



## DOMESTIC STUDENT CONDITIONS OF ENROLMENT

These Conditions of Enrolment, your Letter of Offer, the Schedule of Administrative Fees and Student Handbook make up the “written agreement” which governs your enrolment at the College (“**College**”). These Conditions of Enrolment may be amended from time to time and at any time without notice. You may access the latest version at [www.apc.edu.au](http://www.apc.edu.au) (“**Website**”).

### 1. STUDENT COMMITMENT

The College expects you to:

- a) comply with the College’s Policies as published on the Website; and
- b) fulfil all entry requirements and have the required equipment (as specified on the Website or in the Technology and Equipment Standards for Students) for your course; and
- c) pay your course Fee and any other associated fees as described on the Letter of Offer; and
- d) maintain satisfactory course progress.

### 2. COLLEGE’S COMMITMENT

The College agrees to:

- a) refund your fees in a timely manner should you be deemed to be unsuitable for enrolment;
- b) supply you with initial course materials for your units of study;
- c) provide you with access to the online student portal;
- d) provide you with access to learning and administrative support;
- e) grade your assessments;
- f) provide you with quality training and assessment in compliance with the Standards for Registered Training Organisations (RTOs);
- g) inform you of any change in ownership of the College and any changes to, or new third party arrangements the College puts in place for the delivery of services; and
- h) meet the cost of all return postage to you (if applicable), until the expiry of your course.

### 3. UNIQUE STUDENT IDENTIFIER

The Unique Student Identifier (USI) asked for in the Letter of Offer is your secure online record of nationally recognised training that you can access freely. If you don’t have a USI the College will obtain one on your behalf. If you don’t have a USI, Australian Qualifications Framework (“**AQF**”) certification cannot be issued.

### 4. DISCIPLINE AND BEHAVIOUR

The College’s Student Handbook and Student Code of Conduct set out our behavioural expectations of you while you are studying with us. They cover topics



such as your personal conduct, treatment of others, academic conduct and care and respect for College resources and reputation whilst a student at the College. You must comply with these documents and you can find them on the Website.

## 5. COURSE PROGRESS AND DURATION

- a) All students must maintain satisfactory course progress.
- b) The duration of your Unit of Study/Course is specified in your VET Course Tuition Schedule attached to your Letter of Offer. In the event you encounter difficulties in completing your Unit of Study/Course within the prescribed duration and you wish to extend your Unit of Study/Course please contact the Registrar on [registrar@apc.edu.au](mailto:registrar@apc.edu.au) to discuss your situation. Please note extensions are subject to availability and the College retains the right to refuse an extension at its absolute discretion.

## 6. COURSE FEES

- a) You must:
  - i) make payment of those fees as they fall due and payable using one of the methods set out in your Letter of Offer (Payment Options);
  - ii) give your consent to the College to draw down instalments (if agreed) on the due date, or
  - iii) pay all such instalments on or before the due date.
- b) If you fail to pay any part of the Course Fee by the due date, the College reserves the right to:
  - i) withhold provision of course materials;
  - ii) restrict access to the online student portal;
  - iii) withhold grading of assessments; and
  - iv) notify relevant credit agencies of your default.
- c) The Course Fee does not include:
  - i) postage of any assessments or other materials by you to the College; or
  - ii) any materials, software programs and equipment required for your course. See Website for details of these requirements.



**7. ASSESSMENT ISSUES**

If you are unhappy with your assessment task or result, please discuss this with your trainer or assessor who will explain the task or how the result was determined. The College offers support to students via intervention meetings and Progression And Support System (PASS) program if appropriate. Please refer to the College's Intervention Policy on the Website and Student Care for further information and support.

**8. CHANGES TO COURSE AND COURSE FEES**

The College may make changes to your course, Course Fees and course materials as reasonably required. However, the College undertakes to allow you to complete any course you have begun at the same Course Fees that applied when you commenced your study up to a maximum period of three calendar years from the commencement date of your course.

