

# STUDENT AGREEMENT

## FOR students paying by subscription

This is the Agreement between you and Open Colleges Pty Ltd ACN 000 011 692 (**Open Colleges**) for the course you are undertaking with or through Open Colleges.

It is an important document.

This Agreement sets out your obligations to Open Colleges and Open Colleges' obligations to you, and by accepting it you are acknowledging that you have read it and understood it.

It is important you understand that by accepting this Agreement you are committing to paying the **Subscription Fees for the first subscription period of your course** unless you cancel your enrolment in writing to Open Colleges within the cooling off period of **seven calendar days** from the start date of this Agreement (as defined in clause 11) or unless Special Consideration or guarantees under the Australian Consumer Law apply to you.

### Your Obligations

1. Your obligations under this Agreement include:
  - a. you agree to pay all subscription fees associated with each subscription period;
  - b. you agree to pay any Administrative Fees charged to you by Open Colleges under the Schedule of Administrative Fees published on the Open Colleges international website (see <https://global.opencolleges.edu.au>) (**Administrative Fees**)
  - c. you confirm that you fulfil all entry requirements and have the required equipment, as specified on the Open Colleges website, for the course in which you enrol;
  - d. you represent and warrant that all information you provided to Open Colleges was accurate and complete and not misleading and that you included all information that may impact on your ability to complete the course (such as a disability);
  - e. you agree to comply with Open Colleges' student policies and procedures as published on the Open Colleges international website (Open Colleges **Student Policies and Procedures**);
  - f. you will access Open Colleges' Services only for your personal use and will not share access or access information for your account with any other person or organisation
  - g. you must have access to a computer, computer equipment, computer software and internet connection which meets Open Colleges' specifications from time to time while you are completing your course;
  - h. you may be required, depending on your particular course, to provide additional equipment or materials or undertake additional studies or certifications as set out on the Open Colleges website at your own expense;
  - i. you must inform Open Colleges in writing within seven (7) days of any corrections or changes to your personal details including name, residential or postal address, email address and phone numbers;
  - j. you must maintain a current email address for the duration of your course as Open Colleges will communicate with you via email and through OpenSpace; and -

- k. you must retain a copy of all assessments submitted to Open Colleges for the duration of your course.

### **Open Colleges' Obligations**

2. While you are complying with this Agreement:
  - a. Open Colleges will supply you with the materials for the first Study Period of your course which may be partly or fully through OpenSpace;
  - b. Open Colleges will supply you with the materials for the subsequent Study Periods of your course during your paid subscription period after Open Colleges have determined, in its sole discretion, that you have successfully completed the prior Study Period;
  - c. Open Colleges will provide you with access to OpenSpace from your computer where that computer uses equipment, software and internet capability which meets Open Colleges' specifications from time to time;
  - d. Open Colleges will provide you with access to learning and administrative support; and
  - e. Open Colleges will grade your assessments, and provide feedback and grades for your assessments through OpenSpace; until the completion of the current paid subscription period of your course or on the earlier termination or end of this Agreement.
3. In some cases, Open Colleges delivers courses in partnership with other registered training organisations (**Partners**). Details of the Partners are available on the relevant course page on the Open Colleges' website. Where a Partner assists to provide your course it may award your qualification. If you are enrolled in a course that involves a Partner you will still be bound by this Agreement.
4. Open Colleges or the Partner (whoever is most appropriate) will issue appropriate certification to you for your course once you have successfully completed all Modules and paid all Subscription Fees.

### **Accepting this Agreement**

5. You have accepted this Agreement by:
  - a. signing the enrolment form; or
  - b. clicking "Accept" on the webpage
6. In the case of 5.b above, by clicking "Accept" you agree that OC can capture your IP address to verify your consent to this Agreement.
7. The date you sign the enrolment form or click "Accept" is the agreement date (**Agreement Date**).
8. OC enters this Agreement with you when it confirms your enrolment and provides a copy of this agreement to you.
9. By accepting this Agreement, you consent to OC sending you electronic and mobile messages or contacting you at the phone number and email address you have provided to Open Colleges, for the duration of this Agreement and a reasonable period after the end of this Agreement.
10. 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, your parent or guardian is responsible for payment of Subscription Fees and Administrative Fees.

