



SYDNEY FILM SCHOOL

## STUDENT AGREEMENT

Dated:

### THE AGREEMENT

This agreement constitutes a binding contract between name (The Student) and the Sydney Film School Pty Ltd ACN 106 693 190 (The School) trading as Sydney Film School.

### THE COURSE

name has enrolled full time in the Diploma of Screen and Media which commences date and finishes date name is enrolled as a LOCAL STUDENT. (Full Time studies).

### COURSE FEE SCHEDULE

Tuition Fees upfront is amount (AUD) if paid by.

Otherwise the total course fee in instalments is (AUD). Name will pay a deposit of \$2000 (AUD) within 14 days to the school with the remainder of (AUD) owing in an upfront payment or (AUD) for instalment payments. The following payment schedule will be used should you wish to pay through instalments. Instalments will be automatically billed to your credit supplied on the application form or as

Date	Item	Amount
Now	Deposit	
23.02.2009	1 <sup>st</sup> Instalment	
23.03.2009	2 <sup>nd</sup> Instalment	
23.04.2009	3 <sup>rd</sup> Instalment	
23.05.2009	4 <sup>th</sup> Instalment	

Once the deposit is paid and this agreement signed Sydney Film School will issue Confirmation of Enrolment to the student.

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RTO No. 91074 CRICOS No. 02631G

## TERMS & CONDITIONS

### THE COURSE

1. The Diploma of Screen and Media is offered by Sydney Film School Pty Limited trading as Sydney Film School (ABN 50 106 693 190) (Sydney Film School).

### DEPOSIT

2. Applicants offered a place in the Course are required to pay a deposit (\$2000) within 14 days of the offer.

### PAYMENTS

3. Payment of all fees must be made by the Payment Date(s) indicated above and must be in Australian currency by cash, credit card, bank draft or cheque payable to Sydney Film School.
4. Where a credit card is used to make payment, Sydney Film School reserves the right to use the same credit card to effect payment (by direct debit) of the balance of the monies due to Sydney Film School on the due dates for payment.

### UNABLE TO DELIVER

5. Where Sydney Film School is unable to deliver an Element within the Course, Sydney Film School reserves the right to substitute a similar Element.

### REFUNDS

6. Sydney Film School refund conditions:

(a) Application for a refund must be made in writing, by the applicant to the Education Manager of Sydney Film School, within 14 days of notification.

(b) If a student withdraws enrolment 21 days or more before the commencement date of the Course a processing fee of 30% of the deposit will be forfeited to Sydney Film School;

(c) If a student withdraws enrolment less than 21 days before the commencement date the student will remain liable for the total Course fees, and no refund will be given;

(d) If a student does not commence a Course on the notified date, the student remains liable for the total Course fees, and no refund will be given;

(e) Where a student does not complete a Course, the student will remain liable for the total Course fees, and no refund will be given;

(f) Tuition fees will not be refunded after a student has commenced a Course;

(g) Where refunds meet the above criteria, the amount refunded will be placed into the student's bank account or cheque issued;

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

## STUDENT INFORMATION

### 7. Personal Information Sharing:

The information provided by a student to Sydney Film School may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code; and Sydney Film School is required under s19 of the ESOS Act 2000 to tell the Department of Education, Employment and Workplace Relations (DEEWR) about certain changes to a student's enrolment and any breach by the student of a student visa condition relating to attendance or satisfactory academic performance.

## NON-ATTENDANCE

8. Non attendance by a student at Sydney Film School classes does not constitute notice of cancellation of enrolment to Sydney Film School.

## TERMINATION

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

## QUALIFICATION

10. A Course certificate will be awarded to a student who satisfactorily completes the minimum requirements of the Course as specified by Sydney Film School from time to time including: (a) the student must be deemed competent in all Elements undertaken to receive the certificate; and (b) competency will not be awarded to students who are absent from more than two classes of any Element without a medical certificate or prior written approval of the Sydney Film School.

11. All Elements in which a student is deemed not to be competent may be repeated by that student but an additional fee will be payable by the student to Sydney Film School for Elements repeated.

12. Certain Elements offered in the Course may require classes to be convened outside publicised class times.

#### SUSPENSION

13. Students must comply with the policies and Code of Conduct of Sydney Film School as published from time to time during the Course. Sydney Film School reserves the right to suspend or exclude a student from the Course (in its reasonable discretion) where the student fails to comply with Sydney Film School policies or is determined by Sydney Film School to be guilty of conduct warranting suspension or exclusion.

#### COURSE INFORMATION

14. Sydney Film School reserves the right to change Course information including fees, rates, Course dates and times without notification.

15. Sydney Film 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, Sydney Film School, to the full extent permitted by law, does not warrant or guarantee the accuracy of same. Students 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

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

#### PLAGIARISM

17. 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

18. The rights of all works produced by students within the Course, including film scripts, remain with Sydney Film School.

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#### MINIMUM 18 AGE

19. By completing and signing this form, the student warrants to Sydney Film School that the student is 18 years of age and over and has the financial capacity to meet the Course fees. If under 18 the signature is to be completed by a legal guardian.

#### NOTIFICATION OF CHANGE OF ADDRESS

20. Students are required to notify Sydney Film School, in writing, of any change of address or contact phone number, including mobile phone numbers.

#### ATTENDANCE

21. Sydney Film School requires every student to maintain a minimum of 80% attendance in their Course. If a student is absent they will need a medical certificate from a doctor, otherwise they will be marked absent and this will affect the overall attendance percentage.

#### STUDENT ID CARD

22. Student Identification Card. The use of this card identifies a Full Time Student and permits them to make purchases for a discounted price at certain art shops, cinemas, travel agencies etc. The card is essential as identification as a Sydney Film School student, when off premises in situations like shooting on location etc. International students are not eligible for travel discounts.

23. In signing the Student Agreement a student agrees to abide by the above terms and conditions.

#### CONFIRMATION

I have read and understood my obligations as a student.

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

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

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

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