



Terms and Conditions

These Terms and Conditions form the agreement between Australian College (hereafter referred to as AC and/or 'The College') and the Student. It is the Student's responsibility to fully read, understand and agree to all Enrolment *Terms & Conditions*, *Privacy Notice* and *Fees & Charges* prior to enrolling. Ticking all 3 boxes on your *Enrolment Form* prior to submitting it confirms and verifies that the Student has a full understanding of all *Terms & Conditions*, *Fees & Charges* and knowingly and willingly accepts all conditions of enrolment.

Do not tick the 3 boxes and do not submit the Enrolment Form if you have not read and understood all Enrolment Terms & Conditions, Privacy Notice, and Fees & Charges.

Student Information

All applications will be assessed against the eligibility criteria. Student applications will only be processed once all supporting evidence is submitted and payment has been made. When a student application is successful, an email will be issued containing their receipt, log in details and all other relevant student information. If a student application is unsuccessful, Australian College will contact the student to discuss alternative options. For students under 18 years of age parental/guardian permission is required. Photo ID is required at the time of enrolment.

Flexible Delivery

AC provides flexible delivery with all its structured educational courses provided online. Students will be expected to complete their course requirements via an integrated system of online and hard copy and video assessments (depending on the course), workplace training (depending on the course). Students will be responsible for having access to a computer with good access to the Internet for most or all of their course work. All courses have specific formal and informal assessments and workplace assessments (depending on the course). Students are responsible for meeting all of these requirements.

Course Materials

As all courses are offered online, course materials are provided as soft copy, meaning that students are issued log in and password details to access their course. Students are able to purchase hard copy materials and/or textbooks at any time while their course is current i.e. their course has not



exceeded the allocated duration. Purchasing of hard copy materials and/or textbooks is not available if a course has expired or has been completed. Fees paid for hard copy materials and/or textbooks are non-refundable. Please note, purchasing hard copy materials and/or textbooks is completely optional and not a requirement for our online courses. Therefore an optional expense.

Online Course Materials

Students who enrol and select the payment plan option have access to their course as they progress through their payment plan i.e. as your payments increase, the more course work you can access. In the event Students find that their completion rate is quicker than their payment plan schedule, Students are able to make payments in advance to access more course work.

Cancellation Policy

Students wanting to cancel their course are required to fill out and submit the *Cancellation Request Form* and email it to admin@australiancollege.edu.au within 10 days from their Enrolment Date. It is recommended that students contact Australian College within 24 hours of submitting their Cancellation Request Form to confirm that the request has been received.

Requests for cancellations will not be accepted after 10 days from the initial Enrolment date and Students will be obligated to continue with their course or request a course transfer and continue to pay their respective course fees to Australian College.

We encourage prospective students to carefully read our "*Enrolment Terms and Conditions*", the information regarding "Fees and Charges", and the "Privacy Statement" prior to clicking on the "I Agree" and "Submit" button on the Enrolment form page. Completion and submission of the Enrolment form means the Students understand their rights and agree to fulfill their financial responsibility to the College.

Do not tick the 3 boxes and do not submit the enrolment form if you have not read and understood all Enrolment Terms & Conditions, Privacy Notice, and Fees & Charges.

[Australian College Fees & Charges](#)

[Cancellation Request Form](#)

Refund Policy

Your completed Enrolment Form acts as confirmation that you accept and commit to paying the fees, as they are stated on the Student Enrolment Form and / or via a payment plan agreement. For any forms submitted electronically, in lieu of your signature, you will need to read and agree to the *Terms*



and Conditions, Privacy Notice and Fees & Charges online to submit your form. By doing so you accept the Terms and Conditions fully. Ticking all 3 boxes prior to submitting an Enrolment Form confirms and verifies that the Student has a full understanding of all *Terms & Conditions, Fees & Charges* and knowingly and willingly accepts all terms.

Distance, online students are considered to have commenced their course from the date that their enrolment has been accepted by Australian College. It is the Students' responsibility to ensure that they have a complete understanding of all course requirements prior to enrolling. Ticking all 3 boxes prior to submitting an enrolment form confirms and verifies that the Student has a full understanding of all *Terms & Conditions, Fees & Charges* and knowingly and willingly accepts all terms.

Students requesting to be "withdrawn" from an Australian College course and have paid the fees in full are not eligible for a refund of any kind.

Students requesting to be "withdraw" from an Australian College course and have outstanding fees owing due to a payment plan enrolment, are not eligible for a refund of any kind and must pay out the remaining balance before the "withdrawal" can be finalised.

Australian College reserves the right to withdraw any Student from a course as a result of inappropriate behaviour and / or offensive language towards staff and trainers/assessors or not maintaining consistent and active course progression (one unit per month). In the event this occurs, Students are obligated to pay out any outstanding fees owing and are not eligible for a refund of any kind.

