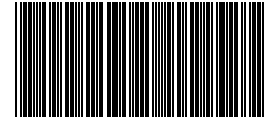




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D00023N0BT

Form 3A/B UCPR 6.2

STATEMENT OF CLAIM

COURT DETAILS

Court	Supreme Court of NSW
Division	Common Law
List	Common Law General
Registry	Supreme Court Sydney
Case number	2025/00060605

TITLE OF PROCEEDINGS

First Plaintiff	Andreas Sklavos
First Defendant	THE UNIVERSITY OF NEWCASTLE ABN 15736576735

FILING DETAILS

Filed for	Plaintiff[s]
Legal representative	Dukos Myrteza
Legal representative reference	
Telephone	1300287529

NOTICE OF LISTING

This matter has been listed for Directions (Common Law Registrar) at Supreme Court Sydney on 4 April 2025 at 09:00 AM.

AFFIDAVIT

Deponent Name	Andreas Sklavos
Sworn/Affirmed on	13 February 2025

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Statement of Claim (e-Services), along with any other documents listed below, were filed by the Court.

Statement of Claim (UCPR 3A/3B) (Statement of Claim - Sklavos v UON 13.02.2025.pdf)

[attach.]

Form 3A (version 7)
UCPR 6.2

STATEMENT OF CLAIM

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Common Law
List	Representative Proceedings
Registry	Sydney
Case number	

TITLE OF PROCEEDINGS

Plaintiff	ANDREAS SKLAVOS
Defendant	UNIVERSITY OF NEWCASTLE

FILING DETAILS

Filed for	Andreas Sklavos, Plaintiff
Legal representative	Australian Law Partners
Legal representative reference	245424
Contact name and telephone	D. Myrteza LLM (Hons), 1300 287 529
Contact email	dmyrteza@australianlawpartners.com.au

TYPE OF CLAIM

Misleading or Deceptive Conduct – Torts – Negligence – Breach of Contract – Representative Proceeding

RELIEF CLAIMED

- 1 A declaration that the Defendant has engaged in misleading or deceptive conduct, and thereby contravened s 18 of the Australian Consumer Law (**ACL**).
- 2 Statutory compensation pursuant to ss 236 and 237 of the ACL.
- 3 Damages at common law, including aggravated damages.
- 4 Interest pursuant to s 100 of the *Civil Procedure Act 2005* (NSW).
- 5 Costs.
- 6 Such further orders as the Court thinks fit.

PLEADINGS AND PARTICULARS

The Plaintiff and Group Members rely upon the following facts and assertions:

A. THE PLAINTIFF AND GROUP MEMBERS

- 1 The Plaintiff is a natural person and capable of suing.
- 2 The Plaintiff commences these proceedings as representative proceedings under Part 10 of the *Civil Procedure Act 2005* (NSW) on his own behalf and on behalf of persons (**Group Members**) who:
 - a. enrolled in the Bachelor of Medical Engineering (Honours) (**BME**) course of study provided by the Defendant at any time in the period 1 November 2017 to 31 July 2019 (**Relevant Period**); and
 - b. have suffered loss or damage by reason of the matters alleged in this statement of claim.
- 3 As at the date of commencement of this proceeding, there are seven or more Group Members who have claims against the Defendant as pleaded in this statement of claim.

B. THE DEFENDANT

- 4 The Defendant is and was at all material times:
 - a. a body corporate established under s 5 of the *University of Newcastle Act 1989* (NSW) (**UON Act**) and capable of being sued;
 - b. a university established under the UON Act offering education to students who enrol in courses offered by it, including the BME;

