

# CA Foundations Enrolment Terms and Conditions

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These enrolment terms and conditions govern Chartered Accountants Australia and New Zealand ABN 50 084 642 571 (**CA ANZ**) and each individual enrolled in one or more CA Foundations units and/or CA Foundations exam-only(**Program**).

These enrolment terms and conditions include:

1. the terms and conditions set out in this document; and
2. CA ANZ' Privacy Collection Statement (set out below); and
3. if applicable, the Additional Provisions for EU and UK data subjects (set out below); and
4. the CA ANZ Privacy Policy (available at <https://www.charteredaccountantsanz.com/privacy-policy>).

**(together, the Terms).**

By ticking the consent box on the CA ANZ platform relating to these Terms You (**or, the Enrolee**) acknowledge that you have read, understood, and agree to be bound by the Terms.

1. You declare that the information provided in your enrolment form is true and correct.
2. You agree to have your personal contact details and enrolment details including any requests for exam special provisions forwarded to an approved external learning provider (including their providers) (**External Service Providers**) engaged by CA ANZ to deliver the Program content and assessment.
3. You accept that you will be required to undertake remote invigilated online exams as part of your Program assessment that are proctored by External Service Providers and acknowledge that this will require you to consent to the collection of your personal information through the External Service Provider(s).
4. You agree to abide by the learning and assessment policies and procedures published by the External Service Providers delivering your enrolled CA Foundations unit as amended from time to time including, but not limited to the regulation, codes and procedures concerning examination,

academic integrity, conduct and privacy.<sup>1</sup>

5. You accept that CA ANZ will be notified of your progress and results in all Program units and/or exams by an approved external learning provider engaged by CA ANZ.
6. You accept that CA ANZ may notify the following details of your enrolment, progress and performance in the Program units and/or exams to:
  - i. the organisation appearing in CA ANZ's records as your employer; and
  - ii. the individual appearing in CA ANZ's records as your mentor.
7. You agree that you will notify CA ANZ promptly through the [MyCA web portal](#) if any of your details change, including if you change employers and/or mentors.
8. You accept that CA ANZ will review these Terms from time to time and that the most recently published version will apply to all new and continuing Program enrolees from the stated effective date. The current version of the Terms is published on CA ANZ website at <https://www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant/ca-foundations>
9. Enrolment
  - i. Enrolment into the Program full units and/or exams-only will be open online continuously, enabling eligible individuals to commence their full unit studies at any time and sit their exams in any one of six exam periods per year. A current Program exam schedule is available at: [www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant/ca-foundations](http://www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant/ca-foundations)
  - ii. Individuals can enrol in as many Program units and/or exams-only concurrently as they wish depending on their other commitments. Individuals who are working and studying the Program part-time normally study a maximum of one or two units at a time.
  - iii. Full unit Enrolees are deemed to be enrolled once they have lodged an online enrolment form and full fee payment for the Program's full unit is received by CA ANZ. Full unit Enrolees will be provided access to the online unit learning materials for a maximum 12 months from the enrolment date and are eligible to sit their final exam in any one exam session that falls within this 12-month timeframe.
  - iv. Exam only Enrolees are deemed to be enrolled once they have lodged an online enrolment form and full fee payment for the Program's exam only is received by CA ANZ. Exam only Enrolees will be automatically allocated to the exam session that is open for registration at the time of their enrolment. Exam only Enrolees will not be provided access to the online learning materials. A current Program exam schedule is available at: [www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant/ca-foundations](http://www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant/ca-foundations)
10. Fees
  - i. The current fee rates for Program full units and exam-only enrolment can be found in the CA Foundations Overview and Timetable available to download from

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1 In respect to CA Foundations units delivered by CA ANZ's External Service Provider, Deakin University, CA Enrolees are required to comply with the exam preparation requirements, Academic Integrity Policy, and Student Code of Conduct provided in the Deakin Business School CA Foundations Hub and also available at <https://policy.deakin.edu.au/> and to refrain from any behaviours defined in Vice-Chancellor's Regulations.

