

ENROLMENT CONTRACT

Australian Wings Academy Pty Ltd



Applicants are required to sign their application form that they have read and consented to the terms and conditions of enrolment at Australian Wings Academy as detailed below. If the applicant is under the age of 18 at the time of application, the application form must also be signed by the applicant's parent (or guardian).

ACRONYMS: DICA Department of Immigration and Cultural Affairs
ELICOS: English Language Intensive Courses for Overseas Students
RPL: Recognition of prior learning
IELTS: International English Language Testing System

1. Course Fees

- a) Before starting the course the student shall pay a course deposit. The balance of the course fee is to be paid in instalments as outlined in the students Letter of Offer. AWA reserves the right to suspend a student from entering any phase of training if an instalment is not paid on time.
- b) i) Course fees are valid at the time of publication however are subject to change. Please confirm your course fee with AWA upon enrolment. Aircraft hire rates are subject to change during your course.
ii) AWA incurs additional costs and fees associated with its Federal Government approval to train overseas students and administration in the delivery of training to overseas students. Consequently, included in our course fees are overseas registration fees to cover these costs. Overseas students are hereby notified that the course fees for Overseas Students are approximately 20% higher than for Australian Citizens. Where the Goods and Services Tax (GST) applies to courses offered, the tax is included in the advertised fee.
iii) Landing charges (for "full stop" landings) and en-route navigation charges are applied by Airservices Australia and access charges are imposed by the local airport operators. These are included in your course.
iv) Fees for Civil Aviation Safety Authority Commercial Pilot Licence theory examinations are included in the course fee.
- c) Fee increases – Australian Wings Academy reserves the right to pass on fee increases either before a student commences a course or at any time during the course. Payment in full of the entire course fee before the start of the course will ensure the course fee is fixed for the course duration (any fuel increases above A\$1.40 and Air Services / Landing Fee increases will be charged to every student when they arise regardless of fee payments already made by a student).

2. Course Hours

The student acknowledges that the course fee quoted and the flying hours therein are based on the Australian Wings Academy syllabus of training. The syllabus slightly exceeds the minimum requirements of the Australian Civil Aviation Safety Authority for the issuance of the various licences/ratings. Any further flying training, briefing time and theory components required by the student to achieve the required standard at each phase of the course will be charged at the Australian Wings Academy retail rate current at the time the extra tuition is undertaken. If additional hours are required to get the student to the required testing standard, the cost of the extra hours and landing charges will be at the student's expense. The course fee is valid for and covers 12 months of tuition only. If a student fails to complete the syllabus within the 12 month period due to unsatisfactory attendance or performance, an additional course fee may be charged equal to the difference between the course fee paid-to-date and the current course fee payable.

3. Discipline

The student undertakes to abide by Australian Wings Academy's Student Code of Practice. In the interests of further enhancing Aviation Safety, the student agrees to co-operate with AWA and the AWA Drug and Alcohol Management Plan and undergo random Drug and Alcohol testing as required by the Academy.

4. Administration Fee

Where a student takes greater than six months than the estimated course duration to complete the course, Australian Wings Academy may charge a fee of \$500 for each subsequent 6 months of enrolment with the Academy. Such fees will be charged on the first day of each six month period.

5. Attendance

According to Australian overseas Student visa regulations, students must maintain full time enrolment in order to continue studying in Australia. After counselling and cautioning, students who continue to have unsatisfactory attendance will be excluded from class and must be reported to the Australian Department of Immigration, which may result in a Visa being cancelled.

6. Refund Policy

- a) Australian Wings Academy agrees to refund all prepaid fees without deduction within two weeks where the student's application for enrolment is refused by the Australian Wings Academy.
- b) Australian Wings Academy agrees to refund all pre-paid course fees without deduction within two weeks where Australian Wings Academy cancels the course or where the commencement of the course is postponed for more than four weeks.
- c) Where the student decides to withdraw from their course before their arrival in Australia, all pre-paid less the course deposit will be refunded within two weeks upon receipt of a written application from the student.
- d) Australian Wings Academy agrees to refund within four weeks all fees paid, less a \$500 administration charge, where the student produces evidence that the application made by the student for a visa was rejected by the Australian Department of Immigration or where the student conducts an aviation medical examination outside of Australia and produces evidence that the aviation medical examination was failed.
- e) Where the student decides to withdraw from a course after arrival in Australia or where the student's enrolment is terminated due to non-attendance, non payment of fees and/or non compliance with the college rules, Australian Wings Academy's policy is as follows:
 - i) 45% of the total course fees is not refundable
 - ii) For amounts paid in excess of 45% of the total course fee, a refund of flying hours paid for but not yet flown at the current published hourly rate for the aircraft types to be flown will be made less:
 - a) A cancellation fee of 20% of balance remaining after all costs have been deducted; and
 - b) An additional cancellation fee equal to 20% of any unpaid portion of the course fee, where applicable.