- c. by s 6 of the UON Act, had the object and function of providing and commercially exploiting courses of study across a range of fields, including the field of engineering;
 - d. in offering courses of study to students (including the BME), engaged in trade or commerce within the meaning of s 18 of the ACL, as applicable pursuant to s 131 of the *Competition and Consumer Act 2010* (Cth) and s 28 of the *Fair Trading Act 1987* (NSW); and
 - e. a registered higher education provider under the *Tertiary Education Quality and Standards Agency Act 2011* (Cth) (**TEQSA Act**).
- 5 Pursuant to the TEQSA Act the Defendant was required to ensure that it complied with threshold standards made by the Minister by legislative instrument (pursuant to s 58 of the TEQSA Act) for the purpose of its continued registration as a registered higher education provider (**Threshold Standards**).
- 6 The Threshold Standards made by the Minister pursuant to s 58 of the TEQSA Act and applicable in the Relevant Period were the *Higher Education Standards Framework (Threshold Standards) 2015* which relevantly:
- a. required:
 - i. by section 3.1.5, that where professional accreditation of a course of study is required for graduates to be eligible to practise, the course of study is accredited and continues to be accredited by the relevant professional body;
 - ii. by section 7.1.1, that representation of the higher education provider, its educational offerings and charges, whether directly or through agents or other parties, is accurate and not misleading;
 - iii. by section 7.1.2, that courses or units of study that are offered or intended to be offered are not described as accredited, whether by TEQSA or by a professional accreditation body for the purposes of registration to practise, until such accreditation has been obtained; and
 - b. provided, by section 7.1.5, that representations, whether expressed or implied, about the outcomes associated with undertaking a course of study, eligibility for acceptance into another course of study, employment outcomes or possible migration outcomes are not false or misleading.

C. THE ENGINEERING ACCREDITATION FRAMEWORK

- 7 At all material times, the Washington Accord provided a framework for signatories to that accord recognising the substantial equivalence of engineering academic programmes, including engineering courses of study in Australia, in satisfying the academic requirements for the practice of engineering at a professional level.
- 8 The Institute of Engineers, Australia (**Engineers Australia**) is and was at all material times:
- a. the national Australian professional body for engineers; and
 - b. a signatory to the Washington Accord.
- 9 From time to time, Engineers Australia accredited Australian courses of study in the field of engineering under the Washington Accord (hereafter referred to as an **Accredited Course**).
- 10 Under the Washington Accord, each signatory was bound to:
- a. mutually recognise an Accredited Course; and
 - b. make every reasonable effort to ensure that the bodies responsible for registering or licensing professional engineers to practice in its country or territory accept the substantial equivalence of each Accredited Course.

Particulars

- i. Washington Accord, cls 1 and 2.
- 11 At all material times, Engineers Australia required that an eligible graduate applicant for membership of the body:
- a. hold an Accredited Course; or
 - b. in the event the applicant held a course of study in the field of engineering that was not an Accredited Course, had satisfactorily completed a Stage 1 Competency Assessment with Engineers Australia.

Particulars

- i. Engineers Australia, By-Laws, cl 4.
 - ii. Engineers Australia, Stage 1 Competency – Guide to Eligibility for Membership dated November 2019.
- 12 In the premises, in circumstances where the Plaintiff or Group Members did not hold an Accredited Course, they:

- a. would not be eligible to become a member of Engineers Australia without satisfactorily completing a Stage 1 Competency Assessment; and
- b. would be unable to, or in the alternative, materially disadvantaged in, applying for employment as a professional engineer in Australia and overseas.

D. THE REPRESENTATIONS

- 13 From about early 2017, the Defendant began promoting the BME for intake of prospective students in the first semester of 2018.
- 14 From in or about July 2017 to July 2019, the Defendant represented in promotional materials that were published to current and prospective students that the BME:
- a. was an Accredited Course (**BME Accreditation Representation**);
 - b. qualified a graduate for employment as an accredited engineer in Australia without any further qualification (**BME Career Ready Representation**); and
 - c. qualified a graduate for employment as an engineer in Canada, Hong Kong, India, Ireland, Japan, Korea, Malaysia, New Zealand, Russia, Turkey, the United Kingdom, and the USA without any further qualification and/or qualified graduates with international recognition through Engineers Australia (**BME Overseas Employment Representation**).

