



## CA PROGRAM

# Candidate Enrolment Terms and Conditions

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<b>Document Owner(s)</b>	CA Program General Manager and Head of Education Risk and Compliance		
<b>Approved by</b>	Group Executive, Education and Marketing	<b>Date Approved</b>	20 October 2022
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These enrolment terms and conditions (**Terms**) govern Chartered Accountants Australia and New Zealand ABN 50 084 642 571 (**CA ANZ**) and each candidate enrolled in the Chartered Accountants Program (**CA Program**) (**you**, or **your** or **candidate**)<sup>1</sup>.

You acknowledge that you have read and agree to be bound by these Terms and Conditions upon submitting your Application form for the CA Program which is inclusive also of your application for Provisional Membership of CA ANZ (the **enrolment form**).

1. You declare the information provided in your enrolment form to be true and honest.
2. You declare that you meet the citizenship, residency, or visa requirements to enrol in the CA Program as set out in the CA Program Admission requirements published on the CA ANZ website at [www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant](http://www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant)).
3. You have read and agree to comply with these Terms, and abide by CA ANZ's constitutional documents namely the CA ANZ Supplemental Royal Charter, By-Laws and Regulations (and the NZICA Rules if they apply to you) and any codes and standards as amended and published on CA ANZ's website from time to time at <https://www.charteredaccountantsanz.com/member-services/member-obligations>.
4. You have read and agree to comply with the CA Program's Candidate Code of Conduct and other applicable regulations, policies and procedures as amended and published on CA ANZ's website from time to time. These are published on the CA Program's Policy page at [www.charteredaccountantsanz.com/become-a-member/ca-program-policies](http://www.charteredaccountantsanz.com/become-a-member/ca-program-policies).
5. You accept that CA ANZ may notify the following of any actual or suspected breach by you of any of CA ANZ's Supplemental Royal Charter, By-Laws, and Regulations, (and the NZICA Rules if they apply to you):
  - (a) the organisation appearing in CA ANZ's records as your employer; and
  - (b) the individual appearing in CA ANZ's records as your mentor.
6. You accept that CA ANZ may notify the following of your enrolment, progress and performance in the CA Program subjects<sup>2</sup>:
  - (a) the organisation appearing in CA ANZ's records as your employer; and
  - (b) the individual appearing in CA ANZ's records as your mentor.
7. You agree that CA ANZ may, at its sole discretion, retain the original of any subject assessment item submitted by you.
8. You agree that CA ANZ will not be obliged to return any assignments, examination scripts or other materials lodged by you with CA ANZ. If you require access to these, you understand that,

<sup>1</sup> The CA Program consists of the CA ANZ's Graduate Diploma of Chartered Accounting (GradDipCA) and 3 years mentored practical experience with a CA ANZ approved employer.

<sup>2</sup> In these Terms the word 'subject' has the same meaning as 'module', 'unit', and 'unit of study'.

due to the confidential nature of the examination papers and related materials, you will only be permitted an opportunity to view them under supervision, and in accordance with the CA Program [Candidate Assessment Review Policy and Procedure](#).

9. You agree that you will notify CA ANZ promptly via your My CA account if any of your details change, including if you change employers and/or mentors.

10. Provisional Membership of CA ANZ

You understand that entry into the CA Program and Provisional Membership of CA ANZ happen at the same time and are mutually dependent. CA Program candidates are required to maintain current Provisional Membership for the duration of their enrolment in the CA Program. Details on Provisional Membership fees are available on CA ANZ's CA Program Pathway to Membership page at <https://www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment>).

CA Program candidates upon successful completion of both the course component and Mentored Practical Experience component of the Program are eligible to apply for Full Membership of CA ANZ. Details on how to apply are available on CA ANZ website at <https://www.charteredaccountantsanz.com/become-a-member/memberships/how-to-apply-for-full-ca-membership>.

11. CA Program course fees and refunds

- (a) The CA Program's [Candidate Course Fees, Refund, Appeals and Review Policy and Procedure](#) specifies the principles and procedures for setting, communicating, charging, refunding, re-crediting and remitting CA Program candidate course fees paid to CA ANZ.
- (b) The current indicative total course and individual subject tuition fees for the Graduate Diploma of Chartered Accounting (GradDipCA) course of study in the CA Program are available at [www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment](http://www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment).
- (c) CA ANZ will update the schedule of tuition fees in accordance with any changes to CA ANZ fees. As a candidate of CA ANZ, you will be liable for any increase in fees each year of study in the CA Program.
- (d) Fees are correct at the time of publication. CA ANZ reserves the right to vary its fees at any time consistent with the provisions set out in the [Candidate Course Fees, Refund, Appeals and Review Policy and Procedure](#).
- (e) Candidates must indicate how they will pay for their subject at the time of subject enrolment. Subjects may be paid by Credit Card (Visa, Mastercard, and American Express), Employer Token (if eligible), or FEE-HELP loan (if eligible). Subjects being paid by credit card must be paid in full at the time of subject enrolment or the subject enrolment will be automatically cancelled. For further details refer to the [Candidate Course Fees, Refund, Appeals and Review Policy and Procedure](#).

