



SYDNEY FILM SCHOOL

## STUDENT AGREEMENT

Dated: [date]

### THE AGREEMENT

This agreement constitutes a binding contract between (Name of Student) (**Student**) and the Sydney Film School Pty Ltd ABN 50 106 693 190 (trading as Sydney Film School (**School**)).

Once this agreement is signed the School will issue a Confirmation of Enrolment to the Student.

### THE COURSE

The Student accepts the offer of a FULL-TIME place in the DIPLOMA OF SCREEN & MEDIA CUF50107 (**Course**) which commences (date) and finishes (date). The Student will be enrolled as a LOCAL STUDENT.

### COURSE FEE SCHEDULE

The total course fee for FULL-TIME students is \$15,100. Students must pay the Course fee by four instalments throughout the year BEFORE OR ON the Census Dates indicated below:

Payment	Unit of Study	Census Date	Amount
1	P1PROD	March 7	\$3775
2	P1POST	May 9	\$3775
3	P2PROD	TBC	\$3775
4	P2POST	TBC	\$3775

### VET FEE-HELP

The School is an approved VET Provider. Students may wish to take advantage of this and, if eligible, apply for a VET FEE-HELP loan. (More information about VET FEE-HELP loan eligibility and requirements is available in the “Fees” section of the School’s website and through the Australian Government website [www.goingtouni.gov.au](http://www.goingtouni.gov.au). The Student should review the criteria published on these websites carefully).

If the Student is eligible and elects to apply for a VET FEE-HELP loan, then the Student must submit a completed “Request for VET FEE-HELP assistance” form to the School BEFORE OR ON the first Census Date.

The Student is responsible for determining their eligibility for a VET FEE-HELP loan.

### **UPFRONT PAYMENTS**

For payments made directly to the School, the account details for the School are:

Account name: SYDNEY FILM SCHOOL PTY LIMITED

Account type: BUSINESS CHEQUE ACC

Swift number: NATAAU3302S

BSB number: 082-057

Account number: 56-568-0090

Bank: National Australia Bank Limited

Bank address: 255 George Street, Sydney, NSW, 2000

Note: Please include the Student’s name in the Description Field so that we can identify your payment.

### **ADDITIONAL TERMS & CONDITIONS**

#### **UNITS OF STUDY**

1. The Course is delivered over 4 x Units of Study, each of 10 weeks duration. These are: Part One Production (P1PROD), Part One Post Production (P1POST), Part Two Production (P2PROD) and Part Two Post Production (P2POST). Each Unit of Study has its unique Census Date.

Each Unit of Study consists of several subjects. A full list of Course subjects can be found in the “Courses” section of the School’s website.

2. Where the School is unable to deliver a Course subject, the School reserves the right to substitute a similar Course subject.

#### **UPFRONT PAYMENTS**

3. For FULL-TIME students paying their fees upfront, each instalment must be made by the applicable Census Date indicated above and must be in Australian currency by credit card, EFTPOS, bank draft or cheque payable to the Sydney Film School Pty Limited.
4. If you have supplied us with your credit card details, we will automatically bill your credit card according to the Course Fee Schedule, above. Alternately, please arrange for the instalments to be paid into our bank account by the due dates. Please allow at least two working days for a bank transfer.

## NON-PAYMENT OF FEES

5. The Student will not be eligible to continue the Course if:
- (a) an instalment of the fees is not paid by the applicable Census Date; or
  - (b) the Student's application for a VET FEE-HELP loan is not accepted.

## REFUNDS

6. The School's refund policy and procedure is as follows:
- (a) If the Student does not complete a Unit of Study, the Student will remain liable for the total fee for the Unit of Study and will not be entitled to a refund.
  - (b) If the Student withdraws from a Unit of Study after the applicable Census Date, the Student will remain liable for the total fee for that Unit of Study, and no refund will be given, except in compassionate and compelling circumstances (such as illness). All requests for a refund will be considered by the School on a case-by-case basis and at its sole discretion and provided that the Student applies to the School for a refund in writing. The School may request such supporting documentation from the Student that it considers relevant to its decision (ie medical certificates).
  - (c) Where the School agrees to grant a refund to the Student under paragraph 6(b):
    - (i) where the Student has paid upfront, the refund amount will either be deposited into the Student's bank account or a cheque will be issued to the Student or to such other third party as the Student directs in writing; and
    - (ii) where the Student has paid via a VET FEE-HELP loan, refunds will be granted by re-crediting the student's loan credit (minus the amount the student has available to loan).
- The Student should carefully review the "Student Review Procedures for Re-crediting a VET FEE-HELP Balance", available from the "Policies" section of the School's website.
- (d) Refunds will be paid or re-credited within four weeks of the School's decision to grant a refund to the Student.
  - (e) Refunds of upfront fees will be paid in the same currency in which the fees

were paid, unless payment in that currency is impracticable. The Student will be provided with a written statement by the School, detailing how any refund amount has been calculated.