(together, the **BME Express Representations**)

Particulars

- i. The representations were in writing and published in the BME 2018 Student Handbook and on the webpage for the BME at www.newcastle.edu.au/degrees/bachelor-of-medical-engineering-honours (together, the **BME Promotional Materials**).
- 15 Each of the BME Express Representations was a continuing representation which the Defendant maintained and did not qualify or withdraw until at least July 2019.

E. THE BME WAS NOT ACCREDITED

- 16 As at July 2017, and at all material times thereafter the BME was not an Accredited Course.

Particulars

- i. In July 2019, the Defendant admitted to the Plaintiff and some or all Group Members that the BME was not an Accredited Course, by sending a letter dated 26 July 2019 acknowledging that the BME was not an Accredited Course and holding a student meeting on 31 July 2019 in the Life Sciences Theatre to discuss same.

- 17 By reason of the matters pleaded in paragraph 16, a student who enrolled in the BME would not, upon graduation:
- a. be qualified for employment as an accredited engineer in Australia without any further qualification; or
 - b. be qualified for employment as an engineer in Canada, Hong Kong, India, Ireland, Japan, Korea, Malaysia, New Zealand, Russia, Turkey, the United Kingdom, and the USA without any further qualification.

F. THE LEGITIMATE EXPECTATIONS OF STUDENTS, AND WHAT THE DEFENDANT KNEW OR OUGHT TO HAVE KNOWN

- 18 In enrolling in the BME, students and prospective students in the position of the Plaintiff and Group Members expected, and were reasonably entitled to expect, that the Defendant would disclose to them any facts or matters within its knowledge, or which ought reasonably to have been within its knowledge and which:
- a. rendered the BME Express Representations (or any of them) untrue or unlikely to be fulfilled;
 - b. called for some qualification to be attached to the BME Express Representations (or any of them); and/or
 - c. called for the timely and effective correction of the BME Promotional Materials which conveyed the BME Express Representations (or any of them).
- 19 The Defendant at all material times prior to enrolling students in the BME, knew, or ought to have known, that:
- a. it was required to ensure that any representation made by it was accurate and not misleading;
 - b. it was not permitted to describe the BME as an Accredited Course, until such accreditation had been conferred; and

- c. it was not permitted to make false or misleading representations about the outcomes associated with undertaking the BME which depended upon its accreditation, including employment outcomes and overseas professional recognition.

Particulars

- i. The knowledge of the Defendant is to be inferred from the fact that the Defendant did not, obtain accreditation, for the BME.

20 Further, the Defendant at all material times prior to enrolling students in the BME, knew, or ought reasonably to have known, that if it represented that the BME was an Accredited Course when it was not, there was a substantial risk that students or prospective students (including the Plaintiff and Group Members):

- a. would enrol in the BME contrary to their interests;
- b. would not graduate with an Accredited Course;
- c. would not be eligible to be a graduate member of Engineers Australia without satisfactorily completing a Stage 1 Competency Assessment;
- d. would be unable, or in the alternative, materially disadvantaged in, applying for employment as a professional engineer in Australia and overseas; and
- e. would incur loss and damage as a result.

21 The Defendant:

- a. actually knew prior to the Plaintiff and Group Members enrolling in the BME and at all material times, that the BME was not an Accredited Course; or

Particulars

- i. The knowledge of the Defendant is to be inferred from the fact that on 18 December 2020 the staff for the Defendant confirmed by email that the BME Promotional Material contained error(s) as to the BME's Accredited Course status.
- b. alternatively, ought reasonably to have known prior to the Plaintiff and Group Members enrolling in the BME and at all material times, that the BME was not an Accredited Course.

Particulars

- i. The Defendant ought to have known this from the fact that it had not received confirmation of accreditation of the BME.

