



CA PROGRAM

Candidate Enrolment Terms and Conditions

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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**)¹.

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 (see 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.
5. If you complete the "candidate assistance" component of the Disability Information section of your enrolment form, you are agreeing that you have read and accepted CA ANZ's Assistance for Candidates Policy as amended and published on CA ANZ's website from time to time.
6. 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.
7. You accept that CA ANZ may notify the following of your enrolment, progress and performance in the CA Program subjects²:
 - (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.

¹ 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.

² In these Terms the word 'subject' has the same meaning as 'module', 'unit', and 'unit of study' and these terms have the same meaning when used interchangeably.

8. You agree that CA ANZ may, at its sole discretion, retain the original of any subject assessment item submitted by you.
9. 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, 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](#).
10. You agree that you will notify CA ANZ promptly through your *Provisional Membership record* in the *My CA web portal* if any of your details change, including if you change employers and/or mentors.

11. **Mandatory Provisional Membership of CA ANZ**

You understand that entry into the CA Program and as a Provisional Member 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 can be found on CA ANZ's CA Program Pathway to Membership page (see www.charteredaccountantsanz.com/become-a-member/memberships/chartered-accountant).

12. **CA Program course fees**

- (a) The annual tuition fee for the Graduate Diploma of Chartered Accounting (**GradDipCA**) course of study in the CA Program can be found on www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment.
- (b) 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.
- (c) Fees are correct at the time of publication. CA ANZ reserves the right to vary its fees at any time.
- (d) Enrolled subject fees must be paid in full by the subject enrolment close date or the subject enrolment will be automatically cancelled.

13. **Course commencement and subject enrolment**

CA ANZ's CA Program currently delivers two versions of the GradDipCA course. These being the **current course** which is for candidates who commenced the course in or before Term 1 2021 and the **new course** which is open for enrolment for new and continuing candidates from mid-May 2021.

- (a) Admitted CA Program candidates commence their course enrolment and studies in CA ANZ's most current offering of the 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 of the subject(s).
- (c) The current course comprises of four technical modules and a final capstone module (each with an EFTSL = 0.2) and can be completed in one year of standard full-time study (EFTSL³ = 1.0) depending on the term of commencement. CA Program current course candidates 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 by enrolling in one module each term. Enrolment in up to two technical modules per Term is only permitted for candidates who have maintained satisfactory course progress. Candidates must complete the subject named 'Capstone' as their final subject enrolment and must have received their final technical subject results before the commencement date of their *Capstone* subject, unless otherwise advised on the [CA Program Timetable](#).

3 EFTSL means Equivalent Full-Time Study Load

- (d) The new 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 one study period the candidate must meet the published subject pre and/or co requisites to enrol in the subject. CA Program new course candidates enrolling in the new course 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 subject EFTSL, refer to the 'CA Program Information' brochure at <https://www.charteredaccountantsanz.com/become-a-member/apply-for-the-ca-program/ca-program-overview>.

14. **Late enrolment**

Late enrolment for the current course after the timetabled enrolment close date will be accepted up until close of business on the Thursday prior to a module's commencement.

Late enrolment for the new course after the timetabled enrolment close date and/or after a subject's commencement date is not permitted due of the shorter duration of the course subject(s).

In evidenced extenuating circumstances the CA Program General Manager (or their authorised 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, or a candidate transfers 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.

All candidates enrolling in a subject after its published enrolment close date will incur a late enrolment fee. In accepting these Terms you acknowledge the conditions of a late enrolment.

15. **Variations to subject workshop selection**

Candidates enrolled in current course Capstone module and candidates enrolled in the new course 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. An additional subject fee may apply if making a variation from an online workshop to an onsite workshop.

16. **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.

17. **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*⁴. See CA Program [Candidate Credit Arrangements Policy and Procedure](#) for further details.

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

18. 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.

19. Maximum time to completion

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 Chartered Accountant 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.

20. 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 12, 13, 14 and 15 above as applicable, and the variation is able to be administered in the *My Capability - Program* system at the time of seeking it. See CA Program timetable for census dates and enrolment close dates at www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment
- (b) Candidates varying or transferring to another subject as indicated at 20(a) will be required to pay any difference in enrolment fees. An administrative fee may be applied for transfers after commencement and before the census date – see the Schedule of Fees www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment
- (c) Where the original subject enrolment fee is higher than the enrolment fee for the new subject enrolment, the difference in fees will be refunded or offset against the administrative transfer fee.

21. Withdrawal and Refunds

If you have paid fees to CA ANZ for CA Program enrolment and subsequently wish to withdraw your enrolment, you will be subject to these Terms.