12. Course commencement and subject enrolment

- (a) Admitted CA Program candidates commence their course enrolment and studies in the most current offering of CA ANZ's higher education Graduate Diploma of Chartered Accounting course.
- (b) CA Program candidates are deemed to have commenced their course enrolment and studies upon having enrolled in one or more course subjects past the census date<sup>3</sup> of the subject(s).
- (c) CA ANZ's Graduate Diploma of Chartered Accounting course comprises of seven core and two elective subjects, with varying EFTSL across subjects, and a total of 120 credit points. While there is no limit to the number of subjects a candidate can enrol into in any

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3 For the meaning of "census date" refer to paragraph 21 in this document.

one study period the candidate must meet the published subject pre and/or co requisites to enrol in the subject. The course can be completed in one year of standard full-time study (EFTSL = 1.0) depending on the term of commencement. CA Program course candidates enrolling in the course and seeking to balance their studies with work and/or other lifestyle commitments typically elect to study the current course part-time over two or more years. Part-time study typically translates to enrolling in the Ethics and Business subject and one other subject in the first term and thereafter enrolling in one subject each term. For further course information, including details on the course's early exit Graduate Certificate in Accounting qualification, refer to the 'CA Program Information' brochure at <https://www.charteredaccountantsanz.com/become-a-member/apply-for-the-ca-program/ca-program-overview>.

13. Late enrolment

Late enrolment for the course after the timetabled enrolment close date and/or after a subject's commencement date is not permitted.

In evidenced extenuating circumstances the CA Program General Manager (or their delegate) may approve a candidate's 'late enrolment' in a subject beyond the permitted enrolment period up to one week after the subject commencement date on application.

If an enrolment is classified as a 'late enrolment', including if a candidate is permitted to change their enrolment to another subject after commencement, no assessment extensions or assessment special consideration will be granted because of the late enrolment and/or delayed access to materials.

14. Variations to subject workshop selection

Candidates enrolled in Ethics and Business, Business Performance, Audit and Risk, and Integrated Chartered Accounting Practice subjects are required to participate in scheduled class workshop(s) which will be conducted synchronously online (or on a CA ANZ approved site if the candidate has enrolled into a blended online/onsite subject offering if available).

Candidates are required to select their scheduled class workshop(s) at the time of subject enrolment through CA ANZ's student information system known as *My Capability – Program*. Candidates may vary their selected workshop in *My Capability - Program* to a comparable alternate workshop session subject to workshop availability for selection in the system. If making a variation any difference in the subject tuition fee will be managed as set out at clause 19 below.

15. Repeat of Failed subjects

Should it be necessary for you to repeat a subject to successfully complete the course, the full subject must be retaken and the full subject fee at the time of retaking the subject is payable.

16. Credit and recognition for prior learning

Where a CA Program candidate has been granted full credit towards one or more subjects in their CA Program academic course studies in recognition of completed prior formal, non-formal and/or informal learning the approved credit will be displayed on their academic transcript in the form of an *exemption*<sup>4</sup>. See CA Program [Candidate Credit Arrangements Policy and Procedure](#) for further details.

17. Minimum time to completion

The CA Program course can be studied from one year full-time (depending on Term of commencement) or part-time to the permitted maximum time for completion. It can be studied at the same time as undertaking your CA Program required three-years Mentored Practical Experience or at a different time.

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4 Exemption is also known as advanced standing (AS) and recognition of prior learning (RPL).

18. Maximum time to completion and minimum course enrolment requirements

All components of the CA Program must be completed consistent with [CA ANZ's Provisional Member requirements](#) in CA ANZ's constitutional documents in CA ANZ Supplemental Royal Charter, By-Laws and Regulations (including CR5 Provisional Members).

CR5.11 Provisional Member Duration requirements are:

- (a) If a person has been a Provisional Member of CA ANZ for a continuous period of 8 years, they will be automatically resigned from this form of membership.
- (b) If a Provisional Member who has not completed the Chartered Accountants Program has not enrolled in any subject for a continuous period of 3 years, they will be automatically resigned from this form of membership.
- (c) Automatic resignation does not prevent an individual from reapplying to the Board for Provisional Membership.

19. Variation to another subject in the same Term

- (a) A CA Program candidate can vary their subject enrolment to another subject in the same term at any time up to the census date of their currently enrolled subject and the enrolment close date of the subject being transferred into if you are eligible to enrol in the subject, the variation is permitted under clause 11, 12, 13 and 14 as applicable, and the variation is able to be administered in the *My Capability - Program* system at the time of seeking it by withdrawing from the enrolled subject and enrolling in the desired subject. See CA Program timetable for enrolment close and census dates at [www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment](http://www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment)
- (b) Candidates varying or transferring to another subject as indicated at clause 19(a) will be required to pay any difference in the subject tuition fee where the original subject tuition fee is lower than the tuition fee for the new subject enrolment.
- (c) Where candidates are varying or transferring to another subject as indicated at clause 19(a) and the original subject tuition fee is higher than the tuition fee for the new subject enrolment, the difference in fees will be refunded or FEE-HELP loan balance recredited (as applicable).

20. Withdrawal

If you have paid fees to CA ANZ for CA Program course enrolment by enrolling in one or more CA Program course subjects you will be subject to these withdrawal Terms.

- (a) Notification of withdrawal from the CA Program and/or a CA Program subject must be made as instructed in the CA Program's *My Capability – Program Subject Enrolment How To Guide* (as updated from time to time) available at [www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment](http://www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment).
- (b) You understand that depending on the date you lodge a request to withdraw from a CA Program subject you may be liable for the subject tuition fee/ FEE-HELP debt (as applicable) and may also incur an academic penalty. For further details refer to the CA Program's [Candidate Course Fees, Refund, Appeals and Review Policy and Procedure](#).

