



# Introduction to Climate Terms and Conditions



Thank you for registering for our Introduction to Climate course (the **Course**). By registering for the Course, you agree to these terms and conditions, which include our Privacy Policy (available at [http://www.bom.gov.au/inside/BoMPrivacyPolicy\\_v1\\_Approved\\_20140307.pdf](http://www.bom.gov.au/inside/BoMPrivacyPolicy_v1_Approved_20140307.pdf)). You should review our Privacy Policy and these terms and conditions carefully and immediately cease the registration process if you do not agree to these terms and conditions.

In these terms and conditions, 'us', 'we' and 'our' means the Australian Bureau of Meteorology Training Centre, and 'you' or 'your' means the entity or person who has agreed to access the Course in accordance with these terms and conditions, and where the context permits includes any other person you allow to use the Course, or your Substitute.

## 1 Registration

You can apply to be enrolled in the Course by completing our online form or by emailing us at [i2c@bom.gov.au](mailto:i2c@bom.gov.au). In order to be considered for registration in the Course (**Registration**), you must:

- (a) be at least 18 years of age;
- (b) possess the legal right and ability to enter into a legally binding agreement with us; and
- (c) agree and warrant to participate in the Course in accordance with these terms and conditions.

If you have a vision impairment or other disability, we will endeavour to make reasonable adjustments to the Course in order for you to participate, however, we cannot guarantee the Course will be suitable for you. If you have a vision impairment or other disability, please email us at [i2c@bom.gov.au](mailto:i2c@bom.gov.au) prior to registering for the Course to discuss your options.

If you are accepted into the Course, a response email will be sent to your nominated email address to confirm your Registration and Course availability. If you are not accepted into the Course, a response email will be sent to your nominated email address.

We reserve the right to refuse any enrolments.



## **2 Collection Notice**

We collect personal information about you in order to provide the Course to you and for purposes otherwise set out in our Privacy Policy at [http://www.bom.gov.au/inside/BoMPrivacyPolicy\\_v1\\_Approved\\_20140307.pdf](http://www.bom.gov.au/inside/BoMPrivacyPolicy_v1_Approved_20140307.pdf)

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This notice is provided pursuant to Australian Privacy Principle 5.

### **2.1 How and when do we collect your personal information?**

We collect your personal information, which sometimes may include sensitive information, where it is reasonably necessary for, or directly related to the performance of our functions or activities.

In particular, we collect your name, address, email address, course date, employer details and dietary requirements when you enquire or submit your interest in the Course. We may also ask how you found out about the Course.

We collect this personal information from you at the time you complete the Course enquiry form on our website, phone us, email us, submit your Course enquiry to us, or send us your information by mail.

### **2.2 What happens if we do not collect your personal information?**

If we don't collect your personal information, you will not be able to enrol nor attend the Course.

While you have the option of remaining anonymous or adopting a pseudonym when dealing with us, for example, if you wish to make a complaint, this may necessarily limit our ability to respond to or assist you.

### **2.3 Who do we disclose your personal information to?**

We may disclose that information to third parties that help us deliver our services (including third parties who provide billing services) or as required by law. If you do not provide this information, we may not be able to provide all of our products or services to you.

We may also be required to disclose your personal information to an overseas entity by or under an Australian law or court order or if another exception exists under the *Privacy Act 1998* (Cth).

### **2.4 How do you find out more about our privacy practices?**

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how

we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at [privacy@bom.gov.au](mailto:privacy@bom.gov.au).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these terms and conditions.

### **3 Substitutes**

As the Course includes a pre-course activity, unless otherwise agreed, changes to nominated program attendees (**Substitute**) must be notified to us at least one week before the Course commencement date by emailing [i2c@bom.gov.au](mailto:i2c@bom.gov.au).

### **4 Fees**

#### **4.1 Payment of Fees**

Fees for the Course are available from the Introduction to Climate course information page available [here](#) (**Fees**). Fees include all Materials. You are responsible for your own travel and accommodation arrangements and all other expenses.

#### **4.2 Payment methods**

Payment of Fees must be made:

- (a) by an accepted credit or debit card through the Government EasyPay site available [here](#); or
- (b) pursuant to an invoice issued to you by us at your request.

If you pay by credit or debit card, you will be required to provide the relevant details via the Government EasyPay website at the time of registering. Please note that your use of the Government EasyPay website is subject to the Government EasyPay terms and conditions available [here](#).

If you have requested an invoice for the Fees, an invoice for the Fees payable by you will be issued within 48 hours of your Registration. The total amount due and payment options will be detailed on the invoice. Payment is required within 30 days of the date of the invoice.

#### **4.3 Rescheduling and refunds**

Requests for attendance rescheduling or Fee refund must be made in writing (email is acceptable) and must be received no less than 30 days before the designated commencement date of the Course.



