Schedule 1 General Terms & Conditions

This is Schedule 1 referred to in the Agreement entered into between the University, ITC Education Limited and the Agent.

Agreement:

1. Definitions

The following definitions apply to this entire Agreement including all schedules and attachments:

- "Agent's Promotional Materials" means promotional material, information brochures, relevant publications and other material prepared by the Agent and in respect of which the Agent has complied with Clause 5
- "Attachment A" means the part of this Agreement titled "Attachment A Details of Agency Agreement".
- "College" means UOW College, a division of ITC Education Limited.
- "Commencement Date" means the date specified in item 2.1 Attachment A.
- "Commission" means a percentage of gross Relevant Tuition Fee payable, or a set amount, as detailed in Attachment A.
- "Confidential Information" means any information, either orally or in writing or in any other form, that is by its nature confidential or indicated as being proprietary or confidential information, but does not include information to the extent that information:
 - (i) was developed by the Agent independently of the disclosure and such development is verified by documentary evidence provided to the University and/or the College; or
 - (ii) Is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the University and/or the College; or
 - (iii) is required to be disclosed by law.
- "Delegations" means the delegated admissions authorisation granted to the Agent by the University or the College.
- "Documentation" means promotional material, information brochures, relevant publications and other material provided by the University or the College.
- "eCoE" means electronic confirmation of enrolment.
- "Guidelines" means any guideline issued in accordance with Clause 7.6
- "Intellectual Property" means all patents, inventions, modifications or improvements, copyright, registered or registrable designs, rights in relation to trade secrets, know how and other Confidential Information, and all other kinds of Intellectual Property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.
- "Law" means any common law rights and obligations and any legislation or code including any statutory amendment or replacement or any subordinate or delegated legislation. "National Code" means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, as may be amended from time to time, as established in accordance with the *Education Services for Overseas Students Act* 2000.
- "Partial Processing Fee" means the fee detailed in Clause 6.13.

- "Personal Information" means personal information as defined in the *Privacy and Personal Information Protection Act 1998 (NSW)* and health information as defined in the *Health Records and Information Privacy Act 2002 (NSW)*.
- "Privacy Laws" means the *Privacy Act 1988 (Cth)*, the *Privacy and Personal Information Protection Act 1998 (NSW)*, the *Health Records and Information Privacy Act 2002 (NSW)*, and any legislation (to the extent that such legislation applies to the Company or the Contractor or any other recipient of the Personal Information) from time to time in force in any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia).
- "Prospective Student" means a person in the Territory to whom the Agent provides Agent services and who may be eligible to enrol in a course of the University and/or the College.
- "Recruitment Target" means the Agent's target total of commencing Student enrolments at the University or the College during a Year.
- "Relevant Tuition Fee" has the meaning set out in Clause 6.2
- "Service" means a service provided by or on behalf of the University or the College, including but not limited to accommodation, health care, guardianship or living expenses or stipend.
- "Student" means a Prospective Student who has enrolled at the University or at the College
- "Termination Date" means the date specified in Attachment A.
- "Territory" means the territory specified in Attachment A.
- "UniAdvice" means the division of ITC Education Ltd which provides recruitment and other services to the University and the College.
- "University" means University of Wollongong.
- "Year" means the period from 1st January of one year to 31st December of the same year.

2. Appointment

- 2.1. The University and the College appoint the Agent to recruit students in the Territory.
- 2.2. The Agent is appointed to recruit students who will enrol as international students at the University or the College and remain international students for at least the period of their total enrolment at the College and the first two semesters of their enrolment at the University.

3. Responsibilities of the University and the College

3.1. Documentation

The University and the College agree to provide Documentation to the Agent for use by the Agent in recruiting Students in the Territory in accordance with the terms of this Agreement.