**9. DEFERMENT OF STUDIES**

In compassionate and compelling circumstances that directly impacts your ability to undertake your studies, you may request a deferral of your Course. You will need to complete a Student Course Variation Form ("**SCV Form**") and contact the Registrar on [registrar@apc.edu.au](mailto:registrar@apc.edu.au). Please note any request for deferral will be considered on a case by case basis and will be granted by the College in its absolute discretion and subject to any legal or regulatory requirements. No refund of fees will apply and you will still be liable for all payments due under this Agreement.

**10. TRANSFER OF COURSE OR UNIT OF STUDY**

If you wish to transfer to another unit of study or course offered by the College:

- a) You will need to submit a SCV Form in writing prior to the census date;
- b) The date you submit a transfer request will affect the refund of your Unit of Study/Course fees;
- c) The College reserves the right to refuse your transfer request;
- d) If the College approves your request to transfer you will be withdrawn from your current Unit of Study/Course and enrolled into the new Unit of Study/Course.
- e) A refund of your fees for the Unit of Study/course that you are transferring from will be dealt with in accordance with clause 11 of these Conditions of Enrolment.
- f) You will be enrolled in the new Unit of Study or Course and issued with the applicable documentation and invoiced for that Unit of Study/Course.
- g) Only one Unit of Study/Course transfer is permitted.



**11. WITHDRAWAL FROM A COURSE AND REFUNDS (refer to the Cancellation, Withdrawal and Refund Policy ( Domestic VET Students for more information)**

- a) If you wish to terminate your studies or withdraw from a Unit of Study/course, you must notify the College in writing (using a SCV Form and a Refund Request Form”).
- b) If the SCV and Refund Request Forms are received by the College on or before the Census Date for that Unit of Study, the College will refund the fees for that Unit of Study.
- c) If the SCV and Refund Request Forms are received by the College after the Census Date, the College will not refund the fee for that Unit of Study.
- d) Any refund that is payable by the College will be issued within 28 days of receipt of the SCV and Refund Request Forms.

**12. RECOGNITION OF PRIOR LEARNING OR CREDIT TRANSFER**

The College will recognise the AQF qualifications and statements of attainment issued by other registered training organisations. Certified copies of qualifications need to be sighted and validated through contact with the issuing authority before you can be credited with these awards or admitted (if submitted prior to commencement of your course) into your chosen course. Recognition of prior learning can also be claimed so long as the appropriate evidence is supplied or you demonstrate in your application that the relevant skills, knowledge and understanding has been met to AEG's standard. Refer to the College's Recognition of Prior Learning and Credit Transfer Policy on the Website.

**13. CERTIFICATION**

On successful completion of all assessments and the full payment of the Course Fee, the College will issue you appropriate certification under the AQF. If you do not complete the course, then a Statement of Attainment will be issued for those units in which you were found competent.

**14. COMPLAINTS AND APPEALS**

You are encouraged to attempt informal resolution of any complaint or appeal you may have by directly engaging the staff member or student to whom the complaint or appeal relates. Students should contact a Student Care Officer in the first instance to attempt mediation/ informal resolution of the complaint. If a student has a complaint about his/her trainer or teacher, the student may choose to refer the matter directly to the Academic Manager or Campus Director/Coordinator. If the problem cannot be resolved informally put your concerns in writing using the College's complaints and appeals form. These forms are also available from Student Care or the College website. All internal complaints and appeals processes will be at no cost to the student and will commence within 10 days of lodging the complaint/appeal. If complaints or appeals are not resolved after accessing the College's internal appeal stage, students will have the right to lodge an external appeal through the Students Ombudsman. There is no fee to lodge an appeal to the Ombudsman. For more



information you should refer to the Student Complaints and Appeals Policy found on the Website.

**15. CLOSURE OF THE COLLEGE**

In the unlikely event the College closes or ceases to deliver any part of the training product that you are enrolled in the College will:

- a) notify you;
- b) issue an AQF testamur and record of results to any student who has completed the requirements of the relevant qualification; or
- b) issue a statement of attainment to a student who has not completed the requirements of a qualification, but has completed one or more units of competency.

