



1.1 DOMESTIC STUDENT TERMS AND CONDITIONS

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TERMS AND CONDITIONS

This document sets out the terms and conditions of the agreement between you and Educare Training Institute Australasia T/as Educare College for the provision of the Course(s) you undertake with or through Educare College ('Terms and Conditions').

2 AGREEMENT

1. These Terms and Conditions apply to the Course to be undertaken as selected by you and listed in Item 2 of Schedule
2. The Course is a full fee for service course and you are liable to Educare College for 100% of the fees for the Course.
3. These Terms and Conditions should be read in conjunction with the Educare College Student Handbook and Educare Colleges Policies and Procedures published on the Educare Colleges website www.educare.edu.au
4. It's important to familiarise yourself with the Educare College Student Handbook and Educare Colleges Policies and Procedures prior to applying to enrol in one of Educare College's Courses as they contain information on, among other things:
 - 4.1. Fees Charges and Refunds
 - 4.2. Privacy and Your Personal Information
 - 4.3. Legislative Information
 - 4.4. Learner Engagement
 - 4.5. Code of Practice and Student Service Charter
 - 4.6. Learning Engagement and Progress
 - 4.7. Support Services
 - 4.8. Student Selection, Needs Identification and Enrolment
 - 4.9. Qualifications
 - 4.10. Recognition
 - 4.11. Opinions, Issues and Improvements
 - 4.12. Orientation
 - 4.13. Government Agency Link
5. Educare Colleges Policies and Procedures and Student Handbook may be amended by Educare College from time to time. Except to the extent required by law, Educare College Policies and procedures and Student Handbook, and any changes thereto, shall not be inconsistent with these Terms and Conditions, and in the event of an inconsistency, these Terms and Conditions prevail.
6. Educare College is committed to maintaining the privacy and confidentiality of its RTO personnel and participant records. Educare complies with the Privacy Act 1988 including the 13 Australian Privacy Principles (APPs) as outlined in the Privacy Amendment (Enhancing Privacy Protection) Act 2012.
7. Your personal information will be shared with third parties including the Australian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and will be shared, collected, stored, used and disclosed in the circumstances set out in Educare College's Privacy Policy, including where Educare College needs to share, collect, use, store and/or disclose your personal information to provide you with the Course or as required by law.
8. For more information please see read our Privacy Policy, which is subject to change from time to time as Educare College business needs change or as required by law. Educare College encourages you to review its website, or request a copy, to ensure that you are aware of the current Privacy Policy. By accepting these Terms and Conditions you also acknowledge that you have read and agree to Educare College Privacy Policy.
9. You must notify Educare College of a change of address or your other details while enrolled in the Course.
10. These Terms and Conditions must be signed or otherwise accepted by your parent or legal guardian if you are under 18 years of age. Your parent or legal guardian is liable for the Course Fee and any monies that become due and payable under these Terms and Conditions if you are under the age of 18.
11. These Terms and Conditions will have immediate effect and be binding on you from the date that you submit your application for enrolment, however, your enrolment is subject to the conditions set out in clause 4. Your place in your selected Course is not guaranteed until we send you an enrolment confirmation letter.
12. Any agreement, arrangement or other dealing in connection with a Course provided by Educare College to you is taken to have been entered into subject to these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and the provision of any other agreement, arrangement or other dealing in connection with a Course, these Terms and Conditions will prevail unless expressly stated otherwise. This clause

applies despite the fact that any such agreement, arrangement or dealing does not refer to these Terms and Conditions and/or may be in direct conflict with these conditions of contract.

13. No amendments to these Terms and Conditions (purported to be made by you) shall be binding on Educare College unless agreed in writing by a Director of Educare College or a person authorised in writing by them.

