

## OPEN COLLEGES STUDENT AGREEMENT

1. The following terms and conditions constitute the agreement between you and Open Colleges Pty Ltd (ACN 000 011 692) ("OC") for the provision of your course ("Agreement").
2. By signing this Enrolment Form you accept this Agreement. The date you sign this Enrolment Form is the Agreement Date.
3. By accepting this Agreement you:
  - a. agree to comply with the OC Student Policies and Procedures as published on the OC website (see [www.opencolleges.edu.au/cengage-policies.aspx](http://www.opencolleges.edu.au/cengage-policies.aspx));
  - b. confirm that you fulfil all entry requirements and have the required equipment, as specified on the OC website, for the course in which you are enrolling;
  - c. agree to pay all requisite fees associated with your course plus GST, if applicable ("Course Fee"); and
  - d. acknowledge and accept the Schedule of Administrative Fees as published on the OC website (see [www.opencolleges.edu.au/policies.aspx](http://www.opencolleges.edu.au/policies.aspx)).
4. Upon receipt of the Course Fee, OC agrees to:
  - a. supply you with initial course materials for your course;
  - b. provide you with access to the online student portal;
  - c. provide you with access to learning and administrative support;
  - d. grade your assessments; and
  - e. meet the cost of all return postage to you (if applicable), until the expiry of your course.
5. OC will provide you with course materials for subsequent modules of your course as you:
  - a. successfully complete your assessments; and
  - b. pay all requisite Course Fees.
6. The Course Fee does not include:
  - a. postage of any assessments or other materials by you to OC; or
  - b. any materials that are listed as "Computer Requirements" or "Additional Requirements" for your course on the OC website.

Please note that, depending on your particular course, you may need to provide your own equipment in addition to the course materials at your own expense.
7. On successful completion of all assessments and the full payment of the Course Fee, OC will issue you appropriate certification for your course.
8. OC may make changes to your course, course materials and the OC Student Policies and Procedures as reasonably required. OC may also make reasonable changes to the Schedule of Administrative Fees.
9. If you are paying your Course Fee by instalments, you must:
  - a. complete a Credit Card Authorisation; or
  - b. complete a Direct Debit Authorisation; and
  - c. pay all such instalments on or before the due date.
10. If you fail to pay any instalment by the due date, the total outstanding balance of the Course Fee will become immediately due and payable and you may also be required to pay any applicable administrative fees outlined in the Schedule of Administrative Fees.
11. If you fail to pay any part of the Course Fee by the due date, OC reserves the right to:
  - a. withhold provision of course materials;
  - b. restrict access to the online student portal;
  - c. withhold grading of assessments; and
  - d. notify relevant credit agencies of your default.
12. The course material that OC provides to you shall become your property. However, the content of the course materials, including copyright and all other such intellectual property rights contained therein, remain the property of OC or a nominated third party. You may not reproduce any part of the course materials without the prior written consent of OC.
13. The maximum duration of your course is specified on the OC website and your Student Card. In the event that you do not complete the course within the maximum duration, your enrolment expires without refund. If you wish to extend your Course beyond the course expiry date, you must:
  - a. have paid all Course Fees;
  - b. submit a Course Extension Request Form to OC prior to the expiry date; and
  - c. pay an additional fee as outlined in the Schedule of Administrative Fees.

A maximum extension of six months will be granted. Please note extensions are subject to availability and OC retains the right to refuse an extension at its absolute discretion.
14. If you wish to terminate your studies before the completion of your course, you must notify OC in writing ("Cancellation Request"). A refund of the Course Fee, less the applicable administrative fees as outlined in the Schedule of Administrative Fees, will only be issued if OC receives the Cancellation Request within 5 calendar days of the Agreement Date.
15. If you fail to notify OC of your Cancellation Request within 5 calendar days of the Agreement Date, you will be liable to pay the Course Fee to OC in full.
16. If you suffer from a medical condition that directly impacts on your ability to undertake your studies, you need to complete a Course Deferral Request Form. Your enrolment may be suspended for a period of no more than three months, thereby extending the maximum duration of your course. No refund of Course Fees will apply and you will still be liable for all payments due under this Agreement.
17. If you wish to transfer to another course offered by OC:
  - a. You will need to submit a Course Transfer Request Form in writing within three months of the commencement of your course;
  - b. OC reserves the right to refuse a Course Transfer Request. If your Course Transfer Request is successful you will be required to pay a Transfer Fee as outlined in the Schedule of Administrative Fees;
  - c. If the new course is of greater value than your current course, then you will need to pay the additional Course Fees to the value of the new course;
  - d. If the new course is of lesser value than your current course, then:
    - i. you will need to continue to pay your current Course Fee; and
    - ii. you may use the difference between the current Course Fee and new Course Fee towards a future course with OC. Any such future course must be commenced within the original course duration;
  - e. Only one course transfer is permitted;
  - f. Please note that Course Fees will not be refunded as a result of a course transfer.
18. If your course contains a mandatory work placement:
  - a. it is your responsibility to find and complete the work placement component of your course. OC will assess the suitability of any such workplace you have identified;
  - b. OC will make reasonable efforts to organise for assessment to be conducted in your approved workplace. You may be required to attend assessment events at other locations, at your own expense;
  - c. OC must be notified in writing fourteen (14) days in advance if you are unable to attend your workplace on the agreed date of assessment. Failure to attend or cancellation within 14 days may result in an administrative fee as outlined in the Schedule of Administrative Fees; and
  - d. You must complete all mandatory work placement assessments within the duration of your course.
19. If your course prepares you to undertake external examinations, or a student fieldwork placement with an external partner, you are responsible for establishing your own eligibility and making arrangements to attend and pay for any fees and charges..
20. If you are under 18 years of age, your parent or guardian must sign this Agreement and complete the Parent or Guardian Declaration Form. Under this Agreement, the parent or guardian is responsible for payment of the Course Fee.
21. It is your responsibility to inform OC in writing within seven days of any corrections or changes to your personal details including name, address and phone numbers, payment options and banking details.
22. If you are claiming the Pensioner Education Supplement through Centrelink, then you will be required to make payments to OC using Centrepay. Should you cease to make payments at any time during your course, then OC reserves the right to implement the actions outlined in Clause 11 and inform Centrelink of your change in status.
23. This Agreement will be governed by the laws of New South Wales.
24. By accepting this Agreement:
  - a. you are warranting that you are not legally bankrupt; and
  - b. you are giving your consent to OC undertaking a credit check on you.