

Booking Terms

1. Definitions

- 1.1. **ACL** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- 1.2. **Booking** means your booking for a particular Course;
- 1.3. **Booking Charge** means the cost payable to enrol and participate in a particular Course;
- 1.4. **Course** means the training course provided by the Institute of Positive Education at GGS;
- 1.5. **Facilities** means the services, facilities and any other relevant tools ordinarily provided by us for use in connection with a Course;
- 1.6. **GGS** means the Geelong Grammar School Corio Campus located at 50 Biddlecombe Avenue, Corio, including all buildings and grounds located at the address;
- 1.7. **Special Circumstances** means unforeseen circumstances such as significant ill health or financial difficulties suffered by you or significant ill health of a close family member that may affect your ability to attend a Course;
- 1.8. **We/Us/Our** means Geelong Grammar School (ABN 92 004 971 500).

2. Application of these Terms

- 2.1. All Bookings are subject to these Terms and by making a Booking you will be deemed to have accepted these terms.
- 2.2. These Terms are governed by, and construed in accordance with, Victorian law and by making a Booking you agree to submit to the jurisdiction of the Victorian courts.
- 2.3. Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under the ACL or any other applicable law.
- 2.4. If any provision of these Terms is invalid under the ACL or any other applicable law, that provision is enforceable to the extent that it is not invalid, and if it is not possible to give that provision any effect at all, then it is to be severed by these Terms and the remainder of these Terms will continue to have full force and effect.

3. Charges & Payment

- 3.1. The Booking Charge and any other applicable charges may be made by credit card or an invoice can be issued and payment made by cheque or direct bank transfer.
- 3.2. The Booking Charge is payable at the time of the Booking.
- 3.3. Upon payment of the Booking Charge your enrolment, and right to participate, in the Course is confirmed.

4. GST

All monetary amounts specified by us are exclusive of GST and all other taxes, duties and government charges levied by us, in relation to your Booking.

5. Cancellation or Non-Attendance

- 5.1. In the event that you cancel your confirmed Booking within 30 days of the start date of the Course due to a change in mind, subject to any rights you may have under the ACL or any other applicable law:
 - 5.1.1. the Booking Charge will not be refunded; and
 - 5.1.2. at your request, a credit note will be issued in the amount of the Booking Charge less any cancellation charge which we may apply to cover our reasonable costs incurred as a consequence of the cancellation.
- 5.2. In the event that you fail to attend any or all of the Course, you will not be entitled to a refund of the Booking Charge; however, we may, in our sole discretion, issue a full or partial refund or credit note if we determined Special Circumstances apply.
- 5.3. Any credit note issued pursuant to clause 5.1 or clause 5.2 will be valid for a period of 1 year from the date of issue and may be applied toward the Booking Charge for another Course.
- 5.4. In the event that we cancel or postpone the Course for which you have paid the Booking Charge due to unforeseeable circumstances beyond our control, such as insufficient Bookings for the Course or the unavailability of a key presenter:
 - 5.4.1. you will be entitled to a full refund of the Booking Charge;
 - 5.4.2. you will not be entitled to reimbursement of any other expense you have incurred at your own behest, such as travel costs, car-parking, childcare or accommodation.

6. Facilities

The Facilities may be changed or taken out of service from time to time and, to the extent permitted by the ACL or any other applicable law, we are not liable for changes to, or the unavailability of, the Facilities.

7. Standards of Behaviour

- 7.1. No alcohol is to be consumed in the boarding houses located at GGS or in their immediate surrounds.
- 7.2. If you make excessive noise or act in a manner that causes danger, damage or annoyance to any other person while staying at GGS you may be asked to leave.
- 7.3. We have a strictly no indoor smoking policy. If you are found smoking indoors:
 - 7.3.1. You may be asked to leave GGS; and
 - 7.3.2. All additional cleaning and deodorizing costs necessary due to your breach of the no indoor smoking policy will be charged to you.
- 7.4. You must not enter any residential premises located at GGS without the express invitation from the resident. If you breach this provision you may be asked to leave GGS and/or be subject to criminal prosecution.

8. Liability & Indemnity

- 8.1. Any monies or other valuables that belong to you which are brought to GGS remain your responsibility and we are not responsible for their safekeeping.
- 8.2. To the extent permitted by the ACL or any other applicable law, you agree to release, indemnify and hold harmless, us and our officers, employees, contractors, sub-contractors, consultants and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury and death) arising out of, or in connection with your Booking, your attendance at GGS or your participation in a Course, except to the extent that such expense, cost, liability, claim, action, proceeding, damage, judgement or loss was caused by our negligence, wrongful act or omission or breach of these Terms.
- 8.3. Each indemnity in these Terms is a continuing and independent obligation and survives the termination or expiry of these Terms.

9. Privacy Policy

We are bound by the Australian Privacy Principles under the *Privacy Act 1988* (Cth). Our Privacy Policy is incorporated into these Terms and can be accessed by clicking on the following link <http://www.ggs.vic.edu.au/School/Our-School/Policies-and-Reports/Privacy-Statement> or on our website at www.ggs.vic.edu.au.

10. Dispute Resolution

- 10.1. In the event that a dispute arises in connection with these Terms, you must attempt to resolve the dispute by promptly entering into good faith discussions with us.
- 10.2. If a dispute continues for more than 30 days after the commencement of the good faith discussions, either you or we can refer the dispute to mediation before a mediator appointed by the Institute of Arbitrators and Mediators Australia, and the mediation shall be subject to the mediation rules of that institution.
- 10.3. Subject to clause 10.4, neither you or we can issue court proceedings in relation to a dispute until the dispute resolution procedures set out in clauses 10.1 or 10.2 have been completed.
- 10.4. Nothing in this clause 10 prevents either you or us from applying to a court for urgent interlocutory relief.