- (a) Notification of withdrawal from the CA Program and/or a CA Program subject must be made by logging in to the *My CA web portal*, going to *My Education* and submitting a *Subject Cancellation/Discontinuation* request through the *My Requests* feature.
- (b) You understand that if you lodge a request to withdraw from a CA Program subject:
 - i. **on or before the subject commencement date** you will be entitled to a full refund of any unspent subject fees paid for your currently enrolled subject which is yet to commence less an administration fee in Australia or New Zealand (such amounts representing CA ANZ's reasonable administrative costs) as set out in the Schedule of Fees www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment. You will not receive an academic penalty for the withdrawn subject and your withdrawn subject enrolment will not appear on your academic transcript;
 - ii. **on or before the subject Census Date** you will be entitled to a 70% refund of your subject fees paid for your currently enrolled withdrawn subject. You will not receive an academic penalty for the withdrawn subject and your withdrawn subject enrolment will not appear on your academic transcript;
 - iii. **after the Census Date and before attempting the final assessment/exam** for the subject, you remain financially liable for the subject fee. You will receive a

“Discontinued with Fail” or “Fail Withdrawn” grade, depending on your enrolled course⁵, for the subject on your academic transcript;

- iv. **after the Census Date and having attempted the final assessment/exam** for the subject, you remain financially liable for the subject fee. You will receive a “Fail” or “Fail Incomplete” grade, depending on your enrolled course⁵ for that subject which will appear on your academic transcript;
- v. if you are a candidate of the current course in teach out and completing your final technical module you can enrol in advance in the Capstone module to commence the Capstone module on the module commencement date, otherwise known as a ‘backstop enrolment’. You can only backstop enrol if your final technical result is due prior to the Capstone module census date. If you have not passed your technical module by the Capstone module census date, CA ANZ will automatically withdraw your Capstone enrolment. You will be entitled to a full refund of your paid Capstone module tuition fees and will not receive an academic penalty for the withdrawn Capstone module. Once your withdrawal is processed you will not be entitled to access the module materials or sit the module assessments. Backstop enrolment is not permitted for any subject in the new course as the subjects are offered more frequently.
- vi. As a result of administrative, third party and other costs incurred by CA ANZ, requests for refunds outside of the timeframes referred to in clauses 21(b)(ii-iv) of these Terms will only be considered in special circumstances and must be supported by medical or other substantiating documentation (see clause 21c of these terms).
- vii. As a result of administrative, third party and other costs incurred by CA ANZ, no refund is applicable for fees paid for alternate or supplementary exams⁶, administrative services (e.g. late enrolment, enrolment administration) and non-tuition related fees (e.g. purchased study guides, etc.), late enrolment

Payment of refunds

- viii. If you withdraw from a CA Program subject, your entitlement to a partial or full refund of the tuition fees paid for that subject will depend on the date of withdrawal as indicated at clause 21 (b)(i-iv) above.
- ix. As a result of administrative, third party and other costs incurred by CA ANZ, requests for refunds outside of the timeframes referred to in clause 21 (b)(i-ii) will only be considered in special circumstances and must be supported by medical or other substantiating documentation (see clause 21c of these terms).
- x. Any refund due (if applicable) will be paid to the original payee and in the original payment method (e.g. to the same credit card used for the original subject enrolment or, where a bulk enrolment code has been used for enrolment, paid directly to the organisation which issued the bulk enrolment code).
- xi. You understand that there is no option to defer, provide credit, or transfer subject refunds or registration to another provisional member.
- xii. In accepting these Terms, you acknowledge these conditions for withdrawals and refunds.

(c) Withdrawal post census date due to special circumstances

If you have withdrawn from a subject after the census date due to special circumstances which were beyond your control, you can apply for a subject fee refund and/or removal of your subject academic penalty.

To meet special circumstances, you need to show that what affected you meets all of the following:

- i. it was beyond your control; and

⁵ Refer to the course Grade Tables in Appendix A and B of the Candidate Assessment and Grading Policy and Procedure

⁶ Supplementary exams are a component only of the current course in teach out only and offered by CA ANZ only to eligible candidates.

- ii. it did not make the full impact on you until on or after the census date(s) of the subject(s); and
- iii. it made it not practicable for you to complete the subject(s).

You must provide supporting documentation with your application. CA ANZ must receive your application within 12 months of the date of your withdrawal from the subject(s).

- (d) You understand that if you withdraw from the CA Program:
- i. your registration as a CA Provisional member will be automatically resigned at the same time as your enrolment in the CA Program is withdrawn;
 - ii. you remain financially liable and will receive an academic penalty for any subject that you are currently enrolled if the census date for the subject has passed (see clause 19(b) of these Terms.
 - iii. If you withdraw from the CA Program you may be entitled for a refund for unspent or Provisional Membership fees. For further information see CA ANZ's webpage on "Ending your membership" at www.charteredaccountantsanz.com/member-services/manage-your-membership/ending-your-membership
22. For the purpose of these Terms, the "Census Date" is the date (to 11:59pm AEST on that date) for which a candidate may discontinue from the subject without incurring an academic penalty or a liability for the tuition fee, but may incur an administrative fee, and is set out in the timetable for each CA Program subject, which is available at:
www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment
23. Once you accept an offer of admission as a Provisional Member and CA Program candidate and pay fees an agreement has been created between you and CA ANZ.
24. **Deferment, Exclusion and Cancellation of CA Program enrolment**