21. Census Date

For the purpose of these Terms and associated CA Program Policy and Procedures, the term "census date" refers to the date (to 11:59pm AEST on that date) as the deadline date for various requirements, like finalising payment for your tuition fees, applying for a FEE-HELP loan (as applicable) or formally withdrawing your enrolment so you do not incur an academic penalty or the cost or FEE-HELP debt (as applicable) for the subject tuition fee. The census date for

each subject is set out in the CA Program course timetable available at:  
[www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment](http://www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment).

22. Once you are admitted as a Provisional Member and CA Program candidate and enrol in a CA Program subject an agreement has been created between you and CA ANZ.

23. Deferment, Exclusion and Cancellation of CA Program enrolment

*Definitions*

- *Deferral – a candidate or CA ANZ initiated postponement of the commencement of your course prior to enrolling in any course studies / course commencement.*
- *Exclusion – a CA ANZ enforced postponement of your enrolment during your course.*
- *Cancellation – a candidate or CA ANZ initiated cessation of enrolment in the course.*

(a) A course deferral, exclusion or cancellation of your enrolment can be initiated by yourself or by CA ANZ. If you are enrolled in a subject at the time of this event you may incur an academic penalty or the cost or FEE-HELP debt (as applicable) for the subject tuition fee depending on the date of withdrawal as outlined in the CA Program's [Candidate Course Fees, Refund, Appeals and Review Policy and Procedure](#).

(b) Candidate initiated

Candidates may defer the commencement of their enrolment in the CA Program course studies without notification to CA ANZ but are solely responsible for ensuring they enrol in course studies and complete the CA Program consistent with [CA ANZ's Provisional Member requirements](#) outlined in clause 18 of these Terms.

(c) CA ANZ initiated

- i. CA ANZ may defer your enrolment in the CA Program's GradDipCA course if the course does not commence as agreed in your initial enrolment. If this occurs you will be informed about the changes to the course details and receive an option to either agree to the changes or to receive a refund of any tuition fees paid/re-credit of FEE-HELP debt as applicable.
- ii. CA ANZ may exclude or cancel a CA Program candidate's enrolment in the GradDipCA course after they have commenced the course and before it is completed due to breach of CA Program Policy, including but not limited to the CA Program Candidate Code of Conduct, Candidate Academic Integrity Policy and Procedure, and Candidate Course Progression Policy and Procedure.

Candidates have the right to appeal any decision by CA ANZ to exclude or cancel their course studies. CA ANZ will normally maintain a candidate's enrolment until the internal and external complaints and appeals process are completed. An excluded candidate retains their CA ANZ Provisional Membership entitlement and may continue with the Mentored Practical Experience (MPE) component of the CA Program if they wish to do so. Where a decision to cancel a candidate's enrolment in the CA Program has been upheld following the exhaustion of the CA Program's appeals process the candidate will be referred to CA ANZ's disciplinary body concerning the candidate's Provisional membership entitlement.

24. Your consent to disclosure

By submitting this enrolment form, you consent to CA ANZ using and disclosing your personal information in accordance with these Terms and its [Privacy Policy](#) including to disclose your personal information to third parties, such as:

- (a) your approved employer and to any representative appointed by that employer that you have listed as my primary employer in your *Provisional Membership record* in the *My CA web portal* which you are responsible for maintaining; and

- (b) your approved mentor and to any representative appointed by that mentor that you have listed as my primary mentor in your submitted practical experience agreement and which can be updated via your *My CA web portal* through the *My CA Employment Details* form which you are responsible for maintaining.

Information in relation to your studies that may be disclosed by CA ANZ to your approved employer and to any representative appointed by that employer during and following the conclusion of each study period that you are enrolled in at CA ANZ includes:

- term and whole of program results and performance, including enrolment status, program of study, attendance, marks, and grades awarded, educational support opportunities, and course completion and graduation status, inclusive of any studies withdrawn post census date;
- email, phone and face-to-face correspondence;
- your contact details including health or safety emergency contact details; and
- your financial standing.

This consent continues until such time that you have notified CA ANZ that your consent is withdrawn by deselecting my nominated primary employer in your *Provisional Membership record* in the *My CA web portal* or withdrawn or completed the CA Program to which this consent relates.

You also acknowledge that for the purposes of these Terms and in particular pursuant to clause 5 of these Terms, it is your responsibility to notify CA ANZ if your employer and/or mentor changes and to keep your personal information held by CA ANZ update to date in accordance with the [Privacy Policy](#).

25. You understand that if you enrol using a token or code issued by your approved employer (Bulk Enrolment Code):

- (a) the employer may revoke your permission to use the Bulk Enrolment Code by using the “Revoke” function within the CA ANZ enrolment system no later than 1 business day following enrolment closure for the relevant CA Program subject or as otherwise agreed by CA ANZ with the employer; and
- (b) if CA ANZ receives a notification that a Bulk Enrolment Code has been revoked by the funding employer, CA ANZ will send an email to your personal email address to notify you that the Bulk Enrolment Code is no longer valid in which case the following will apply:
- i. you may remain enrolled in the CA Program subject(s) which you used the Bulk Enrolment Code for, but you will be financially liable for payment of that subject using a valid payment method<sup>5</sup> within 2 business days of CA ANZ’s notification which will be sent to your personal email; or
  - ii. you may withdraw your subject enrolment if you do not wish to pay the subject fees as outlined at clause 20 ‘Withdrawal’ above.

