

UQ and Oxford Program Terms and Conditions for Participants

Please read this document carefully.

These terms contain important information about your application for and enrolment in The University of Queensland (UQ) and The University of Oxford Saïd Business School (OSBS) Executive Leadership Program. They include rules that apply to your conduct, behaviour, and use of the services of both Universities, circumstances when the Program may be suspended or terminated, and how changes might have to be made to teaching or services in certain circumstances.

1. Program Terms & Conditions

- 1.1. These Terms and Conditions apply to your enrolment in the Program. They comprise:
 - 1.1.1. These Terms and conditions
 - 1.1.2. The Program description on the Program website
 - 1.1.3. The confirmation email to commence this Program
- 1.2. The invitation email is an offer by UQ to Participants for a place in the Program. In order to accept the place, Participants must register and make payment as discussed below (either a deposit or full payment), and a contract arises when UQ receives registration and payment. UQ will then confirm the Participants' place in the Program via a confirmation email after registration and payment is received.

2. Eligibility

- 2.1. The contribution of each Participant in this Program is an important part of the learning experience for all Participants. The eligibility criteria ensures that Participants have an appropriate level of knowledge and experience to participate in and contribute to the discussions and case studies that form part of the learning process of the Program.
- 2.2. Participants must meet the eligibility criteria set out on the Program website, as well as any academic or financial conditions set out in the confirmation email or accompanying documents.
- 2.3. Participant numbers may be assessed, dependent upon course requirements, including a limit on the number of Participants from any one organisation.

3. Enrolment

- 3.1. You must apply for enrolment in the Program through the Program website.
- 3.2. You warrant that any information you submit as a part of the enrolment process is true, accurate and complete (e.g does not omit information you have been asked to provide).
- **3.3.** If any information you submit is not true, accurate and complete, UQ may terminate your involvement in the Program. UQ will act reasonably in doing so.

4. Participant Obligations

4.1. While undertaking the Program at UQ facilities, Participants must comply with all relevant UQ policies as if the Participant were an enrolled student at UQ, including the following policies and all relevant procedures (as amended from time to time):



- 4.1.1. <u>Student Integrity and Misconduct</u>
- 4.1.2. Sexual Misconduct Prevention and Response Policy
- 4.1.3. Student Code of Conduct
- 4.1.4. Information and Communication Technology Policy
- 4.1.5. <u>Health, Safety and Wellness Policy</u>
- 4.1.6. Any other policy or procedure notified by UQ to Participants
- 4.2. While undertaking the Program at OSBS facilities, Participants must comply with OSBS' Statutes and Regulations as amended from time to time and with the Statements and Codes of Policy, Practice and Procedure which are made under them, including:
 - 4.2.1. The University's Code of Discipline under Statute XI;
 - 4.2.2. Regulations concerning the Participants studies, conduct, and behaviour including regulations relating to harassment, the use of IT facilities, health and safety issues, and legislative requirements such as data protection.
 - 4.2.3. OSBS' policies and guidance as amended from time to time.
- 4.3. Participants may be removed or suspended from the Program if either UQ or OSBS considers that the Participant is in breach of any of the policies and procedures referred to above.
- 4.4. Participants must act as a responsible member of UQ's and OSBS's community, including treating other members of the community, fellow Program participants and the public with courtesy and respect.
- 4.5. Participants must comply with other reasonable instructions in relation to the delivery of the Program.
- 4.6. Participants must physically attend all teaching sessions (either at UQ facilities or OSBS facilities, except in case of sickness), arrive promptly, carry out all relevant preparation for Program sessions and engage fully with Program activities.
- 4.7. Participants who fail to comply with the Participant obligations set out in these terms and conditions may be excluded from sessions to ensure your behaviour does not have a detrimental effect on other participants and may be excluded from the Program in serious cases.
- 4.8. If you fail to meet the attendance requirements of the Program, you will not receive your certificate of completion.
- 4.9. Participants must take out travel insurance to cover their travel to and attendance at the Program.

5. Fees and Payment

- 5.1. Details of the Program fees and charges are set out on the Program website.
- 5.2. The confirmation email will set out the Program fees and charges you must pay.
- 5.3. Participants must pay the Program fees and charges in full by the dates set out in the confirmation email, either by way of:
 - 5.3.1. payment in full; or
 - 5.3.2. an initial deposit and payment instalments.
- 5.4. UQ and OSBS may refuse admission to the Program should the Participant have not paid the full Program fee by the dates set out in the confirmation email.
- 5.5. Participants must pay all Program fees in Australian dollars, and must pay any currency conversion costs or other charges incurred in making the payment or in processing a refund.

