



General Terms and Conditions – Guardianship Australia

These Terms and Conditions apply to each Student Agreement and to services that Guardianship Australia Pty Ltd ABN 28 102 824 957 (**GA**) supplies to Students who enrol in the Guardianship Program. GA may alter these Terms and Conditions from time to time by updating the Website.

Terms and Conditions and Policies and Procedures

- 1 These Terms and Conditions form part of each Student Agreement, which is a contract between GA and a Student for the supply of Services by GA.
- 2 Each Student who is enrolled in the Guardianship Program must comply with:
 - (1) these Terms and Conditions;
 - (2) the Policies and Procedures;
 - (3) the Fee Schedule; and
 - (4) any other terms and conditions relating to the Guardianship Program made available on the Website.

Payment

- 3 Each Student must pay the Fees and Charges specified in the Fee Schedule at the times specified in the Fee Schedule.
- 4 If a Fee or Charge is not paid when due interest will accrue at the rate of 2% per month calculated on the portion of the Fee or Charge overdue from the date on which it became due until it is paid in full.
- 5 GA may require the Student to reimburse GA for all collection costs for unpaid Fees and Charges including legal costs incurred by GA calculated on a solicitor and client basis as a consequence of GA instructing its solicitor to provide advice to it in connection with the default and/or to institute such recovery process as GA in its discretion decides.

Refunds

- 6 GA will pay Students a refund of Fees and Charges in the circumstances set out in the Refund Policy - Guardianship Australia or as otherwise required by law.

Responsibilities and obligations of Parent or Legal Custodian/s

- 7 The Parent or Legal Guardian of the Student who signs the Application Form, Student Agreement, Nomination of Accommodation and Guardian Form or other document on behalf of the Student:

- (1) represents and warrants to GA that they have authority to execute documents and enter into contracts and other obligations on behalf of the Student;
- (2) represents and warrants to GA that they have carefully checked the information in all forms completed and/or given to GA and all other information given to GA regarding the Student or the Parent or Legal Guardian, and that all such information is complete, accurate and not misleading and must immediately notify GA in writing of any changes to that information;
- (3) agrees to keep GA informed of their contact details at all times (email and mobile phone/cellphone);
- (4) consents on behalf of the Student to GA doing anything GA is entitled to do under the Student Agreement, including arranging medical treatment and providing information to Government Authorities; and
- (5) agrees as guarantor to perform any obligations of the Student to GA, including payment of Fees or other amounts payable by the Student to GA.

Exclusions and limitations

- 8 To the fullest extent permitted by any law, all conditions and warranties implied by law arising out of the supply of the Services are excluded. GA does not limit or exclude the application of any provision of any statute (including the *Competition and Consumer Act 2010* (Cth) or any similar law) where to do so would contravene that statute or cause any part of this clause to be void. To the extent permitted by statute the liability, if any, of GA arising from the breach of the conditions or warranties referred to in this clause 8 is, at GA's option, limited to and completely discharged by supplying the Services again.
- 9 The Student acknowledges that the Student does not rely and it is unreasonable for the Student to rely on the skill or judgment of GA as to whether the Services are reasonably fit for any purpose for which they are being acquired.
- 10 Except to the extent provided in these Terms and Conditions or by law GA does not accept any duty of care and has no liability (including liability in negligence) to any person for:
 - (1) any loss or damage, consequential or otherwise, suffered or incurred by that person attending any premises owned or occupied by GA or in relation to the Services; and
 - (2) in particular without limiting the foregoing any loss or damage, consequential or otherwise, suffered or incurred by that person caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in the Services.
- 11 The Student indemnifies GA, regardless of any negligence on the part of GA, against:
 - (1) all losses incurred by GA;
 - (2) all liabilities incurred by GA; and
 - (3) all costs actually payable by GA to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by GA in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal) arising directly or indirectly as a result of or in connection with the supply of services by GA to the Student unless caused by wilful misconduct on the part of GA or any of its employees or agents acting within the scope of their employment.

- 12 The Student must pay to GA all liabilities, costs and other expenses referred to in clause 11, whether or not GA has paid or satisfied them.
- 13 References in clauses 8 to 12 to “GA” include GA and its officers, employees and agents. GA holds the benefits of the releases, exclusions, undertakings, indemnities and covenants in those clauses for those officers, employees and agents.