26. You understand that by agreeing to participate in the CA Program course that you will be required to undertake remote invigilated online exams that are proctored by external service provider(s) as part of your academic assessment and acknowledge that this will require you to consent for the collection of your personal information through the external service provider(s). The information is used solely to facilitate your participation in the CA Program invigilated exams, including validating your identity as the exam taker, the recording of your exam session(s), and conducting post-exam review for the purpose of validating your exam academic integrity. If you do not agree to the required online exam consents you will not be able to participate in the required online exam, and this will impact your ability to satisfactorily complete the applicable subject(s) and progress in the CA Program.

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<sup>5</sup> For accepted payment methods refer to CA Program’s [Candidate Course Fees Refund Appeals and Review Policy and Procedure](#)

27. You understand that by agreeing to participate in the CA Program course that you will be required to submit some subject assessments through the Turnitin plagiarism detection software and acknowledge that this will require you to consent to the *Turnitin End User License Agreement* of this external service provider before uploading your assignment for submission to CA ANZ to enable the required originality report to be generated. You will also be required to complete a declaration of academic integrity and authorship before you take each assessment task. The information in these consents is used solely to facilitate your lodgement of your written assessment, including validating your academic integrity. If you do not agree to any required consents you will not be able to submit the assessment and this will impact your ability to satisfactorily complete the applicable subject(s) and progress in the CA Program.

28. Access to and use of web based technologies

You understand that by agreeing to participate in the CA Program course you will be required to use CA ANZ's student information system and online learning management system<sup>6</sup> and participate in CA ANZ moderated online discussion forums for your enrolled subject(s) and that use of these systems requires you to agree to abide by CA ANZ's Website Terms of Use when enrolling in a subject. If you do not agree you will not be able to enrol and this will impact your ability to satisfactorily progress in the CA Program.

29. Access to and usage on online course materials

Candidate access to the subject materials for their enrolled subject via the CA Program's learning management system<sup>6</sup> is limited to the duration of the candidate's enrolment in the subject and will typically be terminated on the date the release of results for the subject.

30. Intellectual Property

In these Terms, intellectual property (IP) or intellectual property rights (IP rights) means all industrial and intellectual property rights of whatever nature throughout the world, conferred under statute, common law or equity, including but not limited to copyright, trade marks, trade secrets, know-how, domain names, patents, invention and discoveries whether or not registered or registrable, and includes the right to apply for, register or renew the registration of such rights and all other intellectual property as defined in article 2 of the convention of the World Intellectual Property Organisation 1967.

You acknowledge that CA ANZ is the legal and beneficial owner of the IP in the CA Program including but not limited to the current GradDipCA course and associated Chartered Accounting Masterclass (CASM) course curriculums, online and printed courses, subject and workshop materials and recordings, and other course and subject publications, support and website materials (CA ANZ IP) (unless owned by a third party licensor (as applicable)), and in any event you, the CA Program candidate, shall have no right, title or interest whatsoever, whether beneficial or legal, in any of the IP rights vested in CA ANZ or a third party licensor (as applicable). CA ANZ IP may be used, played back and viewed and/or listened to by you (and no other individual) for personal education purposes only, and the broadcast of the subject recordings to any other individual or the copying, reproduction, publication or exploitation of CA ANZ IP is not permitted without the prior written consent of CA ANZ.

- (a) CA ANZ does not assert ownership of IP created by CA Program candidates (including by CA ANZ staff members') during the CA Program unless the IP:
- i. Consists of CA ANZ IP;
  - ii. Has been separately assigned to CA ANZ under separate agreement with the CA Program candidate; or

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<sup>6</sup> The Student Information System is known as 'My Capability – Program'. The Learning Management System is known as 'My Capability – Learn'.

- iii. Has been jointly developed with CA ANZ and the CA Program candidate is deemed to be a co-creator.
- (b) You understand that by agreeing to participate in the CA Program that CA ANZ expects CA Program candidates and CA ANZ staff to comply with all applicable legal requirements pertaining to IP, including copyright and to take appropriate action to minimise the risk of IP (including copyright) infringement in respect of or in connection with CA ANZ IP.

(c) IP Disputes

You understand that by agreeing to participate in the CA Program that:

- i. where reasonable, the CA Program's Candidate Complaints, Grievances and Appeals Policy and Procedure will be used to manage any disagreement arising over IP generated by a CA Program candidate in undertaking their course studies; and
- ii. where reasonable, the CA Program's [Candidate Academic Integrity Policy and Procedure](#) will be used to manage any IP (including copyright) infringement by a candidate in their submitted assignment work; and
- iii. potential outcomes of an IP infringement investigation of the type described at (ii) above or otherwise could include (but is not limited to) exclusion from or cancellation of your CA Program course enrolment.

You otherwise acknowledge that CA ANZ has absolute discretion regarding what action is taken in respect of any IP infringement and the manner in which such action is taken.

31. Provisional Membership conduct obligations as a CA Program participant

You understand that by agreeing to participate in the CA Program that any conduct which may be in breach of the CA ANZ By-Laws, Regulations or the Code of Ethics may be referred to the Professional Conduct Committee for investigation. Potential outcomes of any such investigation could include (but is not limited to) suspension or termination of your provisional membership, costs and publicity, as well as other sanctions under the By-Laws. You will not be able to complete the CA Program if your provisional membership is terminated.