3.2. Referral fee and commission

The University and the College agree to pay the Agent a referral fee or commission for each Prospective Student who is recruited in accordance with Attachment A and

Clause 6 or as otherwise varied from time to time in writing by consent of the parties

3.3. Use of Student contact information

The University and College agree not to induce any Prospective Student to apply directly to the University or College

4. Agent's Responsibilities

- 4.1. The Agent agrees
 - 4.1.1. to carry out all obligations under this Agreement in a professional manner and with due care and skill, and to ensure that its staff involved in recruiting Students are suitably skilled and trained in counselling of Students to study in Australia;
 - 4.1.2. to act honestly and in good faith in all dealings with Prospective Students, applicants, the College, the University and any third parties in the course of carrying out its obligations under this Agreement;
 - 4.1.3. to ensure that at all times the information it provides to Prospective Students, applicants, the College, the University and third parties is accurate, complete and not misleading.
- 4.2. Services on behalf of the University or College

The Agent agrees to recruit Students for the University and the College by

- 4.2.1.attending to inquiries from prospective students by providing accurate information about course availability; course objectives; and course entry requirements
- 4.2.2. distributing promotional material, information brochures, relevant publications and other material which:
 - (a) are provided by the University or the College; or
 - (b) are prepared by the Agent and in respect of which the Agent has complied with Clause 4.
- 4.2.3. placing advertisements (where final artwork is approved in writing in advance by the University or the College)
- 4.2.4.conducting information seminars
- 4.2.5. communicating with the University or the College (as appropriate) on behalf of the Student

- 4.2.6. obtaining certified copies of all documents required in an application as required
- 4.2.7.ensuring that all information required in an application is complete, including the applicant's personal contact address, mobile telephone number and email
- 4.2.8.ensuring the authenticity of all documents submitted in support of a Prospective Student's application to the University of Wollongong or the College, and to the relevant visa issuing post for the Prospective Student's visa application
- 4.2.9.undertaking any financial checks of the Students as required under the University's Streamlined Visa Processing requirements
- 4.2.10. providing to the University or the College all information in the Agent's knowledge or possession which relates to the activities of actual or potential competitors of the University or the College; or developments in the areas of education and the provision of educational products and services and which is not confidential to a third party;

4.3. Services on behalf of the Prospective Student

The Agent agrees to provide the following services for Prospective Students

- 4.3.1. to assist the Student to comply with formal requirements involved in applying for admission to Courses; and
- 4.3.2.to communicate with the University or the College (as appropriate) on behalf of the Prospective Student
- 4.3.3.to provide a copy of the offer letter to the Student within 48 hours of receipt of that offer letter from the College or University
- 4.3.4.to apply for a relevant visa on Students' behalf, preparing the required educational and financial documentation required by both the University (under its streamlined visa processing obligations- as per uow.edu.au/future/international/Agent/visaprocessing/index.html) and the Australian government; and undertake necessary liaison with the relevant Australian visa issuing post.
- 4.3.5.to book or arrange accommodation, airport transfers, health insurance, guardianship if requested by the Prospective Student with the University's or the College's approved provider.

4.4. Payment of and advice on fees to Prospective Students

4.4.1. The Agent must not receive fees from the Prospective Students or Students in connection with any Courses or Services of the University or the College., and must instruct the Prospective Student or Student to make payment directly to the University or the College.

- 4.4.2.The Agent must not under any circumstances direct a Prospective Student or Student to make payment to the Agent's account, nor accept payments from a Prospective Student or sponsor even if requested by the Prospective Student or sponsor to do so.
- 4.4.3. The Agent may only instruct the Student to make payment for the amounts required by the University and College.
- 4.4.4.Under no circumstances may the Agent deduct any commission amount, or direct the Student to pay a fee to the University or College net of a tuition fee which may be due to the University or the College.
- 4.4.5.The Agent must declare to the Prospective Student any fees charged by the Agent to the Prospective Student.

5. Agent Limitations

- 5.1. The Agent agrees not to assess applicants for admissions nor make offers of admission, except where specifically authorized for Agents with Delegations.
- 5.2. The Agent agrees not to enter any commission sharing arrangement with the Student or offering discounts on tuition fees charged by the University or the College.
- 5.3. The Agent agrees not to facilitate or promote the application of a Student to the College or the University where it has reason to believe the Student will not comply with the conditions of his or her visa.
- 5.4. The Agent must not use the name or logo of the University or the College in any Agent's Promotional Materials without the prior written consent of the University or College, and the University or the College may in its absolute discretion withhold such consent.
 - Where the Agent's Promotional Materials make any reference to the University or the College, the Agent must comply with all guidelines issued by the University or College.
- 5.5. The Agent must not represent any service provided or contracted by the Agent to the Prospective Student as a service of the University or College (e.g. guardianship, accommodation or airport-pick up) unless it is provided by the University or College or their approved subcontractors.