Definitions

- Deferral – postponing the commencement of your course prior to course commencement.
 - Exclusion – postponing your enrolment during your course.
 - Cancellation – cessation of enrolment in the course.
- (a) A deferral, exclusion or cancellation of your enrolment can be initiated by yourself or by CA ANZ and depending on the time of the event may incur fee liabilities and academic penalties as noted at clauses 12 and 21 of these Terms.
- (b) Candidate initiated: Candidates may defer or exclude their enrolment in the CA Program without notification to CA ANZ but are solely responsible for ensuring they complete the CA Program within the maximum permitted time as outlined in clause 19 of these Terms.
- (c) CA ANZ initiated: 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, where applicable.
- (d) 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 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.

25. Your consent to disclosure

By submitting this enrolment form, you consent to CA ANZ using and disclosing your personal information in accordance with 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 *myProvisional 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 10 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](#).

26. 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; and
- (b) if CA ANZ receives a notification that a Bulk Enrolment Code has been revoked in accordance with clause 21(a) or 24(a) of these Terms, CA ANZ will notify you by email 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 liable for payment of that subject within 1 business day; or
 - ii. you may cancel your enrolment if you do not wish to pay for the subject fees provided you submit a Subject Cancellation/Discontinuation request via the CA ANZ website or give CA ANZ written notice by email.

27. You understand that by agreeing to participate in the CA Program current or new 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.

28. You understand that by agreeing to participate in the CA Program new 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.

29. **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 system⁷ 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.

30. **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 system⁷ 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.

31. **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 and new course GradDipCA 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

⁷ The Student Information System is known as 'My Capability – Program'. The Learning Management System for the current course is known as 'Blackboard' and for the new course 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.

32. 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.

33. 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 contact details in your my Provisional Membership record in the My CA web portal, 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) 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.

34. 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.

35. Privacy Collection Statement

When you enrol in the CA Program and CA Program subjects, CA ANZ collects your personal information such as your name, address and contact details (e.g. email address, phone numbers and postal address) in accordance with the [Privacy Policy](#). CA ANZ collects, uses and discloses this personal information about you in accordance with the [Privacy Policy and for the purpose of and](#) in connection to your enrolment in, and in the administration of, the CA Program and the CA Program subjects, and in respect of other educational and learning support opportunities that may be relevant to your status as a provisional member of CA ANZ.

The primary purpose of collecting your personal information is to facilitate delivery of the CA Program to you and other candidates enrolled in the CA Program 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).

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 the purposes of (i) evaluating the CA Program and/or performance of CA Program facilitators, (ii) identifying potential improvements, and (iii) enhancing any CA Program workshops.

If 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. In addition, if you do not 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.

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](#) which includes the location of those entities.

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 their GradDipCA course studies may be disclosed by CA ANZ to the Australian Government, including TEQSA, the Department of Education, 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, to the Department of Education, Skills and Employment and other Australian Education agencies for the purpose of administering tuition protection for domestic up-front paying domestic students as set out in the *Higher Education Up-front Payments Tuition Protection Privacy Notice* as amended and published on the Chartered Accountants Australia and New Zealand's (CA ANZ) website [CA Program's Policy page](#) from time to time.

We are permitted to process your information for the above purpose, by relying on one or more of the following lawful grounds: (a) you have explicitly agreed to us processing such information for a specific reason; (b) the processing is necessary to perform the agreement we have with you or to take steps to enter into an agreement with you; (c) the processing is necessary for us to comply with our legal obligations; or (d) the processing is necessary for our legitimate interests, which include: (i) collecting personal information to provide you with a smooth and efficient customer experience; (ii) to protect our business interests; (iii) to ensure that complaints are appropriately investigated; (iv) to evaluate, develop or improve our products and services; (v) to keep you informed of relevant products and services unless you indicate that you do not wish us to do so; (vi) to prevent fraud.

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 using the contact details 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.

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.

If you have any questions or concerns about this Privacy Collection Statement, our [Privacy Policy](#) or how we handle your personal information, 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

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](#).

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36. 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 new 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 workshops 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.

37. 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.

38. 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 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).

Document History				
Date Approved	Date Commencing	Summary of Changes	Version	Date Next Review
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 business currency	4.1	April 2021
	15 June 2020	Minor technical amendments to maintain business currency	4.2	April 2021
	5 August 2020	Minor technical amendments to maintain business currency	4.3	April 2021
	17 December 2020	Minor technical amendments to maintain business currency	4.4	April 2021
	15 February 2021	Minor technical amendments to maintain business currency	4.5	April 2021
16 July 2021	26 July 2021	Reviewed and amended to maintain business currency. Reviewed by Legal.	5.0	July 2022
16 July 2021	1 February 2022	Minor update to address typographical error	5.1	July 2022