### **Paying Your Subscription Fees**

11. Subscription Fees are payable on a subscription payment basis as follows:

- a. Your initial Subscription Fee to enrol into the Course is payable on the day you lodge your enrolment.
  - b. Subsequent fees for your Subscription (**Subscription Fees**) are calculated and payable monthly on the same day of the month as the Start Date of your Subscription (unless otherwise stated).
  - c. Services will commence when you receive your Confirmation and your OpenSpace login details (**Start Date**) which will occur when Open Colleges confirms that you are eligible for enrolment and you meet all course entry requirements
  - d. If you have a subscription payment scheduled for a day that does not occur in a given month (e.g. the 30th does not occur in February), the payment will be due on the last day of that month (**revised payment day**). Thereafter, subsequent subscription payments will be due on the revised payment day of the month.
  - e. Your initial Subscription Fee and subsequent subscription billing and payment will be processed through one of our standard payment processors which are notified on your Confirmation and you must comply with their terms as specified on their website.
  - f. If you are paying by credit card and: if
    - a. recurring billing is available, your Subscription will automatically renew upon the expiry of your current subscription period unless you cancel your Subscription in accordance with clause 25; or
    - b. recurring billing is not permitted in your country, you will need to arrange the payment of Subscription Fees for your next Subscription period prior to its Start Date.
- If you are paying by International Money Transfer, you will need to arrange the payment of Subscription Fees for your next subscription period prior to its Start Date.
- g. Open Colleges' Fees may be quoted in Australian dollars or in the local currency of residence.
  - h. All amounts payable by you are to be paid in Australian Dollars unless agreed differently.

12. If you do not pay the Subscription Fees by the due date, then Open Colleges may:

- a. withhold the materials for your course; and/or
- b. restrict access to OpenSpace; and/or
- c. withhold the grading of assessments; and/or
- d. cease or suspend any other obligation Open Colleges or a Partner has under this Agreement; and/or
- e. withdraw you from the current Module or the full course.

13. The Subscription Fees do not include:

- a. any materials that are listed as "Computer Requirements" or "Additional Requirements" for your particular course on the Open Colleges website;
- b. any applicable Administrative Fees; or
- c. any fees and charges with respect to any external examination your course may prepare you to undertake.

14. You acknowledge that there may be additional local bank and government fees and charges imposed on funds' transfer of your fees. You are responsible for payment of all local fees and charges, taxes, duties, excise associated with paying your fees.

### **Course Duration**

15. You must complete your course before the expiry date notified in your Confirmation (**Maximum Duration**). If you do not complete the course within the Maximum Duration, your enrolment will expire and you will not be entitled to any refund or partial refund of Subscription Fees.
16. No refunds will be issued where you have completed your course within the paid subscription period but prior to the end of the paid subscription period.

### **Subscription Period Extensions and Deferrals**

17. You may apply for the changes specified in clause 18 to your enrolment by submitting the appropriate Request Form to OC (including where applicable the relevant sections completed by a qualified Medical Doctor) and properly completing and lodging any paperwork OC require to support your application. Subject to the Australian Consumer Law, OC will only consider your application if you have paid all Subscription Fees that are due at the time and you pay an Administrative Fee as outlined in the Schedule of Administrative Fees.
18. The changes you may apply for are:

**Subscription Period Extension:** If you require more time than the maximum course duration specified, you can apply for a Subscription Period Extension before the expiry date of your last subscription period and OC will extend your current subscription by up to one (1) or at a maximum application of six (6) months if you comply with clause 18 and:

- a.
- i. there are no material changes to the training package for your course; and
  - ii. your course is not in a teach-out period.

If OC approve your Subscription Period Extension, the Maximum Duration of your course is adjusted accordingly.

- b. **Course Deferral:** If you encounter difficulties or changed circumstances that are likely to impact on your ability to study you may apply to defer your study for up to six (6) months if you comply with clause 18 and you advise OC of the date you expect to return to study.

If OC approve your application to defer your study, then OC may:

- i. extend the Maximum Duration of your course by up to six (6) months;
  - ii. agree an alternative payment plan with you, which may include deferral of Subscription Fees for up to six (6) months; and/or
  - iii. provide you with additional academic and learning support services.
- c. **Course Transfer:** If you decide to pursue an alternative course, you may apply for a Course Transfer within three months of the Agreement Date if you comply with clause 18. OC will approve your Course Transfer Request if:
- i. you meet the entry requirements for the course you wish to transfer to (**Transfer Course**);
  - ii. you have not previously been approved for a Course Transfer;

- iii. the Transfer Course is taking new enrolments; and
- iv. you pay the Transfer Fee as outlined in the Schedule of Administrative Fees.

For the avoidance of doubt, Subscription Fees will not be refunded as a result of a Course Transfer.

### Changes During Your Studies

19. Open Colleges is an Australian registered training organisation and it must comply with regulations relating to the courses it provides. You acknowledge that to comply with such regulations, Open Colleges may be required to make changes to courses (including units, learning materials and assessments) and the Open Colleges' Student Policies and Procedures from time to time.
20. In addition to changes required under clause 19, Open Colleges may change the courses (including units, learning materials and assessments) and the Open Colleges' Student Policies and Procedures from time to time.
21. If a material change is made pursuant to clauses 19 or 20, then Open Colleges will:
  - a. give you 14 days' notice (by email) before the change applies; and
  - b. work with you to address any potential disadvantage you think may arise from the change, by, for example:
    - i. extending the duration of your current subscription period;
    - ii. extending the Maximum Duration of your course;
    - iii. giving you additional learning support services; or
    - iv. giving you the option to complete your course (subject to availability and compliance with relevant regulations).
22. If a material change is made pursuant to clause 21, and that change results in disadvantage which is unable to be addressed by clause 22, you may apply for Special Consideration under clause 32.
23. Open Colleges may update the Schedule of Administrative Fees, and such updates will be:
  - a. made in February each year
  - b. notified to you with 14 days' notice (by email); and
  - c. limited to a maximum increase of 5% in any one calendar year.