32. Other terms

- (a) You are expected to undertake all participation, assessment and examination requirements during your course.
- (b) It is your responsibility for completing all requirements associated with admission, enrolment, assessment, and academic progression in compliance with relevant policies and procedures.
- (c) You understand that the main form of communication between CA ANZ and you as the candidate will be electronic, via email to the email address and via SMS to the mobile contact you have provided as your main personal contact details provided in My CA and My Capability -Program which you are responsible for maintaining. You understand that as a CA Program candidate you will regularly check your advised email account. Notices sent to your advised email account or by SMS to your advised mobile contact number will be deemed to have been received by you at the time sent by CA ANZ.
- (d) You are expected to comply with any applicable Australian and New Zealand legislation.
- (e) You acknowledge and agree that you are strictly prohibited from recording any CA Program workshop, including any breakout discussion, or any other individuals while undertaking the CA Program. Engaging in such recording would not only breach privacy laws but also these Candidate Enrolment Terms and Conditions.



- (f) In the event of circumstances requiring urgent medical care CA ANZ is authorised as a matter of urgency to seek and provide appropriate medical care.

### 33. Complaints

If you have a complaint please refer to the CA Program's [Candidate Complaints, Grievances and Appeals Policy and Procedure](#). These Terms, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the candidate to take action under the Australian Consumer Law if the Australian Consumer Law applies or any other applicable laws.

## Privacy and Personal Information Procedures

### 34. Privacy and Personal Information Procedures

As a registered Higher Education Provider CA ANZ meets and complies with the information privacy principles (Schedule 1 of the *Privacy Act 1988*, as required under section 19-60 of the *Higher Education Support Act 2003* (HESA) and the Higher Education Provider Guidelines 2012 (HEP Guidelines) issued under section 238-10 of the HESA relating to 'personal information in relation to students'.

#### Privacy Collection Statement

CA ANZ collects, uses and discloses personal information about you in accordance with CA ANZ's [Privacy Policy](#) and these Terms (including this Privacy Collection Statement section). The Privacy Policy and this Privacy Collection Statement describes how CA ANZ deals with information we collect and demonstrates our commitment to the protection of your privacy.

CA ANZ is committed to protecting the privacy of candidate's personal information and provides in the following contextualised information on how we deal with information we collect for the purpose of and in connection to your enrolment in, and in the administration of, the CA Program and the CA Program subjects, including in relation to your participating in the Commonwealth FEE-HELP loan scheme if applicable, and in respect of other educational and learning support opportunities.

#### Examples of kinds of personal information we collect and hold on candidates

When you enrol in the CA Program and its higher education course, CA ANZ collects your personal information such as your name, address and contact details (e.g. email address, phone numbers, postal address), tax file numbers, your government assigned Unique Student Identifier (USI), job titles, educational history, course preferences, course results and details associated with CA ANZ's related transactions with individual candidates and suppliers, and other kinds of information as set out in CA ANZ's [Privacy Policy](#). CA ANZ may combine information provided by third parties with information provided by you directly to CA ANZ to your CA ANZ assigned identifiers, your USI and as otherwise set out in CA ANZ's [Privacy Policy](#).

For candidates participating in the CA Program virtual classroom or virtual workshops, CA ANZ may record your name, image, voice, and any chat messages you may enter. CA ANZ may also use your personal information for evaluating the CA Program, including: (i) evaluating the performance of CA Program facilitators, (ii) identifying potential improvements, and (iii) enhancing any CA Program workshops.

#### Purposes of collection of Personal Information

The primary purpose of collecting your personal information is to carry out the business of CA ANZ in facilitating the delivery of the CA Program to you, including enrolling candidates, providing courses and for business administration purposes, and to meet CA ANZ's student enrolment disclosure obligations to the Australian Government as a registered Australian higher education provider in the category of 'Institute of Higher Education' (TEQSA Provider ID: PRV12024) and approved Higher Education Provider under the HESA. Some Personal Information is collected for the purpose of targeted advertising, delivering relevant email content, event promotions and profiling.

CA ANZ collects Personal Information on behalf of relevant government and admitting authorities. These may include the following Australian Government departments:

- Tertiary Education Quality and Standards Agency (TEQSA);
- Department of Education (DoE) (including the Higher Education Tuition Protection Service (TPS) and TPS Director);
- Australian Taxation Office (ATO); and
- Department of Home Affairs (Services Australia and Centrelink).

Where CA ANZ is required to collect and process Personal Information by law or if the collection of Personal Information is necessary for the organisation, management or delivery of a service to you and you choose not to provide us with the requested personal information or provide incomplete or inaccurate personal information, CA ANZ may not be able to process your CA Program enrolment and may not be able to provide the CA Program to you or otherwise contract with you or deliver the service to you. In addition, if you do not fully agree to any required consents you will not be able to submit the assessments and this will impact your ability to satisfactorily complete the applicable subject(s) and progress in the CA Program.

### **Disclosure of Personal Information**

CA ANZ shares Personal Information with staff, its related companies (including the New Zealand Institute of Chartered Accountants), third party service providers and business partners to conduct its business, to deliver its services and to develop, improve, and expand products and services as set out in the CA ANZ Privacy Policy.

Personal Information relating to candidates at CA ANZ may be disclosed:

- when enrolling into a course, on provision of access to a course or for business administration purposes;
- when attempting to contact or locate a candidate or to notify the relevant authority or the candidate's emergency contact if there are reasonable grounds to be concerned about the candidate's welfare or safety;
- in order to generate learning or business analytics to assist the CA ANZ to make better decisions regarding operations and services, to improve the candidate learning experience and outcomes, to offer personalised services and support to candidates and to promote academic excellence;
- for the purpose of determining eligibility for and administering public transport concessions and for directly related purposes such as audit, management and operational activities for concessions;
- to issue invitations to participate in approved research or surveys, while a candidate and after graduation;
- to confirm completion of a candidate's course (only name, degree(s) conferred, and date(s) of completion will be disclosed); and
- to publish the name and award of graduates online and/or in a CA ANZ graduation booklet for the candidates' graduation ceremony.