If a Student has paid in full and has submitted the Australian College *Cancellation Request Form* within 10 days from their enrolment date, a refund of up to 50% of the course less the \$200.00 cancellation fee will be issued within 7 - 10 working days.

If a Student has enrolled with a payment plan and has submitted the Australian College *Cancellation Request Form* within 10 days from their enrolment date, the deposit is non-refundable and a \$200.00 cancellation fee is required.

When National Training packages are updated, Students are not eligible for a refund of any kind. Students can however either complete their course within the mandatory teach out period and obtain the full qualification and / or partial Statement of Attainment for units completed or arrange to transition to the new National Training packages when the packages become available (additional fees and charges may apply).

If a student does not maintain their payment plan i.e default on their required weekly or fortnightly payments by up to 3 weeks, students will be withdrawn from their course without further notice and



will not be eligible for a refund of any kind. In addition, debt recovery will commence for all outstanding fees owed to Australian College.

Transfers/Deferments/Transitions

Students are not permitted to defer, however, they are permitted to transfer from one course to another, provided that their original course has not expired.

Given that the Student has not completed any units/modules of the initial course they enrolled in:

- Students who have paid their course in full can transfer to a course of equal or lesser value, a \$150.00 transfer fee applies.
- Students who have paid their course in full, can transfer to a course of higher value. To do so they must pay the \$150.00 transfer fee, plus the difference in the course price.
- Students who have enrolled with a payment plan can transfer to a course of equal or lesser value. A transfer fee of \$150.00 applies. Students will be provided with a new payment plan that will reflect the new course code, title and duration.
- Students who have enrolled with a payment plan can transfer to a course of higher value. They must pay the \$150.00 transfer fee, plus the difference in price, which will be added to their existing payment plan total.

Important, please note: *If the Student has already completed one or more units/modules of the initial course, the College will calculate the tuition and assessment fees used and will deduct the amount from the new course fees. This means that there may be additional fees to be paid for the new course the Student wishes to transfer to.*

A course cannot be transferred from one student to a different individual to complete. While Australian College will ensure that Students are provided with all information necessary prior to enrolment, it is the Students' responsibility to ensure that they have read all the information and that they understand all course requirements prior to enrolling. Ticking all 3 boxes prior to submitting an Enrolment Form confirms and verifies that the Student has a full understanding of all *Terms & Conditions, Fees & Charges* and knowingly and willingly accepts all terms.

When National Training packages are updated, students can either complete their course within the mandatory teach out period and obtain the full qualification and/or partial Statement of Attainment for units completed or arrange to transition to the new National Training packages when the packages become available (additional fees and charges may apply). Please note extensions and/or additional time cannot be obtained past a mandatory teach out period.

It is the student's responsibility to ensure that they are completely knowledgeable with all course details and requirements prior to enrolling.

Extensions

Extensions can only be considered if the course has not already expired. Student requests for course extensions (a maximum of up to 3 months) must be made in writing and will only be considered if



consistent progress has been made with the completion of their course. In the event that a request for extension is denied, the student would need to contact the college for re-enrolment details.

Please refer to our website for individual course durations and/or for details of time allocated to complete your course and graduate.

Payments

If you have selected to enrol via a payment plan it is imperative that your weekly re-payments are maintained. Course work is released as you progress through your payment plan.

Failure to maintain your weekly re-payments will result in your course being suspended and debt recovery. In the event that this should occur please contact admin@australiancollege.edu.au to arrange immediate payment so the suspension can be removed.

Please note: *The time allocated to complete a course may be different from the time allocated to finalise a payment plan.*

Preparing for Assessments

You will need to read each assessment carefully, so you have a clear understanding of the assessment requirements. If you are not sure, you should contact the College before attempting the assessment at trainer@australiancollege.edu.au.

Please note: The College strongly recommends that all Students keep a copy of their assessments. Australian College cannot accept responsibility for any assessments that may not be received electronically. This is not applicable for eLearning/eCampus students.

Unacceptable Content in Assessments

If you submit assessments with content that is deemed to breach these guidelines it will not be accepted and you will be given a 'Not Yet Competent' (NYC) mark and will need to resubmit your assessment (resubmission fees apply). As a vocational education organisation we are not permitted (on your behalf) to edit, delete, remove or modify any assessment content that we deem as unacceptable. It is your responsibility to ensure your work is up to the required standards.

Submitting Assessments

Some courses may require the submission of hard copy assessments.

If you mail your assessment, please ensure you provide an envelope with adequate postage on your return envelope, e.g. whatever the postage fee is to post your assessment to Australian College, is the same amount you need to put on your return envelope.



Please ensure you check with the College for the correct postal address prior to sending and ensure you make a copy of your assessment in case your assessment is misplaced. Any assessment item that needs to be re-submitted will incur a \$20.00 resubmission fee.