- 22 The Defendant at no time prior to July 2019 informed students and prospective students (or the Plaintiff and Group Members) that the BME was not an Accredited Course (**BME Silence**).
- 23 Further, or alternatively, by reason of the matters pleaded in paragraphs 18 to 20 and/or 21a) and 22, the Defendant represented to the Plaintiff and Group Members that there were no facts or matters which were reasonably known to it which:
- a. rendered the BME Express Representations untrue or unlikely to be fulfilled;
 - b. called for some qualification to be attached to or withdrawal to be made in respect of the BME Express Representations;
 - c. called for disclosure of the possibility that the BME Express Representations may not be fulfilled; or
 - d. warranted any correction of the BME Promotional Materials.
- (together, the **BME Silence Representations**)

G. MISLEADING OR DECEPTIVE CONDUCT

G1. The BME Express Representations

- 24 By reason of the matters pleaded in paragraphs 16 to 17, each of the BME Express Representations was misleading or deceptive or likely to mislead or deceive in that at the time the representations were made:
- a. in respect of the BME Accreditation Representation, it was untrue;
 - b. in respect of the BME Career Ready Representation, it was untrue and/or the BME did not, and was unlikely to, meet the employment requirements of prospective employers in Australia until the satisfactory completion by the Plaintiff and Group Members of the Stage 1 Competency Assessment; and
 - c. in respect of the BME Overseas Employment Representation, it was untrue and/or signatories to the Washington Accord did not mutually recognise the BME and it was unlikely to meet the employment requirements of prospective employers overseas until the satisfactory completion of the Stage 1 Competency Assessment.

Particulars

- i. Each of the BME Career Ready Representation and the BME Overseas Employment Representation was a representation as to future matters, and s 4 of the ACL is relied on by the Plaintiff.
- ii. Further particulars will be provided following the service of expert evidence.

25 Further, or alternatively, each of the BME Express Representations was misleading or deceptive or likely to mislead or deceive in that at the time the representations were made the Defendant did not have reasonable grounds for the BME Express Representations.

Particulars

- i. Paragraphs 16 to 17, and subparagraphs 24a) to 24c) are repeated.
- ii. The BME Career Ready Representation and the BME Overseas Employment Representation were representations as to future matters.
- iii. Further particulars will be provided following the service of expert evidence.

G2. The BME Silence

26 Further, by reason of the matters pleaded in paragraphs 13 to 20 and/or 21, in engaging in the BME Silence, the Defendant engaged in conduct which was misleading or deceptive or likely to mislead or deceive.

G3. The BME Silence Representations

27 Further, by reason of the matters pleaded in paragraphs 13 to 20 and/or 21 the BME Silence Representations were misleading or deceptive or likely to mislead or deceive in that at the time the representations were made, they were untrue in that facts or matters were known to the Defendant which:

- a. rendered the BME Express Representations untrue or unlikely to be fulfilled;
- b. called for some qualification to be attached to or withdrawal to be made in respect of the BME Express Representations;
- c. called for disclosure of the possibility that the BME Express Representations may not be fulfilled; or
- d. warranted any correction of the BME Promotional Materials.

- 28 Further, or alternatively, the BME Silence Representations were misleading or deceptive or likely to mislead or deceive in that at the time the representations were made the Defendant did not have reasonable grounds for making them.

Particulars

- i. Paragraphs 13 to 20 and/or 21 are repeated.
- ii. Further particulars will be provided following the service of expert evidence.

G4. Contravening Conduct

- 29 By making, maintaining, and failing to correct or qualify the BME Express Representations and the BME Silence Representations, and by engaging in the BME Silence, the Defendant engaged in conduct in trade or commerce.

- 30 In the premises, the Defendant contravened s 18 of the ACL by:

- a. making and maintaining the BME Express Representations;
- b. engaging in the BME Silence; and/or
- c. making and maintaining the BME Silence Representations,

each being **BME Misleading or Deceptive Conduct**.

