

# Terms and Conditions

## 1. General

1. The site at [sydney.edu.au/medicine](http://sydney.edu.au/medicine) ("**Site**") is a website where you can browse, select and apply to enrol in courses conducted by The University of Sydney (ABN 15 211 513 464) ("**we**", "**us**" or "**our**") at Sydney Medical School ("**SMS**"), and order incidental products and services from us.

## 2. Terms

1. The terms and conditions set out in this document ("**Terms**") govern your access to, and use of, the Site, as well as any application for enrolment, or order of products or services, you lodge through the Site
2. We may vary these Terms, for any reason, at any time and without notice.
3. If you browse the Site, or proceed with an enrolment application or order to purchase products or services, you are deemed to have accepted the Terms and agreed to comply at all times, including during your enrolment (if any) with all applicable laws in connection with the use of the Site, and your application or order, and with our by-laws, rules, policies and procedures, and that you are responsible for informing yourself of the requirements applicable to you under such by-laws, rules, policies and procedures available from [http://sydney.edu.au/handbooks/postgrad\\_hb/codes\\_of\\_conduct/for\\_students.shtml](http://sydney.edu.au/handbooks/postgrad_hb/codes_of_conduct/for_students.shtml)

## 3. Applying for a course and ordering a product or service

1. We invite you to apply to enrol in a course, or order a product or service, by selecting and submitting your application or order through the Site. Any application or order placed through this Site is an offer by you to enrol in a course or purchase a product or service at the relevant price notified on the Site at the time of your application or order, and you acknowledge that the Terms apply to any such offer.
2. We may ask you to provide additional information to enable us to process your application or order. You agree to provide us with current, complete and accurate details throughout the enrolment or order process.
3. Students must be at least 18 years of age at the time of application unless otherwise stated in the course outline.

## 4. Acceptance, rejection and withdrawal by us

1. We may accept or reject an application for a course or order for products or services at any time before we give you notice of acceptance or rejection, and in our absolute discretion.
2. If we accept your application or order, we will provide you with an email confirmation of that acceptance (which may be conditional) and a binding agreement between you and us shall come into existence when we provide such confirmation. For each application or order we accept, we agree to enrol you in the relevant course or supply the relevant product or service to you, in accordance with the Terms.
3. However, any acceptance by us is conditional upon us having confirmed that we have received all relevant documents and information, and payment of all applicable amounts.
4. We reserve the right to reject your application or order for any reason, including if a course is already full or a product or service are not currently available. If we reject an application or order, we will endeavour to notify you of that rejection within a reasonable time after you submit your application or order. If we have already received your payment, we will return, or refund in full, your payment promptly after our rejection notification.
5. We reserve the right to withdraw a course, product or service at any time and for any reason. If the withdrawal occurs after we have received your application or order, but before our acceptance or rejection, we will endeavour to notify you of the withdrawal as soon as practicable. If we have already received your

payment, we will either offer you a credit note, or, at your request, return, or refund in full, your payment, promptly after our withdrawal notification.

## 5. Cancellation by us

1. At any time after we have accepted your enrolment application or order for products or services, we may cancel your enrolment, your order or the relevant course, for any reason. If we cancel, we will endeavour to notify you as soon as practicable. You agree that our liability to you as a result of our cancellation by us is capped at the amount paid by you to us in respect of the cancelled course, product or service.

### *Cancellation of course before commencement*

2. If we cancel the course on or before its scheduled commencement date, we will cancel your enrolment. If we have already received your payment, we will promptly either offer you a credit note, or, at your request, return, or refund in full, your payment.

### *Cancellation of course after commencement*

3. If we cancel the course after its scheduled commencement date because we are no longer able to conduct the course for reasons beyond our reasonable control, including a venue or teacher becoming unavailable, or for any other reason, we will cancel your enrolment. If we have already received your payment, we may, in our absolute discretion, give you a credit note (in whole or in part) depending on the circumstances of the cancellation, unless we are required by law to give you a refund.

### *Cancellation of enrolment before commencement of course*

4. If, on or before the scheduled commencement date of the course, we cancel your enrolment (but not the course) for any reason (in our absolute discretion), we will promptly either offer you a credit note, or, at your request, return, or refund in full, your payment.

### *Cancellation of enrolment after commencement of course*

5. If, after the scheduled commencement date of the course, we cancel your enrolment (but not the course) for any reason (in our absolute discretion) and we have already received your payment, we may, in our absolute discretion, give you a credit note (in whole or in part) depending on the circumstances of the cancellation, unless we are required by law to give you a refund.