**16. THIRD PARTY PROVIDERS**

The College may enter into third party agreements, including providers of training and assessment. In the event, a third party is providing training and assessment under an agreement with the College, students are assured that the College:

- a) is responsible for the quality of the training and assessment provided;
- b) is responsible for the issuing of all qualifications and statements of attainment; and
- c) will communicate any changes to these arrangements to the student.

**17. CREDIT CHECK**

By accepting these Conditions of Enrolment you are giving your consent to the College undertaking a credit check on you.

**18. INTERNSHIP/ WORK PLACEMENT**

If your course contains a mandatory internship/work placement:

- a) it is your responsibility to find and complete the internship/work placement component of your course. The College will assess the suitability of any such workplace you have identified; and
- b) the College will make reasonable efforts to organise for assessment to be conducted in conjunction with your approved workplace.

**19. COPYRIGHT AND INTELLECTUAL PROPERTY**

The course material that the College provides to you shall become your property. However, the content of the course materials, including copyright and all other such intellectual property rights contained therein, remain the property of the College or a nominated third party. You may not reproduce any part of the course materials without the prior written consent of the College.



**20. CHANGES TO DETAILS**

It is your responsibility to inform the College in writing within seven days of any corrections or changes to your personal details including name, address and phone numbers, payment options and banking details.

**21. INDEMNITY**

You and your legal guardian (for students under 18 years of age), agree to not hold the College (including its employees and/or agents) responsible or liable for any loss, damage, death or injury which you may suffer or which may be caused by you as a result of or in connection with your enrolment at the College, including:

- a) your attendance at any premises owned, operated or controlled by the College; and/or
- b) your attendance at or participation in any activity (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College; and/or
- c) any accommodation whether short term or long term arranged for you by the College, and/or
- d) in any way whatsoever your association with the College.

**22. PRIVACY**

In the course of carrying out its business, the College will collect, store, use and disclose personal information. The purposes for which the College holds, uses and discloses information includes teaching and student services together with ancillary services, which may support students in their study at the College. Other purposes include conducting the College's business generally, to communicate information about the College's products and services or third party products or services that may be of interest to you and for the College's internal administration, research, planning, marketing and product development. The College collects this information during your course because of its obligations under the Australian and applicable state laws. For more information on our privacy policies, please refer to the College's Privacy of Information Policy on the Website.

**23. APPLICABLE LAWS**

The agreement between yourself and the College will be governed by the relevant State and National laws of Australia. All complaints and appeals will be dealt with in according to the College's complaints and appeals policy which can be found on the College's Website.

**24. POLICIES AND PROCEDURES**

As a condition of enrolment, you agree to follow all College policies which are subject to change from time to time. All the College Policies are found on the Website. For any additional information please refer to the College Registrar or the Student Handbook.





## **25. CANCELLATION AND REFUND TERMS - AGREEMENT BETWEEN THE COLLEGE AND THE STUDENT**

- 25.1 When the College accepts a student's application for enrolment it is intended that this Policy will constitute part of the written agreement between the College and the student for the purposes of the Standards for Registered Training Organisations (RTOs) 2015.
- 25.2 Tuition Fees must be paid by the due date specified in the Letter of Offer.
- 25.3 The amount of all fees referred to in this Policy are found in the Letter of Offer or in other College Policies and Procedures.

## **26. CIRCUMSTANCES FOR REFUNDS**

### **26.1 STUDENT CANCELLATIONS**

When a student cancels their enrolment, refunds of tuition fees paid by students will only be made in the following circumstances:

a) **Where you cancel BEFORE the Course Census Date**

If written notice of cancellation is received before the Course Census Date, the College will, within 28 days, refund the Course Fees received. No refund of fees will be given where notice is received after the Course Census Date.

Once you start a Course, you may withdraw at any time on or before the Census date of the then current term. There is no cost or administrative barrier to a student withdrawing from a course or part of a course before the Census date.

b) **Where you withdraw from the Course AFTER the Course Census Date (for any reason)**

No refund of Course Fees will be given if written notice of cancellation is received after the Course Census Date.