No refund of Fees will be made for non-attendance or cancellations made less than 30 days prior to the designated commencement date of the Course unless a request is made to us in accordance with clause 4.4.

#### **4.4 Special Circumstances**

We may review the rescheduling and refund provisions of clause 4.3 in special circumstances. The special circumstances that will be considered are:

- (a) where your medical condition has changed to such an extent that you are unable to attend; or
- (b) exceptional circumstances that prevent you from attending the Course (assessed by us on a case by case basis).

Evidence supporting the special circumstances claim for refund may be requested before a reschedule or refund will be considered.

### **5 Goods and Services Tax**

Fees will not incur GST if the payment is between government-related entities.

Goods and services provided to other entities (i.e. that are not a government-related entity) will incur a charge of 10% for GST if that good or service is normally a taxable supply for GST purposes.

### **6 Materials and Devices**

#### **6.1 Provision of the Materials**

We will provide you with the Course materials and course content, including materials that are made available for you to download onto your Device, necessary for you to participate in the Course (**Materials**).

#### **6.2 Devices**

You will be required to bring your own laptop computer, mobile phone or tablet (**Device**) in order to participate in the Course. We recommend a laptop computer with wifi connectivity and internet browsing. You remain solely responsible for your Devices at all times.

#### **6.3 Internet services**

During the Course you may be able or required to connect your Device to the internet via our Wi-Fi system. We will provide you with the relevant details required for connection, but are in no way responsible for any damage to your device, including by way of viruses or anything else (such as worms or Trojan horses), while connected to our systems.

#### **6.4 Accuracy and completeness of the Materials**

The Course is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the Materials, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the Materials.

We are not liable to you or anyone else if interference with or damage to your Device occurs in connection with the use of the Materials or participation in the Course. You must take your own precautions to ensure that the Materials are free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your Device.

We are not liable to you or anyone else if errors occur in the Material or if that information is not up-to-date.

#### **6.5 No commercial use**

The Materials are for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Materials. You may not use the Materials to further any commercial purpose.

#### **7 Unacceptable activity**

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to the Course, including but not limited to:

- (a) any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- (b) defame or libel us, our employees or other individuals;
- (c) damage our property or the property of other individuals; and
- (d) acting in an inappropriate manner, including, but not limited to, in a way that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to the Course or another participant in the Course.

#### **8 Intellectual Property Rights**

- (a) We own (or have rights to) all rights and interests in and to copyright and other intellectual property in the Materials and all text, graphic



images and other information in the Course, and in the information generated through use of the Course.

- (b) Other than within your organisation, you may not copy or distribute the Materials or any information (in any form) obtained from the Course or your use of the Course to third parties, or modify or re-use the information without our prior written permission.
- (c) We grant you a non-exclusive, non-transferable licence to use the intellectual property rights subsisting in the Course and Materials from time to time for the purposes of your use of the Course and Materials as permitted by these terms and conditions.
- (d) We reserve all rights to the Materials, the Course, the data contained in the Course, and all rights subsisting in them.

## **9 Confidentiality**

You agree to keep all Materials and any other information contained or embodied in the Course, and any documents or other information provided to you by or on behalf of us (the **Confidential Information**) strictly confidential, and not disclose that information to any person without Our prior written consent, and to ensure all users of the information comply with this clause. This restriction will not apply to disclosure required by law, any disclosure of information which is in the public domain otherwise than as a result of a breach of this agreement, or any disclosure within your organisation (provided that all recipients within your organisation comply with the confidentiality obligations of this clause 9).

## **10 Exclusion of Warranties and Liability**

### **10.1 Warranties and disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations as to the reliability, quality, suitability, truth, availability, accuracy or completeness, in the Materials or any content contained in or generated by, the Course, or that:

- (a) the Materials will be compatible with your Device; or
- (b) the Course will meet your requirements or expectations.

The Course and Materials are provided "as is" and to the extent permitted by law (including the Australian Consumer Law if applicable), we disclaim any and all warranties and representations of any kind, including any warranty or non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory, in relation to the

Materials or the Course. You acknowledge that we have not made, and that no person acting on our behalf has made, any representation as to the suitability of the Course or of the Materials for any particular purpose.

We reserve the right to cancel, postpone or re-schedule Courses due to low enrolments or unforeseen circumstances. We may also change Fees, dates, locations, content, guests or conveners, or methods of presentation in our discretion. We will endeavour to provide reasonable notice to you of these changes.

We accept no liability for any losses incurred as a result of changes to the Course.

## **10.2 Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your participation in the Course or use of the Materials and/or the fact that certain Materials it are incorrect, incomplete or not up-to-date.

## **11 General**

- (a) This agreement contains the entire agreement between you and us with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) Any provision of this agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdictions
- (c) This agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with this agreement.
- (d) All notices from us may be sent to your email address.