3 GENERAL AND INTERPRETATION

To the extent permitted by Law:

1. Headings are for convenient reference only and do not affect interpretation.
2. Failure by Educare College to exercise any right under these Terms and Conditions or a delay in exercising any right is not a waiver or variation to that right. The partial exercise by Educare College of any right under these Terms and Conditions does not prevent the complete or further exercise of that right.
3. Any failure by Educare College to enforce any provision of these Terms and Conditions or any forbearance, delay or indulgence granted by it to the Customer will not be construed as a waiver of Educare College's rights hereunder.
4. These Terms and Conditions contain the entire understanding between the parties concerning their subject matter and supersede all previous agreements and understandings whether written or oral between the parties in respect of such subject matter.
5. Any notice required or permitted to be given by either party to the other under these Terms and Conditions, shall be in writing addressed to the other party at the address specified in these Terms and Conditions or such other address as may have been notified pursuant to this provision to the party giving the notice. Such notices may be given by personal delivery, email or post.
6. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
7. Educare College is a registered training organisation, as such it must comply with the Laws.
8. You acknowledge that Educare College may be required to make changes to Courses (including units, learning materials and assessments), these Terms and Conditions and the Educare College Policies and Procedures from time to time.
9. If Educare College incurs any cost or expense in connection with exercising, or attempting to exercise, any of its rights pursuant to these Terms and Conditions or otherwise enforcing these Terms and Conditions, the amount of such cost and expense may be recoverable from you.
10. The singular includes the plural and vice versa and words importing a gender include any gender.
11. The word 'person' includes a firm, a partnership, a joint venture, a body corporate, an unincorporated association, any corporate or governmental body or any authority;
 - 11.1. An Agreement, representation or warranty;
 - 11.2. in favour of two or more persons is for the benefit of them jointly and severally; and
 - 11.3. on the part of two or more persons binds them jointly and severally; and
12. A reference to:
 - 12.1. a party includes the party's executors, administrators, successors, substitutes (including parties taking by novation) and assigns;
 - 12.2. a document includes any amendment, supplement, variation, replacement or novation of it;
 - 12.3. Any Act, statute, regulation, proclamation, ordinance or by-law includes all Acts, statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and a reference to any Act or statute includes all regulations, proclamations, ordinances and by-laws issued under that Act or statute.
13. A thing includes the whole and each part of it;
14. A group of persons includes all of them collectively, any two or more of them collectively and each of them individually;

4 ORIENTATION

Students will be given a full orientation on their start day. An Orientation session is arranged for all students, unless studying via distance whereby a telephone/ e-mail orientation will be conducted. The Orientation program is designed to give you important information that will help familiarise you with Educare College, our support services and your course, along with:

- 1.1. understanding the information contained in the Student Handbook, including your rights as a student,

- 1.2. ensuring you are familiar with the facilities, classes and resources,
- 1.3. meeting your VET Teacher and additional support staff,
- 1.4. understanding your course timetable, class requirements and attendance,
- 1.5. understanding your overall course assessment requirements, including work placement if applicable,
- 1.6. providing you with essential evacuation and emergency plan procedures, and
- 1.7. practical placements (if applicable) and associated assessment requirements,
- 1.8. discussion of the on-the-job training which will form a part of the program, if you are enrolled in a traineeship or studying in a flexible workplace-based learning mode,
- 1.9. outline of traineeship requirements, if you are undertaking the study as part of a traineeship,
- 1.10. emergency procedures,
- 1.11. knowing where to access more information, as required.
- 1.12. Being provided with all your course contents and materials

5 OUR VET TEACHERS

1. Each student has an allocated VET Teacher to assist and direct you throughout your studies. Your VET Teacher is your first point of contact for questions in regard to your assessments and course content. You will receive your VET Teachers contact details and are able to contact them within business hours.
2. In order to deliver nationally recognised training our VET Teachers must meet rigorous criteria of competency checks as per the following criteria;
3. Hold the TAE40110 Certificate IV in Training and Assessment from the TAE10 Training and Assessment Training Package as a minimum qualification; and
4. Must be able to demonstrate vocational competencies at least to the level being delivered and assessed; and
5. Be able to demonstrate how they are continuing to develop their VET knowledge and skills as well as maintaining their industry currency and VET Teachers competency.