6. Conditions Relating to Payment of Referral Fees or Commissions

6.1. Commission rates and commissionable courses

The Commission payable on the Relevant Tuition Fee is specified in Attachment A.

All courses specified in attachment A are courses for which Commission is payable.

6.2. Relevant Tuition Fee

The Relevant Tuition Fee upon which Commission is based is the actual fee paid by or on behalf of the Student, i.e. the fee specified in the final unconditional offer letter and CoE that relate to the session of commencement.

Where a discounted tuition fee applies to a course, the Relevant Tuition Fee will be the discounted fee.

6.3. Requirement for fees to have been received to claim commission

A referral fee or commission will only be paid if the University or the College has received payment for the course, whether this is paid or payable by the Prospective Student or by the Prospective Student's sponsor.

6.4. Requirement for Student to be enrolled at census date

No commission will be paid on a Student who withdraws from a course prior to census date for that course.

- 6.5. Other requirements to claim commission
 - 6.5.1. Payment of a referral fee or commission will not be made to a third party and will not be deposited in a third party's bank account.
 - 6.5.2. A commission will only be paid where the Agent has
 - 6.5.2.1.returned two copies of the Agency Agreement have been to the University and the College at UniAdvice, University of Wollongong, NSW, 2522, Australia.
 - 6.5.2.2.provided the Australian Business Number (ABN) (where the Agreement is with a business operating in Australia).
 - 6.5.2.3.sent to the University or College an invoice in the form required by the University or College i.e. a separate invoice number for each Student and a separate page for each invoice.
 - 6.5.2.4. nominated a bank account for payment in the name of the Agent's name which appears in this Agreement.
- 6.6. Timing of commission payments
 - 6.6.1. For English language courses at UOW College

Commission is payable within 4 weeks of the Student's enrolment in the first course of study.

Commission is payable on extensions in ELICOS within 4 weeks of the Student commencing their extension course.

6.6.2. For academic pathway courses at UOW College

Commission is payable on the Student's first session of study, within 2 weeks of the census date of the Student's enrolment in the first session of study.

Commission is payable on each subsequent session of study within 2 weeks of the census date of the Student's enrolment in each subsequent session of study

6.6.3. For University courses

For Students commencing courses in Autumn and Spring intakes commission is payable no later than 4 weeks after the relevant census dates.

The census dates are normally 31 March for Autumn Session and 31 August for Spring Session.

Commissions for Students commencing outside these times (including Trimester 1, 2 and 3 and summer session) are payable within 8 weeks of the course commencement date.

6.7. Tracking of Students moving from one commissionable course to another

Where a Student progresses or articulates from one Commissionable Course to another Commissionable Course it is the Agent's responsibility to maintain contact with the Student and issue a new invoice for the starting date in the subsequent Course. UniAdvice will NOT notify the Agent when the Student progresses or articulates.

6.8. Time limitations on commission claims

Claims for a referral fee or commission must be received by the University or College within nine (9) months of the commencement date of the Student's Course. If a claim is made after this time, no referral fee or commission will be payable.

6.9. Dispute over claims by more than one Agent

- 6.9.1. Where an Agent recruits a Student, it is the Agent's responsibility to verify that the Course in which the Agent seeks to enrol the Prospective Student is not commissionable to another Agent
- 6.9.2. Where an Agent recruits a Student it is the Agent's responsibility to verify that the Student is not being counselled or has not been counselled by another Agent.
- 6.9.3. The Agent to whom the commission is paid will be determined by the University or the College in their absolute discretion as the Agent who has carried out the more extensive and effective counselling and service on behalf of the Student, as evidenced in the University or the College copy of the Student file.

- 6.9.4. The receipt of a letter signed by a Student to state that s/he wishes another Agent to deal with her/his enrolment will determine the Agent that the University and the College will communicate with for further contact with the Prospective Student, but does NOT entitle the nominated Agent to payment of commission for that Student.
- 6.9.5. Where some processing of an application is performed by an Agent other than the Agent that originally submitted the application and the part processing incurs a commission, this amount will be deducted from commission payable
- 6.10. Refund of Commissions already paid to the Agent

The Agent must refund to the University or the College (whichever is appropriate), any commission in circumstances where the Student does not complete the course on which commission has been paid.

