

PRAXIS Australia Student Terms and Conditions

Access and use

By accessing the PRAXIS online Learner Management System ('**LMS**') and Moodle site via the PRAXIS Australia Ltd ('**PRAXIS**') website at: www.praxisaustralia.com.au ('**Website**') for the purposes of enrolment in a course, unit of study/module or subject offered by PRAXIS ('**Course**'), you agree that you have read and agree to be bound by the terms and conditions set out below ('**Terms**').

Please seek **independent legal advice** if you have any questions or concerns about these Terms before accepting them.

To the extent of any inconsistency with these Terms and any other terms and conditions that you may read on our Website, these Terms prevail to the extent of the inconsistency.

Changes to the Website

PRAXIS Australia may in its absolute discretion (and without notice) change these Terms at any time, including (but not limited to) changes to the LMS, Moodle site and its Website, such as information provided about admission requirements, course content, course fees and PRAXIS services. PRAXIS Australia will publish these changes on this webpage or elsewhere on its Website.

Accuracy, completeness and currency of information and material on webpages

You acknowledge that whilst every reasonable effort has been made to include all relevant information on the pages of the Website about the Courses (including the content of those Courses and applicable fees), subject to your Statutory Guarantee Rights (discussed below) and otherwise to the extent permitted by law, this cannot be guaranteed, given that information is gathered from numerous sources, PRAXIS cannot and does not warrant that any information on the Website is correct or up to date.

The relevant authorised officer, originating or authorised faculty, of PRAXIS responsible for the Course can provide all correct and up to date information on the Course in which you are interested. You must consult them directly to confirm the accuracy, completeness and currency of the information found on any page of this Website (including information about Course content and fees). You must do this before taking any step towards enrolment with PRAXIS.

Your Application

You agree that when you apply to enrol in a Course that:

- ***you will pay any applicable fees or other liabilities incurred by you in applying to or undertaking the Course, either on demand or otherwise when provided for, within 14 days of receipt of invoice, or as otherwise agreed and authorised by PRAXIS;***
- in response to each question or request for information on the Website, you have provided in your Application all information within your knowledge, having conducted all reasonable inquiries;
- all information supplied by you as part of your Application is in no way misleading and/or deceptive and completely accurate as at the date of your Application;
- you will directly notify PRAXIS immediately should any information contained in your Application no longer comply with these Terms, or be completely accurate at the time that you are formally enrolling with PRAXIS, and you agree to advise PRAXIS so that it has an opportunity to consider what impact this may have on your enrolment;
- if you provide any formal written responses as part of your Application you warrant that it was completed by you and without any assistance from any other person or any other source whatsoever (unless and to the extent otherwise authorised by PRAXIS);
- you will only use this Website or other websites or website portals as authorised by PRAXIS for the purpose of applying to enrol in a Course and for no other purpose;
- and you will not do anything to interfere with the functioning of the PRAXIS LMS or this Website or other applications within the PRAXIS systems other than using this system for your admission to the Course;
- and you understand that your Application and enrolment at PRAXIS is subject to you complying with these Terms

You further agree to the following:

- PRAXIS's policies and procedures (as may be amended from time to time) apply to your admission, enrolment and payment of fees; and
- you and anyone nominated by you, agree to receiving communications from PRAXIS via email and your online Student portal (LMS)

Privacy

PRAXIS has a Company Privacy Policy which can be found [here](#) and a "Collection of your Personal Information" statement that is issued to all students on first enquiry or enrolment application. This can be made available to review at any time. If you would like further information, please send an email to info@praxisaustralia.com.au.

Copyright

You agree that PRAXIS is the rightful owner of any intellectual property in the content of the PRAXIS Website (and the webpages that form part of it) including our Moodle site and Learner Management System (LMS) where online course content is hosted. The software that forms part of PRAXIS is either owned by PRAXIS or PRAXIS is an authorised user pursuant to a licence agreement with a third party.

You are permitted to use (copy, save, download) material on the PRAXIS Website, Moodle site or LMS for the sole purpose of completing your application or enrolling in and/or undertaking a Course with PRAXIS.

You are not permitted to use any of the material on the PRAXIS Website, Moodle or LMS sites for any other purposes (commercial or otherwise) unrelated to your application and enrolment to PRAXIS (unless permitted by prior written consent of an authorised officer of PRAXIS, or under relevant Australian copyright law).

If you have any questions about permissible use of any copyright material that forms part of the PRAXIS website, please direct them to the CEO.

Hyperlinks to other websites

From time to time PRAXIS might display on its Website, Moodle site or LMS, hyperlinks to other websites outside of PRAXIS. You agree that this does not in any way imply that PRAXIS is a supporter of or has any affiliation, relationship, partnership or otherwise with that external body, and the goods and/or services offered by that body, nor do we exercise any sort of editorial control over the content of those external websites (unless these issues are explicitly addressed on our own Website).

You are encouraged to read any further terms and conditions that may govern your use, access or otherwise of these external websites.

Potential errors, viruses, and other technicalities in this Website

You acknowledge that whilst every reasonable effort has been made by PRAXIS to ensure the successful operation of the LMS and the Website, subject to your Statutory Guarantee Rights (discussed below) and otherwise to the extent permitted by law, PRAXIS cannot and does not guarantee that the LMS (and any other application management systems) and the Website will operate free of errors (including any security breaches) or any other technicalities that may impede its functionality at all times of operation.