## **27. REFUND PROVISIONS**

- 27.1 When you defer commencement in a Course and then cancel the Course, the original Unit of Study Census Date before your request for deferment(s), will be used as the Date to determine whether a refund is to be made.
- 27.2 No refund will be made where the College cancels, suspends or terminates your enrolment as a result of Your Fault. The College will notify you in writing if you default in relation to your Course as a result of Your Fault.
- 27.3 The refund will be paid directly to you or in accordance with your written directions.
- 27.4 The College may:



- a) request further information or evidence to confirm that you are the person entitled to receive the refund or give a direction to pay the refund;
- b) pay the refund by bank draft or company cheque (in case of refund within Australia) or;
- c) pay the refund to a bank account by direct credit but only if you provide evidence that the bank account exists.

27.5 All refunds will be made in Australian currency only.

27.6 The College may change this Policy at any time and the Policy to be used to determine whether you receive a refund will be the Policy applicable at the time you give notice of cancellation or withdraw enrolment in a Course. For the latest Policy please refer to [www.apc.edu.au](http://www.apc.edu.au).

27.7 If you wish to appeal a decision of the College made under this Policy you should refer to the College's Complaints and Appeals Policy for the procedure to follow.

## 28. HOW TO WITHDRAW FROM A COURSE AND GET A REFUND

**28.1 Complete a SCV Form.** The SCV Form is available from the Student Care Office or the College website.

**28.2 Complete a Refund Request Form.** The Refund Request Form is available from the Student Care Office or the College website.

**28.3 Attach all relevant documents to the SCV Form.** You should attach documents supporting the reason for your withdrawal and confirming your identity as well as a Refund Request Form.

**28.4 Hand in the completed forms to Student Care or email to: [refunds@apc.edu.au](mailto:refunds@apc.edu.au) and [registrar@apc.edu.au](mailto:registrar@apc.edu.au).** Please make sure that your student number and current contact details (email address, mobile phone number) are on the form. Please sign and date the SCV Form before handing it in. Your form will **NOT** be processed if it is not signed and dated.

The College will process your completed SCV Form and assess whether you are entitled to a refund based on our Policy. The College may ask for further information or documentary evidence. Please note that incomplete SCV Forms may delay the processing of it and payment of refunds.

## DEFINITIONS AND ACRONYMS

In clauses 25-28 of these Conditions of Enrolment and as the context requires:

**"Domestic Student"** means an Australian citizen, or a permanent humanitarian visa holder who is usually resident in Australia; and who does not require a student visa to study in Australia.

**"Census Date"** Census date is the date set by the College no earlier than 20% into each teaching term by which time a student needs to have their enrolment or withdrawal finalised.

**"College"** means Australian Pacific College and APC Design School.

**"Course(s)"** means the course listed in the Letter of Offer, or, where you have enrolled in multiple courses, each course listed in the Letter of Offer.





“**Course Fees**” means the Tuition Fees.

“**Course Start Date**” means the start date for the Course as set out in the Letter of Offer.

“**Letter Of Offer**” means the letter offering you a place in a Course and which will set out the fees that are payable by you in respect of the Course and the terms and conditions applicable to your study at the College.

“**Policy**” means this Cancellation, Withdrawal and Refund Policy (Domestic VET Students).

“**Provider**” means a registered provider that provides or seeks to provide Courses to Domestic Students.

“**SCV Form**” means a student course variation form prescribed by the College.

“**Subject or Units of Study**” a VET Subject or Units of Study that a Student may undertake with the College.

“**Tuition Fee**” means the fees received by the College either directly or indirectly for tuition for your Course. This fee is expressly stated in the Student’s Letter of Offer.

“**You**” or “**Your**” means the student or the student’s legal guardian (where the student is under 18 years of age).

“**VET**” means vocational education and training.

“**Your Fault**” includes circumstances where:

- a. you do not start the Course on the Course Start Date;
- b. you withdraw from a Course after the Census date;
- c. you failed to pay an amount that you are liable to pay the College, directly or indirectly in order to undertake the Course;
- d. any behaviour that results in the suspension or cancellation of your enrolment (all College processes for suspension or cancellation of enrolment must be followed); or
- e. you fail to meet any prerequisites to any courses.