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7. Conditions and Cancellation of Enrolment

- a) A student is enrolled for the period for which tuition fees have been paid. If tuition fees have not been paid the student's enrolment may be suspended or cancelled.
- b) Australian Wings Academy is required to advise DICA when the student fails to commence a course, withdraws before the course ends or changes the course.
- c) Students need written permission from Australian Wings Academy to defer or suspend their course. In cases where permission is granted, DICA will be advised.
- d) Government regulations do not allow overseas students to transfer to other institutions inside the first year of the course. Where the students are enrolled in an ELICOS program (English language) first and are then commencing with Australian Wings Academy, they are required to complete the ELICOS program and the first year of the formal course at Australian Wings Academy.
- e) The Department of Immigration (DICA) requires that overseas students are enrolled in a full time course during their entire duration of their studies. Students are not permitted under any circumstances to be enrolled in a part time course except with the written permission of DICA.
- f) Overseas students are required to study full time, which involves attendance during a 7 day week and maintain an 80% attendance in all classes. Australian Wings Academy is required to monitor attendance on a fortnightly basis and report to DICA any student whose attendance is not regular. Australian Wings Academy reserves the right to cancel enrolment of a student whose attendance falls below 80%.
- g) Overseas students are required to maintain a satisfactory level of progress in the course in which they are enrolled. Students whose progress is unsatisfactory will have their performance reviewed by the Chief Flying Instructor and Overseas Student Coordinator who will make a recommendation on whether the student's enrolment should be cancelled or whether the student may continue. In cases where the student enrolment is cancelled, DICA will be advised.
- h) Overseas students are required to study full time. Recognition of Prior Learning (RPL) will not be granted when it would result in a student's program being less than full time.
- i) Australian Wings Academy is legally required to report to DICA if an overseas student is granted RPL, which will reduce the length of course in which they are enrolled.
- j) Students are required by DICA to keep Australian Wings Academy informed of their current address. Students who fail to keep Australian Wings Academy informed of their change of address are in breach of this contract and may have their visas cancelled.
- k) Accompanying school aged dependents of overseas students will be required to pay full fees if they are enrolled in a government or non government school.
- l) Overseas students must maintain adequate health cover for themselves and any members of their family unit who are with them during their stay in Australia.
- m) Students are hereby advised that student details may be provided to Australian Commonwealth or State Agencies.

8. Information About the Academy

- a) The Australian Wings Academy only accepts responsibility for information given to overseas students that is provided in the Course Information for Overseas Students training as Pilots at Australian Wings Academy: by Australian Wings Academy personnel or by accredited overseas agents.
- b) The Australian Wings Academy does not accept liability for information provided by sources other than those outlined above.

9. Accommodation

Accommodation is not included in the course fee, but is available as an additional service.

10. Complaints

The Australian Wings Academy has an independent grievance procedure which provides for prompt resolution of any grievances. Students will be provided with this procedure at orientation. Beyond this grievance procedure, all students have a right to pursue further action through the Australian legal system.

11. This agreement does not remove the right to take further action under Australia's consumer protection laws or to pursue other legal remedies.

I declare that the information I have provided is true and correct, that I have read and understood the Australian Wings Academy Course Information for Students and the Code of Practice and agree to be bound by the Terms and Conditions of enrolment of Australian Wings Academy which I have also read and understood.

Student Name: _____

Signed by the Student: _____
 Signed on behalf of Australian Wings Academy _____

Date: _____ Date: _____

Signed by Witness: _____
 Signed by Witness: _____

Date: _____ Date: _____

