

1. Fees

The client must pay the program fee to the School in full on or before the due date as stated on the School's invoice.

The participant shall have no right to participate in the program until the program fee has been paid in full by the client to the School. Prior to such payment in full the School may:

(a) suspend the participant from participation in all or any part of the program; and/or

(b) exclude the participant from access to and/or use of the School's facilities.

2. Cancellations

(a) If the client or participant wishes to cancel the participant's participation in a program, the client or participant, as applicable, must give the School written notice of cancellation to economics@unsw.edu.au. If the client or participant cancels more than 42 days before the commencement date of the program, the client shall not be required to pay the School any fees in connection with the program and any fees, including the program fee or any part thereof, already paid by the client to the School shall be refunded to the client by the School.

Cancellation fees:

- 42 days or more prior to program commencement date - no fee
- 28 to 41 days prior to program commencement date - 20% of the program fee
- 14 to 27 days prior to program commencement date - 50% of the program fee
- 0 to 13 days prior to program commencement date - 100% of the program fee

(b) The program fee shall be payable in full if the client or participant cancels the contract on or after the program commencement date.

3. Cancellation by the School

If circumstances necessitate, the School reserves the right to cancel a program and will endeavour to give participants as much notice as possible. Each participant in the cancelled program will be given the opportunity to transfer, at no additional cost, to the next scheduled session of the program, or to a later equivalent program, if one exists, and unfilled places are available on one of those programs. Otherwise, the School will refund any program fees already paid by the client to the School but shall not refund any administration fees already paid by the client to the School. For the avoidance of doubt, the School will not be liable for any costs or expenses incurred by a participant or a client which arise out of or are related to the School's cancellation of a program.

4. Contract termination

The School may terminate the contract by written notice to the client at any time if:

- (a) The client fails to pay any sum due and owing to the School in connection with the program within 14 days after the due date for payment;
- (b) The client or the participant breaches the contract or the School's rules and regulations contained in the [UNSW Student Conduct Policy](#) dated 1 December 2009.

5. Effect of cancellation

If either party terminates the contract:

- (a) The School shall be entitled to require the participant to stop studying on the program and to leave the School's premises immediately; and
- (b) The participant shall immediately return to the School all property in the participant's possession, custody or control that belongs to the School.

6. The participant's obligations

The participant must:

- (a) At all times behave with honesty and integrity and show courtesy, consideration and respect for others;
- (b) Prepare for the program as required by the School;
- (c) Attend all classes, lectures, tutorials and other activities which form part of the program and participate fully in group work where required;
- (d) Fully acknowledge the use of materials referred to or copied from other sources and comply with the provisions of the Copyright Regulations 1969 pursuant to Part VB of the Act;
- (e) Abide by any special conditions relating to the program set out in the School brochure or otherwise notified to the participant by the School;
- (f) Respect the confidentiality of all confidential information that the participant acquires during the course of his/her participation in the program; and
- (g) Comply with all other relevant rules and regulations of the School which are communicated by the School to the participant, as amended from time to time.

7. Client obligations

The client shall procure that the participant complies with clauses 5 and 6 above.

8. Amendments to the program

The School will make all reasonable efforts to deliver the program as described in the School brochure and on the School's website. However, the School must manage its resources efficiently and may in its absolute discretion:

(a) Alter the timetable, location, number and size of sessions and method of delivery of the program; and

(b) Make reasonable variations to the content, syllabus and presenters or coaches of the program without prior notification to the client or participant.

9. Disclaimer

The School does not accept responsibility for, and expressly excludes liability for, any loss or damage, however such loss or damage is caused, to clients' or the participants' property that occurs while the participant is participating in a program. Participants should take particular care not to leave mobile telephones or laptops unattended at any time.

10. Governing law & jurisdiction

The contract is governed by the laws of New South Wales and the parties submit for all purposes connected with the contract to the exclusive jurisdiction of the courts of New South Wales.

11. Inconsistency

To the extent that there is any inconsistency between the application form completed by the client or the participant (whether completed online or in hard copy) and these terms and conditions, the application form shall take precedence.

12. Definitions

In these terms and conditions:

"Act" means the *Copyright Act 1968* (Cth).

"client" means the person named as the invoicee on the participant's application form for the program, or, where no person is named as the invoicee on the participant's application form, the participant himself or herself.

"commencement date" means the date a program is scheduled by the School to commence.

"contract" means the contract between the School and the client in respect of a participant's participation in a program and comprises the application form completed by the client or participant in hard copy or online and these terms and conditions.

"GST" has the same meaning as it has in section 195-1 of the GST Act.

“GST Act” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Open Program” means a course offered by the School which is open to an individual or group of individuals.

“party” means the School and the client.

“participant” means an individual who has applied to participate in a program and whom the School has agreed to admit to the program.

“program” means an Open Program at the School.

“program fee” means the fee payable by the client to the School in relation to a participant’s participation in the program inclusive of GST.

“School” means the University of New South Wales (ABN 57 179 195 873).