H. NEGLIGENCE

H1. Duty of care and risk of harm

- 31 The Defendant owed students or prospective students in the position of the Plaintiff and Group Members a duty of care to:

- a. exercise all due care, skill, and diligence in offering the BME;
- b. to take care when making the BME Express Representations and BME Silence Representations;
- c. to ensure that the degrees for which the Plaintiff and each of the Group Members were admitted were, and continued to be, accredited or, in the alternative, would provide the Plaintiff and each of the Group Members with the Accredited Course to enable them to become Qualified Engineers upon graduation from the BME; and
- d. to advise the Plaintiff and the Group Members as to any matters about degree courses that would impact on their ability to use the BME following graduation.

32 The Defendant owed the duty of care pleaded in paragraph 31 to the Plaintiff and Group Members because:

- a. by offering the BME and issuing the BME Promotional Material, the Defendant assumed responsibility for providing correct information to prospective students including the Plaintiff and Group Members, and it assumed responsibility for the BME Express Representations and the BME Silence Representations;
- b. the correctness of the BME Express Representations and/or BME Silence Representations were facts peculiarly within the knowledge of the Defendant and it was not reasonable to expect the Plaintiff and Group Members to verify those matters independently;
- c. the Plaintiff and the Group Members were vulnerable to any conduct of the Defendant in the provision of the BME, and the making of the BME Express Representations and BME Silence Representations in that:
 - i. the Plaintiff and Group Members were likely to, and did, assume the correctness of one or more of the BME Express Representations and/or the BME Silence Representations to enrol in the BME;
 - ii. the Plaintiff and the Group Members were likely to, and did, want to advance their careers and were likely to be influenced by the Defendant, as a university, offering to provide the BME;
 - iii. there was a substantial risk that in the absence of the Defendant taking reasonable care in the provision of the BME, and in the making of the BME Express Representations and BME Silence Representations the Plaintiff and Group Members would suffer harm (and subparagraphs 33(a) to (e) are repeated); and
- d. the Defendant was required to comply with Threshold Standards in its dealings with the Plaintiff and Group Members when offering the BME.

33 Further, at all material times it was reasonably foreseeable to the Defendant that if students or prospective students in the position of the Plaintiff and Group Members enrolled in the BME in circumstances where it was not an Accredited Course, and in the absence of the Defendant taking reasonable care in the provision of the BME, and in the making of the BME Express Representations and BME Silence Representations, that they:

- a. would not graduate with an Accredited Course, or would not graduate with an Accredited Course without undertaking a prolongation of their period of study;
- b. would not be eligible to become a graduate member of Engineers Australia without satisfactorily completing a Stage 1 Competency Assessment, and thereby undertaking a prolongation of their period of study;
- c. would be unable, or in the alternative, materially disadvantaged in, applying for employment as a professional engineer in Australia at all or for a period of time commensurate with the prolongation to their period of study;
- d. would be unable, or in the alternative, materially disadvantaged in, applying for employment as a professional engineer overseas at all or for a period commensurate with the prolongation to their period of study; and
- e. would incur loss and damage as a result, in the form of:
 - i. additional financial costs in undertaking a prolonged period of study (including to complete a Stage 1 Competency Assessment);
 - ii. additional time required in undertaking a prolonged period of study (including to complete a Stage 1 Competency Assessment), and a corresponding reduction in, or delay, to earnings as an engineer who had graduated with an Accredited Course; and
 - iii. anxiety and disappointment.

Particulars

- i. Paragraphs 13 to 20 are repeated.

34 Further, the risk that the Plaintiff and the Group Members may suffer loss and damage because of a breach of the duty of care pleaded in paragraph 31 was:

- a. reasonably foreseeable (and paragraph 33 is repeated);
- b. not insignificant;
- c. in the circumstances, a risk against which a reasonable person in the position of the Defendant would have taken precautions, considering:
 - i. the probability that harm would occur if care was not taken;
 - ii. the likely seriousness of the harm;
 - iii. the burden of taking precautions to avoid the risk of harm; and
 - iv. the social utility of the activity that created the risk of harm.