- (f) This agreement, and the availability of complaints and appeals processes, does not remove the right of the Student to take further action under Australia's consumer protection laws and the Student has the right to pursue other legal remedies.

## STUDENT INFORMATION

- 7. The information provided by the Student to the School may be made available to Commonwealth and State departments, agencies and/or other bodies, if required under relevant legislation. More information is available in the "Privacy and Personal Information Procedures" located on the "Policies" section of the School's website.

## NON-ATTENDANCE

- 8. Non attendance by the Student at School classes does not constitute notice of cancellation of enrolment to the School.

## TERMINATION

- 9. The School reserves the right to:
  - (b) refuse any enrolment, where permitted by law;
  - (c) alter any of the Course particulars whether before or during the Course; or
  - (d) cancel or terminate the whole or any part of the Course.

## QUALIFICATION

- 10. A certificate will be awarded to the Student if they satisfactorily complete the minimum requirements of the Course, as specified by the School from time to time, including being deemed competent in all Units of Competency undertaken. A full list of the Units of Competency can be found in the School's Training and Assessment Strategy posted in the "Course" section of the School's website.
- 11. If the Student withdraws from the Course before meeting the minimum requirements of the Course, they may be issued with a Statement of Attainment, if applicable.
- 12. If the Student is deemed by the School not to be competent in a Unit of Study, the Student may repeat the Unit of Study again by re-enrolling in the relevant Unit of Study, and paying the fee either upfront or if eligible, by applying for an additional VET FEE-HELP loan for the Unit of Study, as discussed above.

13. Certain Units of Study offered in the Course may require classes to be convened outside publicised class times.

#### SUSPENSION & DEFERRALS

14. The Student must comply with the School's policies and procedures (including the Student Charter) as published in the "Policies" section of the School's website from time to time during the Course.
15. The School reserves the right to suspend or exclude the Student from the Course (in its reasonable discretion) where the Student fails to comply with the School's policies or is determined by the School to be guilty of conduct warranting suspension or exclusion.
16. The Student may not defer their studies, except due to illness, or other equally compelling and compassionate circumstances. Deferrals may result in the student re-enrolling in the relevant Unit of Study, and may be required to pay an additional fee for the relevant Unit of Study.

#### COURSE INFORMATION

17. The School reserves the right to change Course dates and times without notification.
18. The School believes that all information, statements and representations that are provided in Course information, and during the delivery of any Course, are and will be correct at the time given. However, the School, to the full extent permitted by law, does not warrant or guarantee the accuracy of same. The Student must satisfy themselves by independent verification or otherwise as to the accuracy of any information, statement or representation on which they intend to rely.

#### PERSONAL INJURY

19. The School is not responsible for any injury caused by or to the Student or any other person by the Student, nor for the loss or damage to any personal property of the Student or caused by the Student arising from participation in the Course, attendance at the School's premises or from the activities of the School. The Student agrees to participate in the Course at his or her own risk and will release the School, its employees, agents and contractors from any claim which the Student might otherwise be able to make.

#### PLAGIARISM

20. The Student warrants that any work submitted for assessment, marking or otherwise by the Student will be the original work of the Student and not a copy.

#### FILM RIGHTS

21. The rights of all works produced by the Student within the Course, including film scripts, remain with the School.

#### MINIMUM 18 AGE

22. By completing and signing this form, the Student warrants to the School that the Student is 18 years of age or over.

#### FINANCIAL CAPACITY

23. By signing this form the Student warrants that the Student has the financial capacity to meet the Course fees and agrees to pay all fees as they become due.

#### NOTIFICATION OF CHANGE OF ADDRESS

24. The Student must notify the School, in writing, of any change of postal address, email address or contact phone number, including mobile phone numbers.

#### COURSE PROGRESS

25. The Student must maintain satisfactory course progress in accordance with the School's Training and Assessment Strategy published on the School's website in the "Course" section. Students who fail to maintain satisfactory course progress may be deemed not to be competent in one or more Units of Competency.

#### STUDENT ID CARD

26. A Student ID card must be signed by the Student and returned to the School's office with a passport-sized photograph. The ID card will be laminated and then returned to the Student for their use. The ID card identifies the Student and enables them to receive travel concessions and permits them to make purchases for a discounted price at certain art shops, cinemas, travel agencies, etc. The ID card is essential for use as identification as a student of the School, when off premises in situations like shooting on location etc. If the Student is completing the Course part-time, the Student will not be eligible to use their ID card for travel concessions.
27. In signing this agreement, the Student agrees to abide by the above terms and conditions.

#### CONFIRMATION

I have read and understood my obligations as the Student.

Initials \_\_\_\_\_

\_\_\_\_\_  
STUDENT'S SIGNATURE

\_\_\_\_\_  
DATE OF SIGNATURE

Please return a signed copy (with your initials on each page) of the WHOLE student agreement to the Sydney Film School by fax on +61-2-9698-2246 c/- The Registrar Sydney Film School, or by post to: PO Box 602 Alexandria NSW 2015 Australia.