

VDIM20810 Agreement between Virtu Design Institute Pty Limited trading as Virtu Institute and the Student

– TERMS & CONDITIONS

Virtu Design Institute Pty Limited trading as Virtu Institute – ACN 154 273 757 – RTO ID 40530



- 1 These terms and conditions constitute the agreement between you and Virtu Design Institute Pty Ltd (ACN 154 273 757) trading as Virtu Institute ("Virtu") for the provision of your course (the "Agreement").
- 2 By submitting this Enrolment Form including confirming the terms and conditions, you accept this Agreement. The date you confirm this Enrolment Form is the Agreement Date.
- 3 By accepting this Agreement you:
 - 3.1 Agree to comply with the Virtu Policies and Procedures as published on the Virtu website. (See www.virtuinstitute.edu.au),
 - 3.2 Confirm that you fulfil all entry requirements and have the required equipment, as specified on the Virtu website, for the course in which you are enrolling, and
 - 3.3 Agree to pay all requisite fees associated with your course ("Course Fee") as described on the Course Fees & Refunds page of the Virtu website. (See www.virtuinstitute.edu.au).
- 4 Upon receipt of the Course Fee, Virtu agrees to:
 - 4.1 Process your enrolment application,
 - 4.2 Conduct enrolment interviews with you to determine your suitability for your chosen course,
 - 4.3 Refund your fees in a timely manner should you be deemed to be unsuitable for enrolment and on confirming your enrolment,
 - 4.4 Supply you with initial course materials for your current subject/s,
 - 4.5 Provide you with access to the online student portal,
 - 4.6 Provide you with access to learning and administrative support,
 - 4.7 Grade your assessments, and
 - 4.8 Meet the cost of all return postage to you (if applicable), until the expiry of your course.
- 5 The Course Fee does not include:
 - 5.1 Postage of any assessments or other materials by you to Virtu; or
 - 5.2 Any materials, software programs and equipment required for your course. (See www.virtuinstitute.edu.au/studying-at-virtu/ for details of these requirements).

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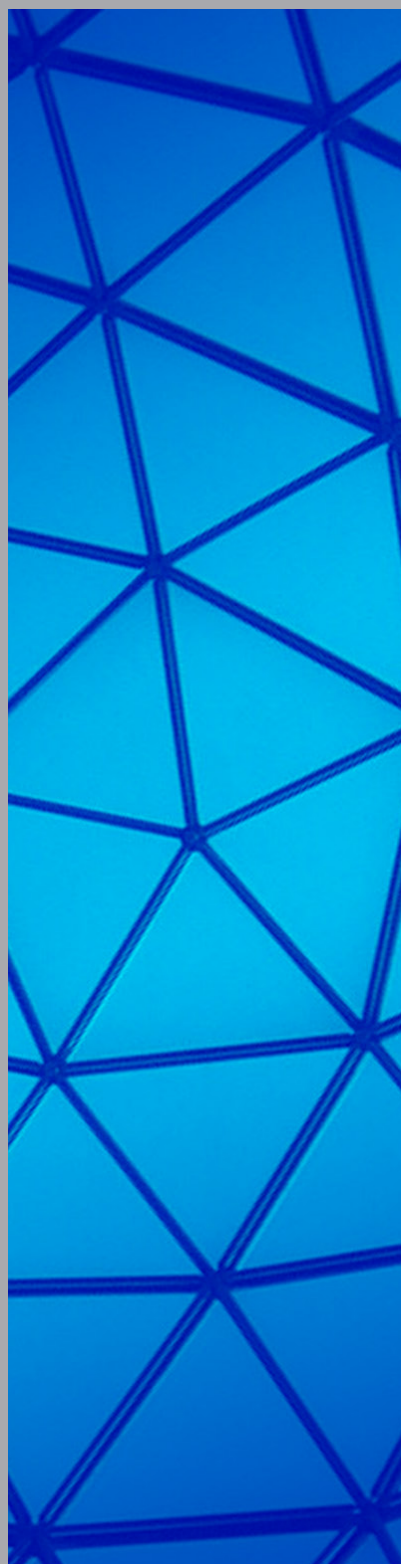


- 6 On successful completion of all assessments and the full payment of the Course Fee, Virtu will issue you appropriate certification for your relevant Certificate, Diploma or Advanced Diploma. If you do not complete the course, a Statement of Attainment will be issued for completed units in which you were deemed competent.
- 7 Virtu may make changes to your course, course materials and the Virtu Policies and Procedures as reasonably required. Virtu may also make reasonable changes to the Schedule of Fees. Virtu undertakes to allow students to complete any course they have begun at the same course fees that applied when they commenced study up to a maximum period of three calendar years from commencement.
- 8 Students who pay their own Course (Tuition) Fees and/or VET Student Loans Course (Tuition) Fee GAP will be invoiced for those fees in Week 1 of each term of study, and must:
 - 8.1 Complete a Credit Card Authorisation on application;
 - 8.2 Give consent to Virtu to debit payments from your account on the due date; or
 - 8.3 Pay all such payments on or before the due date.
- 9 If any payment fails to be paid by the due date you will be required to pay any applicable administrative fees outlined in the Schedule of Administrative Fees.
- 10 If any part of the Course Fee fails to be paid by the due date, Virtu reserves the right to:
 - 10.1 Withhold provision of course materials;
 - 10.2 Restrict access to the online student portal;
 - 10.3 Withhold grading of assessments; and
 - 10.4 Notify relevant credit agencies of your default.
- 11 The course material that Virtu provides to you shall become your property. However, the content of the course materials, including copyright and all other such intellectual property rights contained therein, remain the property of Virtu or a nominated third party. You may not reproduce any part of the course materials without the prior written consent of Virtu.
- 12 The maximum duration of your subjects is specified on the Virtu website. In the event that you do not complete the subject within the maximum duration, your enrolment will expire without refund. If you wish to extend your subject beyond the Subject