Marking Of Assessments

Please allow a turnaround time of up to 21 days for your assessment to be marked. This allows time for the College to log your assessments, for the Academic Faculty to thoroughly review your progress and prepare your personal feedback report, for your results to be recorded on your student file, and for your progress report to be prepared.

If you are based in a remote location, please allow extra time if you are sending your assessment by mail. In these cases, we encourage you to email your assessment where possible and we will also try to scan and/or email your results and feedback.

Academic Faculty Feedback

The Academic Faculty team will assess your work, guide your learning and provide constructive and encouraging feedback on how you can improve. They will mark your work and prepare written feedback on your progress. Their aim, like ours, is to help you achieve your goals and succeed.

Plagiarism

Plagiarism is copying another person's written work and claiming it as your own.

If you include extracts from other people's work in your assessment you must acknowledge the source. This includes content you obtain from printed materials or the Internet. If you have used an internet source, please include the URL after your answer.

For more information on how to reference resources used, please visit NCVER website, currently at: <https://studylib.net/doc/7252546/guide-to-ncver-s-referencing-style>

Photographs

All photographs and photography assessments must be in context. Indecent, illegal, pornographic, sexually explicit, defaming or tortuous images will not be accepted for submission. You need written permission to take photographs of children and young people. Each state provides information based on the Child Protection Act (1999).



Language

Written text must be in context and not contain profanity, racist, sexist or sectarian views, personal attacks or sexually explicit content.

Graduation

Nationally Accredited Courses - Upon successful completion of your nationally accredited course, you will be issued with a Certificate and a final Academic Transcript that lists the codes and titles of competencies achieved. For partially completed qualifications, a Statement of Attainment will be issued listing only the units of competency completed.

Professional Development Courses - For non-accredited courses and on completion of all modules, an Australian College Certificate for the respective qualification will be issued once all course requirements are completed.

A Graduate Feedback form will be also issued to you within approximately seven (7) working days of your final assessment result being issued. We encourage you to complete this form and email it back to the College, so we can continue to improve upon our courses and services.

After the form has been returned and your postal address is confirmed you can expect your Certificate and final Academic Transcript in the mail within 7 working days.

Record-keeping and Distance Delivery

Australian College will securely retain all completed assessment items (such as your course manuals), for six months from the date the decision on competence for the individual unit was made or as required under various laws and legislation that apply for Smart and Skilled, if the Student is enrolled under this funding program.

The College retains a record of your results for 30 years (this is an academic requirement). During this time, if you require a replacement to be issued, you will need to make a written request to the College, setting out your reasons and providing sufficient identification. A \$25.00 duplication fee applies per replacement.

For more information on record keeping, please see our *Records Management Policy*.



Providing Current Contact Details

Keeping your contact details current with Australian College will ensure that your award and course materials arrive safely via email or post. Please notify Australian College within 7 calendar days of any changes to your name, address, phone number and email.

Where a name change has occurred, official documentation must be provided to Australian College in order for the Student's records to be updated.

Feedback

Your feedback is important to us. Regardless of whether your feedback is positive or negative we want to hear about it. So please let us know if you have something to contribute.

Appeals Procedure

Using the '*Complaints and Appeals Form*', you may request a 'Not Yet Competent' (NYC) assessment result to be reviewed within 21 days from when the result is issued. Requests for a review of an assessment item must be made in writing to the College's Assessment Officer at: admin@australiancollege.edu.au.

General

All AC courses have specific maximum completion times (please refer to our website for individual course durations and/or for details of time allocated to complete your course and to graduate). This time period includes any workplace training and assessments/work-placement, exams online or any other assessment items.

All students will be issued with completion dates for their course or modules to ensure they meet the timeframe above. AC reserves the right to change course materials, change/modify assessment items, change course duration, and/or to cancel courses, if necessary. In the event of a course or module being cancelled, every effort will be made to avoid inconvenience by transitioning students to other courses or modules.

Australian College reserves the right to withdraw any student that does not maintain consistent and active course progression (one unit per month as a minimum). Upon enrolment students are confirming they have read the course information, course brochure, terms and conditions, therefore the student is aware of the requirements and structure of the course.



Ticking all 3 boxes prior to submitting an enrolment form confirms and verifies that the Student has a full understanding of all Terms & Conditions, Fees & Charges and knowingly and willingly accepts all terms.

Recognition of Prior Learning (RPL) / Credit Transfer Policy

AC recognises other Australian Quality Framework (AQF) qualifications and Statements of Attainment awarded by other registered training organisations (RTO's) upon verification with the issuing organisation. Students may apply to AC for recognition of any relevant courses or modules undertaken at AC or at any other RTO's. Students seeking RPL are required to submit their supporting documentation and evidence to rpl@australiancollege.edu.au.