We may disclose your personal information to agents, contractors and service providers where we outsource functions and as otherwise set out in our [Privacy Policy](#).

While your personal information is collected by CA ANZ in Australia, it is likely that your personal information will be disclosed to overseas recipients outside your country of residence in as provided in our [Privacy Policy](#).

If Personal Information is shared with third party service providers or business partners, use and disclosure of the Personal Information is strictly limited to the extent necessary to deliver the service requested by the CA ANZ and is subject to the CA ANZ's privacy and security requirements as outlined in CA ANZ's Privacy Policy.

CA ANZ may use or disclose Personal Information in circumstances expressly permitted by the *Privacy Act 1988* and as required under other Australian or overseas laws, for example, where:

- it is not reasonable or practical to obtain consent and CA ANZ reasonably believes use or disclosure is necessary to lessen or prevent a serious threat to life, health, or safety of any individual or public health and safety. (For further details refer to the information on 'Release of Information if there are serious threats to life, health or safety' below); or
- CA ANZ has reason to suspect that unlawful activity or misconduct of a serious nature that relates to the activities or functions of CA ANZ is being or has been engaged in and CA ANZ believes the collection, use or disclosure is necessary to take appropriate action in relation to the matter.

CA ANZ may also disclose Personal Information when:

- compelled by law including by warrant or subpoena;
- required by lawful order of a government authority;
- required by lawful order of a regulator of CA ANZ, and/or
- required by an admitting authority.

The GradDipCA course delivered and awarded by CA ANZ as part of the CA Program is accredited by the Australian Government's independent national quality assurance and regulatory agency for higher education - the Tertiary Education Quality and Standards Agency (TEQSA). Personal information about CA Program candidates concerning your GradDipCA course studies may be disclosed by CA ANZ to the Australian Government and other Commonwealth, state or territory agencies, in accordance with the Privacy Act 1988 and as required under other Australian or overseas laws. This includes, but is not limited to the Department of Education, and TPS and other Australian Government agencies for the purpose of administering the Commonwealth FEE-HELP loan scheme and administering tuition protection for domestic upfront paying domestic students as set out in the *Higher Education Up-front Payments Tuition Protection Privacy Notice* published on the CA ANZ's [CA Program Policy web page](#).

### **Release of Information if there are serious threats to life, health or safety**

Australian Privacy Principles (APP) includes provision for an organisation to release personal and/or sensitive information where it reasonably believes that the use or disclosure is necessary to lessen or prevent:

- a serious and imminent threat to an individual's life, health or safety; or
- a serious threat to public health or public safety.

This exception is aimed at emergency situations where there is a serious threat to health and safety and using or disclosing personal information will help reduce that threat.

Ordinarily a serious threat would be a threat of bodily injury, threat to mental health, illness or death. 'Imminent' means the threatened harm is about to happen.

If a staff member forms a belief that there is an imminent threat the Group Executive, Education and Marketing (or delegate) has the authority to act on CA ANZ's behalf and release information under the APP. Should such a situation arise CA ANZ will take reasonable steps to provide notification, or ensure the individual is aware, as soon as practicable after the situation.

### **Collection, handling and security of Personal information**

#### **Collection**

When CA ANZ collects personal information about you as a CA Program candidate, we will take reasonable steps to inform you of:

- the purposes for which the information is collected;
- to whom we would usually disclose this kind of information (if applicable);

- any law that requires the particular information to be collected; and
- the main consequences (if any) for the candidate if the information is not provided or provided in part.

Some personal information, such as information about your citizenship, ethnicity or sensitive or health information will only be collected with your consent, or as otherwise allowed by law or required or authorised by law.

Your personal information will normally be collected from you, however, there may be occasions when information is transferred from third parties, such as a one of your immediate family members who contacts CA ANZ on your behalf; through contractors who supply services to CA ANZ, through partner institutions or from a publicly maintained record. When this occurs, the CA ANZ staff concerned will either be satisfied that you, the candidate, are aware of the transfer of information or will take reasonable steps to ensure that you are aware that this has occurred.

If you do not provide the information requested, CA ANZ may not be able to provide services to you.

### **How CA ANZ's processes your personal information**

CA ANZ is permitted to process your information for the above purpose and purposes otherwise set out in our [Privacy Policy](#), by relying on one or more of the following lawful grounds:

- you have explicitly agreed to us processing such information for a specific reason;
- the processing is necessary to perform the agreement we have with you or to take steps to enter into an agreement with you;
- the processing is necessary for us to comply with our legal obligations; or
- the processing is necessary for our legitimate interests, which include:
  - collecting personal information to provide you with a smooth and efficient customer experience;
  - to protect our business interests;
  - to ensure that complaints are appropriately investigated;
  - to evaluate, develop or improve our products and services;
  - to keep you informed of relevant products and services unless you indicate that you do not wish us to do so; and/or
  - to prevent fraud.

### **Openness**

If requested, CA ANZ will take reasonable steps to inform you, the candidate making the request, of what personal information it holds and how it collects, holds, uses and discloses that information.

### **Data Quality**

CA ANZ will take reasonable steps to ensure that the information it holds about you is accurate, complete and up to date.

### **Data Security**

CA ANZ will take reasonable steps to protect your personal information from misuse, loss, unauthorised access, modification or unauthorised disclosure.

CA ANZ will take reasonable steps to destroy or permanently de-identify any information that is no longer needed for any purpose in accordance with the CA ANZ's Records Management Policy.