6 FLEXIBLE LEARNING

1. Flexible learning and assessment procedures form part of the delivery and assessment strategies adopted and implemented by Educare College. Where possible, we customise our learning resources to meet the specific needs of all of our students, which ensure a flexible learning process.
2. Depending on the degree of flexibility involved additional fees may be incurred, but in such an instance you will be made aware of this and the circumstances requiring any such charges will be documented with you and agreed to.
3. You can choose to study;
 - 3.1. Classroom based: Face to face learning in the classroom, with Print based learning and assessment materials
 - 3.2. Online: Online Learning and Assessments materials
 - 3.3. Blended: Face to face learning in the classroom with online assessments
 - 3.4. Correspondence: Students will receive their work books through post and mail assessments back to Educare College
 - 3.5. Workplace: Face to face learning in the workplace, with Print based learning and assessment materials
4. Please discuss your delivery and assessment requirements with your Educare College VET Teacher and, where possible, alternate delivery/assessment strategies can be provided which may include components of on-the-job, off-the-job, assignments, distance education and e-learning. Learners' Guides and course support material are available for all units.

7 WORK PLACEMENT GUIDELINES

1. Work Placement allows students to gain skills, knowledge and experience within their chosen field of study.
2. It also allows students to put in practice the theoretical components of the qualification they are completing.
3. Work placement is a compulsory requirement of the following qualifications;

- a. CHC50113 Diploma of Early Childhood Education and Care
- b. CHC52015 Diploma of Community Services
- c. CHC30113 Certificate III in Early Childhood Education and Care
- d. CHC33015 Certificate III in Individual Support
- e. CHC43015 Certificate IV in Ageing Support
- f. CHC43115 Certificate IV in Disability

7.1.1 WORKING WITH CHILDREN / VULNERABLE PEOPLE REQUIREMENTS

1. You will have to ensure that you have met any State requirements / police checks for Working with Children or Vulnerable People applicable to the industry in which you will be working prior to commencing work placement. Your Program Outline will provide further information applicable to the qualification you are enrolled in.

7.1.2 RESPONSIBILITIES ON WORK PLACEMENT

1. While on work placement, you are representing yourself and Educare College. You are expected to behave in a respectful, professional manner at all times.
2. **While on work placement you are expected to:**
 - a. Follow the host organisation rules and follow all reasonable instructions of the organisation and their staff.
 - b. Be punctual, courteous and act in a manner appropriate to a workplace for allocated shifts and roster times as determined by the host organisation. For example, telephone the host organisation and the Educare College contact person if you are going to be absent, preferably in advance, otherwise as early as possible.
 - c. Comply with all legislative and policy requirements of the host organisation. Such requirements may include occupational health and safety matters, maintaining commercial confidentiality or privacy of personal information.
 - d. Comply with all work health and safety policies and legislation, including wearing protective clothing and using safety equipment as directed by the host organisation or their staff.
 - e. Take reasonable care to protect your own health and safety and the health and safety of others in the workplace. This includes not consuming alcohol or drugs, which may constitute a risk to personal safety or the safety of others.
 - f. Report all incidents and accidents to the host organisation and to Educare College as soon as possible after the event. A Educare College incident form must be completed to document this, as well as any other reporting requirements of the host organisation.
 - g. Obtain all medical treatment deemed necessary by a medical practitioner if you are injured while on placement. (Note that you are responsible for the cost of all medical expenses covered by Medicare, or a combination of Medicare and private health funds, in respect of injuries, including the gap between the cost of medical treatment and Medicare/private health fund payments).
 - h. Refer to your Work Placement Agreement which fully outlines your responsibilities while on work placement, as well as those of Educare College and your host organisation.

8 FEES AND REFUND POLICY

The amount of fees, including program fees, administration fees, material fees, and any additional fees which may be applicable for services, and the payment terms where applicable, have been already provided to you. Please do not hesitate to speak with our enrolment representative should you have any questions or concerns prior to the commencement of your course.

1. The following conditions apply to any refunds:
 - 1.1. Educare College reserves the right to cancel or postpone a course prior to its scheduled commencement date, if required.

