

INSIGHT FOUNDATION INC STUDENT CONTRACT

Please print out, sign and mail this contract to the INSIGHT FOUNDATION along with the
'Application to Register as a Student Form'

If it less than ONE month prior to enrolment please fax the contract first and mail the original.

PO BOX 600
Quinns Rocks WA 6030
Western Australia
FAX 08 9 407 4310

The INSIGHT FOUNDATION and the STUDENT form a contractual relationship when the INSIGHT FOUNDATION enrolls the STUDENT as a member of the INSIGHT FOUNDATION community. Following are the terms of that Contract which the INSIGHT FOUNDATION and the STUDENT accept are to govern their relationship, along with the Policies of the INSIGHT FOUNDATION set out in the student handbook.

THE INSIGHT FOUNDATION WILL:

1. Use best endeavours to provide the STUDENT with supervision, assessment and support services of a professional standard in the course (the "course") of study for which the STUDENT is enrolled.
2. Act reasonably and fairly in exercising its powers under the regulatory framework and this Agreement.
3. Give reasonable notice of any changes in the course required because of changes in funding, staffing or other reasonable cause.

THE STUDENT WILL:

4. Observe Australian law and regulations including, but not limited to, those concerned with copyright, patent, privacy, defamation, objectionable material and human rights.
5. Observe and familiarize themselves with all Statutes and Policies of the INSIGHT FOUNDATION, conduct themselves in an ethical manner at all times whilst participating in INSIGHT FOUNDATION courses and when speaking on behalf of or about the INSIGHT FOUNDATION, and accept the jurisdiction of the INSIGHT FOUNDATION in all matters connected with academic progress and with discipline.
6. Use best endeavours to fulfill the requirements prescribed by the INSIGHT FOUNDATION for the course.
7. Pay the fees prescribed by the INSIGHT FOUNDATION for the course by the due payment date as set forth in this Agreement, including a non-refundable enrollment fee; and, adhere to Ezidebit terms and conditions and agree to Ezidebit to debit the agreed amount from their account on a monthly basis, unless a lump sum payment for the full balance due is made prior to the commencement of the course.

THE STUDENT UNDERSTANDS:

8. The assessments required to achieve competency in the course will be assessed throughout the course.
9. The course fee is a whole fee for which STUDENT has received valuable consideration. If STUDENT is unable to continue or complete the course for any reason, then STUDENT will be refunded the amount stated, if any, in the Refund Policy of this Agreement.
10. Any certificate or statement of attainment will not be awarded until competency is achieved, and full and final payment is received by the INSIGHT FOUNDATION.

THE STUDENT HAS READ, UNDERSTANDS AND AGREES TO:

11. All Statutes and Policies of the INSIGHT FOUNDATION.
12. The terms and conditions of the Privacy Policy of the INSIGHT FOUNDATION.
13. The terms and conditions of the Intellectual Property Policy of the INSIGHT FOUNDATION, specifically: The INSIGHT FOUNDATION owns copyright and/or patent rights in course materials created, developed and presented by teachers and facilitators of the INSIGHT FOUNDATION, as well as processes and procedures created to facilitate the integration of said course materials, including but not limited to “Triad Activities”. The INSIGHT FOUNDATION may, on a case-by-case basis, license the use of such copyrighted and/or patented materials, procedures and processes by teachers, facilitators and/or other designated third parties in forums and workplaces external to the INSIGHT FOUNDATION at its sole discretion. Application must be made and pre-approved by the INSIGHT FOUNDATION in each and every instance. Violation of the Intellectual Property Policy of the INSIGHT FOUNDATION by STUDENT may result in immediate termination of this Agreement with no refund of monies paid or monies due and owing pursuant to the terms of this Agreement, all at the sole discretion of the INSIGHT FOUNDATION; further, in that event, the INSIGHT FOUNDATION will be entitled to immediate injunctive relief, and may be entitled to recover monetary damages for such action, as well.
14. The terms and conditions of the Refund Policy of this Agreement.
15. The payment terms and conditions of this Agreement.

THE INSIGHT FOUNDATION AND THE STUDENT AGREE:

16. The Agreement is formed when the enrolment fee is paid by STUDENT, and enrolment of STUDENT is accepted by the INSIGHT FOUNDATION for the course.
17. The Agreement will continue for the period for which the STUDENT is enrolled by the INSIGHT FOUNDATION, and then will the end. However, clause 19 will continue to apply after the Agreement ends.
18. The INSIGHT FOUNDATION and the STUDENT may extend this agreement as set forth in clause 33.
19. Liability for failure to perform the Contract is excluded where the failure has been

caused by circumstances beyond the control of the INSIGHT FOUNDATION or the STUDENT.