[www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant/ca-foundations](http://www.charteredaccountantsanz.com/become-a-member/entry-requirements/chartered-accountant/ca-foundations)

- ii. CA ANZ may vary (including increasing) Program fee rates by notification to Enrolees of the fee variation displayed on the CA ANZ website. Any variation to CA ANZ fees will be notified on the CA ANZ website upon at least 3 months prior notice before the fee variation is effective. As a Program Enrolee, you are responsible to pay for any varied fees in each year of study. If you do not agree to pay the varied fees you are not required to re-enrol in the Program.
- iii. Fees are correct at the time of publication on the [CA ANZ website](#). CA ANZ reserves the right to vary its fees at any time. Liability for any increase in fees only applies at the time of enrolment in a study year.
- iv. Fees must be paid in full at the time of online enrolment for a Program full unit or exam only, otherwise the enrolment will be automatically cancelled.

## 11. Transfers and Withdrawals

To the extent permitted by law:

- i. you agree that upon confirmation of your enrolment in the Program, you are not entitled to a refund of fees or transfer to a different CA ANZ program for change of mind. To enable CA ANZ to offer rolling enrolment intake to you, CA ANZ incurs administrative, third party and other costs upon confirmation of your enrolment. For the avoidance of doubt, CA ANZ does not offer refunds in circumstances where an Enrolee changes their mind about enrolment or participation in the Program.
- ii. you may withdraw your Program enrolment without refund by submitting an email request to [foundations@charteredaccountantsanz.com](mailto:foundations@charteredaccountantsanz.com)
- iii. there is no option to provide credit, or transfer Program enrolments to another individual.

## 12. Deferrals and Extensions

- i. Except as set out in this clause 12, full unit Enrolee access to the Program's learning materials per unit will not extend beyond 12 months from the date of enrolment in that unit. An Enrolee who requires access to Program learning materials for an additional 12-month period will be permitted to re-enrol at the then current fee rate if he or she has made satisfactory academic progress (refer to clause 13 for the definition of 'satisfactory academic progress').
- ii. An Enrolee may request a deferral of an examination that he or she is scheduled to attend based on extenuating circumstances. Extenuating circumstances must be supported by medical or other documentation acceptable to CA ANZ and be approved by the Program's external learning provider(s) engaged by CA ANZ. Extenuating circumstances may be established where relevant circumstances are:
  - a. beyond the Enrolee's reasonable control; and
  - b. must apply on or after the exam registration close date; and
  - c. make it impracticable for the Enrolee to complete their exam.
- iii. Where extenuating circumstances are proven in accordance with the requirements specified at clause 12 ii, CAANZ may approve a maximum of two (2) exam deferral requests per unit enrolment to other exam sessions that fall within the Enrolee's 12-month study period for that unit.
- iv. Where extenuating circumstances are proven in accordance with the requirements specified at clause 12 ii, and apply for a period beyond the Enrolee's 12 month study period for a unit, CA ANZ may approve a maximum of two (2) exam deferral requests per unit enrolment to other exam sessions that fall outside the Enrolee's 12 month study period for that unit.

- v. An Enrollee who attends their registered exam is not entitled to request deferral of their exam, after the fact, on the basis of extenuating circumstances.

### 13. Academic Progress and repeating failed units and/or exams-only

- i. To be eligible to continue in the Program, an Enrollee must make 'satisfactory academic progress.' An Enrollee fails to make satisfactory academic progress if he or she:
  - a. fails the final exam for the same Program unit three (3) times over any period of time.  
or
  - b. fails a total of six (6) final exams across all their attempted Program units over any time period.
- ii. Should you be eligible and elect to repeat a failed Program unit, you must re-enrol in the full unit or exam only and the full fee at the time of re-enrolment is payable.
- iii. CA ANZ reserves the right to make exceptions to academic progress requirements in consultation with the Program's external learning provider.

### 14. Period of result validity

A pass result for a Programs unit or exam-only remains valid for entry to the CA Program for a maximum period of 5 years from result release date.

### 15. Other terms

- i. You are expected to participate in all learning, assessment and examination requirements related to your Program enrolment.
- ii. It is your responsibility to complete all requirements associated with enrolment, assessment and study progression in compliance with relevant policies and procedures notified by CA ANZ's [external learning provider on their website](#) and by CA ANZ on the [CA ANZ Program website](#).
- iii. You understand that the primary form of communication between CA ANZ and you regarding your Program enrolment will be electronic, via the email address and SMS mobile contact details you provide as your primary contact details in your record in the [My CA web portal](#). You are responsible for updating your contact details if your details change and for maintaining correct contact details on the [My CA web portal](#). You acknowledge that as a Program Enrollee you are responsible for regularly checking your advised email account. Notices sent to your advised email account will be deemed to be delivered at the time the email left CA ANZ' email system, unless CA ANZ receives notification that the email was not received by you. Notices sent by SMS to your advised mobile contact number will be deemed to have been received by you at the time sent by CA ANZ unless CA ANZ receives a failed delivery message.
- iv. You and CA ANZ agree to comply with any Australian and New Zealand laws that apply to your enrolment, participation, and CA ANZ' provision of the Program for the duration of your participation in the Program.