- d. it was reasonable for the Plaintiff and the Group Members to rely upon the BME Express Representations and BME Silence Representations; and
- e. the Plaintiff and Group Members had no way of safeguarding themselves against a failure by the Defendant to comply with the duty of care pleaded in paragraph 31.

H2. Breach of Duty

35 In breach of the duty of care pleaded in paragraph 31, the Defendant:

- a. made the BME Express Representations and BME Silence Representations, and engaged in the BME Silence, in circumstances where the BME was not an Accredited Course;
 - b. failed to advise the Plaintiff and Group Members that the BME was not an Accredited Course;
 - c. failed to adequately review and correct the BME Promotional Material prior to it being distributed to the Plaintiff and Group Members;
 - d. failed to qualify the BME Express Representations by providing a disclaimer and/or any reasonably acceptable disclaimer about the accuracy of the representations; and
 - e. failed to take adequate or appropriate steps to ensure the BME was an Accredited Course prior to offering it for enrolment,
- each being the **BME Negligence**.

I. BREACH OF CONTRACT

36 In the Relevant Period, the Plaintiff and Group Members entered a contract with the Defendant (**the BME Contract**) for the provision of educational services relating to the BME.

Particulars

- i. The BME Contract was partly written and partly implied.
- ii. Insofar as the BME Contract was written, it was contained in:
 - 1. the offers sent by the Defendant to the Plaintiff and Group Members to enrol in the BME;

2. the acceptance of offers and/or enrolment applications completed by the Plaintiff and Group Members as a requisite to enrolment in the BME;
3. the acknowledgement of enrolment applications sent by the Defendant to the Plaintiff and Group Members;
4. the Defendant's 'Admissions Manual' dated 2017;
5. the BME 2018 Student Handbook;
6. the Defendant's webpage for the BME at <www.newcastle.edu.au/degrees/bachelor-of-medical-engineering-honours>; and
7. records of payments by the Plaintiff and Group Members to the Defendant of BME tuition fees including Higher Education Loan Program payment records.

37 It was an express term of the BME Contract that, following graduation, the BME would be an Accredited Course.

Particulars

- i. The express term appeared on the Defendant's webpage for the BME at <www.newcastle.edu.au/degrees/bachelor-of-medical-engineering-honours> and in the BME 2018 Student Handbook.

38 Further or in the alternative to paragraph 37, there were implied terms of the BME Contract that, following graduation, the BME:

- a. would be an Accredited Course;
- b. would qualify a graduate for employment as an accredited engineer in Australia without any further qualification; and
- c. would qualify a graduate for employment as an engineer in Canada, Hong Kong, India, Ireland, Japan, Korea, Malaysia, New Zealand, Russia, Turkey, the United Kingdom, and the USA without any further qualification.

Particulars

- i. The terms were implied as a matter of law and to give business efficacy to the BME Contract.

39 As at the date that each of the Plaintiff and Group Members were expecting to graduate, and in breach of the BME Contract, the BME:

- a. was not an Accredited Course;
- b. did not qualify a graduate for employment as an accredited engineer without any further qualification; and
- c. did not qualify a graduate for employment as an engineer in Canada, Hong Kong, India, Ireland, Japan, Korea, Malaysia, New Zealand, Russia, Turkey, United Kingdom, and the USA without any further qualification.

collectively being the **BME Breaches of Contract**.

J. THE PLAINTIFF AND GROUP MEMBERS AND THEIR CLAIMS

40 During the Relevant Period, the Plaintiff and Group Members enrolled in the BME.

Particulars

- i. In about February 2018, the Plaintiff enrolled in the BME, by transferring from a Bachelor of Biomedical Sciences in which he had enrolled in or about February 2017.
- ii. Further particulars in relation to Group Members will be provided following the trial of common issues.

