

**Performance  
English**  
Career Success through Communication



# **Website Terms & Conditions As At August 2008**

Private and Confidential

# Performance English Website Terms & Conditions

## **Performance English Enrolment Terms & Conditions**

Please take a few moments to read these terms and conditions prior to enrolling in any course via this website. These terms and conditions govern the use of this website and the purchase of any course from it.

Should you have any questions or wish to clarify the meaning of any of these terms and conditions, please contact Performance English on 02 8404 2770.

## **Acknowledgement of Terms and Conditions**

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## **General Information:**

Performance English reserves the right to alter this course guide and website without warning. Performance English accepts no responsibility for students' vehicles or personal property. Performance English reserves the right of entry to all of its courses and all courses offered by its partners. Enrolment is conditional on the student's adherence to the rules and regulations of Performance English.

The teacher is deemed the person in charge of the class. The Principal of Performance English is the final arbiter of disputes. Every effort is made to ensure the accuracy of information of course information in print form and found on this website. Performance English may amend these Terms and Conditions from time to time. Any amendment will be effective immediately. Your continued use of this website after any amendment becomes effective constitutes an agreement by you to abide and be bound by these Terms and Conditions, as so amended.

## **Information you provide to us**

All information provided by you when you enroll, is referred to in these Terms and Conditions as "User Information". When you provide any User Information you are representing and warranting that all of the information provided is true and correct and are agreeing to indemnify Performance English for any losses, costs expenses or damages that Performance English may suffer if any of this information is not correct.

You should review the Performance English Privacy Statement for further information concerning the collection and usage of User Information. You grant to Performance English the right to disclose aspects of your User Information as expressed in the Performance English Privacy Statement.

**Age Limit**

The courses offered by Performance English are only available to individuals who can make legally binding contracts. Enrolment from this website is not available to persons under the age of 18 years old and any other persons who are legally prohibited from entering into binding contracts.

**Enrolment**

Any enrolment made by you in the manner described in this website is an offer by you to purchase a particular course or service for the price (excluding other charges) specified in this website at the time you place your order. Performance English reserves the right to accept or reject your offer for any reason, including, without limitation, the unavailability of any course, an error in the price or the product description posted on this website, or an error in your order. There may be reasons why Performance English cannot complete your enrolment. Therefore, your contract with Performance English only comes into existence when Performance English advises you that it has accepted your enrolment and receipt of your payment has been sent to you via Australia Post or has been received by your email server.

**Fees**

Fees for courses are for tuition only and do not unless expressly stated, include the cost of Government charges and taxes including any Goods and Services Tax, consumables and other costs such as text books and manuals or other incidental costs. The availability of courses and services may change from time to time.

**Taxes**

You are responsible for any taxes, duties or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed on any courses or services acquired or ordered by you from this website.

**Advertised Dates**

The advertised dates of courses may change without warning. If this is the case, all reasonable attempts will be made to contact you; however, confirmation of starting time and venue remains the responsibility of the student.

**Cancellations**

You should review the Performance English refunds policy situated on this website for information concerning refunds. You agree to be bound by the terms of the returns policy and Performance English's liability is limited as expressed in that policy and these Terms and Conditions.

**Termination**

Your ability to purchase products and services from this the website may be terminated at any time by Performance English without notice. All restrictions, licenses granted by you

and all disclaimers and limitations of liability by Performance English will survive termination.

Should you object to any of these Terms and Conditions (including any subsequent amendments), you must immediately: discontinue use of this website; and if applicable, notify Performance English and terminate your enrolment.

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These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of NSW. You and Performance English agree to submit to the exclusive jurisdiction of the courts of the state of NSW. If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Performance English's failure to exercise or enforce any rights or provisions of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Performance English in writing.

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  - the replacement of the goods or supply of equivalent goods;
  - the repair of such goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods;
- or
- the payment of the cost of having the goods repaired; and
- if the breach to services:
  - the supplying of the services again;

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