



Enrolment Contract

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

1. General Information

Information about the School:

- a. AWA accepts responsibility for information given to overseas students that is provided in the International Student's Handbook, and the AWA web site,
 - By AWA personnel
 - By accredited overseas agents of AWA.
- b. AWA does not accept any liability for information provided by any other sources.
- c. 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 the course fees for overseas students are higher than for Australian citizens.

2. Australian Wings Academy (AWA)

Under this agreement AWA will:

- a. Not give false or misleading information on the courses, associations between AWA and other providers, employment outcomes associated with a course, automatic acceptance into another course, possible migration outcomes.
- b. Provide the course content, materials and resources required to facilitate the student to complete their training within the specified time. Please note that the course may take longer than quoted due to occurrences outside our control such as weather. AWA will not extend the duration of the students study beyond the specified CoE except under the following circumstances:
 - Compassionate or compelling circumstances where a verified illness has prevented the student attending the school for a significant length of time, or if AWA is not able to offer the student a part of their training.
 - An intervention strategy was implemented for a student at risk of not completing some part of their training.
 - An approved deferment or suspension of study has been granted.
- c. Recruit suitably qualified training staff.
- d. Not knowingly enrol a student wishing to transfer from another inter-state provider within the first 6 months of the students principle course except under the conditions laid out in Standard 7.1
- e. Recognise that customers who train and study at the school have the right to have their grievances dealt with in a fair, just and prompt manner based on a policy and procedure that is accessible, effective and easily understood. AWA has an independent grievance procedure that 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. This policy has been agreed to and ratified by the CEO of Australian Wings Academy on the 27th February 2015.

3. Agreement with the Student

Under this agreement the student undertakes to abide by the conditions set down in the International Students Handbook and to work diligently to complete and pass the course.





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4. Tuition Fees

The course fee covers:

- All flights
- Instructor time
- Pre and post flight briefings
- Ground school for all theory training
- Examination fees for internal and external exams
- All pilot supplies including books, maps, chart, headset, uniform etc.
- Air services and airport charges

Note:

- Tuition fees are current at the time of printing. Please contact Australian Wings Academy to confirm that these are still valid.
- The course may take longer than quoted due to occurrences outside our control such as weather and where the student requires additional training to meet the standard. CASA and AirServices charges and fuel costs are also subject to increases.
- Tuition fees include the cost of one exam attempt (for each exam) and one flight test attempt (for each flight test). Second and subsequent attempts are an additional student expense, calculated at the same rate as the initial attempt.

Additional Fees

- A Class 1 Medical Certificate
- An Aviation Security Identity Card

Should a student require a replacement testamur due student loss or destruction this will be issued at a fee of \$25. Should the testamur need reissuing due to the fault of the school, this will be provided at no fee.

Extra costs

All are not classified as course fees and these are referred to as "Living Costs"

- Accommodation
- Meals
- Transport
- Spending money

Fee Payment Arrangements

A typical schedule of payments follows:

Course	Study Period	Payment Due Date	Week Number	Amount
Commercial Pilot Licence (CPL)	Deposit	When Offer accepted	N/A	AUD\$5,000
Commercial Pilot Licence (CPL)	Phase 1	At start of course	1	AUD\$19,250
Commercial Pilot Licence (CPL)	PPL phase	During PPL Phase	6	AUD\$19,250
Commercial Pilot Licence (CPL)	CPL Theory	1 week before end of PPL	12	AUD\$19,250
Commercial Pilot Licence (CPL)	CPL Flying	1 week before end of CPL Theory	18	AUD\$22,250
Instrument Rating (MECIR)	MECIR	1 week before start of course	51	AUD\$33,000





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AVI50415 Diploma of Aviation (Instrument Rating)

Course fees are to be paid prior to course commencement.

Course	Study Period	Payment Due Date	Week Number	Amount
Instrument Rating	Diploma	1 week before start of course	51	AUD\$33,000

Tuition fees are valid at the time of publication but are subject to change. However as every student has different learning abilities, skills and commitment the fees shown are an estimate based on 200 flight hours and students who require more hours to reach the standard or who require repeat lessons will pay extra for the extra training.

Payments for fees not received on or before the due date (agreed date) will cause AWA to “stop training”. The student will not be permitted to undergo further training until the fees are paid. This has broader implications as the student may now miss classes and group activities such that when the money does arrive it is no longer possible or feasible to progress the student with his or her peer group. This may in turn threaten the students ability to complete the course within the specified study period.

Tuition fees include the cost of one exam attempt (for each exam) and one flight test attempt (for each flight test). Second and subsequent attempts and remedial training are an additional student expense.

