

Terms and Conditions for Education Courses

1. Definitions

In these terms and conditions:

AEMO means Australian Energy Market Operator Limited ABN 94 072 010 327.

Content means any course notes, video recordings and other materials, documents or information in whatever form that is made available to You as part of, or for the purposes of, an Education Course and includes all copies of such materials, documents and information.

Contract means the agreement between AEMO and You that is formed when AEMO accepts an Order You have submitted. Its terms and conditions are comprised of this document and the Order.

Education Course means any of the education courses listed on AEMO's website, from time to time, being capable of being undertaken via instructor-led, eLearning or online video format.

Loss means any damage, loss, cost, liability or expense (including legal costs and expenses) and which may arise directly or indirectly.

Order means an order You place to enrol in an Education Course.

Prescribed Term means a term, condition or warranty implied or incorporated by law into a contract for the supply of goods or services that cannot be excluded, restricted, or modified, or that may be excluded, restricted or modified to a limited extent only.

You or Your means the person whose details are entered in the Order.

2. Contract

A Contract is formed upon AEMO's acceptance of Your Order and payment of the charges has been confirmed. The Contract cannot be varied, unless AEMO agrees to vary it in writing.

AEMO may vary these terms and conditions, from time to time, by posting amendments to its website. The amendments will take effect immediately from the time they are posted on this website, and will apply to all Orders submitted after that date.

3. Prices

Education Course prices are listed on the AEMO website, in Australian dollars, inclusive of Goods and Services Tax (GST), except where otherwise shown. International customers, whom enrol in online courses, will not be charged GST.

4. Payment

You can pay for the Education Course using a Mastercard, Visa or American Express credit card via a payment gateway. When Your payment is confirmed, the listed amount will be deducted from Your credit card. A tax invoice, evidencing your payment, will be emailed to You and available for You to download upon successful payment on the AEMO Learning Academy. Payment for an eLearning or online video product will enable instant access.

If an invoice is issued via AEMO Accounts, payment terms are 7 days, or no later than 1 day prior to the commencement of the Education Course (whichever is the earlier).

5. Enrolment

AEMO will only make the Education Courses available to You that You have paid for. You may enrol online and undertake the Education Course by following the steps provided to You on AEMO's website after payment has been confirmed.

6. Cancellation

6.1 eLearning and online video Education Courses

Once enrolled, You cannot cancel an eLearning or online video Education Course. If AEMO cancels an eLearning or online video Education Course, after You have paid for it, the amount paid will be refunded as soon as reasonably practicable.

6.2 Instructor-led Education Courses

6.2.1 Face-to-Face Education Courses

Once enrolled, You may cancel a face-to-face Education Course if You notify AEMO in writing of the cancellation at least seven days prior to the commencement date of the relevant Education Course, whereupon AEMO will refund the fees paid by You.

If cancellation is received within seven days prior to the commencement date of the relevant Education Course, AEMO will deduct any out-of-pocket expenses, and refund the remaining monies.

6.2.2 Virtual Education Courses

Once enrolled, You may cancel a Virtual Education Course if You notify AEMO in writing of the cancellation at least seven days prior to the commencement date of the relevant Education Course, whereupon AEMO will refund the fees paid by You.

6.2.3 No refund is payable if You fail to attend the Education Course You have enrolled for. If AEMO cancels a Education Course, AEMO will refund the amount paid as soon as reasonably practicable.

7. Changes to Education Courses

7.1 eLearning and online video Education Courses

Once enrolled, You cannot choose to undertake a different online Education Course to the one You have paid for.

7.2 Instructor-led Education Courses

Once enrolled, You cannot choose to undertake a different Instructor-led Education Course to the one You have paid for. However, provided You give AEMO no less than seven days' written notice, You may change the date on which You will attend the Education Course to the next available date for that Education Course.

You may transfer the enrolment to a colleague from the same company, provided You give AEMO no less than seven days' written notice.

8. Privacy Statement

AEMO's privacy statement ([AEMO Privacy Statement](#)) applies to any personal information that You submit on an Order, or otherwise provide to AEMO, when You purchase, or offer to purchase, an Education Course from AEMO.

9. Copyright

AEMO and its licensors own and retain all rights, title and interest in and to the Content including all related intellectual property rights. You may use the Content solely for Your private study and research. No part of the Content may be reproduced, stored in a retrieval system, distributed or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without AEMO's prior written permission. For example You must not use any artificial intelligence or other tools to record or transcribe any of the Content, without AEMO's prior written permission.

10. Disclaimer

Information contained in the Education Courses is in general terms and neither purports, nor intends, to be advice. No person should act, or refrain from acting, on the basis of the Information, without considering (and if appropriate), taking independent professional advice, after giving due regard to Your circumstances.

11. Our liability to You

To the extent permitted by law, AEMO has no liability for any Loss arising from or in connection with the Contract whether in contract, tort (including negligence), statute or otherwise.

If any law prohibits the exclusion of such liability for Loss described in this clause or otherwise implies or contains a term or guarantee that cannot be lawfully excluded, including under a Prescribed Term, then to the extent those terms apply, AEMO's liability will be limited, at AEMO's option, to the re-supply of the relevant Education Course or Content or the cost of re-supplying the relevant Education Course or Content, provided that this limitation is permitted by law and is fair and reasonable in accordance with law.

The terms set out in the Contract do not vary or exclude the operation of any provision in energy legislation that further limits, or excludes, the liability of a party.

12. Notices

Any notices that You wish to send to AEMO must be sent to:

energyeducation@aemo.com.au.

13. General

The Contract:

- replaces all previous representations, arrangements, understandings and agreements between You and AEMO, and
- contains the entire agreement between You and AEMO relating to the subject matter of the Contract.

The Contract is governed by the laws of Victoria, and You and AEMO each irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria.