

REMOTE PILOT LICENCE COURSE TERMS AND CONDITIONS

This document contains the Course Terms and Conditions (**Agreement**) between You and the University. By proceeding with payment of the Fee for the Course, You agree to accept and be bound by this Agreement.

If You are under 18, your parent/guardian accepts responsibility for the payment of the Fee and for all liabilities arising with respect to any breach of this Agreement.

1. DEFINITIONS

1.1. In this Agreement:

- 1.1.1. **Business Day** means any day that is not a Saturday, Sunday or public holiday in South Australia.
- 1.1.2. **Confidential Information** means any information which is designated as confidential or which by its nature is confidential or which is disclosed in circumstances importing an obligation of confidence, which is disclosed by one party to the other for the purposes of this Agreement but does not include information that is in the public domain, is already lawfully known to the receiving party, or has been independently developed by the receiving party without having accessed the Confidential Information of the disclosing party.
- 1.1.3. **Course** means either the Remote Pilot Licence Course (Multirotor up to 7kg) or the Operation (Practical Type) Training described on the University's Online Shop that You have agreed to purchase.
- 1.1.4. **Course Start Date** means the date indicated on the University's Online Shop.
- 1.1.5. **Fee** means the fees specified on the University's Online Shop for the Course.
- 1.1.6. **Intellectual Property or IP** means all rights in relation to inventions, patents, plant breeders rights, registered or unregistered trademarks and service marks, registered designs, copyrights, database rights, design rights, Confidential Information, know-how, applications for any of the above, and any similar right recognised in any jurisdiction, including all rights of action in relation to the infringement of any of the above.
- 1.1.7. **Materials** means any handouts, documents, papers or other items (whether in hard copy or electronic format) which are provided to You during or for the purposes of the Course.
- 1.1.8. **Personal Information** has the meaning given to that term in the *Privacy Act 1988*.
- 1.1.9. **Term** commences on the date You accept and agree to be bound by this Agreement by proceeding with payment of the Fee for the Course and expires the date You complete the Course unless terminated earlier.
- 1.1.10. **University** means The University of Adelaide (ABN 61 249 878 937) a body corporate established pursuant to the *University of Adelaide Act 1971* and having its principal offices at North Terrace, Adelaide, South Australia, Australia 5005.
- 1.1.11. **University Course Coordinator** is Lian Pin Koh, Professor and Director of Unmanned Research Aircraft Facility, University of Adelaide, Oliphant 309, phone: 0411524053 and email lianpin.koh@adelaide.edu.au.
- 1.1.12. **You** or **Your** means the person with whom this Agreement is made and who has registered to attend the Course.

1.2. Other capitalised terms have the meaning given to them in the Details.

1.3. Any Special Conditions set out in the Details take precedence over the Terms and Conditions in the event of inconsistency.

2. COURSE

- 2.1. The University will provide the Course during the Term in accordance with this Agreement.
- 2.2. You must ensure that while You are on the University's premises, You comply in all respects with the University's regulations, requirements, codes or instructions including those relating to health and safety, and security.
- 2.3. The University retains the right to remove You from the Course and from University's premises if You do not comply with the course safety requirements as advised to You or if You endanger the safety of the instructor or any other person.

3. ELIGIBILITY AND FITNESS

- 3.1. You agree and warrant that you are 17 years old or older.
- 3.2. You may be required to provide proof of age on the Start Date.
- 3.3. If You have a medical condition that would prevent you from holding an Australian driver's licence, You must provide prior to the Commencement of the Course a certificate of fitness from an Australian registered medical practitioner confirming Your fitness to participate in the Course.
- 3.4. Whilst in attendance in the Course You must not be under the influence of alcohol and/or a controlled substance.

4. ATTENDANCE

- 4.1. Full attendance is required by You at all sessions of the Course unless otherwise advised by the University.
- 4.2. The University will not provide a refund of any part of the Fee to You if You fail to attend any session of the Course.
- 4.3. If You arrive more than 30 minutes after the scheduled commencement time of a session, the University may in its absolute discretion not admit you to the session in which case You will be required to reschedule the session. A transfer fee may apply.
- 4.4. If You leave a training session early or fail to attend any part of a session, the University may require You to reschedule the session. A transfer fee may apply.

5. RECOGNITION OF PRIOR LEARNING AND CREDIT TRANSFER (IF APPLICABLE)

- 5.1. In the case where You are undertaking "Operation (Practical Type) Training", You must provide evidence of having previously passed an aeronautical knowledge exam for a flight crew licence at least 2 weeks before the Course Start Date.

6. IN-HOUSE EXAMINATIONS

- 6.1. The Course will include in-house examinations which You must pass to successfully complete the Course.
- 6.2. The University does not guarantee that You will pass each examination.
- 6.3. If You fail any of the in-house examinations, the University in its discretion acting reasonably will recommend a course of action and will inform You of its decision.
- 6.4. In the event clause 6.3 applies and the University decides to refer You to undertake a Knowledge Deficiency Report (**KDR**), a Remote Pilot Instructor (**RPI**) from the University will undertake this process with You. The University in its discretion will charge You an hourly rate of \$150/hour where the KDR process exceeds more than one hour.

