

Policy Name	Referral Agreement
Date	3 May 2020
Responsible dept.	Marketing
Current Version	V2

REFERRAL AGREEMENT

This is a Referral Agreement between College for Adult Learning and any affiliate partner that refers users to College for Adult Learning. The first part of the agreement is the Contract Details, which are followed by the Legal Terms.

CONTRACT DETAILS

Parties

College for Adult Learning, 34 207 418 594, Level 1, Building 3 630 Mitcham Rd, Mitcham,

Victoria, 3132 ("College");

1300 907 870

admin@collegeforadultlearning.edu.au

- AND -

Current students who register and are approved as referrers, on the College for Adult Learning website (the "Referrer").

Agreement Summary

The terms and conditions of this agreement (the "**Agreement**") prescribe the terms governing the arrangement entered into between the Parties for the payment of referral fees (the "**Referral Fee**") in exchange for new user referrals who engage College for Adult Learning for the provision of accredited and non-accredited training packages and courses.

LEGAL TERMS

1. User Referral

- 1.1 Referrer agrees, from time to time, to refer prospective students to College for Adult Learning for the provision of accredited and non-accredited training packages and courses that College for Adult Learning may offer from time to time.
- 1.2 Each referral (the "**Referral**") will be user who has not previously engaged College for Adult Learning for the provision of services, who meets the entry criteria for College for Adult Learning and commences study through the College.
- 1.3 Referrer is not obliged to refer any users ('**Referred User**') to College for Adult Learning and may enter into any other similar referral arrangement with other parties.
- 1.4 College for Adult Learning is not obliged to accept any users referred by Referrer and may enter into any other similar referral arrangement with other parties.

2. Method of Referral

- 2.1 Users clicking a specific referral link.

3. The Fee

- 3.1 The Referral Fee is set out in Schedule 1 of this Agreement. (the "**Referral Fee Amount**").
- 3.2 The Referral Fee Amount is due and payable by College for Adult Learning to Referrer upon the following events occurring:
- a. The referred user pays the course fees in full or begins a payment plan,
 - b. The refund period offered by College for Adult Learning to the referred user lapses.
- 3.3 Upon the Referral Fee Amount being due and payable the College for Adult Learning will credit the Referrer's remaining course fee by the Referral Fee Amount.
- 3.4 In the case the remaining course fees owed by the Referrer are less than the Referral Fee Amount, the College for Adult Learning will reduce the remaining course fee to \$0 (zero) and pay the remaining balance of the Referral Fee Amount as a bank transfer to the Referrer.

3.5 College for Adult Learning will pay the Referral Fee Amount after the Referral's money back guarantee time period has lapsed.

3.6 College for Adult Learning retains the right, at its complete discretion to alter or amend the Referral Fee. College for Adult Learning must give the Referrer 24 hours notice in the event that the Referral Fee is altered or amended.

4. Privacy Protection

4.1 College for Adult Learning agrees to keep all Referred User information confidential in accordance with its Privacy Policy that can be found at <https://collegeforadultlearning.edu.au/privacy-statement/>

5. Restrictions

5.1 College for Adult Learning has placed a number of restrictions around the referral program. These restrictions are set out in Schedule 2 of this Agreement.

6. No Agency

6.1 This Agreement does not create any legal or fiduciary relationship between the parties.

6.2 Referrer, its employees, servants or agents must not represent, convey or in any way make out to be an agent, partner, representative, employee, contractor or affiliate of College for Adult Learning.

6.3 Neither party shall have any right, authority or permission to legally bind the other party to any contract, arrangement or obligation.

7. Term

7.1 The term of this Agreement shall commence upon the parties entering into this Agreement and terminate immediately upon either party serving notice to the other party.

8. Indemnity

8.1 The Referrer agrees to indemnify College for Adult Learning against any loss, damage, liability or expense incurred by the Licensee arising directly or indirectly from:

- a. A breach of this agreement, or
- b. Any negligent or wilful act or omission of the Referrer or anyone acting on the Referrer's behalf.

9. General Provisions

9.1 College for Adult Learning may amend this Agreement by giving notice to affiliate partners.

9.2 In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be fully severed, and the Agreement will be construed and enforced without that severed provision.

9.3 The rights created under this Agreement are non-assignable. For the avoidance of doubt:

- a. No future Referral Fee will be due and payable to Referrer if this Agreement is terminated pursuant to clause 7, whether the right to the Referral Fee arose prior to the termination or otherwise,
- b. The relationship between the parties will be severed so that there is no longer an obligation to pay a Referral Fee.

9.4 This Agreement is governed by the laws of Victoria and the parties agree to submit to the exclusive jurisdiction of the Courts of that State.

SCHEDULE 1

The Referral Fee is \$350, paid as reductions in course fees for existing. If the balance owing is less than the Referral Fee, the balance will be reduced to \$0 (zero) and the remaining Referral Fee will be paid as a bank transfer.

SCHEDULE 2

Restrictions on the Referrer:

- a. **NOT ALLOWED:** All other uses of banners or links, such as newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.
- b. **NOT ALLOWED:** Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- c. **NOT ALLOWED:** Any display of a merchant window that isn't the result of a direct click by the end-user.
- d. **NOT ALLOWED:** Referral of any non-Australia based Referred Users.
- e. **NOT ALLOWED:** Using any paid advertising to drive traffic to your referral link, either directly or indirectly.
- f. You cannot SPAM. We will terminate this agreement on the **first offense of SPAMMING**. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough; we **WILL** terminate this Agreement on the first offense.
- g. Fraud is a serious offense and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. **ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN TERMINATION AND VOIDED COMMISSIONS.**
- h. Failure to abide by these rules could mean termination from the partner program completely **with a complete forfeit of commissions.**

Policy Administration			
Version	Date Approved	Approved by	Next Review Due
1	10 February 2020	Sarah Sabell	February 2021
2	3 May 2020	Sarah Sabell	May 2021
Compliance References			
Statutory	N/A		
Industry	Vocational Education and Training (VET)		
Document Located	E:\Public Documents\03_CAL Operations\CAL Policies\02_CAL POLICIES STUDENTS		