6. Cancellations

6.1. Participants must make requests for any cancellations to UQ Executive Education at execed@business.uq.edu.au



- 6.2. Participants may only make requests for cancellation at least 21 days or more before the Program commencement date, in which case UQ will refund amounts paid with a deduction of \$88 (incl. GST) administration fee and any other non-refundable costs already incurred for the participant.
- 6.3. Participants requesting cancellation will only be entitled to a refund of the accommodation element of the fees, if, and to the extent that UQ and OSBS are able to obtain a refund from the relevant third-party provider. Participants acknowledge that cancellation policies made by external accommodation providers are outside the control of UQ and OSBS.
- 6.4. No refund will be provided for cancellations requested by Participants less than 21 days from the Program commencement date.
- 6.5. UQ and OSBS reserves the right to cancel the Program and will provide participants with written notice in such circumstances. If UQ and OSBS cancel the Program, they will refund 100% of the Program fee (including any accommodation fees).
- 6.6. UQ and OSBS are not responsible for any expenses that participants may have incurred in attending or related to the attendance of the Program.

7. Participant substitutions and deferrals

- 7.1. Registrations can be transferred to a suitably qualified colleague at no additional cost if the Participant is unable to attend with the approval of the Participant's sponsoring agency
- 7.2. UQ must be notified in writing at <u>execed@business.uq.edu.au</u> of replacement details a minimum of 3 business days in advance of the Program commencement
- 7.3. Substitutions made with less than 72 hours' notice of the Program commencement cannot be guaranteed
- 7.4. Under exceptional circumstances deferrals will be allowed for an additional 12 months from the date of the original booking
- 7.5. If the Participant fails to take up enrolment within this period, UQ will charge the full Program fee and no refund will be provided

8. Changes to Program – general provisions

- 8.1. UQ and OSBS will seek to deliver the Program in accordance with the description as set out on the Program website.
- 8.2. There may be situations in which it is desirable or necessary for UQ or OSBS to make changes in Program provision, either before or after enrolment. UQ and OSBS reserves the right to:
 - 8.2.1. Make reasonable changes to the timetable, location or teaching faculty specified for the Program.
 - 8.2.2. Make reasonable changes to the content of the Program.
 - 8.2.3. In exceptional circumstances UQ and OSBS may need to suspend, discontinue the Program. This may be due to teaching faculty changes within subject areas, or as a result of low participant numbers on the Program.
- 8.3. If any changes, suspensions or discontinuance of the Program arise under this clause, UQ and OSBS will act reasonably and seek to limit any disruption or loss.

9. Changes because of a pandemic, epidemic or local health emergency

9.1. Where a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or have arisen, UQ or OSBS may make reasonable changes to comply with government and local authority regulations or guidance, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staff or resource constraints.



- 9.2. If such changes are made, UQ or OSBS will inform the Participant and will ensure the key learning outcomes of the Program are still provided.
- 9.3. No refunds, discounts, damages or waivers of Program fees or other charges will be payable to the Participant where changes or delays have resulted from, been caused by, or are in relation to a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness.
- 9.4. To the extent allowed by law, UQ and OSBS will not be liable for any consequential losses or expense the Participant may incur (e.g travel costs) as a result of any such pandemic, epidemic or health emergency measures.

10. Publication and privacy

- 10.1.UQ and OSBS may publish material relating to the conduct and conclusions of the Program.
- 10.2.OSBS will collect and use Participant information about the Participant in accordance with the principles set out in the <u>University's Student Privacy Policy</u> on the University website. This includes ensuring that the Participants data will only be used in a way which is fair, lawful and secure.
- 10.3. UQ will collect and use Participants' personal information in accordance with <u>UQ's Privacy</u> <u>Management Policy</u>. More information on privacy in relation to UQ can be obtained from the <u>Right to Information and Privacy Office</u> and you can contact the <u>Right to Information</u> <u>and Privacy Coordinator</u>. Among other things, UQ may retain, use and disclose personal information provided by the Participant to:
 - 10.3.1. Deliver the Program;
 - 10.3.2. Inform participants of future events or activities at UQ;
 - 10.3.3. Undertake statistical analysis of de-identified data;
 - 10.3.4. Provide to a third party to facilitate the University rankings and accreditation
 - 10.3.5. Provide to a third party contractors that are performing some or all of the services within the Program; and
- 10.4. Participants consent to UQ and OSBS taking photographs and videos of the conduct of the Program delivery which may include images of the Participant and agrees that UQ and OSBS can use those images in the ordinary course of its business.