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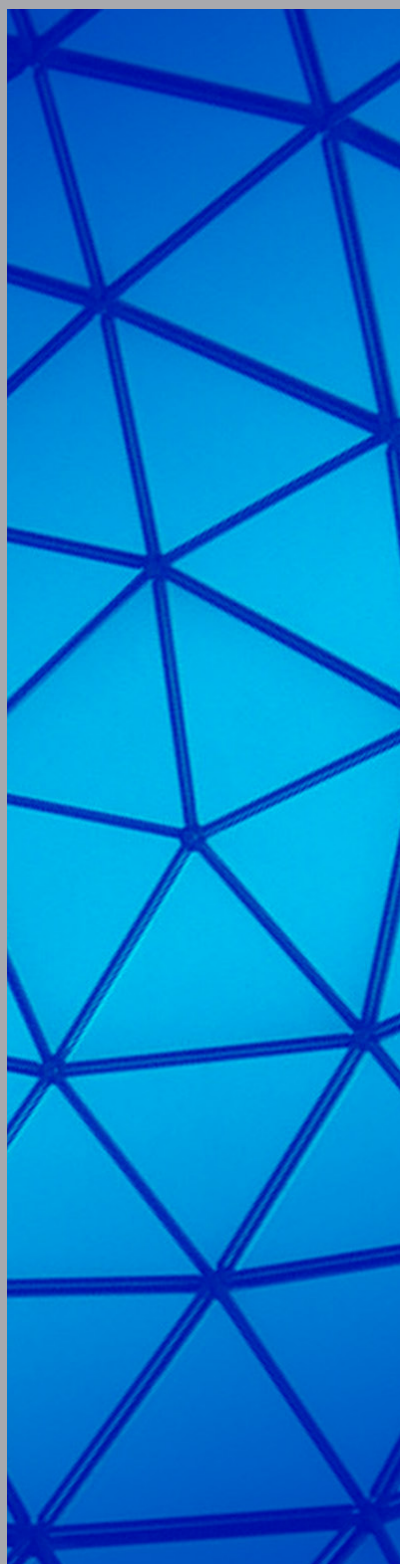
Completion Date, you must:

- 12.1 Have paid all course/subject fees,
 - 12.2 Submit a Subject Extension Request Form to Virtu prior to the Subject Completion date; and
 - 12.3 Pay an additional fee as outlined in the Schedule of Administrative Fees. A maximum extension of three (3) months will be granted. Please note extensions are subject to availability and Virtu retains the right to refuse an extension at its absolute discretion.
- 13 If you wish to terminate your studies before the completion of your subject, you must notify Virtu in writing ("Withdrawal Request Form"). A refund of the Subject Fee, less the applicable administrative fees as outlined in the Schedule of Administrative Fees, will only be issued if Virtu receives the Withdrawal Request prior to the census date applicable to your enrolment in any specific subject..
 - 14 If you fail to notify Virtu of your Withdrawal Request prior to the Census Date, you will be liable to pay the Subject Fee to Virtu in full.
 - 15 If you suffer from a medical condition that directly impacts on your ability to undertake your studies, you will need to complete a Subject/Course Deferment Request Form. Your enrolment may be suspended for a period of no more than three (3) months, thereby extending the maximum duration of your subject/course. No refund of Subject Fees will apply and you will still be liable for all payments due under this Agreement.
 - 16 If you wish to transfer to another subject or course offered by Virtu:
 - 16.1 You will be required to submit a Subject/Course Transfer Request Form prior to the commencement of the Subject/Course. The form must be submitted in writing within:
 - 16.2 Five days (5) for a subject, and
 - 16.3 Three (3) months for a course of the commencement of your subject/course;
 - 16.4 Virtu reserves the right to refuse a Subject/Course Transfer Request. If your Subject/Course Transfer Request is successful you will be required to pay a Transfer Fee as outlined in the Schedule of Administrative Fees;
 - 16.5 If the new subject/course is of greater value than your current subject/course, then you will need to pay the additional Course Fees to the value of the new Subject/Course;

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- 16.6 If the new Subject/Course is of lesser value than your current Subject/Course, then:
- 16.6.1 You will need to continue to pay your current Course Fee; and
 - 16.6.2 You may use the difference between the current Course Fee and new Course Fee towards a future Subject/Course with Virtu. Any such future Subject/Course must be commenced within the original subject(s) duration;
- 16.7 Only one Course transfer is permitted; and
- 16.8 Please note that Course Fees will not be refunded as a result of a course transfer.
- 17 If your course contains a mandatory Internship/Work Placement:
- 17.1 It is your responsibility to find a host organization and complete the Internship/Work Placement component of your course. Virtu will assess the suitability of any such workplace you have identified; and
 - 17.2 Virtu will make reasonable efforts to organise for assessment to be conducted in your approved workplace;
- 18 It is your responsibility to inform Virtu in writing within seven (7) days of any corrections or changes to your personal details including name, address, phone numbers, payment options and banking details.
- 19 This Agreement will be governed by the laws of New South Wales, Australia. All complaints and appeals will be dealt with in accordance with Virtu's complaint and appeals process.
- 20 By accepting this Agreement you are giving your consent to Virtu undertaking a credit check on you.