. Enrolment

AEMO will only make the Education Courses available to You that You have paid for. You may enrol online and undertake the Education Course by following the steps provided to You on AEMO's website after payment has been confirmed.

## **6. Cancellation**

### **6.1 Online Education Courses**

Once enrolled, You cannot cancel an online Education Course. If AEMO cancels an online Education Course, after You have paid for it, the amount paid will be refunded as soon as reasonably practicable.

### **6.2 Face-to-Face Education Courses**

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

## **7. Changes to Education Courses**

### **7.1 Online Education Courses**

Once enrolled, You cannot choose to undertake a different online Education Course to the one You have paid for.

### **7.2 Face-to-Face Education Courses**

Once enrolled, You cannot choose to undertake a different face-to-face Education Course to the one You have paid for. However, provided You give AEMO no less than seven days' written notice, You may change the date on which You will attend the Education Course to the next available date for that Education Course.

You may transfer the enrolment to a colleague from the same company, provided You give AEMO no less than seven days' written notice.

## **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, an Education 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, provided to You for the purposes of the Education Course, 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 Education Courses is in general terms and neither purports, nor intends, to be advice. No person should 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 an Education Course or not, in respect of any action taken in reliance on 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: [energyeducation@aemo.com.au](mailto:energyeducation@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.