



ENROLMENT CONTRACT

This contract is between Australian Wings Academy Pty Ltd (AWA) and "the Student" whose name and signature appear on the last page.

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

Course Fees

The course fee is valid only for the course start date stipulated in the Letter of Offer. Should the Student wish to change to a later course start date then a different course fee may apply.

The AWA course fee stated in the Letter of Offer includes all flight hours, instructor hours, briefing hours, ground school, theory exams, flight tests, pilot supplies and landing/air services charges as stipulated in the syllabus of training for the course.

Some changes may not be included in the course fee including accommodation; meals; Overseas Student Medical insurance premium; CASA Class 1 Medical fee; Student Visa fees; travel costs to and from Australia; personal expenses and any other expense not included in the syllabus of training for the course.

Where the Goods and Services Tax (GST) applies to courses offered, the tax is included in the course fee outlined in the Letter of Offer.

Before starting the course the student shall pay a course deposit as outlined in the Letter of Offer. The course holding deposit is fully refundable if AWA cancels the course. The course holding deposit is refundable, less the administration fee stated in the Letter of Offer, if the student does not pass the Class 1 Medical or does not receive an Australian Student Visa. The course holding deposit is not refundable if the student withdraws from the course under any circumstance.

The student will be required to pay additional course fees in each of the following situations:

- If the Student requires more than the syllabus hours, in the opinion of the Chief flight Instructor, to reach the standard to complete any stage of the course. The course stages are GFPT, PPL, CPL, IMEE and MECIR.
- If the Student requires any remedial training at any stage during the course, in the opinion of the Chief Flight Instructor
- If the student is required to repeat a flight test or theory exam
- If the Student requires additional theory or briefing tuition time, in addition to the amount set in the syllabus, at any time during the course
- If the Student fails to complete the syllabus of training within the period stated in the Letter of Offer due to unsatisfactory attendance or performance
- If there are price rises during the course for Aviation Fuel; Air Services & Landing Charges; CASA Exam and test fees; and CASA licence and security fees;

Fee Payment Rules

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 Letter of Offer provided to the Student.

Additional fees are due for payment by the Student within 14 days of the invoice issue date

AWA reserves the right to suspend a student from entering any phase of training if any fee payment is not received on time. This may result in the student being back coursed; this may result in a delay of up to 2 months before the student can resume training.

Course Hours

The Student acknowledges that the course fee and the flying hours stated in the Letter of Offer 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 and ratings. The flying hours will vary for students from different countries.

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.

Administration Fee

An Administration Fee is included in the Course Fee.

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, any student who continues 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.

Refund Policy

Australian Wings Academy agrees to refund all prepaid fees without deduction within 30 days where the student's application for enrolment is refused by the Australian Wings Academy.

Australian Wings Academy agrees to refund all pre-paid course fees without deduction within 30 days where Australian Wings Academy cancels the course or where the commencement of the course is postponed for more than four weeks.

Where the student decides to withdraw from their course more than 30 days before their arrival in Australia, all pre-paid fees less an Administration Fee will be refunded within 30 days upon receipt of a written application from the student.

Australian Wings Academy agrees to refund prepaid fees less an 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.

Where the student decides to withdraw from a course after arrival in Australia no refund of prepaid course fees will be made by Australian Wings Academy.

- a) 45% of the total course fees is not refundable
- b) For amounts paid in excess of 45% of the total course fee, the unused balance less a 20% cancellation fee will be refunded.





Conditions and Cancellation of Enrolment

The 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.

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.

The student needs written permission from Australian Wings Academy to defer or suspend their course. In cases where permission is granted, DICA will be advised.

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.

The Department of Immigration (DICA) requires that overseas students are enrolled in a full time course during their entire duration of their studies. The Student is not permitted under any circumstances to be enrolled in a part time course except with the written permission of DICA.

The Student (if an overseas student) is 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%.

The Student (if an overseas student) is required to maintain a satisfactory level of progress in the course in which enrolled. The Student 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.

The Student (if an overseas student) is 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.

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.

The Student is required by DICA to keep Australian Wings Academy informed of their current address. If the Student fails to keep Australian Wings Academy informed of their change of address, they are in breach of this contract and may have their visa cancelled.

Accompanying school aged dependents of the Student (if an overseas student) will be required to pay full fees if they are enrolled in a government or non government school.

The Student (if an overseas student) must maintain adequate health cover for themselves and any members of their family unit who are with them during their stay in Australia.

The Student is hereby advised that student details may be provided to Australian Commonwealth or State Agencies.

Information about the Academy

The Australian Wings Academy only accepts responsibility for information given to the Student that is provided by Australian Wings Academy; by Australian Wings Academy personnel or by accredited overseas agents. In the Course Information for Overseas Students training as Pilots at Australian Wings Academy: by Australian Wings Academy personnel or by accredited overseas agents.

The Australian Wings Academy does not accept liability for information provided by sources other than accredited agents.

Accommodation

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

Complaints

The Australian Wings Academy has an independent grievance procedure. This provides for prompt resolution of any grievances. The Student 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.

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

Student Declaration

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 by the Witness: _____ Date: _____

Signed on behalf of Australian Wings Academy: _____

Signed by Witness: _____ Date: _____