### *Cancellation of product or service order*

6. We reserve the right to cancel a product or service order for any reason and at any time after our acceptance. We will endeavour to notify you of the cancellation as soon as practicable. If we have already received your payment, we may, in our absolute discretion, give you a credit note (in whole or in part) depending on the circumstances of the cancellation, unless we are required by law to give you a refund.

## 6. Cancellation of enrolment or order by you

1. If you have applied for enrolment or placed your order, and we have enrolled you or accepted your order immediately, you are entitled to cancel your enrolment or order within 24 hours after our enrolment or acceptance and we will give you a full refund of any amount paid to us, notwithstanding anything else in this clause 6.
2. You may cancel your enrolment or order at any time after submitting your application or order through the Site, you agree that, to the full extent permitted by law, we may withhold an administrative charge of not less than \$50.00 from any amount we refund to you pursuant to your cancellation, and that our liability to you as a result of your cancellation by us is capped at the amount paid by you to us in respect of the cancelled course, product or service.
3. If you cancel, for any reason, less than 20 business days prior to the commencement of your course, we will provide a refund of 50% of the enrolment fee, unless we are required by law to give you a full refund.

4. If you cancel, for any reason, less than 5 business days prior to the commencement of your course, we are not obliged to give you a refund or a credit note.

## 7. Fees and charges

1. We will charge you, and you agree to pay, the purchase price of the course you apply for, or product or service you order, as advertised on the Site at the time of your application or order, and any other fees and charges set out in these Terms.
2. All fees and charges identified in these Terms and all prices for the courses, products and services include GST where applicable.
3. We may vary prices for courses, products and services from time to time without notice. Subject to these Terms, we will not increase the amount payable by you for the relevant courses, products, services once we have accepted your application or order.

## 8. Payment Methods

1. We accept the following methods for the payment of amounts payable to us in respect of courses, products and services:
  1. the following cards:
    1. MasterCard;
    2. Visa;
    3. American Express; or
  2. For payments by MasterCard, Visa, American Express or EFTPOS, you authorise us to debit the amount that is payable for your application or order from your nominated card account.
  3. If we are unable to successfully process your card payment, or obtain payment pursuant to a cheque or money order, or receive payment by electronic bank transfer then we may cancel your order or application and we will endeavour to notify you.
  4. You must not pay, or attempt to pay, for courses, products or services through any fraudulent or unlawful means.
  5. We will provide you with an email receipt promptly after we receive your application or order which specifies the total fees and charges for the courses, products and services.

## 9. Terms of use of site

You agree that your access to, and use of the Site, is governed by the following terms and you agree to comply with them:

### General

Your access to and use of the Site, including your order of products through the Site, is subject to these terms and conditions. You agree to bound by, and comply with, these terms and conditions by browsing the Site.

### Use

You must not:

1. use the Site for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes, including, but not limited to breaches of the Copyright Act 1968 (Cwlth);
2. use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;

3. make fraudulent or speculative enquiries, purchases or requests through the Site;
4. use another person's details without their permission or impersonate another person when using the Site;
5. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
6. tamper with or hinder the operation of the Site;
7. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
8. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
9. modify, adapt, translate or reverse engineer any portion of the Site;
10. remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
11. reformat or frame any portion of the web pages that are part of the Site;
12. create accounts by automated means or under false or fraudulent pretences;
13. use the Site to violate the security of any computer or other network or engage in illegal conduct;
14. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
15. use the Site other than in accordance with these terms and conditions; or
16. attempt any of the above acts or engage or permit another person to do any of the above acts.

### **Termination**

We may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if you breach these terms and conditions and:

17. the breach cannot be remedied; or
18. you fail to remedy the breach within 10 days of our notice to you of that breach; or
19. if there is an emergency or we need to perform some maintenance on our site.

You may stop using the Site at any time and for any reason.

From time to time, business strategies change. As such, we may in the future, stop making the Site (or any part of it) available. This will not impact any current orders that have been accepted by us.

### **General**

The Site may contain links to external websites that are not operated by us or our related bodies corporate.

These links are provided for your convenience only and:

20. we make no representations or warranties, or have any responsibility or liability for those websites; and
21. these links do not indicate, expressly or impliedly, that we endorse the site or the products or services that are provided at those sites.

## **10. General**

1. This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.
2. We may use any personal information in accordance with the privacy policy available on our website: [sydney.edu.au/privacy.shtml](http://sydney.edu.au/privacy.shtml)