



Version 1.2 – Last updated 03 May 2017

General Terms and Conditions – Acknowledge Education

These Terms and Conditions apply to services that Acknowledge Education Pty Ltd ABN 15 005 596 565 (**AE**) supplies under its business names, including Melbourne Language Centre, Stott's Colleges, Front Cooking School and Acknowledge Creativity. AE may alter these Terms and Conditions from time to time by updating the Website.

Terms and Conditions and Policies and Procedures

- 1 *These Terms and Conditions form part of each Student Agreement, which is a contract between AE and a Student for the supply of education and related services by AE.*
- 2 *Each Student who is enrolled at AE must comply with:*
 - (1) these Terms and Conditions;
 - (2) the Policies and Procedures;
 - (3) the Fee Schedule; and
 - (4) any other terms and conditions relating to the Student's chosen Course as provided by the Student's education agent, brochures, the Website and the student prospectus made available on the Website.

Payment

- 3 *Each Student must pay the Fees and Charges specified in the Fee Schedule at the times specified in the Fee Schedule.*
- 4 *If a Fee or Charge is not paid when due interest will accrue at the rate of 2% per month calculated on the portion of the Fee or Charge overdue from the date on which it became due until it is paid in full.*
- 5 *AE may require the Student to reimburse AE for all collection costs for unpaid Fees and Charges including legal costs incurred by AE calculated on a solicitor and client basis as a consequence of AE instructing its solicitor to provide advice to it in connection with the default and/or to institute such recovery process as AE in its discretion decides.*

Cancellation and changes to Courses

- 6 *AE may discontinue or alter a Course, including course dates, and the Fees and Charges applicable to the Course. AE may also alter the location, timetable or staffing of a Course at any time and without notice.*



- 7 *Where required by law in the case of cancellation of a course, AE will offer Students a place in an alternative course at AE's expense or provide a Refund of Fees and Charges.*

Refunds for International Students

- 8 *AE will pay International Students a refund of Fees and Charges in the circumstances set out in the Refund Policy – International Students or as otherwise required by law.*

Immigration regulation

- 9 *Each International Student acknowledges that AE is subject to various obligations under the Immigration Act and the ESOS Act, and to the requirements of the Regulators, and agrees that AE may comply with those obligations and requirements including by providing information in the manner AE considers appropriate and that the Student will have no right or claim against AE or its officers, employees or agents for doing so.*
- 10 *Without limiting paragraph 11, each International Student acknowledges and agrees that AE may under the ESOS Act or other legislation or regulations report to the Regulators about matters relating to the Student including attendance at Courses, changes to enrolment, breaches of visa conditions and academic progress.*
- 11 *AE is entitled to assume that an International Student has provided to AE all information required by the Immigration Act, the ESOS Act and the Regulators and that the information is true, reliable and accurate. MLC may give information provided by the Student to the Regulators including, if relevant, the Tuition Protection Service.*
- 12 *A Student must inform AE immediately if the Student's contact details change while a Student.*
- 13 *A Student under 18 years of age must have a Guardian that meets the requirements of AE and the Immigration Regulator.*

Homestay

- 14 *AE will assist Students who wish to obtain Homestay Services. Students who wish to obtain Homestay Services must apply for Homestay on the Application for Enrolment or otherwise notify AE that they require Homestay, and then complete the Homestay Application Form.*

Exclusions and limitations

- 15 *To the fullest extent permitted by any law, all conditions and warranties implied by law arising out of the supply of the Services are excluded. AE does not limit or exclude the application of any provision of any statute (including the Competition and Consumer Act 2010 (Cth) or any similar law) where to do so would contravene that statute or cause any part of this clause to be void. To the extent permitted by statute the liability, if any, of AE arising from the breach of the conditions or warranties referred to in this clause 15 is, at AE's option, limited to and completely discharged by supplying the Services again.*
- 16 *The Student acknowledges that the Student does not rely and it is unreasonable for the Student to rely on the skill or judgment of AE as to whether the Services are reasonably fit for any purpose for which they are being acquired.*



- 17 *Except to the extent provided in these Terms and Conditions or by law AE does not accept any duty of care and has no liability (including liability in negligence) to any person for:*
- (1) any loss or damage, consequential or otherwise, suffered or incurred by that person attending any premises owned or occupied by AE or in relation to the Services; and
 - (2) in particular without limiting the foregoing any loss or damage, consequential or otherwise, suffered or incurred by that person caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in the Services.
- 18 *The Student indemnifies AE, regardless of any negligence on the part of AE, against:*
- (1) all losses incurred by AE;
 - (2) all liabilities incurred by AE; and
 - (3) all costs actually payable by AE to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by AE in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal) arising directly or indirectly as a result of or in connection with the supply of services by AE to the Student unless caused by wilful misconduct on the part of AE or any of its employees or agents acting within the scope of their employment.
- 19 *The Student must pay to AE all liabilities, costs and other expenses referred to in clause 18, whether or not AE has paid or satisfied them.*
- 20 *References in clauses 15 to 19 to “AE” include AE and its officers, employees and agents. AE holds the benefits of the releases, exclusions, undertakings, indemnities and covenants in those clauses for those officers, employees and agents.*

