

Professional Year Terms and Conditions

These Terms and Conditions (“Terms”) govern Engineering Education Australia (“EEA”) and each applicant (“You”) that has applied for the Professional Year Program (“PYP”). Please read the Terms carefully as they contain important information. You acknowledge that You have read and agree to be bound by these Terms upon submitting your application to EEA.

Applications

- 1.1 Your application is subject to acceptance by EEA of which acceptance will be acknowledged (in writing) after EEA has received your fully completed application, the fee related to your application and all required supporting documents. EEA may in its absolute discretion refuse to accept your application.
- 1.2 The fee for the program is correct at the time of publication. EEA reserves the right to change the fee at any time but changes will not affect applications which have already been confirmed in writing by EEA.

Terms of Payment

- 1.3 You can make payment by EFT, BPay, credit card (merchant fees apply) or bank cheque. Receipts for payment are provided from EEA in electronic format.
- 1.4 You are aware that full payment or one instalment of the program fee is expected prior to commencement of said program unless prior arrangements have been made.
- 1.5 Should You have selected the payment plan option of three instalments, please note the due dates of each instalment. Failure to make payment by such date could result in you being suspended from the program until such time that payment has been received.
- 1.6 Should You wish to change your payment method after already receiving an invoice, You will incur a \$75 administration fee on top of the program fees and this administration fee will show up on your new invoice.

Withdrawals

- 1.7 Notification of a withdrawal from the PYP must be made in writing and an EEA withdrawal form must be completed with all relevant information included. Any phone calls, email or letters advising of a withdrawal will not be accepted.
- 1.8 Should You withdraw prior to commencing the PYP, you will be eligible to receive a refund of any fees You have paid less an administration fee as outlined in the application.
- 1.9 Should You withdraw the day of or after your commencement date, You will forfeit all fees paid to date. Any outstanding Fees that are owed to EEA You are liable for unless advised otherwise by EEA.

Discontinue

- 1.10 It will be considered a fail from the program if you:
 - Fail to show up to class with no reason or supporting documents
 - Fail to show up to your internship or

- Any other reason deemed as unreasonable behaviour by either EEA or Your provider
- 1.11 Should you be failed from the PYP for any reason, you will not receive a refund for any fees You have paid to date and You will be liable for any unpaid fees still outstanding.

Deferrals and Transfers

- 1.12 Should You wish to defer your PYP or wish to transfer, you will need to send through a deferral or transfer form for approval to EEA along with supporting evidence.
- 1.13 Deferrals and Transfers are approved on the basis of your reason to defer and also the availability of upcoming cohorts as new applicants will take precedence.
- 1.14 If your transfer is approved and you chose to pay in instalments, your due dates of those instalments will remain the same.
- 1.15 Deferral and transfer requests can be declined at EEA's discretion.

Participant's rights and obligation in the Program

- 1.16 EEA reserves the right, without any liability, to refuse admission, or to eject you from the program, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of EEA You represent a security risk, nuisance or annoyance to the running of the program.
- 1.17 You agree to comply with all reasonable instructions issued by EEA or the Provider.

General

- 1.18 EEA reserves the right to amend these Terms from time to time and You will be subject to the Terms in force at the time EEA confirms your application for the Program.
- 1.19 The failure, delay, relaxation or indulgence on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power right or remedy.
- 1.20 If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant Term is to be read down and shall otherwise be capable of being severed the extent of the invalidity or unenforceability without effecting the remaining provisions of these Terms.
- 1.21 These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the court of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

Privacy Statement

EEA is committed to protecting Your privacy and the confidentiality and the security of personal information provided by You. The personal information you provide is necessary to process your application which may include updating your record and profile information. We may use your personal information to contact you to conduct analysis or market research to identify the ongoing needs of applicants and the program itself. You have the right to correct any information we hold about you through written communications.