- 1.2. All course fees are to be refunded in full if the RTO is unable to commence the course as agreed due to unforeseen circumstances.
 - 1.3. Pre-paid fees may be transferred to an alternative enrolment where the student agrees. Educare College will notify students in writing as soon as practicable should this occur, and inform students of their rights, and where appropriate how the student may initiate their studies, for example through provision of a list of other training providers offering the course/qualification.
 - 1.4. Where Educare College has commenced but is unable to complete the course due to unforeseen circumstances, any 'unused tuition' fees are to be refunded to the student. Students will be notified in writing as soon as practicable of the cancellation and will be informed of their rights as above.
 - 1.5. Cooling off period: We provide students with a cooling-off period of 7 days after submitting your application for enrolment. An administration fee may apply for any cancellations within the cooling off period, .
 - 1.6. Students may cancel their enrolment for any reason, up to 7 days (the “cooling off” period) following the submission of their application for enrolment. Please be aware that we may retain a non-refundable administration fee for cancellations within the cooling off period.
 - 1.7. The following exceptions may also apply;
 - 1.8. State Funded Courses - Students completing state funded training are not eligible for a refund of any fees paid unless otherwise stated in the applicable funding contract. Please ask the Administration Support team for further information.
2. For information on fees, refunds and whether a cooling off period is applicable for your enrolment, please refer to the terms and conditions for your enrolment.
 3. If you fail to notify Educare College of your cancellation in writing you will be deemed as still being enrolled and you will be liable to pay the Course Fee in full. If a student can demonstrate that matters beyond their control have resulted in their cancellation then a request for a refund, in full or for a proportion of the fees paid, maybe submitted to Educare College for consideration. Any such application will be considered on its merits.

Implications of receiving Government Funded Training

- a. When making the decision to accept government funded training, please take into consideration the implications of accepting a funded place and how this may affect your future plans and decisions.
- b. Some implications associated with funded programs include;

Certificate 3 Guarantee (Queensland):

- a. You can only receive funding towards your FIRST post-school qualification.
- b. So, it is important that you take your time to carefully consider your training options and compare different providers and their fees before committing to a course of study AND/OR

Higher Level Skills (Queensland)

- a. You can only receive funding towards one (1) Certificate IV, or higher qualification (excluding any completed at school). So, it is important that you take the time to carefully consider your training options and compare different providers and their fees before committing to a course of study

9 LEGISLATIVE OBLIGATIONS OF EDUCARE COLLEGE

1. Educare College will provide the Course to you in accordance with these Terms and Conditions.
2. Australian law requires providers of education and training courses to be registered and sets out other requirements which Educare College, any affiliates and educational agents have to comply with.
3. As a requirement of the Standards for Registered Training Organisations 2015, Educare College must ensure it stays up to date with all relevant legislation administered by all State governments in the states where the training is delivered.
4. Educare College is subject to legislation related to training and assessment as well as general business practice. This legislation governs our obligations as a Registered Training Organisation (RTO), our obligations to students, and relates to the industry in which we conduct training. This legislation is continually being updated and all Educare College representatives are made aware of these changes as they occur. The legislation that particularly affects the delivery of our training and assessment services at present are discussed below.
5. The Quality Assurance team at Educare College maintain a listing of all applicable legislation affecting the delivery of our services across the country. Our staff are informed of changes to legislation through our internal governance activities (team meetings, professional development sessions, and the company's intranet).

