

# 2017 Professional Year Programs – Terms & Conditions

## GENERAL INFORMATION

I, \_\_\_\_\_ (full name) acknowledge and agree to the following Terms & Conditions in regard to my enrolment in the Professional Year Program ("The Course") with Performance Education.

The Course is 44 weeks minimum\* in length, and includes face-to-face coursework as well as a Work Integrated Learning (WIL) placement.

\* The Course may be longer depending on WIL placement start date and completion of coursework components. While every effort is made to ensure that students' WIL placements commence at the allocated time, this may not always be possible.

1. I understand that any variation in these Terms & Conditions must be in writing and signed on behalf of Performance Education.

2. I will advise Performance Education of any changes to my details, including visa status and contact details within 14 days of such change.

3. I understand that I am expected to attend 100% of classes and must complete all of the assessments associated with The Course. Any class absence due to illness must be supported by a valid medical certificate. Failure to achieve the Minimum Attendance\* requirement is an automatic failure of The Course. I understand and agree that I am only entitled to a refund pursuant to the Terms & Conditions stated under Refund Policy.

\* Minimum Attendance – Students attendance on The Course must be at least 80% overall and at least 50% on each individual subject to be eligible to pass. Practical Applications workshops require a minimum 80% attendance to pass. Subject failures will require students to reschedule their course and will lead to delays in graduation dates.

4. I understand that I am required to bring a compatible device to specified classes in accordance with Performance Education's BYOD policy.

5. I understand I am not permitted to take leave outside of Week 43. Leave at any other point during the program will only be granted in cases of emergency and at the discretion of Performance Education. I understand that an application for leave/deferral must be made in writing to the Director of Studies and that any type of leave/deferral may lead to a delay in my graduation and that this may result in the extension of my course length.

6. I understand that any type of leave/deferral will not affect my tuition fee obligations including, but not limited to the timing and amount of monthly instalments.

7. I understand that an Academic Administration fee of \$75.00 will apply in each of the following cases and will be deducted along with my next instalment:

- Any re-enrolment in a subject due to failure to meet either assessment or attendance requirements
- Any re-scheduling of classes due to failure to meet minimum attendance requirements
- Admission to a re-assessment workshop due to failure to meet assessment requirements
- Reassessment due to cheating, plagiarism and/or collusion on an assessment
- Replacement of learning materials.

8. As a Professional Year IT student, I understand that the Australian Computer Society will apply additional fees in the following cases, and that Performance Education reserves the right to reclaim these fees from students:

- Failure of the ACS online module and have to be re-enrolled (\$900.00 + GST)
- Transfer to another ACS online cohort due to leave or deferral (\$115.00 + GST).

9. I understand that if my behaviour is deemed unacceptable by Performance Education, including but not limited to not following the Student Code of Conduct or acts of Plagiarism, my enrolment may be cancelled, and I agree that I will not be entitled to a refund of any fees or other charges paid under these Terms & Conditions.

10. I understand I will be required to attend organised activities as part of The Course, including the WIL placement. I authorise Performance Education, and the Host Company for my WIL placement, to obtain medical treatment for me should Performance Education (and the Host Company/Companies), deem such action necessary. I agree to indemnify Performance Education or any Host Companies for any expenses, loss, damage or liability whatsoever occasioned as a result of authorising and arranging any emergency medical treatment.

11. I understand that successful completion of the Professional Year does not guarantee that I will receive permanent residency status in Australia.

12. I acknowledge that Performance Education will arrange my WIL placement with a Host Company which matches my chosen profession. I understand that I will need to attend interviews for these placements; that Host Companies will be selected at the discretion of Performance Education; and that an offer of an WIL placement is at the discretion of the Host Company.

13. I understand that I am required to have 100% attendance throughout the internship period and to complete the work assigned.

14. I acknowledge that I am wholly responsible for all matters concerning my visa and will not hold Performance Education liable for any matters relating to this.

15. To successfully pass the WIL placement the student must adhere to the conditions set out in the Training Agreement, including but not limited to successful completion of the WIL placement, appropriate attendance of and performance during the WIL placement.