41 But for the BME Misleading Conduct (or any of it), the BME Negligence (or any of it), and/or the BME Breaches of Contract (or any of them):

- a. the Plaintiff and Group Members would not have enrolled in the BME;
- b. the Plaintiff and some or all Group Members would have pursued an Accredited Course with the Defendant or at a different university;
- c. the Plaintiff and some or all Group Members would have avoided the costs and delay occasioned by having to undertake:
 - i. additional units of study;
 - ii. a combined degree with the BME; and/or
 - iii. the Stage 1 Competency Assessment; and
- d. the Plaintiff and some or all Group Members would have obtained employment as a professional engineer, whether in Australia or overseas, earlier.

Particulars

- i. In or about February 2018, the Plaintiff commenced the BME, and by about December 2022, the Plaintiff fulfilled the requirements for graduation from the BME without Engineers Australia conferring on it Accredited Course status.
- ii. The Plaintiff had to undertake an additional course component, being a combined degree with a Bachelor of Mechanical Engineering at additional cost and requiring an additional year of study.
- iii. Further particulars in relation to Group Members will be provided following the trial of common issues.

42 By reason of the BME Misleading or Deceptive Conduct, the BME Negligence, and/or the BME Breaches of Contract (or any of them), the Plaintiff and Group Members have suffered loss and damage.

Particulars

The loss and damage suffered by the Plaintiff includes:

- i. loss of income due to his inability to practice and secure employment as an engineer graduating with an Accredited Course immediately after fulfilling the requirements for graduation from the BME and the delay occasioned by having to:
 - 1. complete additional units of study; and
 - 2. enrol in a combined degree with the BME.
- ii. additional costs incurred because of the Defendant's acts and omissions including the costs of having to:
 - 1. complete additional units of study; and
 - 2. enrol in a combined degree with the BME.
- iii. loss by reason of incurring the costs of further or prolonged study in an attempt to graduate with an Accredited Course (including the costs of increased Higher Education Loan Program debt associated with such further or additional study);
- iv. disappointment, distress, inconvenience, and anxiety occasioned by:
 - 1. the discovery that the BME was not an Accredited Course;

2. the uncertainty over when the BME would be an Accredited Course;
3. the uncertainty over future career prospects;
4. the failure of the Defendant to respond promptly and in a reasonable manner to concerns raised;
5. the failure of the Defendant to offer reasonable or any assistance with the Stage 1 Competency Assessment; and
6. the failure of the Defendant to offer any financial or emotional support.

Further and better particulars on loss and damage will be provided following the service of evidence and, in respect of Group Members, following the trial of common issues.

43 Further:

- a. the BME Negligence was reckless, in that the Defendant had the knowledge pleaded in paragraph 21(a), and yet published or caused to be published the BME Promotional Material, by which the BME Express Representations were made; and
- b. the BME Negligence was compounded and aggravated by the Defendant:
 - i. failing to take timely steps to address, or advise the Plaintiff and Group Members of, the lack of accreditation of the BME; and
 - ii. representing that the lack of accreditation was irrelevant and/or a *de minimis* matter to the Plaintiff and Group Members' career prospects and thereby creating a situation of uncertainty which aggravated the disappointment, distress, inconvenience, and anxiety suffered by the Plaintiff and some or all Group Members,

and the Plaintiff and Group Members claim aggravated damages.

K. COMMON QUESTIONS

44 The questions of fact or law common to the claims Group Members are:

- b. Whether the Defendant made the BME Express Representations and BME Silence Representations to the Plaintiff and Group Members.

- e. Whether the BME Express Representations and BME Silence Representations were continuing representations.
- f. Whether the Defendant knew, or ought reasonably to have known of the matters pleaded in paragraphs 18 to 20.
- g. Whether the BME Express Representations, BME Silence and BME Silence Representations were made in trade or commerce within the meaning of s 4 of the *Competition and Consumer Act 2010* (Cth).
- h. Whether by:
 - i. making and maintaining the BME Express Representations;
 - ii. engaging in the BME Silence; and/or
 - iii. making and maintaining the BME Silence Representations,
 the Defendant engaged in conduct which was misleading or deceptive or likely to mislead or deceive, in contravention of s 18 of the ACL.
- i. Whether the Defendant entered the BME Contract with the Plaintiff and Group Members as pleaded in paragraphs 36 to 38.
- j. Whether the Defendant breached the terms of the BME Contract with the Plaintiff and Group Members as pleaded in paragraph 39.
- k. Whether the Defendant owed a duty of care as pleaded in paragraph 31 to the Plaintiff and Group Members.
- l. Whether the matters pleaded in paragraph 33 were reasonably foreseeable to the Defendant.
- m. Whether the Defendant breached its duty of care as pleaded in paragraph 35.
- n. Whether damages and/or compensation is recoverable by the Plaintiff and Group Members and, if so, on what basis.