6. If participants require any further information regarding relevant legislation, please contact Educare College.
7. We've included a summary of important legislation, and the requirements that Educare College is required to meet under each legislative act.
8. National Vocational Education and Training Regulator Act 2011
 - a. The Act provides a range of sanctions of increasing severity, escalating from enforceable undertakings and additional conditions on registration through to suspending or cancelling the registration of an RTO.
 - b. ASQA will apply these powers and sanctions with proportion, rigor, fairness and consistency.
9. Student Identifiers Act 2014
 - a. The USI will allow all of an individual's training records, entered in the national vocational education and training (VET) data collection, to be linked.
 - b. The USI makes it easier for students to find, collate and authenticate their VET achievements into a single transcript. It will also ensure that students' VET records are not lost.
10. Work Health and Safety Act, 2011 (NSW, QLD, NT), Work Health and Safety Act 2012 (ACT, SA, TAS), Occupational Safety and Health Act 1984 (WA), Occupational Health and Safety Act 2004 (VIC)
 - a. The main object of this Act is to provide for a balanced and nationally consistent framework to secure the health and safety of workers and workplaces by:
 - I. Protecting workers and other persons against harm to their health, safety and welfare through the elimination or minimisation of risks arising from work; and
 - II. Providing for fair and effective workplace representation, consultation, co-operation and issue resolution in relation to work health and safety; and
 - III. encouraging unions and employer organisations to take a constructive role in promoting improvements in work health and safety practices, and assisting persons conducting businesses or undertakings and workers to achieve a healthier and safer working environment; and
 - IV. Promoting the provision of advice, information, education and training in relation to work health and safety; and
 - V. Securing compliance with this Act through effective and appropriate compliance and enforcement measures; and
 - VI. Ensuring appropriate scrutiny and review of actions taken by persons exercising powers and performing functions under this Act; and
 - VII. Providing a framework for continuous improvement and progressively higher standards of work health and safety; and
 - VIII. Maintaining and strengthening the national harmonisation of laws relating to work health and safety and to facilitate a consistent national approach to work health and safety in this jurisdiction. (2) In furthering subsection (1)(a), regard must be had to the principle that workers and other persons should be given the highest level of protection against harm to their health, safety and welfare from hazards and risks arising from work as is reasonably practicable.
11. Disability Discrimination Act 1992
 - a. To eliminate, as far as possible, discrimination against persons on the ground of disability in the areas of:
 - I. work, accommodation, education, access to premises, clubs and sport; and the provision of goods, facilities, services and land; and existing laws; and the administration of Commonwealth laws and programs;
 - II. and to ensure, as far as practicable, that persons with disabilities have the same rights to equality before the law as the rest of the community;
 - III. and to promote recognition and acceptance within the community of the principle that persons with disabilities have the same fundamental rights as the rest of the community.
12. Racial Discrimination Act 1975
 - a. Racial discrimination occurs under the RDA when someone is treated less fairly than someone else in a similar situation because of their race, colour, descent or national or ethnic origin.
 - b. Racial discrimination can also occur when a policy or rule appears to treat everyone in the same way but actually has an unfair effect on more people of a particular race, colour, descent or national or ethnic origin than others.
13. Sex Discrimination Act 1984

The Act seeks to create recognition and acceptance within the community of the principle of the equality of men and women.

14. Age Discrimination Act 2004 (Cth)

- a. The Age Discrimination Act aims to ensure that all Australians – young and old and everyone in between are treated equally and have the same opportunities as others.
- b. The Act protects you against discrimination in many areas of public life, including:
 - I. employment – getting a job, terms and conditions of a job, training, promotion,
 - II. being dismissed education – enrolling or studying in a course at a private or public school, college or university
 - III. accommodation – renting or buying a house or unit
 - IV. getting or using services – such as banking and insurance services, services provided by government departments, transport or telecommunication services, professional services like those provided by lawyers, doctors or tradespeople, services provided by restaurants, shops or entertainment venues.

15. Privacy Act 1988 and Australian Privacy Principles (2014)

Australians have a right to know why such information about them is being acquired, and who will see the information. Those in charge of storing the information have obligations to ensure such information is neither lost nor exploited. An Australian will also have the right to access the information unless this is specifically prohibited by law.

16. Fair Work Act 2009

17. This is the main legislation that governs the employee / employer relationship in Australia. It provides a safety net of minimum entitlements, enables flexible working arrangements and fairness at work and prevents discrimination against employees.

18. Copyright Act 1968

- a. Under copyright law, the copyright owner has a number of exclusive rights including the right to publish the work, control copying, prepare derivative works and perform of their work as well as the right to make the material available online.
 - b. Copyright is really a set of rights – copyright owners have economic and moral rights as well as legal rights.
 - c. Copyright law aims to protect the creative work of the copyright owner from unauthorised use by others.
 - d. Copyright law also tries to balance this right with the general public's right to access information.
19. Copyright protects the written expression of an idea or concept - it does not protect the actual idea or concept itself.
- a. Copyright doesn't give the author of a work a monopoly over the ideas or information expressed in that work – anyone can use the ideas contained in a work provided they do not use the exact words used by the author to describe the idea or concept.
 - b. Educare College adheres to the rules which exist for Training Institutions under the Copyright Act 1968. Students should be aware that any reproduction of course materials, text books or journals without the prior written consent of Educare College is a breach of Copyright Laws and, where necessary, will pursue the remedies available to us under the Act and its Regulations to protect our rights and entitlements.
20. As a Registered Training Organisation (RTO), Educare College must and will comply with all legislation, ordinances, rules, regulations, other delegated legislation, codes, guidelines, standards, and the requirements of any Authority so far as these may affect or apply to RTOs, vocational courses, the Course or Educare College business including:
- 20.1. the National Vocational Education and Training Regulator Act 2011 (NVR Act);
 - 20.2. the Standards for Registered Training Organisations (RTOs) 2015, made under subsection 185(1) and subsection 186(1) of the National Vocational Education and Training Regulator Act 2011.
 - 20.3. The ACPET Code of Ethics for Members, including: 3.3.3.1. ACPET's Revised Code of Ethics and New Code of Practice
 - 20.3.1. The Code of Practice Principles
 - 20.3.2. The ACPET Preferred Agent/Broker List
 - 20.3.3. The Code of Conduct for Agents/Brokers on the ACPET Preferred Agent/Broker List (“Laws”).
 - 20.4. Educare College may deliver a Course in conjunction with other RTOs that may or may not be related entities of Educare College (Affiliates). Where an Affiliate assists to provide your course, for example, it may be responsible for developing a curriculum, awarding your qualification or providing tuition. Educare College is responsible for its Affiliates and you will still be bound by this Agreement in respect of any Course delivered by Educare College in conjunction with its Affiliates.