### 16. Variations and Disruptions to the Program

- i. If CA ANZ substantially varies all or any part of the Program's course of study such as to adversely impact an Enrollee, CA ANZ agrees to undertake a consultation process with that Enrollee to mitigate the effect of that adverse impact.
- ii. CA ANZ does not accept any liability for disruption to its provision of the Program caused by circumstances beyond its control, but CA ANZ will take all reasonable steps to minimise the resultant disruption to the Program.

## 17. Consumer Rights

Any exclusions or limitations set out in these Terms do not apply to the extent that the same may not be limited as a matter of applicable law, including any rights that the Enrollee may have under the Competition and Consumer Act 2020 (Cth), the Fair Trading Act 1986 (NZ) or any other applicable laws that may not be excluded, restricted or modified by agreement.

## 18. General

- i. You acknowledge that:
  - a. CA ANZ is an Australian registered body corporate which is formed in Australia; and
  - b. the members of CA ANZ are not liable for the debts and liabilities of CA ANZ.
- ii. You acknowledge that once your Program enrolment is confirmed these Terms constitute a legally binding contract between you and CA ANZ.
- iii. If a court determines that any provision of these Terms is 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.
- iv. These Terms are governed by and are to be construed in accordance with the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts in New South Wales, Australia.

## 19. Complaints

If you have a complaint, please refer to CA ANZ's Complaint Process at <https://www.charteredaccountantsanz.com/about-us/complaints>. These Terms, and the right to make complaints and seek appeals of decisions and action under various processes, do not affect the rights of the Enrollee to act under the Australian Consumer Law if the Australian Consumer Law applies or any other applicable laws that apply.

## Privacy Collection Statement

### 1. About this Statement

- i. This Privacy Collection Statement contains details about how CA ANZ (we, us, our) including our subsidiaries and controlled entities may collect, hold, use and disclose the personal information you have provided to us in connection with your enrolment and participation in a Program unit and/or exam. Your personal information will also be collected, used, held and disclosed as set out in the CA ANZ Privacy Policy, available at <https://www.charteredaccountantsanz.com/privacy-policy>.
- ii. By enrolling and participating in a Program unit and/or exam you consent to CA ANZ collecting, using, holding and disclosing your personal information in accordance with CA ANZ' Privacy Policy.

### 2. What personal information does CA ANZ collect?

- i. When you enrol and participate in a Program unit and/or exam, CA ANZ collects your personal information such as your name, contact details (e.g. email address, phone numbers, postal address), employer details, job titles, educational history, course preferences, course results and other kinds of personal information as set out in CA ANZ's Privacy Policy. CA ANZ may combine personal information that we have already collected from you or that has been provided by our third party service providers (such as course results) with the personal information that we collect from you for the purposes of your enrolment and participation in the

Program unit and/or exam.

- ii. CA ANZ may also collect personal information about your health and any other sensitive information, to the extent that it is reasonably necessary to administer and process your enrolment application and participation in a Program unit and/or exam. For example, CA ANZ may collect your health information when you request a deferral of examination based on medical grounds.
  - iii. CA ANZ' third party External Service Providers also collect your photographic identification, image, voice, chat and recordings of you and your computer screen on CA ANZ' behalf. For example, recordings of you and your computer screen are collected whilst you undertake remote invigilated online exams that are proctored by External Service Providers.
  - iv. If you do not provide your personal information to CA ANZ (including our External Service Providers), we may be unable to process your enrolment and you may be unable to participate in a Program unit and/or exam.
  - v. If you request to be anonymous, or use a pseudonym, CA ANZ may be unable to process your enrolment and you may be unable to participate in a Program unit and/or exam.
  - vi. If you do not provide CA ANZ with your personal information or you wish to remain anonymous or use a pseudonym you may contact us at [privacy@charteredaccountantsanz.com](mailto:privacy@charteredaccountantsanz.com).
- 3. How does CA ANZ collect personal information about you?**
- i. CA ANZ collects your personal information directly from you when you enrol in a Program unit and/or exam, and from our External Service Providers when you participate in a Program unit and/or exam. CA ANZ may also collect your personal information as set out in our Privacy Policy.
  - ii. The primary purposes for which CA ANZ collects your personal information is to:
    - d. process your entry into a Program unit and/or exam; and
    - e. administer a Program unit and/or exam.
  - iii. You agree that we may also use your personal information for related secondary purposes including to:
    - a. evaluate and improve a Program unit and/or exam;
    - b. notify you of CA Foundation Program events we think that you may be interested in;
    - c. offer you with products and services; and
    - d. otherwise communicate with you.

