

Terms and Conditions

Definitions

Any term used in these terms and conditions will have the same meaning as set out below:

- “we” “us” “our” or “The Centre” means The Ramsay Centre for Western Civilisation.
- “you” or “your” are references to the applicant.
- “Program” means the Ramsay Centre’s Summer Program.
- “Letter of Offer” means an invitation to enter into contractual relations with the Ramsay Centre consisting of the letter sent to the named applicant setting out the details of the program.
- “Program Information” means the information available on the Summer Program webpage on the Ramsay Centre’s website.
- “Contract” means the contract between us and you for the provision of the Program in accordance with these terms and conditions, including the contents of the Letter of Offer to you.
- “Cancellation Period” means the period between the date the Ramsay Centre receives your confirmation of attendance and 18 December, 2018. During this time you have a right to cancel for any reason.
- “writing” or “written” means any form of written communication, including emails.
- “email address” means the emails address provided by you with your application.

We are the Ramsay Centre for Western Civilisation located at 173 Macquarie St, Sydney, NSW, 2000.

These terms and conditions apply to the enrolment of applicants on a Summer Program and the provision of the program by us. Both parties are bound by these terms and conditions upon acceptance of an application for such enrolment.

1. Agreement with The Ramsay Centre

1.1. The purpose of these terms and conditions is to set out the basis for your relationship with Ramsay Centre when you apply for our Summer Program.

1.2 Your agreement with the Ramsay Centre is made up of these terms and conditions, your Letter of Offer, the Program Information.

1.3 Please read these terms and conditions carefully before you submit your application to us. These tell you who we are, how we will provide the Program to you, how you and we may change or end the agreement, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

1.4 We are The Ramsay Centre for Western Civilisation a body incorporated by guarantee and an exempt charity. Our principal address is 173 Macquarie St Sydney. Our registered ABN is 22 617 686 905.

1.5 You can contact us by writing to us by email at summerprogram@ramsaycentre.org.

1.6 If we have to contact you during the admissions process we will do so by writing to you at the email address you provided to us in your application.

1.7 Your application form will be a request by you to be considered to attend the Program in accordance with these terms and conditions.

1.8 Our final acceptance of your enrolment will take place when we email you your letter of offer, at which point a contract will come into existence between you and us.

1.9 If we are unable to accept your application, we will inform you by writing to you at the email address you provided to us in your application.

2. Admissions

Applications for enrolment on the Program must be made using the application form available online. We are able to accept paper applications only if there are circumstances where you need to do so; please let us know in advance.

Admission to the Summer Program is based on a first come, first served basis.

If we are unable to accept your application, for example because all places on the program have been taken, we will inform you by writing to you at the email address you provided to us in your application. If we accept your application, you will be notified by email,

The Centre reserves the right to accept late applications at its discretion.

All questions on the application form are to be answered truthfully and all attachments need to reflect the truth. You confirm this upon submitting your application form. If you have provided us with information which is later found to be untruthful, the Centre reserves the right to reject your application or withdraw the acceptance of such an application at any time. No costs, including but not limited to travel arrangements, will be reimbursed as further detailed in Clause 11 – Limitation of Liability, below.

All our admission decisions are final, but you do have a right to complain, details of how to make a complaint are set out in section 14 below. The receipt by us of your application does not oblige us to accept your application for enrolment

3. Cancellations and Non-attendance

a. Cancellation by the Centre

We may only cancel the Program if:

1. there are not enough applicants enrolled on the Program and it is not viable for us to run the Program. The minimum number of applicants required for us to run a Program is currently twenty (20); or

2. the Program's teaching staff fall ill or for other reasons outside our control are unavailable to teach, and no suitable alternative(s) is / are available; or

3. an event which is outside our reasonable control, such as a fire or a flood, means that we have to cancel the Program.

We will notify you about cancellations or postponements as soon as possible and by 18 December 2019 at the latest.

b. Cancellation by the Applicant

You have the right to cancel your enrolment with us for any reason (including if you change your mind) up until 18 December 2019. To cancel your enrolment, you must clearly inform us in writing of your decision to cancel before the relevant date. You may use the model cancellation form at the end of these terms and conditions to notify us of your decision to cancel by email, but you do not have to.

4. Program material and services and limitations on our liability

Your acceptance of our letter of offer in accordance with these terms and conditions entitles you to the services announced on the Summer Program website in relation to the Program. Unless indicated otherwise your attendance includes all meals, accommodation costs and bus travel from our nominated central location to the venue. The Centre does not provide insurances to students, including travel, health or personal injury insurances.

Every effort is made to ensure that all information relating to the Program is correct at the time of going online or to print and the Centre will seek to deliver the Program in accordance with the description set out on the Summer Program web page which can be found [here](#):

There may be situations in which it is desirable or necessary for the Centre to make changes to the Program, either before or after enrolment. The Centre therefore reserves the right to:

- Make reasonable changes to the timetable, location or academic staff specified for the Program;
- Make reasonable changes to the content of the Program when necessary.
- Use selected third party providers when delivering the Program

We will make every effort to provide the Program that you signed up for, but in the event that we have to make changes to the Program content, venue of the Program, speakers or academic tutors then we will let you know as soon as possible. If you are significantly and adversely affected by these changes and do not want to continue with the Program as a result of these changes then you will have the right to cancel your enrolment on the Program.

To help us enrol you on to the Program, you must provide us with all information requested in connection with the Summer Program. You can contact the Ramsay Centre office with any queries about the Program and its details.

5. Student behaviour and discipline

It is a condition of your agreement with us that you agree to comply with our Code of Conduct. It is a requirement of your enrolment that you read and sign the Centre's [Code of Conduct](#).

If you fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the Centre's employees or contractors, or bring the Centre into disrepute through your actions, or fail to comply with the requirements of the accommodation provider, we reserve the right to remove you from the Program or exclude you from the venue and/or, where appropriate, any accommodation provided to you. **In such cases your parent or guardian will be notified and responsible for your travel from the venue.**

6. Limitation of Liability

Nothing in these terms and conditions will limit or exclude the liability of the Centre for:

1. Death or personal injury arising from our own negligence, or
2. Fraud or fraudulent misrepresentation, or
3. In respect of a liability not lawfully excluded or restricted, including your right to require repeat performance.

Otherwise, our liability to you with respect to the provision of a Summer Program, the cancellation,

Our liability to you with respect to the provision of a Summer Program, the cancellation, postponement, or amendment of a Program, any negligence, any breach of these terms and conditions, or arising in any other way out of or in connection with the subject-matter of these terms and conditions, will not extend to

- (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or
- (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

Liability in respect of personal property and vehicles; you are responsible for arranging insurance. We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left at the venue whether by you or any other person and it is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

7. How we may use your personal information.

The Centre will use your personal information in accordance with its privacy statement on student data protection which are located on the Student Information Form.:

8. Complaints

If there is a problem with the enrolment process, or if you have any questions or complaints about the services, please contact us. You can contact us by email at summerprogram@ramsaycentre.org.

9. Governing Law

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of New South Wales.

10. Other important terms

Nobody else has any rights under this contract. This contract is between you, your parent or legal guardian and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Model cancellation form

To: The Ramsay Centre for Western Civilisation
173 Macquarie Street
Sydney NSW 2000
Email: Summerprogram@ramsaycentre.org
Phone 02 9134 7900

I hereby give notice that I cancel my enrolment for the Summer Program scheduled for 19 – 21 January 2020 at the Sydney Conference and Training Centre.

Name:

Address:

Signature

Date