5. Refund Policy

Refund due to Provider Default

- In accordance with subsection 46D(6) of the Act, if the provider cancels the course or is unable to provide the course prior to the course commencement date, a full refund will be given within four weeks of a written request for refund from the student. If the provider cancels the course or is unable to continue providing the course after the course commencement date, a full refund of all unused fees will be given within four weeks of a written request for refund from the student.

Refund due to visa refusal

- Where a student decides to withdraw from a course prior to the commencement of the course due to visa refusal, or refusal was a reason for the student’s failure to start the course on, or withdrawal from the course on or before, the agreed starting day and Section 8 does not apply, the amount of a refund, in accordance with section 47E of the Act is the amount of the course fees, minus the lesser of the following amounts:
 - 5% of the amount of course fees received by the provider in respect of the student before the default day;
 - \$500
 The refund will be paid within four weeks of a written request for refund from the student.

Refund in event of other student default

- Where the student withdraws by choice, or is withdrawn from the course through non-attendance, inability to proceed, non-compliance with rules etc, and sections 8 and 9 of the National Code do not apply, all unused tuition fees will be refunded within four weeks of a written request for refund from the student.

6. Fees Paid In Advance

Fees paid in advance are protected by:

- Being kept in a separate, secure account with a recognized banking institution;
- Being accessed only when the service is rendered;
- Not used for any other purpose until completion of the subject relating to the use of the fees.





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7. Attendance

According to Australian Overseas Student Visa regulations, students must maintain full time enrolment in order to continue studying in Australia.

Your attendance is recorded every day, and must meet certain minimum attendance requirements. Overseas students are required to meet a set attendance levels as outlined in your visa requirements, this includes achieving satisfactory attendance which at a minimum requires attending at least 80% of the scheduled course contact hours. If these requirements are not met Australian Wings Academy is required by law to inform the Department of Immigration and Border Protection - DIBP.

Where attendance level falls below 80% and a medical certificate is not provided and hours cannot be made up before course completion you will be notified in writing of Australian Wings Academy's intention to report your unsatisfactory attendance to DIBP.

8. Conditions

Conditions and Cancellation of Enrolment:

- a. A student is enrolled for the period for which the tuition fees have been paid. If tuition fees have not been paid, the student's enrolment may be suspended or cancelled.
- b. AWA is required to advise DIBP when a student fails to commence a course, withdraws before the course ends or changes the course.
- c. Students need written permission from AWA to defer or suspend their course. Suspension of courses will only be granted under very limited conditions that are beyond the control of the student. In cases where permission is granted, DIBP will be advised.
- d. A student may have his or her enrolment suspended or cancelled as a result of unsatisfactory academic progress, unsatisfactory attendance, academic misconduct or misbehaviour by the student in breach of the Code of Conduct
- e. Government regulations do not allow students to transfer to other institutions within the first six months of the course. Where the students are enrolled in an ELICOS course first and are then enrolling with AWA, they are required to complete the ELICOS program and the first six months of the formal course with AWA.
- f. DIBP requires that all overseas students are enrolled in a full time course during their entire duration of studies and maintain 80% attendance. Students cannot be enrolled in a part time course without DIBP's written permission. AWA reserves the right to cancel enrolment of a student whose attendance falls below 80%. RPL (Recognition of Prior Learning) will not be granted when it would result in a student's program being less than full time. AWA is legally required to report to DIBP if an overseas student is granted an RPL, which will reduce the length of the course in which they are enrolled.
- 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 General Manager, who will make a recommendation on whether the student's enrolment should be cancelled. DIBP will be advised.
- h. Students are required by DIBP to keep AWA informed of their current address.
- i. Overseas students must maintain adequate health cover for themselves and any members of their family unit who are with them for the entire duration of their stay in Australia.





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- j. AWA is required to provide personal information to external agencies or organisations including the Australian Government and designated authorities and licensing bodies in order to provide specific services and as required by law. This may include sharing information with the Department of Immigration and Border Protection (DIBP), Tuition Protection Service (TAS); Department of Education and Training (DET) and the Civil Aviation Safety Authority. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition.

9. This Agreement

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

Acronyms:

DIBP	Department of Immigration and Border Protection
ELICOS	English Language Intensive Courses for Overseas Students
RPL	Recognition of Prior Learning

10. Declaration:

I declare that the information I have provided is true and correct, that I have read and understood the Australian Wings Academy Offer Letter and International Students Handbook and agree to be bound by the Terms and Conditions of Enrolment which I have also read and understood.

Course Name:

- AVI50215 Diploma of Aviation (Commercial Pilot Licence - Aeroplane)
- AVI50415 Diploma of Aviation (Instrument Rating)

Course Start Date

Course End Date

Student Name

Signed by the Student

Date

Signed by the Witness