7. INTELLECTUAL PROPERTY

- 7.1. The University retains ownership of all Intellectual Property rights developed in the course of providing the Course including copyright in the Materials developed for the Course.
- 7.2. The University grants You a revocable non-exclusive licence to use the copyright in the Materials for the sole purpose of attending the Course and Your subsequent learning purposes.
- 7.3. You must not copy or grant access to the Materials to any other person for any reason without the consent of the University.

8. CONFIDENTIALITY AND PRIVACY

- 8.1. Each Party will keep confidential and only use for the purposes of the Course the other Party's Confidential Information unless written approval is obtained.
- 8.2. Each Party may disclose such Confidential Information to its employees and agents as necessary for the providing and undertaking the Course provided such persons have been informed of the confidential nature of the information and have agreed to keep it confidential.
- 8.3. Each Party may disclose Confidential Information as required by law.
- 8.4. The University will comply with the *Privacy Act 1988* (Cth) and only use and disclose Personal Information coming into its possession as required to perform this Agreement; to comply with the University's policies and procedures relating to Personal Information; take reasonable steps to protect the Personal Information from loss, unauthorised access, use, modification, interference and disclosure; permit You to review its collection, use and handling of the Personal Information; and You will notify the University and cooperate with the University in handling of any complaint or request for access or correction of Personal Information.

9. PUBLICITY AND CONSENT

- 9.1. You may not use the name or logo of the University as a consequence of or in connection with this Agreement without the prior written permission of the University.
- 9.2. You agree and will deliver a signed Consent and Release in the form attached as Appendix A granting permission to the University to use any photograph or other image or likeness of You taken during the Course for the purpose of publicity, promotion, and advertising of the University's Course and any other lawful purpose.

10. FEE AND PAYMENT

You agree to pay the University the Fee and any incidental costs (including GST) immediately upon selecting the Course and proceeding with payment on the University's Online Shop or as agreed in writing between the Parties.

11. RISK MANAGEMENT

- 11.1. Participation in the Course by You is entirely at Your own risk.
- 11.2. The University does not warrant or guarantee that each Attendee will pass each examination required to obtain the Remote Pilot Licence and Certifications.
- 11.3. To the full extent permitted by law, the University's total liability under this Agreement is limited to the re-supply of the Course or the cost of having the Course re-supplied.
- 11.4. The University has secured public liability insurance cover to protect You in relation to (a) any personal injury suffered by You while participating in the course or caused by You to any third party; and (b) any property damage either caused by the drones while operated by You or to the drones during training up to a maximum of \$10m. Any personal injury or damage in excess of this amount will be borne by You. This insurance cover is subject to an Excess of \$500 which is payable by You where You are the person causing the injury or damage. Such cover will not extend

- to protect You against any illegal actions by You or arising from breach of the Civil Aviation Safety Authority regulations by You.
- 11.5. You release and indemnify the University against any claim, judgment or award in favour of a third Party which arises as a result of an unlawful or negligent act error or omission by You or wilful failure to comply with instructions or health and safety requirements provided by the University; breach of any of the terms of this Agreement and the use or release of the Course Materials by You, except that Your liability to indemnify the University under this clause 11.4 will be reduced proportionally to the extent that any unlawful or negligent act or omission of the University or its employees contributed to the loss or damage.
- 11.6. Neither Party will be liable for any lost profits, revenue, anticipated savings, expenditure or business opportunities, increased or wasted costs, loss of or damage to data or goodwill or any indirect or consequential loss.

12. TERMINATION

- 12.1. Unless terminated earlier this Agreement is for the Term.
- 12.2. If either Party commits a breach of this Agreement, the other Party may terminate this Agreement immediately by written notice:
 - 12.2.1. if the breach is incapable of remedy; or
 - 12.2.2. if the breach is not remedied within 30 days of a request in writing that the breach be remedied.

13. CANCELLATIONS, TRANSFERS AND SUBSTITUTIONS

- 13.1. All cancellations or requests for a Course transfer must be made in writing by You and sent to the University via email to the University Course Coordinator (**Cancellation/Transfer Notice**).
- 13.2. Where the University receives a Cancellation/Transfer Notice from You **at least 5 Business Days** before the Start Date (except in the case of the Operation (Practical Type) Training where a minimum notice period is not required), the following will apply where You have requested:
 - 13.2.1. enrolment in the Course be cancelled, the Fee will be refunded to You less the non-refundable booking fee of 20% of the Fee; or
 - 13.2.2. a transfer to another Course Start Date (**Transfer Course**). If You fail to attend the Transfer Course then You will forfeit the Fee and will be required to pay a new Fee for any future enrolment. Where a Transfer Course is not available, the University will refund the Fee to You less the non-refundable booking fee of 20% of the Fee.
- 13.3. Where the University receives a Cancellation/Transfer Notice from You **less than 5 Business Days** prior to the Start Date of the Remote Pilot Licence Course (Multirotor up to 7kg), the following will apply where You have requested:
 - 13.3.1. enrolment in the Course be cancelled, You will forfeit the Fee and will not be entitled to a refund; or
 - 13.3.2. a transfer to a Transfer Course and an administration fee of 20% of the Fee will be charged to You (**Transfer Fee**). If You fail to pay the Transfer Fee or You fail to attend the Transfer Course then You forfeit the Fee and the Transfer Fee and You will be required to pay a new Fee for any future enrolment. Where a Transfer Course is not available, the University will refund the Fee to You less the non-refundable booking fee of 20% of the Fee.
- 13.4. In exceptional circumstances the University may in its absolute discretion waive booking fees and/or Transfer Fees and/or apply refunds.