### **Unique Identifiers**

CA ANZ will not assign a unique identifier to a candidate unless it is necessary to carry out CA ANZ's functions efficiently (for example, candidate student ID, member ID). CA ANZ will not

adopt a unique identifier assigned to a candidate by another organisation (for example, Driver's Licence number) unless it is necessary to carry out CA ANZ's functions efficiently or CA ANZ has obtained the candidate's consent.

### **Australian Government Unique Student Identifier (USI)**

CA ANZ will record your USI number to enable linking your CA Program higher education course studies to the Australian Government's higher education student data collection. By applying to enrol in a course at CA ANZ, you consent for CA ANZ to use personal information provided by you during the enrolment process to:

- Validate and verify your USI after you have provided it to CA ANZ; or
- Generate a USI on your behalf where you have granted permission to CA ANZ to do so. CA ANZ will not ordinarily generate a USI on a candidate's behalf.

### **Anonymity**

CA ANZ will provide candidates with the option of remaining anonymous in their dealings with CA ANZ where this is lawful and practicable.

### **Withdrawal of consent for CA ANZ to process your personal information**

Where you have consented to our processing of such information (including any special categories of personal data) you may withdraw such consent at any time, by contacting us as outlined in our [Privacy Policy](#). Please note, however, that in certain circumstances it may be still lawful for us to continue processing this information even where consent has been withdrawn, if one of the other legal bases described above is applicable.

### **Access and Correction**

Access to and correction of candidate personal information is handled by CA ANZ in accordance with the provisions of the Privacy Act 1988 (Cth) and the Freedom of Information Act 1982 (Cth) and other applicable data protection laws in the jurisdictions in which CA ANZ operates.

CA ANZ will provide access to personal information held about the candidate on request by that candidate. Candidates are able to view and update much of their personal and enrolment information through their My CA provisional member record, and the My Capability- Learn and My Capability-Program systems which can be accessed through the candidate's My CA online portal.

If you wish to view personal information that is not accessible through the online candidate portal, then CA ANZ requires such a request to be in writing to the Privacy Officer at the contact details below. You must provide proof of identity with the application for access.

If a candidate is able to establish that information held by CA ANZ is inaccurate, out-of-date or incomplete, they may request CA ANZ to correct the personal information. CA ANZ will correct any incorrect personal information upon production of documentation verifying the change and will not refuse to make a correction without giving reasons.

If CA ANZ refuses to make a correction due to disagreement with the candidate over whether the information is inaccurate, out-of-date or incomplete, it will take reasonable steps to place a statement from the candidate associated with the information that in the candidate's opinion the information is inaccurate, out-of-date or incomplete.

### **Health Information**

In so far as CA ANZ holds any health information, it will comply with the Health Privacy Principles set out in the Health Records and Information Protection Acts in the states in which it operates.

*Use of Health Information in education activities*

Each Australian State has a Health Records and Information Privacy or Protection Act which regulates the collection, handling and storage of health information by public and private sector health service providers.

Health information is a specific type of personal information. It includes information or an opinion about the physical or mental health or a disability of an individual.

In the provision of education and training, employees and candidates of CA ANZ may use health information, for example in connection with reasonable adjustments to enable a candidate with a disability to participate in a learning or assessment activity. CA ANZ will ensure the consent is informed and freely given. Employees of CA ANZ will use de-identified information and limit any disclosures of personal or health information about the candidates to those who need to know, and then only as much as they need to know.

Workshop discussions and subject assessments may elicit the disclosure by a candidate of their personal information. CA ANZ subject outlines made available of CA ANZ's CA Program web page (at <https://www.charteredaccountantsanz.com/become-a-member/course-descriptions>) inform prospective and current candidates when their personal information may be the subject of a subject assignment or workshop discussion. Under the Health Information Acts, this would generally be considered a directly related secondary purpose within the reasonable expectations of the person. CA ANZ is committed to protecting the privacy of candidate personal information by putting in place processes to mitigate the misuse or unauthorised disclosure of a candidate's personal information.

#### **Privacy Office contact details**

Our [Privacy Policy](#) contains the contact details of our Privacy Officer / Data Protection Officer and information regarding your rights (including how to withdraw your consent, if applicable) and how you can seek to access and correct your information or raise a privacy concern with us and how it will be dealt with. This policy makes clear that CA ANZ will deal with your request within a reasonable time. CA ANZ may recover from you our reasonable cost of providing you with access. CA ANZ will take reasonable steps to ensure your personal information is accurate, complete and up to date.

If you have any questions or concerns about this Privacy Collection Statement, our [Privacy Policy](#) or how we handle your personal information, or complain about a breach of the Privacy Act please contact our Privacy Officer.

Privacy Officer/Data Protection Officer  
Chartered Accountants Australia and New Zealand  
33 Erskine Street  
Sydney NSW 2000  
P: 1300 137 322  
E: [privacy@charteredaccountantsanz.com](mailto:privacy@charteredaccountantsanz.com)

By completing the enrolment form, you consent to us using, disclosing and otherwise handling your information as set out above and in our [Privacy Policy](#).

#### **35. Disclaimer**

CA ANZ endeavours to deliver its CA Program and its programs of study and Mentored Practical Experience in accordance with the description set out on the CA ANZ website. CA ANZ makes every effort to ensure that the information contained on this site is accurate but it is possible that some changes will occur between the date of information being uploaded and the start of the academic period to which it relates, and users are encouraged to check for any updates or changes to the information published when researching and applying for the CA Program.

