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TRADING TERMS AND CONDITIONS FOR TRINITY COLLEGE COLAC INC.

1. PARTIES:

The Supplier: Trinity College Colac Inc.

The Customer:

2. DEFINITIONS

- 2.1 The Supplier is Trinity College Colac Inc of 119 Hart Street, Colac, Victoria 3250.
- 2.2 The School is the Supplier's building, located at 119 Hart Street, Colac, Victoria 3250, which houses the educational institution which provides the Services to the Student.
- 2.3 The Student is the person that the Service is provided for.
- 2.4 The Customer is the Student or any person acting on behalf of and/or with the authority of the Student that the Service is provided for, including parents and legal guardians of the Student.
- 2.5 The Services are all the education services provided by the Supplier, including any tuition.
- 2.6 The Enrolment is the process of registration of the Customer, including the completion of the Enrolment Application form, before the provision of Services by the Supplier.
- 2.7 The Fee is the school fees, or amount invoiced for the Services provided in accordance with the Supplier's Fee Arrangements-2011 document, including but not limited to college tuition, administration, subject levies and building interest levies.
- 2.8 Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.9 Invoices include invoices for the Services provided.

3 GENERAL

- 3.1 These Terms and Conditions together with the Supplier's Enrolment Application Form Change of Fee Paying Arrangements Form, and Fee Arrangements -2011 form this Agreement.
- 3.2 Any request by the Customer is deemed to be a request incorporating these Terms and Conditions notwithstanding any inconsistencies, which may be introduced by the Customer request or acceptance unless expressly agreed to by the Supplier in writing.
- 3.3 No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
- 3.4 The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 3.5 In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 3.6 Where more than one Customer completes this Agreement each shall be liable jointly and severally.
- 3.7 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 3.8 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
- 3.9 The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.
- 3.10 The Customer acknowledges that the Supplier may use these Terms and Conditions on its website and that it may provide notice to the Customer of any amendments. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the

Customer is deemed to have notice of any such Terms and Conditions and/or amendments.

4 ENROLMENT APPLICATION

- 4.1 Enrolments applications lodged by the Customer with the Supplier will be considered valid when lodging the application online, verbally or in writing.
- 4.2 All Fees are based on taxes and statutory charges current at the time of the enrolment. Should these vary during the period from the date of the enrolment to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.

5 FEES AND PAYMENT OPTIONS

- 5.1 At the Supplier's sole discretion the Fees shall be as detailed in the Fee Arrangements – 2011
- 5.2 The Supplier reserves the right to change the Fees in the event of a variation to the enrolment provided that notice in writing is provided by the Supplier within a reasonable time.

6 PROVISION OF SERVICES

- 6.1 The Supplier reserves their right to decline requests for any Services requested by the Customer.
- 6.2 Subject to otherwise complying with its obligations under this Agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Customer's expectations of those Services.
- 6.3 In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Services provided.
- 6.4 Nothing in the above clause shall effect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.

7 GOODS AND SERVICES TAX

- 7.1 GST refers to Goods and Services tax under the *Goods and Services Act 1999* ("*GST Act*") and terms used herein have the meanings contained within the *GST Act*.
- 7.2 It is hereby agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this Agreement is exclusive of the Supplier's liability of GST.
- 7.3 On payment:
- 7.3.1 The Customer will pay to the Supplier, in addition to the total Fees, the amount payable by the Supplier of GST on the taxable supply made by the Supplier under this Agreement;
- 7.3.2 The Supplier shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the *GST Act* and Regulations.

8 DISHONOUR OF CHEQUE

- 8.1 If any cheque issued by the Customer or by any third party in payment of the Fees is dishonoured:
- 8.1.1 The Supplier may refuse to supply any further Goods and/or Services until satisfactory payment is received in full, including bank fees and charges;
- 8.1.2 The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.
- 8.1.3 The Customer may be liable for a dishonoured cheque fee of \$40.00.

9 DEFAULT

- 9.1 Invoices issued by the Supplier shall be due and payable, weekly, fortnightly or monthly, ("*Default Date*") depending on terms agreed to with the Customer pursuant the completed Fee Information Sheet.
- 9.2 Without prejudice to any other rights of the Supplier, the Customer may be charged account keeping fees of \$30.00 monthly on any payment in arrears.

- 9.3 If the Supplier does not receive the Outstanding Balance for the Services on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
- 9.3.1 After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
- 9.3.2 In the event of the Customer being in default of the obligation to pay and the overdue account is then referred to a debt collection agency, or law firm for collection the commission payable where the collection agency charges commission on a contingency basis shall be calculated as if the agency has achieved one hundred percent (100%) recovery and shall be added to the debt and the legal costs, whether incurred directly or by the agency shall be calculated on the indemnity basis and added to and form part of the debt and the total shall be treated as a liquidated demand.
- 9.4 The Supplier will not issue Qualifications to the Student until the outstanding balance has been paid.
- 9.5 Failure to pay the Fees will lead to exclusion of the Student from the School.