14. UNAVOIDABLE DELAY

- 14.1. The University reserves the right to:
 - 14.1.1. cancel the Course and terminate this Agreement; and

14.1.2. postpone or reschedule the Course Start Date and End Date,

where performance is prevented due to any circumstances beyond the reasonable control of the University.

14.2. If the University terminates the Agreement in accordance with clause 14.1.1 it will refund the Fee to the You.

15. DISPUTE RESOLUTION

15.1. If there is a dispute between the Parties concerning this Agreement the disputing Party shall give written notice specifying details of the dispute to the other Party.

15.2. If the dispute is not settled by agreement within 14 days of service of the notice, the dispute must be referred to the Deputy Vice-Chancellor & Vice-President (Research) of the University or nominee, who must attempt to resolve the dispute within the next 14 days or longer as agreed between them.

15.3. If a dispute is not resolved within 30 days from referral to the Dispute Representatives (or longer as agreed in writing), either Party may take further action.

15.4. A Party may seek urgent interlocutory relief without following the process in this clause.

16. GENERAL

16.1. This is the entire agreement between the Parties about its subject matter and replaces all oral and written prior communications and agreements between the Parties.

16.2. This Agreement may only be varied by the Parties in writing.

16.3. A clause or part of a clause of this Agreement that is void, voidable, unenforceable or illegal in any jurisdiction will not apply in that jurisdiction, but will apply in jurisdictions where it would not be void, voidable, unenforceable or illegal and the rest of this Agreement will still apply.

16.4. A waiver by a Party in respect of a breach of a provision of this Agreement must not be taken to be a waiver unless given in writing and will not constitute a waiver of any other breach.

16.5. You, shall not by virtue of this Agreement be deemed to be an employee or student of the University.

16.6. The provisions of clauses 7, 8, 9, 11, 15, 16.3, 16.6 and 16.7 will survive and be of full effect after expiration or termination of this Agreement.

16.7. The laws of South Australia apply to this Agreement and proceedings must be commenced in the courts of South Australia or the Adelaide Registry of the Federal Court of Australia.

APPENDIX A – CONSENT AND RELEASE DEED POLL

This Deed Poll is made byof..... (the Attendee)
in favour of The University of Adelaide ABN 61 249 878 937 of South Australia, Australia 5005 (the University).

Background

The Attendee is enrolled in a drones training course at the University. The University desires to use any still photographs and video recordings taken of Attendees participating in the course for promotional and other purposes.

Operative Provision

The Attendee grants permission to the University and its agents to take still photographs and video recordings of the Attendee during the <Insert Name of Course> and to use any of those photographs or video recordings that embed the Attendee’s likeness (my Image) on the following terms and conditions:

1. I understand and agree that the copyright in any photograph or video recording embedding my Likeness will belong to the University of Adelaide.
2. I will not receive any financial compensation for use of my Image.
3. I hereby irrevocably authorise the University of Adelaide to edit, copy, exhibit, publish or distribute my Image for purposes of promoting or publicising the <Insert Name of Course> using any media including without limitation exhibition, illustration, and electronic publication.
4. I warrant that I am
 - a. an adult and fully authorised to sign this Consent and Release; or
 - b. under the age of 18 and that my parent or legal guardian has signed this Deed on my behalf.
5. I waive any right that I may have to inspect or approve the University of Adelaide’s use of my Image or the advertising copy or printed matter that may be used in connection with the use and/or publication of the <Insert Name of Course>. I release the University of Adelaide (and all persons acting under its permission or authority) from all claims for invasion of privacy or infringement of copyright related to the use of my Image in accordance with this Deed.
6. This release includes release from any claims related to blurring, distortion, optical illusion, digital alteration, use in composite form whether intentional or otherwise that may occur or be produced in the processing or publication of but does not release the University of Adelaide from any claim that I may have if the use of my Image is prejudicial to my honour or reputation.
7. I WARRANT THAT I HAVE READ THIS CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT THAT I UNDERSTAND IT AND THAT I FREELY ENTER INTO THIS CONSENT AND RELEASE.

Signed as a Deed Poll.

Signed Sealed and Delivered by the Attendee Signature Signature of Witness Name of Witness Date:	Where the Attendee is under the age of 18 this Deed is Signed Sealed and Delivered by a parent or legal guardian: Signature Name of parent/legal guardian Signature of Witness Name of Witness Relationship to Attendee: Date:
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