

## **TERMS AND CONDITIONS OF TRADING**

### **A**

Payment for all fees should be in Australian Dollars by cash, credit card, direct deposit or cheque made payable to JMC Academy.

### **B**

Upon receipt of completed Enrolment Form, the student's place will be secured in the course. This is subject to the student abiding to the conditions outlined below.

### **C**

Unless applying for FEE-HELP, fees for courses must be paid in full,

4 weeks prior to the scheduled course (trimester) commencement.

### **D**

All trimester fees must be paid or a FEE-HELP request form submitted prior to commencement with the JMC Academy.

### **E**

If written notice of student withdrawal (cancellation of enrolment or deferment) is received 14 days before course commencement, course fees will be refunded in full, minus a withdrawal fee of 5% of the total course fees for that trimester. Enrolment deposit will not be refundable. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, there will be a 5% withdrawal fee of the total course fees for that trimester levied.

### **F**

If written notice is received of student withdrawal or deferment after enrolment and prior to or on the Census date, students paying up-front fees to JMC Academy will be liable for a withdrawal fee of 10% of the total course fees for that trimester and the balance of fees paid for units not commenced will be refunded. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, there will be a 10% withdrawal fee of the total course fees for that trimester levied. Enrolment deposit will not be refundable.

### **G**

Withdrawal or deferment after enrolment and after the Census date will result in no refund of the relevant trimester's fees, unless special circumstances apply. A FEE-HELP debt will be incurred for all enrolled units of study and deferment is not permitted after the Census date in either trimester. Enrolment deposit will not be refundable

### **H**

Course fees are not transferable between JMC Academy courses or between JMC Academy and other institutions.

### **I**

Should enrolments within a unit of study fall under the minimum required to be able to deliver the unit, the JMC Academy reserves the right to alter a student's study program which may affect the overall duration of the course. Any changes will be in consultation with the student and will have no impact to the student's overall course fees.

## **J**

In the event of JMC Academy cancelling a course, all fees paid in advance will be refunded, from the date of cancellation.

## **K**

Students are required to abide by the rules, policies and Terms and Condition of Entry set by JMC Academy and listed in the student handbook. If a student's conduct is deemed unsuitable, JMC Academy reserves the right to expel the student. All fees are due at the time of expulsion.

## **L**

JMC Academy reserves the right to update, modify or make appropriate changes to the curriculum and/or course schedule.

## **M**

The student acknowledges that whilst using or borrowing JMC Academy property they are responsible for ensuring that damage or loss does not occur as a direct result of a failure to exercise reasonable care in the use of property. In the event that JMC Academy property is damaged or stolen whilst under the students care, the student agrees to pay within (30) days, all costs relevant to replacing or repairing such property.

## **N**

Any course cancellations made by students are accepted by JMC Academy in writing only. Non-attendance of classes does not constitute cancellation of the course. All course costs are still payable to JMC Academy in the event of a student deferring or cancelling his/her enrolment.

## **O**

Should there be any default in the above payment terms, all monies owing to JMC Academy shall become immediately due and payable. Students who default will be excluded from the class.

## **P**

All expenses, costs or disbursements incurred in recovering any outstanding monies including debt collection fees, solicitor's fees and all legal costs will be paid by the student.

## **Q**

Students provide the JMC Academy with the authority to verify the authenticity of academic and professional qualifications if required.

## **R**

The student acknowledges that JMC Academy is entitled to presume that any person purporting to have the authority to bind the student to a contract for the supply of services from JMC Academy has the authority they claim.

## **S**

These Terms and Conditions of Trading are additional to any other terms communicated in respect of the sale and supply of services and where they are in conflict, these Terms and Conditions of Trading shall prevail.

## **T**

This agreement does not remove the right to take further action under Australia's consumer protection laws. A dispute or action in relation to these Terms and Conditions of Trading shall be subject to the absolute jurisdiction of the laws in the state that the contract was signed.

The student is able to pursue other legal remedies.

## **U**

These Terms and Conditions of Trading shall be binding upon the student its successors, executors, administrators and permitted assigns and shall inure to the benefit of JMC Academy, its successors and assigns.

## **V**

Students MUST attend 80% of all classes to pass. Failure to attend an exam or failure of an exam due to an attendance of less than 80% results in a re-examination fee. Failure of a unit will require a repeat, additional cost to be incurred by the student. Certification will be delayed.

## **W**

JMC Academy reserves the right to utilise student works for Marketing and Promotional purposes.

## **X**

Students will notify the JMC Academy of changes to contact details.