



Policy Document

Terms and Conditions

(Higher Education Courses)

Policy Name

Terms and Conditions (Higher education Courses)

Policy File Name

20090602TermsAndConditionsHE

Policy Location

Cengage Education Inside and www.cengage.edu.au/policies

Compliance Requirements

AUQA

HESA Act 2003

Trade Practices Legislation

Consumer Protection Legislation

Purpose

These Terms and Conditions notify the student of their obligations when enrolled into a Cengage Education Course of Study.

Scope

These Terms and Conditions apply to enrolment into Higher Education Courses offered by Cengage Education.

Definitions

N/a

Policy Provisions

1. By signing the Acceptance of Offer form, a binding agreement shall arise between you and Cengage Education Pty Ltd (ACN 000 011 692) ("CE") which shall be governed by the laws of New South Wales.
2. By accepting these terms you agree to comply with the CE policies as published in the CE Student Handbook and on the Cengage Education website at www.cengage.edu.au/policies.
3. Each Course of Study (including undergraduate programs) offered by CE ("Course") consists of discrete Units of Study ("Units"). An undergraduate program, such as the Bachelor of Accounting, consists of 24 Units in total, which, when completed successfully and in accordance with CE policies, will lead to the award of a degree.
4. Units may be purchased on an individual basis that will not lead to an undergraduate program award (degree). These are referred to as "Accredited Professional Development Courses" (APD Courses) and when assessments associated with the course are successfully

completed, a Certificate of Completion will be issued.

5. By accepting these terms you agree to pay the Unit Fees (plus GST if applicable) ("Unit Fee") for any and all Units you have selected under this Student Agreement, including any future Unit enrolments.

6. If you are undertaking Units with FEE-HELP assistance as part of your undergraduate program, you agree to adhere to the terms and conditions as laid out in the FEE-HELP documentation provided to you.

7. If you are under 18 years of age, CE will process this Acceptance of Offer and enrol you into the selected Units of Study hereto once it has been signed by your parent or guardian. By signing this Acceptance of Offer, your parent or guardian agrees to be bound by the terms contained herein and shall become legally responsible for all payments to CE with respect to your Course.

8. If you are under 18 years of age, have not completed higher school certificate (or equivalent), or do not have a UAI of at least 65 you will be enrolled on a conditional basis. If you are enrolled on a conditional basis you will only be permitted to commence one Unit of Study in the first two Terms of your Course. You will not be able to enrol in another Unit until you have successfully completed this first Unit of Study.

9. Students enrolled in an APD Course, i.e. single non-award Units, are not eligible to request FEE-HELP assistance.

10. Upon receipt of each Unit Fee, or FEE-HELP assistance, CE agrees to: a. supply to you all materials listed for your Units ("Unit Materials"); b. grade your assessments; c. answer in a timely fashion academic and non-academic queries you may raise about your Unit; and d. give you access to specified online Unit Materials and resources.

11. Units of a Course for which Advanced Standing has been granted do not attract a Unit Fee.

12. Individual Unit Fees will be calculated according to the current Unit price and / or scholarship rate applicable from time to time, which are subject to change by CE.

13. The Unit Fee does not cover postage to CE, nor any materials that are not listed as Unit Materials for a Unit.

14. CE Higher Education Courses are delivered online. You must have a computer connected to the internet (preferably broadband) to access, view or download the online course materials, student support and information web sites (including the student management system, Student Portal and online library). CE will not take responsibility for a fault in equipment (computer malfunction) or a disruption to services (i.e. loss of internet connection) you experience while studying a Course or completing assessment tasks with CE.

15. You must have a valid and unique email address (a non-shared account). In compliance with privacy laws, CE will not send information about you or your course to a shared email account. CE will not accept responsibility if you do not receive communications from CE due to an expired or incorrect email account.

16. CE advises that, depending on the requirements of any particular Unit, you may also require access to additional learning materials (other than those supplied by CE) at your cost.