## FEES

The fee structure, correct as at 1 July 2016, is as follows:

PAYMENT OPTION	ADMIN & MATERIALS FEE	SMIPA PY TUITION FEE	ACS PY TUITION FEE
Up-Front payment	\$250	\$11,250	\$12,930
Monthly instalments	\$250	\$11,750†	\$12,930‡

† 1 x \$2,750 initial payment and 8 x \$1,125 subsequent monthly payments

‡ 1 x \$780 initial payment and 8 x \$1,550 subsequent monthly payments

1. The Administration and Materials Fee is \$250. This fee must be paid in full to secure a position in any particular intake. The Administration and Materials Fee is not refundable under any circumstances.

2. Students will not be permitted to commence or continue their course until all outstanding fees have been paid. This may include removal from classes, and delayed WIL placement.

3. All fees are payable in Australian Dollars (AUD) and will be automatically charged to the nominated account (credit card or bank account) that is held on file for tuition payments.

4. Monthly payments

i. Payment of fees in monthly instalments is only available upon completion of the Student Loan - Deferred Payment Plan Direct Debit Authority form (fees & charges apply).

ii. The first instalment of monthly tuition fees is due 5 days prior to the commencement of The Course.

iii. Subsequent instalments will be deducted every four weeks from the commencement of the course.

5. Performance Education will provide the students with a WIL placement as part of the course requirements. In the event the student fails the WIL placement, the student will be liable for an additional AU\$2,000+GST replacement WIL placement fee.

6. In the event that a student enrolled in the ACS Professional Year (Information Technology) fails the PE On-line component any additional charges made by ACS for re-enrolment will be incurred by the student.

7. In the case that any scheduled payments are dishonoured, for any reason, a \$50 administration fee will be incurred by the student.

8. A \$50 Administration Fee may be charged for any manual processing of payments that are processed outside of the direct debit arrangement.

## CANCELLATION/REFUND POLICY

### FULL REFUND

Performance Education agrees to refund to the original fee paying party upon receipt of written notice of cancellation by the applicant, all tuition fees paid:

- Where Performance Education is unable to offer The Course; or
- Where Performance Education refuses the application for enrolment.

### CANCELLATION / WITHDRAWAL REFUND POLICY: UP-FRONT PAYMENT

For students who have made a full up-front payment, Performance Education agrees to refund all or part of the tuition fees paid, to the original fee paying party, upon written notice of cancellation by the applicant.

The amount of the refund paid will be determined by the timing of the receipt of the written notice from the applicant, as shown below:

Written Notice Received	Refund
More than 14 days prior to the commencement of The Course	Full refund of any tuition fees paid
Less than 14 days prior to the commencement of The Course	75% of any tuition fees paid
After commencement of The Course, and within 10 weeks after the published course commencement date	50% of any tuition fees paid
More than 10 weeks after the published course commencement date	NO REFUND

Applicants who withdraw 10 weeks after the published course commencement date are still liable for all tuition fees.

### CANCELLATION / WITHDRAWAL REFUND POLICY: MONTHLY INSTALMENTS

For students who have elected to pay by instalments, Performance Education agrees to credit their tuition fee balance, upon written notice of cancellation by the applicant. Any balance of tuition fees due, together with any outstanding administration fees must be paid immediately upon the acceptance of the applicant's withdrawal.

The balance of tuition fees due will be determined by the timing of the receipt of the written notice from the applicant, as shown below:

Written Notice Received	Refund/Payment Due
More than 14 days prior to the commencement of The Course	Full refund of any tuition fees paid
Less than 14 days prior to the commencement of The Course	Payment equal to first 2 instalments
After commencement of The Course, and within 10 weeks after the published course commencement date	Payment equal to first 5 instalments
More than 10 weeks after the published course commencement date	Payment of all tuition fees

Applicants who withdraw 10 weeks after the published course commencement date are still liable for all tuition fees.

I understand that the Professional Year is a program designed to enhance my employability and improve my communication skills as well as understanding of the Australian workplace. I agree to the attendance requirements of the course and will, to the best of my ability, commit to attending 100% of the course, including the Work Integrated Learning (WIL) placement. I understand that completion of this course does not entitle me to permanent residency in Australia.

## ACKNOWLEDGEMENT

Applicant's Signature

Applicant's Full Name (please print)

Date (DD/MM/YYYY)