For the University, except in the case of a graduate certificate course of 24 credit points or a study abroad program of 24 credit points, where a Student enrols in less than a full-time load over the first two sessions of study, or the first 48 credit points of study, OR withdraws from a course during the first two sessions of study and fails to enrol in subjects to the value of 48 credit points, a partial refund may be made by the Agent or this amount will be deducted from the Agent's next commission claim.

6.11. Graduate School of Medicine enrolments

No commission will be paid on enrolments in the Graduate School of Medicine

6.12. Payment of commission on second course at the University

No commission will be paid on a second course at the University, except that where a Student enrols in a course of 24 credit points in length (eg. Including a study abroad course of one semester, or a graduate certificate of 24 credit points), a further payment may be made for the second course a Student undertakes at the University, up to a maximum 48 credit points of any course or combination of courses the Student undertakes

6.13. Commission payable for partial processing

Where a Student requests an Agent's representation after an offer letter has been issued by the University and where the Student pays through or has the eCoE issued through that Agent, a Partial Processing Fee will be paid.

- 7. Conditions relating to compliance with laws, codes and guidelines;

 Agent relationship with the University and College; sub-Agents; privacy

 and sharing of information
 - 7.1. The Agent must comply with all laws and applicable guidelines or policies issued by any government department or authority in Australia and any amendments to them during the term of this Agreement.
 - 7.2. The Agent must ensure that it holds all licences and authorities required to carry out its obligations under this Agreement in Australia and in the Territory.

- 7.3. The parties agree to comply with and be bound by the National Code
- 7.4. The Agent must comply with all laws in force in the Territory during the term of this Agreement.
- 7.5. If there is any inconsistency between the laws in force in the Territory and the laws in force in Australia, the Agent must immediately notify the University and the College.
- 7.6. The Agent agrees to comply with all guidelines issued by the University or the College in respect of the matters referred to in this Agreement.
- 7.7. The Agent agrees not to carry out any activity on behalf of the College or the University, other than activities specified in Clause 4, without prior consultation with and written approval of the relevant University or College nominee;
- 7.8. The Agent agrees that it may only carry out the activities specified in Clause 3 in the Territory;
- 7.9. The Agent agrees that it has no authority to bind the University or the College in contract or otherwise at law, and must not represent that it has;
- 7.10. The Agent agrees that nothing in this Agreement constitutes a relationship of employer and employee or partnership between the University or the College and the Agent;
- 7.11. The Agent agrees that it must take all action reasonably required by the University or the College so that the public is notified of the nature and limits of the relationship between the University or the College and the Agent.
- 7.12. The Agent may liaise with the representatives of the Government of the Territory, and with other public officials of the Territory, as required in order for the Agent to fulfil its obligations under this Agreement.
- 7.13. Responsibility for sub-Agents

Where the Agent engages a third party (for example, a subcontractor or subAgent) to assist in performing the Agent's responsibilities under this Agreement, the Agent remains responsible for all acts of the third party under this agreement. The Agent is responsible at all times for the actions of any subAgents appointed by the Agent, or through which applications are accepted by the Agent on behalf of the University or the College.

- 7.14. Sharing of information about the Agent with government authorities
 The Agent agrees that the Australian government, through its departments
 including the Department of Immigration and Citizenship (DIAC), may share with the
 University and the College information in full on the Agent's performance with
 respect to all visa application lodgements, including data and analysis of outcomes.
- 7.15. Keeping and Inspection of Records

 The Agent agrees to keep accurate and complete records of the Agent's activities carried out under this Clause 4 and to allow the University or the College to

examine such records, or to furnish a copy of such records to the University or the College, upon the University or the College making a request in relation to the records by giving the Agent at least seven (7) days notice in writing.

7.16. Privacy

- 7.16.1. The Agent acknowledges that the University and the College are organisations which are bound by the Privacy Laws in respect of Personal Information held in connection with this agreement.
- 7.16.2. The Agent agrees that it must comply with all Privacy Laws, in relation to the Personal Information held in connection with this agreement whether or not the Agent is an individual or organisation bound by the Privacy Laws.
- 7.16.3. The Agent must use any Personal Information held in connection with this agreement only for the purposes of fulfilling its obligations under this agreement or as required by applicable law.