**4. Withdrawing your consent**

- i. Where you have consented to our processing of your personal information (including any sensitive personal information) you may withdraw such consent at any time, by contacting us using the contact details in our [Privacy Policy](#) at [privacy@charteredaccountantsanz.com](mailto:privacy@charteredaccountantsanz.com).
- ii. Notwithstanding your request to withdraw consent to our processing of your personal information, in certain circumstances it may still be lawful for us to continue processing your personal information on another legal bases.

**5. Use and disclosure of your personal information**

- i. You consent to CA ANZ using and disclosing your personal information in accordance with our 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 your primary employer in your record in the [MyCA 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 your primary mentor in your submitted practical experience agreement and which can be updated via your [MyCA web portal](#) which you are responsible for maintaining;
  - c. approved external learning providers (including External Service Providers) to deliver Program content and assessment; and
  - d. CA ANZ employees, agents, contractors, and third party service providers (such as third-party platform providers).
- ii. Personal information in relation to your Program progress 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:
    - a. 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 enrolment;
    - b. email, phone, online and face-to-face correspondence;
    - c. your contact details; and
    - d. your fee payment status.
  - iii. You also acknowledge that 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 our Privacy Policy.
  - iv. It is likely that your personal information will be disclosed to overseas recipients outside of your country of residence in accordance with our Privacy Policy. The recipients of such personal information are likely to be located in Australia, Canada, United States, UK and other countries.

## 6. Privacy Officer Contact information

- i. Our [Privacy Policy](#) contains the contact details of our Privacy Officer and personal information regarding your rights (including how to withdraw your consent, if applicable) how you can seek to access and correct your personal information or raise a privacy concern with us and how your privacy concern will be dealt with.
- ii. You may contact our Privacy Officer using the below personal information:

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)

## 7. Disclaimer

CA ANZ makes every effort to ensure that the personal information that you provide to CA ANZ is accurate. If your personal information changes after you enrol in the Program you must update your personal information as soon as possible via your [MyCA account web portal](#).

## Additional Provisions for EU and UK data subjects

The following additional provisions apply to you if the (EU) 2016/679 General Data Protection Regulation or Data Protection Act 2018 (UK) applies to you (GDPR). GDPR will apply to you if you are or become a resident of the United Kingdom, the member states of the EU, Norway, Iceland and Liechtenstein (EU data subjects).

Lawful grounds: Under the GDPR, we are permitted to process your personal information for the purposes described above, by relying on one or more of the following lawful grounds: (a) you have explicitly agreed that we may process your personal 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 obligation; or (d) the processing is necessary for our legitimate interests, which include: (i) to protect our business interests; (ii) to ensure that complaints, including complaints about member conduct, are appropriately investigated; (iii) to evaluate, develop or improve our products and services; or (iv) to keep our members informed of relevant products and services, unless you indicate that you do not wish us to do so. We generally rely on your specific consent to process special categories of personal data (i.e., 'sensitive personal information'). However, in some cases (for example, relating to an alleged offence), we may need to use some of that personal information to comply with our legal obligations.

Withdrawing your consent: Where you have consented to our processing of your personal information (including special categories of personal data) you may withdraw your consent at any time. To do so, contact us using the details set out in our [Privacy Policy](#). In some cases, we may lawfully continue to process your personal information even after you withdraw your consent, by relying on the legal bases described above. Other important information such as information about transferring your personal data outside the European Economic Area, your specific GDPR rights over your personal data and how and when we retain and destroy your personal data is explained in our [Privacy Policy](#).

#### Version history

Approved Date	Effective Date	Change History	Version	Next Review Date
May 2021	5 July 2021	Document established	1.0	May 2024
5 April 2024	5 April 2024	Review, including CA ANZ legal review, transition to new template, and minor updates to maintain business currency.	2.0	April 2027