10 RISK AND LIABILITY

- 10.1 The Customer will ensure when filling in the Enrolment Application Form, that there is sufficient information to enable the Supplier to execute the required Services for the Student.
- 10.2 The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Student and that the Supplier relies upon the integrity of the information supplied to it.

11 TERMINATION AND CANCELLATION

Cancellation by Supplier

- 11.1 The Supplier may cancel any Application to which these Terms and Conditions apply by giving written notice to the Customer. On giving such notice the Supplier shall, at its own discretion, repay to the Customer any sums paid in respect of the Fees. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.

11.2 Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of the Services which remains unfulfilled and all amounts owing to the Supplier shall, become immediately payable in the event that:

11.2.1 Any money payable to the Supplier becomes overdue and after a request for payment in writing has been made; or

11.2.2 The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

11.2.3 A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer or any judgment is taken out against the Customer and remains unpaid for more than seven (7) days.

11.3 If the Student is expelled from the School, any Fees paid in advance will be forfeited.

Cancellation and Late Enrolment by Customer

11.4 Any Enrolment cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.

11.5 The Customer, who has paid the full Fee in advance and subsequently enrolls after the commencement of the Services and before the third School term, will be refunded at pro rata rate, calculated as the current full Fee of the year divided by the number of School weeks per year and deducting the weekly fee to the point of enrolment.

11.6 The Customer who has paid the full Fee in advance and subsequently, cancels the enrolment before the completion of the Services and before the third School term, will be refunded at pro rata rate, calculated as the current full Fee of the year divided by the number of School weeks per year and deducting the weekly Fee to the point of cancellation.

11.7 If the Customer cancels the enrolment after the completion of the third term, the Customer forfeits the balance of the Fees for the fourth and final term.

Limitation of damage

11.8 The Customer acknowledges that in the event of any breach of this Agreement by the Supplier including indirect, special or consequential loss,

the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Fees.

12 SET-OFF

- 12.1 The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 12.2 The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

13 JURISDICTION

- 13.1 This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria

14 PRIVACY AND ACCESS TO INFORMATION

- 14.1 Only the Customer and authorised personnel of the Supplier have access to the Customer's private information including the Customer's personal contact details and / or any medical conditions of the Student which are mandatory for the Customer to disclose to the Supplier prior to commencement of the Course.
- 14.2 If a Customer wishes to have access to his / her information on file or obtain new copies of his / her Qualifications, the Customer will need to make a request in writing and provide appropriate photo identification to the Supplier through a request form.
- 14.3 If a customer requires another person to obtain copies of the Customer's Qualifications on his / her behalf, the Customer shall make a request in writing clearly providing authorization for the Customer's information to be released to another person and clearly specify the other person. The nominated person must provide adequate photo identification to the Supplier to access the information.
- 14.4 If a Customer requires his / her information or copies of his/her Qualifications mailed, the Customer must make a request in writing providing clear authority to the supplier to release the information by mail and clear delivery address at which the Customer or the Customer's nominated person can receive the mail.
- 14.5 The Customer will be liable for all courier or mailing costs and related administration fees for the delivery of the information or copies of his / her

Qualifications, and agrees to pay these costs to the Supplier prior to delivery of the information or Qualifications.

15 ENTIRE AGREEMENT

- 15.1 These Terms and Conditions set out in this Agreement constitute the whole Agreement made between the Customer and the Supplier.
- 15.2 This Agreement can only be amended in writing signed by each of the parties.
- 15.3 All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 15.4 Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Commonwealth Trade Practices Act 1974* or the *Fair Trading Acts* in each of the States and Territories of Australia.

I/We understand and agree to be bound by the Terms and Conditions set out herein.

NAME:

POSITION HELD:.....

SIGNATURE:

DATE:/...../200...

NAME:

POSITION HELD:.....

SIGNATURE:

DATE:/...../200...

WITNESS NAME:

ADDRESS:.....

.....

SIGNATURE:

DATE:/...../200...

GUARANTEE

We each of the undersigned, for ourselves, our respective executors and administrators jointly and severally agree that if at any time the Customer shall default in any part of its performance of this agreement, we will on demand by the Supplier pay, to the Supplier the whole of the monies owed by the Customer to the Supplier and we will keep the Supplier indemnified against all losses, costs, charges and expenses whatsoever which the Supplier may incur by any default on the part of the Customer. This is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the Supplier enforcing payment of any of the monies owed.

We acknowledge, by signing this Guarantee, that we have read and understood the Terms and Conditions and that we have consulted our respective solicitors as to our liability with respect to this Guarantee and we agree to abide by this agreement.

Guarantor 1:

Name:

Address:

.....

Contact Number (H)

Contact Number (M)

Signature :

Guarantor 2:

Name:

Address:

.....

Contact Number (H)

Contact Number (M)

Signature

DATED this day of