- 20.5. Educare College takes all reasonable measures to use education agents that have an appropriate knowledge and understanding of the Australian education industry and not use education agents who are dishonest or lack integrity
- 20.6. If you know or suspect that an education agent acting or purporting to act on behalf of Educare College has engaged in, dishonest, false, misleading or unethical practices or has been negligent, careless or incompetent, you must notify us immediately so that we can take immediate corrective and preventative action.
- 20.7. Educare College will ensure that its staff are suitably qualified or experienced in relation to the functions they perform in connection with your Course and that its education resources, including facilities, equipment, learning and library resources and premises, are adequate to support to the delivery of the Course to you.

10 CONDITIONS OF ENROLMENT

1. Your enrolment in a Course is conditional upon acceptance by Educare College of your enrolment in a Course.
2. By accepting these Terms and Conditions you acknowledge and warrant that you understand and accept the prerequisites, requirements, costs and obligations that you will incur by enrolling in a Course with Educare College, including those set out in Educare College Policies and Procedures and Educare College's Student Handbook.
 - 2.1. Acceptance of your enrolment is at Educare College's discretion.
 - 2.2. Enrolment may be refused for any reason, including if Educare College's considers:
 - 2.2.1. that you do not have the qualifications, experience and English language proficiency appropriate for the Course;
 - 2.2.2. that accepting your enrolment would be a breach of any Laws;
 - 2.2.3. that you will not be able to complete the Course;
 - 2.2.4. you fail to pay any upfront fees, deposits or instalments required by your Course.
3. Educare College offers a 7 day 'cooling off period' which allows you to cancel these Terms and Conditions and your Course within 7 days after you submit your application for enrolment.
4. You may cancel these Terms and Conditions and your Course for any reason within the 7-day period after you submit your application for enrolment by written notice to Educare College, by email.
5. An administration fee will be payable for any cancellations within the cooling off period.

11 COURSE MATERIALS AND CERTIFICATION

1. Subject to you complying with these Terms and Conditions, Educare College will for the duration of your Course:
 - 1.1. supply your materials for the first study period of your course;
 - 1.2. supply your materials for the subsequent study periods for your course after Educare College have determined, in its sole discretion, that you have successfully completed the prior study period for your course;
 - 1.3. provide you with access to our Learner Management System from your computer where that computer uses computer equipment, computer software and internet (which meet Educare College's specifications from time to time);
 - 1.4. provide you with access to learning and administrative support;
 - 1.5. grade your assessments, or procure that an Affiliate grade your assessments; and
 - 1.6. provide feedback and grades for your assessments through our Learner Management System.
2. Either Educare College or its Affiliate (whoever is most appropriate) will issue to you an appropriate certification for your Course once you have successfully completed all study periods and paid all Course Fees associated with your Course.
3. Reprints of Qualifications
 - a. At any time after completing your Course, you may request a re-print of your Qualification or Statement of Attainment. The request must be in writing and a fee of \$50 per re-print applies, plus any postage fees. Proof of identity is required when requesting a re-print

12 PAYMENT OPTIONS

1. Fee for Service

- a. Full Fee for Service is a course where you are accountable for 100% of the course fees.
- b. If you are undertaking your course under full-fee-for-service arrangements, you will be provided with all fee information in the pre-course documentation prior to accepting a training proposal or enrolments taking place.
- c. Irrespective of the availability and receipt of government subsidies by an employer or student, it is a requirement of the RTO that where course fees, enrolment fees or other charge are applicable these must be paid by the specified due dates based on a tax invoice and paid in Australian dollars.
- d. Educare College offers payment plans for the convenience of students and employers.
- e. The payment plan is set to take out payments in instalments (as agreed on the application form) from either your bank account or credit card each fortnight. Fees may apply.

