

TERMS OF REGISTRATION

By registering to attend education programs run by or on behalf of the Ombudsman established under the *Ombudsman Act 1973* (Vic) (**Ombudsman**), you are entering into a legally binding agreement with the Ombudsman on the terms and conditions set out below.

1. Registration for education programs

- 1.1 You may register to attend education programs run by or on behalf of the Ombudsman (**Programs**) through this website or by contacting the Ombudsman's office via telephone (03 9613 6100) or email (education@ombudsman.vic.gov.au).
- 1.2 To use this website to register for a Program, you will be required to create an online account (**Account**). Whether you set up an Account or register for a Program by telephone or email, you will need to provide:
 - (a) personal information (including contact information);
 - (b) billing information; and
 - (c) any other information reasonably required by the Ombudsman to complete your registration.
- 1.3 You are responsible for all use of this website, and all transactions entered into by means of this website, through your Account. The Ombudsman takes no responsibility for any transactions that may occur as a result of a disclosure by you of your password to third parties.
- 1.4 You must keep secure any passwords and other means of identification that the Ombudsman provides to you in order to access and use the Program registration functionality of this website.
- 1.5 You are responsible for keeping your contact details held by the Ombudsman up-to-date, including through your Account, so that you can receive any notifications of changes to, or other communications in relation to, any Program that you have registered to attend.

2. Educational resources

- 2.1 Unless otherwise indicated, the Ombudsman (and/or the Ombudsman's third party licensors) owns the copyright and other intellectual property rights in the text, graphics, information, designs, data and other content that may be made available in connection with any Program that you attend or register to attend.

- 2.2 You may retain, copy or print any educational resources made available to you in connection with a Program for your personal use and use within your organisation for its internal activities. You must obtain the Ombudsman's prior written permission if you would like to use, copy or reproduce any part of the educational resources for any other purpose.
- 2.3 You must not alter or modify any materials made available to you in connection with a Program, nor incorporate any of those educational resources into any other materials.
- 2.4 You must not remove or tamper with any copyright notices on any copies of any educational resources, and must ensure that such copyright notices appear on any copies of the educational resources (or any part of them) that you make.

3. Pricing

- 3.1 All pricing for Programs is specified in Australian dollars, and is inclusive of taxes (including GST where applicable).
- 3.2 The Ombudsman may modify the pricing for Programs from time to time. This does not affect the amount payable in respect of any Program for which you have registered prior to the time of modification.

4. Payment

- 4.1 You must pay for any Program that you register to attend by credit card at the time of registration.
- 4.2 In exceptional circumstances where you cannot pay by credit card, you must contact the Ombudsman to request an invoice and pay within 30 days after you register and receive an invoice by any method specified by the Ombudsman or agreed in writing with you.
- 4.3 You must ensure that payment in full is made at least seven days prior to the start of the Program or, if you register for a Program less than seven days prior to the start of the Program, immediately upon registration.
- 4.4 When you select credit card as your method of payment, you:
 - (a) authorise the Ombudsman to charge the price of the Program to the credit card designated by you, to disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card and identification details that you provide, and to take any necessary steps to confirm that there is sufficient credit on your credit card account to meet likely charges;
 - (b) authorise your credit card issuer or financial institution to verify that the credit card and identification details you have provided to the Ombudsman are accurate; and
 - (c) agree that, if payment in full is not received from your card issuer

or its agents for any reason, you must pay the Ombudsman all amounts due on demand.

5. Cancellation, changes and refunds

- 5.1 You may cancel your attendance at a Program by giving at least seven days' (not including the workshop day) written notice to education@ombudsman.vic.gov.au. If you do so, you are entitled to receive (at your option):
- (a) a refund of the amount paid for the Program, less a 15% administration fee that the Ombudsman has the discretion to apply;
 - (b) a transfer into alternative Program of the same value within the same financial year as the Program that you had registered to attend; or
 - (c) a credit to use on alternative Program(s), which must be used within the same financial year as the Program that you had registered to attend.
- 5.2 If you cancel your attendance at a Program with less than seven business days' notice, the Ombudsman will only provide a refund, a credit or a transfer in exceptional circumstances, and may charge an administration fee.
- 5.3 You may transfer your registration to attend any Program to another person, by notifying the Ombudsman in writing at education@ombudsman.vic.gov.au at any time. If there are any entry requirements for the relevant Program, the other person must also satisfy those requirements in order to be eligible to attend in your place.
- 5.4 The Ombudsman may change the details of any Program at any time, including by changing the Program content, location or changing the date(s) on which it will be delivered, or may cancel any Program at any time. The Ombudsman will use reasonable endeavours to notify you of any such change if the Ombudsman considers the change to be material.
- 5.5 In the event of any cancellation by the Ombudsman of a Program for which you had registered, you will be entitled to receive (at your option) a full refund or credit to attend a rescheduled or different Program.

6. Disclaimers

- 6.1 The Ombudsman will use reasonable endeavours to ensure that all of the Program content is accurate and current. However, the information provided in the course of any Program is designed only to provide you with general information and tools that may assist you in navigating situations or circumstances that may arise in the course of your professional activities. It is not tailored to you, your particular circumstances or any particular situation, and does not comprise professional (including legal) advice.

6.2 The Program may be provided by third parties who may not represent the views of the Ombudsman. You should not rely on the content of a Program as representing any view that the Ombudsman may form in any current or future enquiry or investigation conducted by the Ombudsman.

7. Consumer guarantees

7.1 To the extent permitted by law, any conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on the Ombudsman are excluded under these terms. However, if a supply under these terms is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and given effect under the *Australian Consumer Law and Fair Trading Act 2012* (Vic)), nothing contained in these terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits the Ombudsman to limit liability, then the Ombudsman's liability is limited to:

- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

7.2 Except in the case of a major failure (as that term is defined in the Australian Consumer Law), the Ombudsman can elect as between the remedies set out in paragraphs (a) and (b) of section 7.1.

8. Exclusion of liability

Subject to section 7 and to the extent permitted by law, the Ombudsman excludes liability for all direct, indirect or consequential liabilities, losses, damages, costs and expenses, whether arising in contract, tort (including negligence) or otherwise, suffered or incurred by any person:

- (a) in connection with or in any way relating to a Program, any Program content or any failure to provide any Program;
- (b) in connection with your use of this website; or
- (c) otherwise under or in connection with these terms.

9. Privacy

9.1 The Ombudsman handles personal information collected and held about you in accordance with the Ombudsman's privacy policy, which is available at <https://www.ombudsman.vic.gov.au/Privacy-Statement>.

9.2 By setting up an Account and/or registering for any Program, you consent to the Ombudsman collecting and handling your information for the purpose of providing you with the Program, including disclosing your personal information to any third parties engaged by the Ombudsman in connection with the delivery of the Program, in accordance with the privacy policy.

10. General

10.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these terms.

10.2 If a provision of these terms is invalid or unenforceable, it may be severed from these terms and the remaining provisions of these terms continue in force.

10.3 These terms will be governed by and construed in accordance with the laws in force in Victoria, and you unconditionally submit to the jurisdiction of the courts of Victoria.

10.4 These terms are the entire agreement between you and the Ombudsman in connection with their subject matter and supersede any previous arrangements, agreements, representations, understandings or statements (whether verbal, in writing or in some other format).