Information and privacy

- 14 GA will treat the information provided in confidential forms such as the Confidential; Medical Form as confidential, but may disclose it to medical practitioners or other health or medical suppliers, Government Authorities or to AE or affiliates if GA considers it necessary or desirable to do so. Information supplied to AE will be subject to AE’s Privacy Policy.

Waiver

- 15 A failure or delay to exercise a power or right of GA does not operate as a waiver of that power or right. The exercise of a power or right by GA does not preclude either its exercise in the future or the exercise of any other power or right. A waiver of a right or power by GA is not effective unless it is in writing. A waiver of a power or right by GA is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

Notices

- 16 GA may give a notice or other communication connected with the Student Agreement and these Terms and Conditions to the Student by:
- (1) sending it by prepaid post to the address of the Student or the Parent or Legal Guardian or delivered at the address of the Student or the Parent or Legal Guardian; or
 - (2) sending it to email address of the Student or the Parent or Legal Guardian,
- in each case as set out in Application Form or as otherwise notified to GA by the Student or the Parent or Legal Guardian in writing.
- 17 A notice or other communication connected with these Terms and Conditions will be treated as given to and received by the Student and by the Parent or Legal Guardian (as applicable):
- (1) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting and if delivered at the time of delivery; and
 - (2) If sent by email before 5.00 pm on a day, on that day and otherwise on the next day
- 18 An email will not be taken to have been received if the sender’s computer reports that the message has not been delivered.
- 19 Students and their Parents or Legal Guardian should monitor the Website and will be taken to have been given notice of matters set out on the Website.

Governing law and jurisdiction

- 20 The law of Victoria governs these Terms and Conditions and the Student Agreement.

- 21 The Student and the Parent or Legal Guardian submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

Definitions and interpretation

- 22 The following definitions apply to these Terms and Conditions:

- (1) **GA** means Guardianship Australia Pty Ltd ABN 28 102 824 957;
- (2) **Application Form** means each form used by prospective Students to apply to enrol in the Guardianship Program and obtain Services from GA and **Application** means such an application;
- (3) **Charges** means amounts payable to GA that are not Fees;
- (4) **Enrolment** means the enrolment of a Student in the Guardianship Program, and **Enrol** and **Enrolled** have the corresponding meanings;
- (5) **Fee Schedule** means the Schedule called "Fees and Charges – Guardianship Australia" set out on the Website, or as otherwise notified to the Student by GA, or any replacement schedule of fees and charges issued by GA;
- (6) **Fees** mean fees paid or payable under an Student Agreement or otherwise in relation to the Services;
- (7) **GA Services Form** means the form called "Guardianship Australia Services" set out on the Website or as otherwise notified to the Student by GA;
- (8) **Government Authority** means government and any governmental body, whether legislative, judicial or administrative, and any department, commission, authority, instrumentality, tribunal, agency or entity whether commonwealth, state, territorial or local;
- (9) **Guardianship Program** means the program under GA supplies the Services to Students;
- (10) **Legal Guardian** means a person who has legal custody of a Student in lieu of or in addition to the Parents of the Student and is entitled to enter into contracts and other commitments on behalf of the Student;
- (11) **Nomination of Accommodation and Guardian Form** means the form of that name issued by GA or AE and any replacement form;
- (12) **Parent** means a parent who has legal custody of the Student;
- (13) **Policies** mean all policies issued by GA including all Policies published on the Website or as otherwise notified to the Student by GA;
- (14) **Procedures** mean all procedures issued by GA including all Procedures published on the Website or as otherwise notified to the Student by GA;
- (15) **Refund Policy** means the refund policy issued by GA from time to time as published on the Website or as otherwise notified to the Student by GA;
- (16) **Services** means the guardianship and support services and related services supplied or to be supplied by GA to a Student under a Student Agreement or otherwise as set out in the GA Services Form or as otherwise notified to the Student by GA;

- (17) **Student** means a person who enters into a Student Agreement with GA;
- (18) **Student Agreement** means the agreement made between GA and a Student when GA accepts an Application; and
- (19) **Website** means www.guardianshipaustralia.com.au (or such other IP address as adopted by GA for those purposes)..