2. Government funding assistance

- a. Government funding is available to assist students with course fees in industry areas where skilled workers are needed. Applicants must be able to fulfil a list of criteria to be eligible to apply and receive government funding. Funding criteria is unique to each funding program and will be carefully screened during your enrolment session.
- b. At both state and federal level, government commitment to upskilling the Australian workforce has resulted in a comprehensive framework of funding schemes and incentive opportunities. For more information on government funded programs contact your enrolment representative.

3. Government agency links

- a. Below are the links to some of the relevant Government agencies;
- b. Department of Education and Training www.education.gov.au
- c. Centrelink www.humanservices.gov.au
- d. Department of Immigration and Citizenship www.immi.gov.au/amep/
- e. Reading and Writing Hotline Telephone: 1300 655 506 Website: <http://www.literacyline.edu.au/index.html>

13 WARRANTIES, REPRESENTATIONS AND INTELLECTUAL PROPERTY

1. Any decision to enrol in a Course must be made by you. While Educare College will provide you with relevant information in relation to the Courses to assist you to make a decision, it makes no guarantees as to Course outcomes such as employment or financial outcomes in Australia or elsewhere.
2. The guarantees, warranties and conditions implied by or provided by law or statute which cannot be excluded by contract are included in these Terms and Conditions. All other guarantees, warranties and conditions under any legislation, the common law, equity, or trade or custom are excluded from these Terms and Conditions unless otherwise expressly stated.
3. Ownership of all copyright, proprietary and intellectual property rights in respect of or arising out of or in connection with the Course, any marketing and study materials, assessment materials and content and any other Course documentation and content (“Course Material”) is vested in and will remain vested in Educare College or a nominated third party and nothing in these Terms and Conditions confers any proprietary or intellectual property rights on you in respect of the Course Material.
4. You may keep the Course Material that Educare College provides to you, however you must not reproduce or distribute any part of the Course Material without Educare College’s prior written consent.

14 YOUR OBLIGATIONS AND PAYMENT OF FEES

1. By accepting this Agreement, you:
 - 1.1. warrant that you fulfil all entry requirements and have the required equipment, as specified on the Educare College website, for the course in which you enrol;
 - 1.2. represent and warrant that all information provided to Educare College at the time of enrolment was accurate and complete and not misleading and that you included all information that may impact on your ability to complete the Course (such as a disability);
 - 1.3. agree to pay your Course Fees and any Course Related Charges (plus GST, if applicable) (Fees).
 - 1.4. If you are paying your Fees by instalments, you must:
 - 1.4.1. complete a Credit Card Authorisation; or
 - 1.4.2. complete a Direct Debit Request Service Agreement; and
 - 1.4.3. pay all such instalments on or before the due date.
 - 1.5. If you fail to pay the Fees in accordance with clause 6.1.3 or commit any other default or misconduct in connection with these Terms and Conditions, the Student Handbook and/or Educare College's Policies and Procedures, then Educare College may take any action permitted by law and which may include:
 - 1.5.1. withholding the provision of materials for your Course; and/or
 - 1.5.2. restricting access to the Learner Management System; and/or
 - 1.5.3. withholding the grading of assessments; and/or
 - 1.5.4. ceasing or suspending any obligation Educare College or an Affiliate has under these Terms and Conditions; and/or
 - 1.5.5. notifying relevant credit agencies of your default; and/or
 - 1.5.6. withdrawing you from the Course.
 - 1.6. If you are in arrears in respect of an instalment, the total outstanding balance of any Fees will become immediately due and payable.
 - 1.7. You acknowledge and agree that:
 - 1.7.1. you must have access to a computer, computer equipment, computer software and internet (which meet Educare College's specifications from time to time) while you are completing your course;
 - 1.7.2. depending on your course, you may be required, at your own expense, to provide additional equipment or materials or undertake additional studies or certifications (these requirements are set out on the Educare College website); and
 - 1.7.3. additional or supplementary learning materials for your course may only be available through the online learning system.
 - 1.7.4. The Course Fee does not include:
 - 1.7.4.1. postage of any assessments or other materials by you to Educare College;
 - 1.7.4.2. any materials that are listed as "Computer Requirements" or "Additional Requirements" for your particular course on the Educare College website;
 - 1.7.4.3. travel, accommodation or other personal costs (such as uniforms) associated with undertaking a work placement or workplace assessments;
 - 1.7.4.4. Any materials not listed as Resource Materials for the student's course
 - 1.7.4.5. Any equipment that will be retained by the student as his or her own personal property;
 - 1.7.4.6. Excursions if they arise;
 - 1.7.4.7. Printing of learning materials that are made available online;
 - 1.7.4.8. Replacing issued learning materials which the student has lost or damaged;
 - 1.7.4.9. Additional assessment requirements;
 - 1.7.4.10. Replacement copy of a student's certificate;
 - 1.7.4.11. Technology device loan.
 - 1.7.5. You must inform Educare College in writing within seven (7) days of any corrections or changes to your personal details including name, residential or postal address, email address, phone numbers, payment options and banking details.
 - 1.7.6. You must retain a copy of all assessments submitted to Educare College for the duration of your course. Assessments submitted by mail to Educare College will not be returned to you.
 - 1.7.7. You must maintain a current email address for the duration of your course.
 - 1.7.8. Educare College will communicate with you via email and/or through our online system.

