



The Australian Power Institute

Connects. Collaborates. Contributes.

Terms and Conditions

These Terms and Conditions ("Terms") govern The Australian Power Institute ("API") and each delegate that has registered to attend a course ("Course") or registered for any online material hosted by API. Please read the Terms carefully as they contain important information. You acknowledge that you have read and agree to be bound by these Terms upon submitting your registration to API.

1. Registrations

1.1 Your registration is subject to acceptance by API of which acceptance will be acknowledged (in writing via email) after API has received your fully completed registration, the fee related to your registration (Fee) and any required supporting documents.

1.2 The Fee for the Course is correct at the time of publication. API reserves the right to change the fee at any time but changes will not affect registrations that have already been confirmed in writing by API.

2. Terms of Payment

2.1 You can make payment by credit card, direct deposit, or by posting cheque. (Details on registration form.)

2.2 Receipts for payment are provided from API in electronic email format.

2.3 You are aware that full payment for all API courses and qualifications is expected prior to commencement of said Course unless prior arrangements have been made.

3. Cancellations - Delegates

3.1 Notification of cancellation of your registration for the course must be made in writing (Notification) and sent to API by email. The notification must include all relevant information.

3.2 If the Notification is received by API 5-20 working days or more prior to the date of the Course, API will provide a credit note. Credit notes issued will be valid for 12 months.

3.3 If the Notification is received by API 1-4 working days prior to the date of the Course, you will forfeit the course Fee. Should there be extenuating circumstances; API will review this term appropriately.

3.4 If you fail to attend the scheduled Course, this will not be deemed a cancellation and you will forfeit all fees for that particular Course.

4. Substitutes - Delegates

4.1 If you wish to send a substitute to the Course in your place, you must advise API via email with notice of at least 3 working days.

5. Modification/Postponement/ Cancellation of the Course

5.1 API reserves the right at any time to:

(a) Change the format, participants, content, and timing or any other aspect of the Course;

(b) Postpone the Course;

5.2 If the Course is cancelled or postponed by API:

(a) API reserves the right to cancel a Course at any time, without incurring any additional liability to the Licensor or any delegate. In such circumstances, API will either offer alternative dates or a full refund.

5.3 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

6. Delegate's rights and obligations at the Course

6.1 API reserves the right, without any liability, to refuse admission to, or to eject you from the course, in its absolute discretion, including (without limitation), for failure to comply with these terms or if in the opinion of API you represent a security risk, nuisance or annoyance to the running of the Course.

6.2 You agree to comply with all reasonable instructions issued by API or the Facilitator of the Course.

6.3 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at the Course and/or in or at the Venue.

6.4 You acknowledge that you may be filmed, sound recorded and/or photographed by API at the Course and API may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

6.5 You agree as a participant of an API Course to:

- (a) Not copy, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation except where copying is necessary for the purposes of completing the relevant Course;
- (b) Not to alter or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or be incorporated to, any other materials;
- (c) Include the copyright notice of API on all entire and partial copies you may take of the Training Materials or Documents on any medium;
- (d) Provide or otherwise make available the Training Material or Documents in whole or in part, in any form to any person without prior written consent from API.
- (e) Ensure that the use of the materials is in accordance with these Terms

7. General

7.1 API reserves the right to amend these Terms from time to time and you will be subject to the Terms in force at the time API registers you for the Course.

8. Intellectual Property Rights

8.1 You acknowledge that all intellectual property rights belong to API and API Associates for all materials purchased and received. All intellectual property rights of any nature in any intellectual property developed or created by API and API Associates developed or produced under these Term's will be original and will not infringe the intellectual property rights of third parties.

8.2 API and API Associates grant a worldwide license to you and that you have no rights in the materials other than the right to use the materials in accordance with the Terms of the license.

8.3 You agree to indemnify the Company against any loss, damage or expense, which the Company incurs as a result of any breach of the license.

Entire Agreement

These Terms and any document expressly referred to in them, represent the entire agreement between you and API in relation to the purchase of Program, Training Material and Documentation and supersede any prior agreement, understanding or arrangement between Yourself and API whether written or oral.

Both API and Yourself acknowledge that in entering these Terms, neither has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between API and yourself prior to entering these Terms, except as expressly stated in these Terms.

Neither API and Yourself shall have any remedy in respect of any untrue statement made by the other, whether in writing or orally, prior to the date of entering these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

Privacy Statement

API is committed to protecting your privacy and the confidentiality and the security of personal information provided by you. The personal information you provide is necessary to process your registration form, which may include updating your record and profile information. We may use your personal information to contact you about professional development and associated events, latest news and API updates, to conduct analysis or market research to identify the ongoing needs of registrants and to generally provide you with information on services and benefits.

You have the right to correct any information we hold about you through written communications. You also have the right to opt out from receiving any further communications from API by clicking unsubscribe from emails. API shares information with the API Board for the purposes of providing integrated products and services, and an improved user experience.