Waiver

- 21 *A failure or delay to exercise a power or right of AE does not operate as a waiver of that power or right. The exercise of a power or right by AE does not preclude either its exercise in the future or the exercise of any other power or right. A waiver of a right or power by AE is not effective unless it is in writing. A waiver of a power or right by AE is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.*

Notices

- 22 *AE may give a notice or other communication connected with these Terms and Conditions to the Student by:*
- (1) sending it by prepaid post to the address of the Student or delivered at the address of the Student; or
 - (2) Sending it to the student’s email address,

in each case as set out in Application Form or as otherwise notified to AE by the Student in writing.



- 23 *A notice or other communication connected with these Terms and Conditions will be treated as given to and received by the Student:*
- (1) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting and if delivered at the time of delivery; and
 - (2) If sent by email before 5.00 pm on a day, on that day and otherwise on the next day

24 *An email will not be taken to have been received if the sender's computer reports that the message has not been delivered.*

Governing law and jurisdiction

25 *The law of Victoria governs these Terms and Conditions.*

26 *The Student submits to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.*

Other rights

27 *The Student Agreement, and the availability and the availability of complaints and appeals processes, does not remove the right of a Student to take action under Australia's consumer protection laws.*

Definitions and interpretation

28 *The following definitions apply to these Terms and Conditions:*

- (1) **Application Form** means each form used by AE to permit prospective Students to apply obtain education and related services from AE and **Application** means such an application;
- (2) **Charges** means amounts payable to AE that are not Fees;
- (3) **Course** means a course comprising education services supplied by AE, and in relation to a Student means a Course in which the Student has enrolled;
- (4) **ESOS Act** means the *Education Services for Overseas Students Act 2000* and the regulations and codes made under it including the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*;
- (5) **Enrolment** means the enrolment of a Student in a course, and **Enrol** and **Enrolled** have the corresponding meanings;
- (6) **Fee Schedule** means the Schedule called "Fees and Charges" set out on the Website, or any replacement schedule of fees and charges issued by AE;
- (7) **Fees** mean fees paid or payable under an Student Agreement or otherwise in relation to a Course;
- (8) **Guardian** means a person who is intended to provide responsibility and support for a Student under the age of 18 while the Student is studying in Australia;
- (9) **Homestay and Homestay Services** means homestay accommodation and related services supplied by a Host arranged by AE



- (10) **Host** means a person who supplies Homestay Services, being the owner or occupier of premises at which Homestay Services are supplied;
- (11) **Immigration Act** means the *Migration Act 1958* and the regulations made under it including the *Migration Regulations 1994*.
- (12) **Immigration Regulator** means the Department of Immigration and Border Protection, or any substitute or additional regulator having responsibilities under the Immigration Act
- (13) **International Student** means a Student who holds a student Visa;;
- (14) **Policies** mean all policies issued by AE including all Policies published on the Website;
- (15) **Procedures** mean procedures issued by AE including all Procedures published on the Website;
- (16) **Refund Policy – International Students** means the refund policy for International Students issued by AE from time to time as published on the Website;
- (17) **Registrar** means the person nominated by AE as its registrar from time to time;
- (18) **Regulators** means the Department of Immigration and Border Protection and the Department of Education, and agencies representing them and the Tuition Protection Service;
- (19) **Services** means the education and related services supplied or to be supplied by AE to a Student under a Student Agreement or otherwise;
- (20) **Student** means a person who enters into a Student Agreement with AE;
- (21) **Student Agreement** means the agreement made between AE and a Student when AE accepts an Application;
- (22) **Visa** means permission granted by the Australian Government for a non-citizen of Australia to travel to and enter Australia and/or to remain in Australia; and
- (23) **Website** means AE’s websites at www.acknowledgeeducation.edu.au, www.melblang.com.au, www.stotts.vic.edu.au, www.frontcookingschool.vic.edu.au and www.acknowledgecreativity.com.au (or such other IP address as adopted by AE for those purposes).



(24)



Document approval

Endorsed by: Board of Directors
Date endorsed: 25/08/2015
Effective date: 25/08/2015
Version number: 1.2
Last amendment date/by:
Review due date:
Related documents:
Responsibilities: Compliance Manager, Registrar, CEO

Document change and review log

Date	Version	By	Notes
03/05/2017	1.2	BS	Change DBA to Ack. Creativity