7.17. Confidential Information

The Agent agrees:

- 7.17.1. to protect and keep confidential any Confidential Information of the University and/or the College and not disclose such information without the prior written consent of the University and/or the College;
- 7.17.2. not to improperly acquire or misuse the Confidential Information of a third party;
- 7.17.3. ensure that its employees comply with Clause 7.1, 7.2, 7.3 and 7.4.
- 7.18. If part or all of any clause of this Agreement is illegal or unenforceable it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement; and the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' commercial objective.
 - 7.19 If a party has a right arising from another party's non-performance of an obligation under this Agreement, and delays in exercising or does not exercise that right, that delay in exercising or failure to exercise is not a waiver of that right or any other right.
 - 7.20This Agreement is governed by the laws applicable in the State of New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts of that state.
 - 7.21 This Agreement including its schedules and attachments:
 - 7.21.1 constitutes the entire Agreement between the parties as to its subject matter;

- 7.21.2. in relation to that subject matter, supersedes any prior understanding between the parties and party; and
- 7.21.3. subject to clause 7.22 may only be amended in writing signed by both parties.
- 7.22 Where an amendment to this Agreement is required due to changes in the Laws, policies, codes and Guidelines in force in Australia, the University or the College may amend this Agreement to give effect to such changes by:
 - 7.22.1 providing written notice to the Agent of the amendments to this Agreement;
 - 7.22.2. and such amendments will become effective 7 clear days after the date on which the University or the College issued the written notice to the Agent.
- 7.23 . To the extent that any variations to the clauses in this Agreement are applicable, these variations are detailed in Attachment A. To the extent of any conflict between clauses in the schedules and other clauses of the Agreement, the clauses in Attachment A will prevail.

8 <u>Intellectual Property</u>

- 8.1 All Intellectual Property disclosed by the University and/or the College to the Agent remains exclusively vested in the University and/or College.
- 8.2 The Agent must only use the University's or the College's Intellectual Property for the performance of the Agent's responsibilities in accordance with Clause 4 of this Agreement.
- 8.3 The Agent must, if requested to do so by the University or the College:
 - 8.3.1 assign all Intellectual Property rights in the Agent's Promotional Materials to the University and/or the College; and
 - 8.3.2 execute all documents and do all other things necessary to ensure that the assignment under Clause 8.3.1 is valid and enforceable.
- 8.4 The Agent must ensure that its employees comply with Clause 8.1, 8.2 and 8.3.

9 Agent's Warranty and Indemnity

- 9.1 The Agent indemnifies the University and the College against all liabilities, losses, expenses, damages and costs (on a full indemnity basis) suffered or incurred by or awarded against the University and/or the College arising out of:
 - 9.1.1 any breach of this Agreement by the Agent;

- 9.1.2 any negligent, wilful or unlawful act or omission of the Agent; or
- 9.1.3 any false, misleading or deceptive conduct of the Agent.

10 Exclusion and Limitation of Liability

- 10.1 Except where to do so would contravene any statute or cause any part of this Agreement to be void, the University and the College:
 - 10.1.1 exclude all implied conditions and warranties;
 - 10.1.2 limit their liability (whether that liability arises in contract, negligence or statute) to the Agent for claims or proceedings to the amount of commission paid to the Agent in the Year in which the claim or proceedings arise or are commenced.

11 Resolution of Disputes

- 11.1 The parties record their intention that, if any dispute or difference arises out of or in relation to this Agreement, it will be resolved in a spirit of good faith and on a commercially realistic basis by negotiation or mediation.
- 11.2 In the event that a more formal method for dispute resolution is necessary, the parties agree:
 - 11.2.1 to submit the dispute to arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce: and
 - 11.2.2 that, unless the rules require otherwise:
 - 11.2.2.1 the appointing and administering body will be the Australian Centre for International Commercial Arbitration;
 - 11.2.2.2 the language of the arbitration will be English; and
 - 11.2.2.3 the place of arbitration will be Sydney.
 - 11.2.3 Nothing in this clause prevents a party from commencing court proceedings.

12 Term of Agreement

- 12.1 This Agreement will commence on the Commencement Date.
- 12.2 This Agreement will terminate on the Termination Date. Prior to the Termination Date, the parties will review the continuation of the Agreement

This review will comprise the University's and the College's review of the Agent's activities and performance under this agreement, including: recruitment volume,

application conversion rates; visa success rates; quality of applicant documentation; Agent compliance with the National Code; and market potential.