Subject to your Statutory Guarantee Rights (discussed below) and otherwise to the extent permitted by law:

- you agree that your use of the PRAXIS Moodle site, LMS (and any other application/management systems) and the Website is at your own risk, and you should be aware of this prior to using that application and this Website for the purposes of your Application; and
- PRAXIS does not accept any responsibility, and cannot guarantee, the security of information sent by you or on your behalf as part of your Application (or otherwise) to PRAXIS including via the Internet or any other means.

Warranties and your Statutory Guarantee Rights

You acknowledge that you enter into these Terms freely and voluntarily based upon your own information, legal advice, and/or investigation.

You have rights under the Australian Consumer Law, as defined in the Competition and Consumer Law Act 2010, ('**Statutory Guarantee**') for any loss or damage you suffer in connection with the PRAXIS LMS (and any other application management system) and the Website, but, PRAXIS and its officers otherwise accept no responsibility to you for that loss or damage.

To give legal effect to the foregoing:

(a) you waive any rights you have or may have against PRAXIS and its officers in respect of any Claim in connection with the PRAXIS Moodle site, LMS (and any other application management system) and the Website, in respect of which PRAXIS acts as agent for its officers and holds their respective rights hereunder on trust for those officers;

(b) nothing in these Terms excludes, restricts or modifies, or has the effect of excluding, restricting or modifying, the application of, or your exercise of the Statutory Guarantees or any liability of PRAXIS for failing to satisfy the Statutory Guarantees in connection with the Moodle site, LMS (and any other application management system) and the Website, where to do so would have the effect of rendering the relevant provision in these Terms void or otherwise unenforceable; and

(c) subject to paragraph (b) (above), any condition, warranty or guarantee implied by law is excluded from these Terms and the liability for a breach of any Statutory Guarantee is limited to the full extent permitted by law, where **Claim** means any claim, allegation, suit, action, demand, cause of action or proceeding (including any prosecution, in which the prosecuting authority seeks a pecuniary penalty), irrespective of when it arises, whether or not it is actual or contingent and whether or not it is at law (including under contract or tort), in equity or under statute.

Payment of Tuition Fees

- Students understand they will not be allowed to commence or continue their program until all fees are paid in full, unless by other arrangement and express authorisation of PRAXIS staff.
- Failure to pay fees in full by the due date may incur a late fee AND the cancellation of a student's enrolment.

Cancellation Disclaimer/ Policy:

PRAXIS Australia is committed to providing high quality relevant workshops to meet the needs of the health and education sector.

- PRAXIS Australia, has the right to cancel a workshop or training session due to unforeseen circumstances such as low registration/attendance numbers.
- PRAXIS Australia will confirm with all registered attendees if a workshop is to be cancelled ahead of the workshop date.

Participant Cancellation / Withdrawal policy:

- All cancellation requests for all services must be made in writing to the PRAXIS contact or info@praxisaustralia.com.au and a confirmation reply received within 14 days of submitting an enrolment request/form. For a “Virtual” Workshop the term is 7 days.
- Cancellations or transfers are subject to the following terms:
 - No refunds or transfers are permitted for online course enrolments (including HREC Essentials and Research Essentials) if the following conditions apply
 - The request is made >14 days after completion and submission of an enrolment form/request; or
 - The student has accessed the course content via the LMS; or
 - The student “changes their mind”
 - No refunds will be made for any cancellations or transfers received within 14 days prior to an “in person” workshop or paid event, and 7 days for a “Virtual” workshop, unless permission has been granted by PRAXIS staff and a written confirmation received
 - Cancellations to any services made 15 or more days prior to a workshop or paid event or 15 days after submission of an enrolment form for other online courses will incur a \$100 administration fee
 - Non -attendance at a planned session without prior notification will incur the full fee payable and no refunds will be made
 - Students that submit an enrolment form for online courses, including HREC Essentials and Research Essentials who fail to notify PRAXIS of their decision to withdraw within 14 days of their enrolment submission, will be subject to full payment of fees . Non - payment will result in debt collection activities.

Program Change/Deferral

- Program changes are subject to the approval of the PRAXIS CEO or delegate
- Program changes may attract an administration charge.
- Under exceptional circumstances students may apply to defer. Written applications with supporting documentation must be received by the PRAXIS CEO or delegate as soon as practicable.
- Students who withdraw prior to program completion will not be entitled to a refund or fee reduction.

Cancellation of a Course or Variation of Course Requirements, Content and Structure

- Subject to any legislative requirements, PRAXIS reserves the right to cancel a course or vary the requirements, content or structure of a course at any time as a result of: (a) low enrolment numbers for the course; or (b) any other circumstance beyond PRAXIS' reasonable control.
- PRAXIS will give you reasonable notice of any cancellation or variation of a Course to which you are admitted.
- PRAXIS will make every reasonable effort to ensure that cancellation or variation of the requirements, content or structure of any course will not impede your progress towards the completion of your Course.
- To the fullest extent permitted by law, you release PRAXIS from any and all actions, claims, proceedings or demands in respect of any loss or damage (whether special, direct, indirect or consequential, including consequential financial loss) arising out of or in connection with the cancellation or variation of a Course by PRAXIS in accordance with this clause University will give you reasonable notice of any cancellation or variation of a Course to which you are admitted.

General

If any part of these Terms are held to be invalid and/or unenforceable, that part shall be severed from the Terms, and the remainder of these Terms will continue to be valid and enforceable.

Contact Details

Postal

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Eastwood, SA 5063

Phone: +61 (8) 8122 4576

Email: info@praxisaustralia.com.au