Although reasonable steps are taken to provide the CA Program and services described, CA ANZ cannot guarantee the provision of the program and services and may make variations to the contents or methods of delivery of courses, discontinue, merge or combine courses and

introduce courses if such action is reasonably considered to be necessary by CA ANZ. Such circumstances include (but are not limited to) regulatory accreditation requirements, lack of demand, departure of key staff, changes in legislation or Government policy, changes to CA ANZ regulation or By-Laws, withdrawal or reduction of funding or other circumstances beyond CA ANZ's reasonable control.

If CA ANZ varies all or any part of a CA Program course of study that may affect a candidate's ability to participate in the course CA ANZ will normally notify impacted enrolled candidates and where deemed by CA ANZ as appropriate may undertake a consultation process with any impacted enrolled candidates to seek to ensure that no candidate is unreasonably disadvantaged as a consequence of any such change.

Candidates who take a break in their CA Program course of study as permitted under CA ANZ Regulation CR5 Provisional Members should be aware they will be required to resume their course studies in the applicable current CA Program course as determined by CA ANZ at the time of their resuming their studies.

CA ANZ does not accept any liability for disruption to its provision of educational or other services caused by circumstances beyond its control, but CA ANZ will take all reasonable steps to minimise the resultant disruption to such services.

CA ANZ reserves the right to cancel or reschedule any subject workshop and to change the workshop facilitator(s), delivery method, venue(s), duration, and content.

In the event that a CA Program scheduled on-site examination or GradDipCA subject workshop is severely interrupted, for example due to government restrictions on gathering and movement, earthquake, flood, fire, or similar., any scheduled onsite examination will normally be conducted as online remote proctored examination and any scheduled onsite workshop will normally be conducted as an online workshop(s) on the scheduled date. Where CA ANZ is required to vary the published date of the scheduled examination or workshop candidates who do not wish to pursue their studies due to the schedule variation will be offered suitable alternate options to choose from.

In the unlikely event that CA ANZ ceases to provide its Graduate Diploma of Chartered Accounting course in which a CA Program candidate is currently enrolled, CA ANZ tuition assurance safeguards will apply. Refer to *Tuition Assurance Statement* published on the CA ANZ CA Program Policy page.

## 36. General

- (a) You acknowledge that:
  - i. CA ANZ is an Australian registered body corporate which is formed in Australia; and
  - ii. the members of CA ANZ are not liable for the debts and liabilities of CA ANZ.
- (b) You acknowledge that upon acceptance of CA ANZ's offer of admission into the CA Program through enrolment into and payment of your initial CA Program course fees these Candidate Enrolment Terms and Conditions become a legally binding contract between you and CA ANZ.
- (c) If a court determines that any provision of these Terms and Conditions are invalid or not enforceable, that provision shall be read down or severed to the extent of the invalidity or unenforceability only, without affecting the remaining provisions of these Terms and Conditions.
- (d) These Terms and Conditions are governed by, and are to be construed in accordance with, the laws of the country or state (as applicable) in which the CA Program is delivered. Each party submits to the non-exclusive jurisdiction of the courts in the country or state (as applicable) where the CA Program is delivered.

### 37. Marketing for residents of Australia and New Zealand

Unless you opt-out, you consent to us using and disclosing your personal information for promotional and marketing purposes. You can opt-out or change your marketing preferences at any time via the unsubscribe link at the bottom of an email communication or by contacting: [privacy@charteredaccountantsanz.com](mailto:privacy@charteredaccountantsanz.com) or by telephone (1300 137 322 in Australia, 0800 469 422 in New Zealand or +61 2 9290 5660 or +64 4 474 7840 if outside Australia or New Zealand).

<b>Document History</b>				
<b>Date Approved</b>	<b>Date Commencing</b>	<b>Summary of Changes</b>	<b>Version</b>	<b>Date Next Review</b>
1 November 2012	1 November 2012	Document establishment	1.0	November 2017
1 October 2018	1 October 2018	Changes made to incorporate flexible entry pathways	2.0	October 2020
18 November 2019	18 November 2019	Minor technical amendments to maintain currency	3.0	October 2020
23 April 2020	23 April 2020	Review and amended to provide further explanatory on CA Program rules. Reviewed by Legal.	4.0	April 2021
	27 April 2020	Minor technical amendments to maintain currency	4.1	April 2021
	15 June 2020	Minor technical amendments to maintain currency	4.2	April 2021
	5 August 2020	Minor technical amendments to maintain currency	4.3	April 2021
	17 December 2020	Minor technical amendments to maintain currency	4.4	April 2021
	15 February 2021	Minor technical amendments to maintain currency	4.5	April 2021
16 July 2021	26 July 2021	Review and amendment to maintain currency. Reviewed by Legal.	5.0	July 2022
	1 February 2022	Minor update to address typographical error	5.1	July 2022
6 June 2022	5 August 2022	Technical amendments to maintain currency, including with USI data collection requirements. Reviewed by Legal.	5.2	June 2026
	31 October 2022	Technical update to cross references in clause 18(a)	5.3	June 2026
	7 November 2022	Technical amendments to maintain business currency with changes to subject fee refunds in effect from Term 1 2023 enrolments.	5.4	June 2026
20 October 2022	7 February 2023	Review and amendment to maintain currency, including alignment with CA ANZ's requirements as an approved FEE-HELP provider under the HESA, and removal of terms relating to tuition fee refunds reflective of establishment of CA Program Candidate Course Fees, Refunds, Appeals and Review Policy and Procedure. Reviewed by Legal.	6.0	June 2026
	7 August 2023	Addition of clause 32(e) to maintain currency	6.1	June 2026