Following the review the parties will decide whether

- 12.2.1 to extend the Agreement for a further term;
- 12.2.2 to amend the Agreement and extend it for a further term; or
- 12.2.3 to terminate the Agreement, either by consent or by the operation of the Termination Date.
- 12.3 A party may, by advising the other parties in writing, immediately terminate this Agreement prior to the Termination Date if:
 - 12.3.1 another party breaches this Agreement; and
 - 12.3.2 fails to rectify such breach within 14 days after the first-mentioned party has given a written request for the breach to be rectified.
- 12.4 Despite anything else in this Agreement the College and the University may by advising the Agent in writing immediately terminate this Agreement prior to the Termination Date if:
 - 12.4.1 the Agent, its employees, Agents or contractors breaches the National Code;
 - 12.4.2 the College or University has reasonable grounds to believe that the Agent, its employees, Agents or contractors has breached the National Code: or
 - 12.4.3 in the reasonable opinion of the College or the University the Agent, its employees, Agents or contractors have engaged in conduct which is detrimental to the reputation of the College or the University or any other Australian educational institution.
- 12.5 The College or University may withdraw a notice given under clause 12.4 if within 14 days of the issue of the notice the Agent provides evidence satisfactory to the College or University in their absolute discretion that:
 - 12.5.1 the conduct was carried out by an employee of the Agent acting outside the scope of their employment by the Agent and the Agent has validly terminated that employee; or
 - 12.5.2 the conduct was carried out by an Agent or contractor of the Agent, without the knowledge or direction of the Agent, and the Agent has validly terminated its relationship with that Agent or contractor.
- 12.6 In addition to the above paragraphs of Clause 12, a party has the right to terminate this Agreement in any case by giving ONE (1) month written notice to the other parties.

13 Continuing Obligations

- 13.1 On termination of this Agreement:
 - 13.1.1 the Agent's appointment as Agent terminates and the Agent must immediately:
 - 13.1.2 stop performing the activities set out in Clause 4 of this Agreement;
 - 13.1.3 return to the University or the College all documents, Intellectual Property (including the Documentation) and Confidential Information of the University or the College; and
 - 13.1.4 if requested by the University or the College, confirm by letter signed by a director of the Agent that it has complied with all of its obligations under Clause 13.1
 - 13.1.5 unless the University or the College has terminated the Agreement as a result of breach by the Agent, the Agent is entitled to payment for services provided up to the effective date of termination and is not entitled to any compensation for early termination.
- 13.2 Clauses 5 (Agent Limitations); 7 (Confidential Information); 8 (Intellectual Property); 9 (Agent's Warranty and Indemnity); 10 (Exclusion and Limitation of Liability); 11 (Resolution of Disputes); and 13 (Continuing Obligations) continue to apply to the parties to this Agreement (in addition to any permitted assignee) after assignment or termination of this Agreement.

14 Notices

14.1 Method of giving notices

A notice or other communication (each a "notice") under this agreement must be in writing, addressed to the person to whom it is to be given and:

- 14.1.1 delivered to that person's address;
- 14.1.2 sent by pre-paid mail to that person's postal address;
- 14.1.3 transmitted by facsimile to that person's facsimile number; or
- 14.1.4 sent by electronic mail to that person's email address.

14.2 Time of receipt of Notice

A notice given to a party in accordance with the clause is treated as having been given and received:

14.2.1 if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;

- 14.2.2 if sent by pre-paid mail, on the third business day after posting;
- 14.2.3 if transmitted by facsimile to a person's facsimile number and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day; or
- 14.2.4 if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if a business day, otherwise on the next business day.

14.3 Address of parties

For the purposes of this clause, the address of a person is the address set out below or another address of which that person may from time to time give notice to each other person:

University of Wollongong Attention: UniAdvice

Address: Building 36, University of Wollongong, Northfields Avenue, Wollongong

NSW 2522

Facsimile: + 61 2 4221 3233 Email: uniadvice@uow.edu.au

ITC Education Limited Attention: UniAdvice

Address: Locked Bag 8812, South Coast Mail Centre, NSW 2521, Australia.

Facsimile: + 61 2 4221 3233 Email: uniadvice@uow.edu.au

Agent

Attention: as specified in Attachment A of this Agreement Address: as specified in Attachment A of this Agreement Facsimile: as specified in Attachment A of this Agreement Email: as specified in Attachment A of this Agreement