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014* that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the plaintiff that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature

Peter Fm
EMPLOYED SOLICITOR

Capacity

Date of signature

13.02.2025

NOTICE TO DEFENDANT

If you do not file a defence within 28 days of being served with this statement of claim:

- **You will be in default in these proceedings.**
- **The court may enter judgment against you without any further notice to you.**

The judgment may be for the relief claimed in the statement of claim and for the plaintiff's costs of bringing these proceedings. The court may provide third parties with details of any default judgment entered against you.

HOW TO RESPOND

Please read this statement of claim very carefully. If you have any trouble understanding it or require assistance on how to respond to the claim you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the claim from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

You can respond in one of the following ways:

- 1 If you intend to dispute the claim or part of the claim,** by filing a defence and/or making a cross-claim.
- 2 If money is claimed, and you believe you owe the money claimed, by:**
 - Paying the plaintiff all of the money and interest claimed. If you file a notice of payment under UCPR 6.17 further proceedings against you will be stayed unless the court otherwise orders.
 - Filing an acknowledgement of the claim.
 - Applying to the court for further time to pay the claim.
- 3 If money is claimed, and you believe you owe part of the money claimed, by:**
 - Paying the plaintiff that part of the money that is claimed.
 - Filing a defence in relation to the part that you do not believe is owed.

Court forms are available on the UCPR website at www.ucprforms.nsw.gov.au or at any NSW court registry.

REGISTRY ADDRESS

Street address	184 Phillip Street, Sydney, NSW 2000
Postal address	GPO Box 3, Sydney, NSW 2001
Telephone	1300 679 272

AFFIDAVIT VERIFYING

Name Andreas Sklavos
 Address [REDACTED]
 Occupation Graduate Engineer
 Date 13 February 2025

I affirm:

- 1 I am the plaintiff.
- 2 I believe that the allegations of fact in the statement of claim are true.

AFFIRMED at

Signature of deponent

Name of witness

Address of witness

Capacity of witness

The Hill A.S.

PETER FAGAN

LEVEL 57, 25 MARTIN PLACE, SYDNEY, NSW 2000

Solicitor

And as a witness, I certify the following matters concerning the person who made this affidavit (the **deponent**):

- 1 I saw the face of the Deponent.
- 2 I have confirmed the deponent's identity using the following identification document:

W.S.W DRIVER'S LICENCE

Identification document relied on (may be original or certified copy)[†]

Signature of witness

Peter Fagan

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

[* The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

[† "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011.]

This document was signed and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000

PARTY DETAILS

PARTIES TO THE PROCEEDINGS**Plaintiff**

Andreas Sklavos, Plaintiff

Defendant

University of Newcastle, Defendant

FURTHER DETAILS ABOUT PLAINTIFF**Plaintiff**

Name Andreas Sklavos

Legal representative for plaintiff

Name Duke Myrteza

Practising certificate number (QLD)

Firm Australian Law Partners

Contact solicitor Duke Myrteza

Address Level 57 MLC Centre,
25 Martin Place,
Sydney, NSW 2000

Telephone 1300 287 529

Email dmyrteza@australianlawpartners.com.au

Electronic service address dmyrteza@australianlawpartners.com.au

DETAILS ABOUT DEFENDANT**Defendant**

Name University of Newcastle

Address University Drive,
Callaghan NSW 2308

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