

# COLLEGE FOR ADULT LEARNING PTY. LTD.

## TRADING TERMS AND CONDITIONS

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### 1. THE PARTIES

The College: College for Adult Learning Pty. Ltd. (A.C.N. 133 442 314)

The Student: \_\_\_\_\_

### 2. DEFINITIONS

- 2.1. The Student is above named person who is to receive the benefit of the Services.
- 2.2. The Enrolment is a reference to any request for the provision of the Services by the Student to the College which has been accepted by the College.
- 2.3. The Services are the supply of nationally accredited online courses.
- 2.4. The Premises is any place in which the Services are to be provided.
- 2.5. The Price is the prevailing rate for the Services as detailed on the College's website upon enrolling in a course.
- 2.6. Reference to loss and damage herein includes Indirect, Special or Consequential loss and/or damage. Indirect, Special or Consequential loss and/or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.7. Major failure is as defined under the *Competition and Consumer Act 2010*.
- 2.8. GST refers to Goods and Services tax under the *A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act")* and terms used herein have the meanings contained within the *GST Act*.

### 3. GENERAL

- 3.1. These Terms and Conditions together with the College's Enrolment Form and Direct Debit request Service Agreement (if applicable) constitute the agreement between the College and the Student ("**the Agreement**") and should be read in conjunction with the College's Student Handbook and Privacy Policy.
- 3.2. Any enrolment with the College requested by the Student is deemed to incorporate these Terms and Conditions. In the event that an inconsistency exists and/or arises between these terms and the terms of any enrolment it is acknowledged between the parties that these Terms and Conditions will prevail.
- 3.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Parties.
- 3.4. The Terms and Conditions are binding on the Student, and where applicable the Student's trustees, assignees, executors and administrators.
- 3.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 3.6. Where more than one Student completes this Agreement each shall be liable jointly and severally.
- 3.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be

affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.

- 3.8. The College may license or sub-contract all or any part of its rights and obligations without the Student's consent but the College acknowledges that it remains at all times liable to the Student.
- 3.9. The failure by the Parties to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect a Party's' right to subsequently enforce that provision.
- 3.10. The Student acknowledges that the College may detail these Terms and Conditions on its website. The Student is deemed to have notice of any amendments to these Terms and Conditions when confirming enrolment for a subsequent or successive nationally accredited course.

#### **4. FEE SCHEDULE AND ENROLMENT**

- 4.1. An enrolment form must be submitted to the College for each individual Student before the Student can be accepted by the College.
- 4.2. The College charges the prevailing Price for the Services provided in each course as detailed on the College's website.
- 4.3. The Student acknowledges that:
  - 4.3.1. The College may change the prevailing Price for the Services as detailed on their website from time to time but that any such change will not be effective until the commencement of a new course.
  - 4.3.2. The College displays the prevailing Price for the Services on its website and the Student is deemed to have notice of any amendment to the prevailing Price when enrolling with the College or when confirming enrolment for a subsequent or successive course.
- 4.4. GST will be charged on the Services provided by the College that attract GST at the applicable rate.
- 4.5. All prices are based on taxes and statutory charges. Should these vary during the period from the date of enrolment to the date of the invoice or statement, the difference will become the responsibility of the Student and the Student will be invoiced for the extra charge by the College.

#### **5. PROVISION OF THE SERVICES**

- 5.1. The College reserves the right to decline to enrol the Student at its discretion.
- 5.2. The Student acknowledges that they have read the College's Student Handbook which sets out The College's Disciplinary Procedures and Code of Conduct and agrees as follows:
  - 5.2.1. To abide by the College's Code of Conduct as detailed in the Student Handbook;
  - 5.2.2. That the failure of the Student to abide by the College's Code of Conduct may result in the immediate suspension or expulsion of the Student from the College.
  - 5.2.3. That the College may amend the Code of Conduct from time to time, the College displays the prevailing Code of Conduct in its Student Handbook and the Student is deemed to have notice of any amendment to the Code of Conduct.
- 5.3. Subject to otherwise complying with its obligations under the Agreement, the College shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Student's expectations of those Services.