17. Subject to successful completion of all assessments, course progression rules being satisfied and Unit Fees being paid in full, CE will issue you with appropriate certification for your Course, including an Academic Transcript and Testamur.

18. Successful completion of the assessment activities of an APD Course will lead to the award of a Statement of Completion. APD Courses will be recognised for the purposes of Advanced Standing towards a CE course for a period of seven years (84 months) after their successful completion. ADP Courses which are not assessed will lead to the award of a Statement of Participation and will not be granted Advanced Standing towards future enrolments in a CE Course.

19. APD Courses may attract a different Unit Fee to that charged for Units in which you enrol as part of an undergraduate program. You will be advised of any differences in Unit Fees.

20. Unit Materials will be made available to you before the commencement date for those Units once CE has received payment in full of Unit Fees. If your enrolment is processed less than 14 days before the commencement date, your materials will be made available to you as soon as practicable.

21. The Unit Materials which CE provides to you shall become your property. However, the content of the Unit Materials, including copyright and all other such intellectual property rights contained therein, remain the property of CE or a nominated third party. You may not reproduce for commercial purposes any part of the Unit Materials without the prior written

consent of CE.

22. The maximum period in which you may complete an undergraduate program is seven years (84 months) for a single degree, or nine years (108 months) for a combined degree from the date of commencement of the first Unit of the undergraduate program. In the event that you do not complete the undergraduate program within that timeframe, your enrolment may be cancelled. Extensions of time to complete an undergraduate program may be granted in extenuating circumstances at CE's absolute discretion.

23. If you wish to terminate your studies before the completion of your Unit, you must notify CE in writing.

24. An administration fee may apply when withdrawing from a Unit, will be reviewed by CE on an annual basis, and published in the Student Handbook. Students will be advised of the current administration fee for Unit or Course withdrawal by CE at the time of enquiry. A full refund of a Unit will only be issued if written notification is received by CE before the published census date and your materials have not been dispatched. If your withdrawal notification is received by CE after the published census date no refund will be available. Any pre-purchased Units which you have not commenced will be refunded in full. Fees for any completed Units will not be refunded.

25. If during the duration of your Course you wish to transfer to another Course, you may do so, subject to the following conditions: a. You agree to pay any additional Unit Fees where applicable; b. Any Units that are common to both Courses will attract full Advanced Standing. c. Those Units which are not granted Advanced Standing will not contribute to the progression requirements for the Course into which you are transferring. Such Units remain eligible for possible Advanced Standing into a further Course for which they satisfy the progression rules for up to seven years (84 months) from their original enrolment date. d. If you have purchased Units in advance which remain unused, these Units may receive Advanced Standing into the new Course, subject to satisfying the progression rules of that Course. e. There are no outstanding monies owing to CE.

26. If your Course requires you to participate in external examinations, that is, examinations conducted by a third party, you are responsible for making any attendance arrangements and meeting any requirements for proof of your identity.

27. It is your responsibility to re-enrol into further Units in accordance with Course progression rules.

28. It is your responsibility to advise CE of any amendments to your enrolment in writing before the published Census date for the Units in which you have been enrolled.

29. It is your responsibility to inform CE in writing of any corrections or changes to your personal details including name, address and phone numbers, payment options and banking details.

30. CE will undertake an eligibility check to determine the Student Learning Entitlement (SLE) for those students who wish to access FEE-HELP assistance.

Associated Documents

Acceptance Of Offer Undergraduate Programs form

Authorities and Accountabilities

The Policy Officer is responsible for establishing, communicating and implementing this policy.

The Academic Director is responsible for enforcement of this policy and for dealing with breaches.

Document Versions and Approvals

The version of this policy is indicated by the date in the file name of this document. Each new version of this policy, prepared by the Policy Officer, requires approval by the approvers indicated below and this policy will remain in draft status until a date is entered by each approver. The date in the file name of this document should coincide with the latest Date Approved appearing below if there are multiple approvers

This Version Approved By

Academic Director
Compliance Manager

Date Approved

09 June 2009

10 June 2009