20. Any dispute arising out of or in connection with this Agreement, or otherwise relating to the performance by the INSIGHT FOUNDATION or its staff of their responsibilities to the STUDENT, shall be addressed through the grievance procedures and dispute resolution procedures prescribed by the INSIGHT FOUNDATION. All these procedures must be exhausted before the dispute can be taken to any external forum.

PRIVACY POLICY

21. The nature of STUDENTS personal information collected and maintained by the INSIGHT FOUNDATION includes, for example, names, addresses, phone numbers, fax numbers, e-mail addresses, photographs, dates of birth, passport numbers, ID numbers, citizenship and residential status, and courses of study.

22. All personal information used by the INSIGHT FOUNDATION is collected directly from STUDENT. If STUDENT provides incomplete or inaccurate information, the INSIGHT FOUNDATION may refuse or cancel STUDENT'S enrolment, with no refund of monies paid or monies due and owing under the terms of this Agreement.

23. The information is used for a variety of purposes, including student admission, enrolment and progression, student services, and compliance with Government regulations.

24. The INSIGHT FOUNDATION will not disclose information about STUDENT unless the disclosure is required or authorized by law, or STUDENT has consented to the disclosure of the information by the INSIGHT FOUNDATION.

25. The INSIGHT FOUNDATION may from time to time utilize third party suppliers to conduct such specialized activities as mail outs. These suppliers act on behalf of the INSIGHT FOUNDATION and do not facilitate their own commercial agenda whilst processing personal information. While personal information may be provided to these agents to enable them to perform their agreed tasks, such information remains the property of the INSIGHT FOUNDATION at all times, and the supplier organisations involved are bound by specific confidentiality and non-disclosure agreements. Further, the INSIGHT FOUNDATION may distribute aggregated statistical information for reporting purposes.

26. STUDENT can ask the INSIGHT FOUNDATION to provide STUDENT with access to the personal information the INSIGHT FOUNDATION holds about STUDENT. If the INSIGHT FOUNDATION is able to, it will provide STUDENT with access and a fee may apply. If the INSIGHT FOUNDATION denies STUDENT's request for access, it will let STUDENT know why. Access is limited to the INSIGHT FOUNDATION's record of information described in paragraph 20 above.

27. The INSIGHT FOUNDATION may change its Privacy Policy from time to time for any reason.

REFUND POLICY

28. There is no refund of the Enrolment Fee.

29. If a STUDENT withdraws from study after the three month trial period, there is a cancellation fee of \$. Withdrawal within the first three months does not incur a cancellation fee and tuition fees are fully refunded. There is no refund of the \$285 enrolment fee.

The INSIGHT FOUNDATION requires one month's written notice of withdrawal from study. Fees still apply and are charged over the month of withdrawal *unless* occurring in the first three months.

A STUDENT may, within three months of signing the STUDENT Contract agreement, send written notice to the INSIGHT FOUNDATION that they want to terminate their agreement. Any training or course materials must be returned to the INSIGHT FOUNDATION within 5 days of the termination notice. Return postage is at the student's cost. Materials must be returned in pristine condition. After the deduction of the cancellation fee, the agreement will be cancelled and the tuition fee balance will be refunded to the student.

In all instances, credit card charges (nominally 2%) or debit charges will not be refunded under any circumstances.

In the unlikely event of a course being cancelled you will be offered the opportunity to enrol in an alternative course, otherwise tuition fees will be refunded.

At the discretion of the INSIGHT FOUNDATION, in exceptional circumstances, written applications for refunds will be accepted and assessed on a case-by-case basis. In such a case, the decision by the INSIGHT FOUNDATION shall be final.

30. In all instances, credit card charges or other debit charges are not refundable under any circumstances.

COURSE(S) OF STUDY:

31. This Agreement shall be binding upon the following course(s) of study:

32. Unless another Student Contract is subsequently signed by STUDENT and accepted by the INSIGHT FOUNDATION, the terms of this Agreement shall be binding upon STUDENT in the event that STUDENT is accepted into other courses of study at the INSIGHT FOUNDATION; in that instance, a new "Payment Details and Authorization for

Ezidebit Payment” (or similar form) will be completed by STUDENT, and said terms and conditions will be incorporated by reference into this Agreement.

PAYMENT DETAILS AND AUTHORIZATION FOR EZIDEBIT PAYMENT

33. The terms and conditions of the INSIGHT FOUNDATION’S payment details are set forth in Exhibit “A” attached hereto and incorporated by reference herein.

34. Any payments details for another course of study by STUDENT with the INSIGHT FOUNDATION may be attached hereto as Amended Exhibit “A”, and will be incorporated by reference herein.

I, _____(print name), agrees to all the terms and conditions contained in this agreement.

Signature: _____ Date: _____

Signed by STUDENT in the presence of _____(witness print name).

Signature: _____ Date: _____