#### **6. PAYMENT POLICY**

- 6.1. Students have the following two options for payment:

- 6.1.1. Online payment in full immediately after registration.
- 6.1.2. Payment via a payment plan to be registered for immediately after registration.
- 6.2. Students who choose to pay via a payment plan are required to agree to a Direct Debit Service Agreement with the College and acknowledge the conditions set out therein.

**7. DEFAULT**

- 7.1. For the purposes of this clause 7, the “**default date**” is the day after the due date; and the “**outstanding balance**” is the Price, less any part payments made by the Student prior to the default date. After the default date, the outstanding balance shall include, all applicable fees and charges under this Agreement;
- 7.2. To the extent permitted by law, if the College does not receive the outstanding balance on or before the default date the Student acknowledges and agrees that:
  - 7.2.1. The Student will be liable for interest on the outstanding balance at the rate of twelve per centum (12%) per annum;
  - 7.2.2. The Student will be liable for a monthly account keeping fee of \$30.00 for every month that monies remain outstanding;
  - 7.2.3. In the event the College refers the Student to a debt collection agency and/or law firm for collection of the outstanding balance, the Student shall be liable for the recovery costs incurred, and if the agency charges commission on a contingency basis the Student shall be liable to pay as a liquidated debt, the commission payable by the College to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

Total Debt including	Original Debt x 100
Commission and	100 - Commission % charged by the agency (including
GST =	GST)

- 7.2.4. In the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on [www.prushka.com.au](http://www.prushka.com.au)
- 7.2.5. In the event where the College or the College’s agency refers the overdue account to a lawyer the Student shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

**8. RISK AND LIABILITY**

- 8.1. The Student acknowledges that the College shall not be liable for and the Student releases the College from any loss and damage incurred as a result of delay or failure to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the College’s reasonable control.
- 8.2. The College will not be held responsible, and the Student releases the College from any loss or damage, howsoever arising due to a failure by the Student to adhere to these Terms and Conditions or the College’s Student Handbook.

**9. WARRANTY**

- 9.1. The College does not purport to restrict, modify or exclude any liability that cannot be excluded under the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) as may be amended from time to time.

**10. TERMINATION AND CANCELLATION**

**Cancellation by the College**

- 10.1. At the College’s discretion, it may cancel any enrolment to which these Terms and Conditions apply before the commencement of the course by giving notice to the Student. On giving

such notice the College shall repay to the Student any sums paid in advance of the Price for that course.

- 10.2. During the duration of the course, the College may not cancel the Student's enrolment save for the except in the event that the Student:
  - 10.2.1. Becomes insolvent, convenes a meeting with creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors.
- 10.3. The College shall not be liable to the Student for any loss and damage whatsoever arising from a cancellation of enrolment in accordance with these Terms and Conditions and the Student Handbook.
- 10.4. Without prejudice to the College's other remedies at law, in the event that the College cancels the Student's enrolment during course by virtue of the Student's insolvency then the prevailing Price for that course whether or not due on the day of cancellation shall become immediately payable by the Student; and the date of cancellation shall be taken as the due date.

**Cancellation by Student**

- 10.5. The Student may cancel their enrolment and withdraw from their course within thirty (30) days of their date of enrolment by providing written notice to the College.  
  
In the event that the Student withdraws from the course within thirty (30) days they will incur a \$150.00 administrative fee and be liable for the prevailing Price of the Services for the entire course and the date of cancellation shall be taken as the due date.

**11. ENTIRE AGREEMENT**

- 11.1. The Agreement as defined herein constitutes the whole agreement between the Student and the College.
- 11.2. The Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria.
- 11.3. All prior discussions and negotiations are merged within this document and the College expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 11.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

**I/We understand and agree to be bound by the Terms and Conditions set out herein.**

STUDENT NAME:.....

STUDENT SIGNATURE:.....

DATE: ...../...../20...