For information, see our *Recognition of Prior Learning Policy*.

Complaints and Appeals Handling Policy

If a student has a minor grievance or complaint, they can email Australian College at: admin@australiancollege.edu.au. All grievances will be treated confidentially as soon as possible and will not be detrimental to the student initiating the complaint. For information on grievances and complaints, see our '*Complaints and Appeals Handling Policy and Procedures*'.

Restricted Use

Unless Australian College agrees otherwise in writing, students are provided with access to this website only for personal use. Students are authorised to print a copy of any information contained on this website for personal use, unless such printing is expressly prohibited. Without limiting the foregoing, students may not without written permission from Australian College on-sell information obtained from this website.

Linked Websites

The Australian College website may contain links to other websites (linked websites). Those links are provided for convenience only and may not remain current or be maintained. Australian College is not responsible for the content or privacy practices associated with linked websites. Australian College links with linked websites should not be interpreted as an endorsement, approval or recommendation by Australian College of the owners or operators of those linked websites, or of any products, information, graphics, materials or services referred to or contained on those linked websites, unless stipulated otherwise by Australian College.



Use of Electronic Media

Students must abide by the relevant laws, policies and procedures when using Electronic Media. In the same way, the usual common courtesies and behaviour expected from students also apply online. Australian College's reputation and that of its staff and students must not be compromised through the use of Electronic Media (includes social media).

For more information, please see Australian College *Electronic Media Policy*.

Smart and Skilled Enrolments

Smart and Skilled programs are government subsidised programs therefore students are obligated to participate in the subsidised training. This means that a student's continuing funding is based on consistent and active participation (one unit per month as a minimum) in an enrolled course through the completion of online assessments as well as accessing learning materials. Students who do not participate according to the proposed training plan will be withdrawn from the course and the funding.

For more information on Smart and Skilled programs and if you are eligible, you can visit their website currently at: <https://www.smartandskilled.net.au/>

Students Under 18 Years of Age

The student needs to download the *Parent/Guardian Consent Form* and have their parents/guardian completing and signing the form. Once the form is completed, please send it back to Australian College to finalise your enrolment.

Consumer Protection Policy

Australian College is dedicated to give students quality training and offer the best learning experience possible. As part of our commitment to supporting our students, we have established a standard 10-day cooling-off period (weekends/public holidays included) that applies from the date when the enrolment form is submitted. During this period, the student may apply for a course cancellation and refund (only applicable for upfront payment enrolments) as outlined in the *Fees and Refund Policy*.

Overseas Students Policy

Australian College can enrol persons into nationally recognised courses as long as they are not considered to be an "Overseas Student". An "Overseas Student" is defined in the ESOS Act 2000 as a person (whether inside or outside Australia) who holds a student visa (as defined in regulation 1.03 of the Migration Regulations 1994). This includes the following subclasses of visa:



Subclass 500 (Student) visa;
Subclass 570 (Independent ELICOS Sector) visa;
Subclass 571 (Schools Sector) visa;
Subclass 572 (Vocational Education and Training Sector) visa;
Subclass 573 (Higher Education Sector) visa;
Subclass 574 (Postgraduate Research Sector) visa;
Subclass 575 (Non-Award Sector) visa;
Subclass 576 (Foreign Affairs or Defence Sector) visa.

This policy is also applicable to anyone who holds a secondary subclass visa.

The Education Services for Overseas Students Act 2000, or ESOS Act, defines an "Overseas Student" as a person (whether inside or outside Australia) who holds a student visa (in reference to regulation 1.03 of the Migration Regulations 1994).

Australian College is not registered on CRICOS, therefore is not able to enrol "Overseas Students" who have not provided their passport/ImmiCard number or relevant travel documents and the travel document identification number. The "Overseas Student" must give Australian College consent to check current visa entitlements and conditions on the Visa Entitlement Verification Online system (VEVO) of the Australian Government Department of Home Affairs.

Before enrolment, a person who is not an Australian citizen must accept the *Terms & Conditions* prior to payment, and acknowledge that they are not an "Overseas Student".

Accuracy, Completeness and Timeliness of Information

All (digital and printed) materials that were previously distributed are subject to change without prior notice. Australian College bears no responsibility or liability for any published information that is outdated or incomplete. We encourage our students to refer to the website or subscribe to our newsletter to make sure they get the latest first hand information.

Australian College Policies and Procedures:

- Student Handbook
- Code of Practice
- Access ad Equity Policy and Procedure
- Fees, Charges and Refunds Policy and Procedure
- Reasonable Adjustment Policy and Procedure
- Complaints and Appeals Policy and Procedure
- Academic Conduct Policy and Procedure
- Assessment Policy
- Work Based Training Policy and Procedure
- Privacy Policy