

Terms & Conditions – HCAP Leadership Program

“HCAP” means Harvard Club Australia Philanthropy Pty Ltd ABN 93 091 483 635 and its agents, servants and employees.

“Client” means any individual or organisation employing, representing or sponsoring a Participant, or expressing an interest, in any course provided by HCAP.

“Participant” means an individual who participates or is intended to participate in any course provided by HCAP.

1. All places are offered on HCAP programs solely on these Terms and Conditions of Business and these Terms and Conditions supersede any terms and conditions referred to or relied on by the Client at any time.

2. REGISTRATION

To secure a place at a Leadership Program, a deposit of \$2750 (which includes GST) is required with application. To secure a place at a Non-Profit Leadership Program, a deposit of \$600 (which includes GST) is required with application.

3. Where an application is made by a third party, on behalf of a Client, the name, address and other relevant details of the Client is required by HCAP and must be disclosed to HCAP at the time the application is made. The name, address and other relevant details of the Participant must also be disclosed by the third party at the time the application is submitted.

4. Registrations are confirmed in writing by HCAP and submitted with an invoice to the client. Acceptance of a deposit payment, which is held in trust until an application is processed, DOES NOT INFER that it has been accepted. Upon acceptance, a welcome email will be issued with confirmation of a place.

5. PAYMENT TERMS.

(i) Net 14 days from the date of invoice
(ii) For places confirmed inside 14 days of the course commencing, payment must be received at the HCAP office not later than the Friday preceding the course. If payment is not made by the due/closing date:

(i) Participation on the course may be refused
(ii) The Client remains liable for the course fee.

6. The course fee includes course materials, accommodation, meals and refreshments served during the hours that the course is conducted. The Client and Participant are responsible for any additional charges made by the hotel/conference centre in respect to food, beverages or other item charges incurred by the Participant.

7. CANCELLATION.

(i) Fifty per cent of the course fee will be charged to the Client for cancellation of a booking within 56 days (8 weeks) of the course start date.
(ii) The course fee will be charged to the Client IN FULL for cancellation of a booking within 28 days (4 weeks) of the course start date. Participants who have to leave the course part way through (even for reasons of ill health) will not receive a refund.
(iii) Cancellation charges required by the venue where we have not been notified in writing at least 2 working days in advance of the course start date must be settled directly by the Client or Participant with the venue.

(iv) In the event of a cancellation within 4 weeks of the program for which no substitute can be found and HCAP is unable to resell the place, program fee paid will be forfeited, refunds and Carryovers in these circumstances are not offered for HCAP Programs.

8. All cancellations must be advised in writing (via email programs@harvardclub.org.au). If the Client notifies HCAP of a cancellation and HCAP is able to resell the place at the full price then HCAP will refund the program fee less a \$250 admin charge.

9. SUBSTITUTIONS

In the event of the Participant being unable to attend the confirmed program, HCAP will accept a suitable substitute Participant.

10. An administration charge of \$100 will be incurred for each change made by a Client or Participant to each course booking.

11. No more than 8 Participants are allowed per organisation on each course. However, HCAP may at its sole discretion permit additional Participants from an organisation after discussion with the Program Director.

12. HCAP reserves the right to vary the Professor(s) teaching each course without notice to the Client or Participant.

13. HCAP reserves the right to refuse training to any Participant or Client at any time.

14. HCAP expects Participants to adhere to standards of behaviour consistent with attendance at higher education or professional development programs. The Program Director reserves the right to ask any Participant who is proving to be a disruptive influence on the course to leave the course. No refund of course fees will be made to the Client in these circumstances.

15. Participants may retain course materials which they have been expressly given by course faculty.

16. No Participant or Client shall (and each Client shall procure that its Participants shall not) at any time use any information or materials belonging to HCAP including without prejudice to the foregoing generality any intellectual property rights, know-how or course materials, in any way that may prejudice HCAP.

17. To the maximum extent permissible at law HCAP accepts no responsibility for any loss or damage of whatever nature incurred by any Participant or Client in connection with any course provided by HCAP.

18. Failure by HCAP to insist upon the strict performance of any term or condition should not be considered a waiver of any rights which HCAP has or may have.

19. These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of NSW, Australia.