### Cancellation and Refund

24. You may opt to cancel your subscription at any time. If you wish to terminate your studies, you must notify Open Colleges in writing (**Cancellation Request**).
25. If Open Colleges receives your Cancellation Request within the **Cooling Off Period** which is **seven (7) calendar days** from your Start Date, Open Colleges will refund any Subscription Fees you have paid, less any payment processing fees incurred by the payment processing provider applicable with refund of fees.
26. Subject to the Australian Consumer Law, if you do not give Open Colleges your Cancellation Request within the seven day Cooling Off Period, Subscription Fees paid will not be refunded.

27. Each Subscription Fee payment grants you access to your course with Open Colleges until the end of the subscription period duration. If you do not wish to continue with the course, you must give Open Colleges a Cancellation Request in writing before the start date of your new Subscription period. Subject to Australian Consumer Law, Subscription Fees paid will not be refunded and services will be discontinued at the end of the current subscription period

### **Guarantees under the Australian Consumer Law**

28. Open Colleges' services come with guarantees that cannot be excluded under the Australian Consumer Law. These guarantees are that the services:
- will be provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage;
  - be fit for the purpose or give the results that Open Colleges and the student agreed to; and
  - be delivered within a reasonable time frame when there is no agreed end date.
29. You are entitled to receive the services again or a refund for a major failure in the service and you may also be entitled to compensation for any other reasonably foreseeable loss or damage. You are entitled to receive the services again if the service fails to be of acceptable quality and the failure does not amount to a major failure.
30. Where permissible, Open Colleges' liability in relation to a failure to meet a consumer guarantee under the Australian Consumer Law [Date] is limited to:
- supplying the services again; or
  - the payment of the cost of having the services supplied again.

### **Special Consideration**

31. If you encounter difficulties or changed circumstances that are serious and continuing and are likely to materially impact on your ability to complete your course, you can apply for Special Consideration.
32. To apply for Special Consideration, you must submit a Special Consideration Request Form to Open Colleges, including the relevant sections completed by a qualified Medical Doctor (where applicable) and any other requested additional supporting documentation.
33. If you satisfy the criteria set out in clause 32 and 33, Open Colleges may grant Special Consideration in circumstances where there has been a material change to your course under clause 21 resulting in material disadvantage to you which cannot be addressed under clause 22.
34. If Special Consideration is granted Open Colleges may agree to:
- extend the Maximum Duration of your course. The maximum deferral period will be equal to the remaining period of your current paid subscription period from the date of submitting your Special Consideration Request Form to Open Colleges;
  - give you additional support services; and/or
  - grant a pro-rata refund of the Subscription Fees (taking into account the portion of the course that has been completed and the costs associated with the provision of learning materials).
35. Without limitation, Special Consideration will **not** be given if you seek Special Consideration only on the basis that:

- a. you have changed jobs;
- b. your work hours changed;
- c. you have moved address (including inter-state or international moves);
- d. your course changes under clause 21 as a result of a regulatory change governing Open Colleges;
- e. you find the course more difficult, time consuming or stressful than you had expected; or
- f. you have resigned from or terminated your employment.

For clarification, a student is still eligible to apply for Special Consideration such as on financial hardship or on medical grounds even where one of these factors also applies.

### **Course and Content**

36. As you do not live in Australia and may not be an Australian citizen or permanent resident, you acknowledge that:
- a. The qualifications delivered by Open Colleges are designed specifically to meet Australian workforce requirements. Further, the Nationally Recognised Training qualifications delivered by Open Colleges are developed in accordance with the Australian Qualifications Framework and Australian legislative framework.
  - b. You are solely responsible for ascertaining the recognition and appropriateness of your course to the meet your specific requirements in your home country.

### **Other Terms**

37. If your course prepares you to undertake external examinations you are responsible for establishing your own eligibility and making arrangements to attend and pay for any fees and charges with respect to the external examination. Open Colleges make no representations regarding external examinations.
38. You may keep the material Open Colleges provides to you. The content of the material is copyright and all intellectual property rights in the material remains the sole property of Open Colleges or its nominated third party. You may not reproduce any part of the materials or assessments or use the services provided by Open Colleges other than for personal, non-commercial use without Open Colleges' prior written consent.
39. This Agreement is governed by and must be construed in accordance with the laws in force in New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.