- 1.7.9. If your Course contains work placements, workplace assessments or other structured workplace learning (Structured Workplace Learning):
- 1.7.9.1. you must find a suitable workplace or workplaces to undertake the Structured Workplace Learning components of your course;
 - 1.7.9.2. Educare College will assess and determine, in its sole discretion, whether the workplace you identify is suitable for the particular Structured Workplace Learning (depending on the nature of the workplace and the assessment requirements);
 - 1.7.9.3. you may be required to travel to an appropriate workplace (at your own cost) if you are unable to locate an appropriate workplace within your local area; and
 - 1.7.9.4. Educare College may undertake workplace assessments in a range of ways, which may include: completion of a logbook; telephone interviews with you and your supervisor; and completion of a workplace assessment portfolio.
 - 1.7.9.5. Educare College may undertake workplace assessments at approved workplaces. If you cannot attend the workplace on the assessment date you must notify Educare College in writing fourteen (14) days before the assessment date. Failure to attend the assessment or cancellation of the assessment less than 14 days from the assessment date may result in an administrative fee being incurred, which you must pay.
 - 1.7.9.6. If your Course prepares you to undertake external examinations, you are responsible for establishing your own eligibility and making arrangements to attend and pay for any fees and charges with respect to the external examination. Educare College make no representations regarding external examinations.

15 REFUNDS, DEFERMENTS, EXTENSIONS AND TRANSFERS

1. Subject to the cooling off period and any default by Educare College in its obligation to provide the Course to you, if you wish to withdraw from your enrolment after submitting your application for enrolment, you will not be entitled to any refund of any of the Fees, and you will be liable to pay the same for the entire duration of the Course.
2. You must complete your Course (including any Structured Workplace Learning) within the timeframe specified by Educare College, in your confirmation of your enrolment (Maximum Duration), subject to clause 8.3.
3. If you are experiencing difficulties completing your and require more time to complete your studies, you may request to defer or extend your studies. To defer or extend your studies, you will need to contact Administration Support or make a request to us in writing before the expiration of your Course. Educare College will only agree to extend or defer your Course where you have not made a previous request and there are extenuating circumstances or special considerations supported by documentation submitted to Educare College, such as personal difficulties or changed circumstances that are likely to impact on your ability to study. Requests for re-scheduling of any Course or program or subject pursuant to a deferment or extension may incur additional fees or Course Related Charges.
4. To apply for a Course deferral or extension, you must:
 - 4.1. have paid all Fees that are due at the time;
 - 4.2. submit a completed Course deferral or extension request to Educare College, and which may require a medical certificate (where applicable); and
 - 4.3. advise Educare College of the date you expect to return to study; and
 - 4.4. agree to pay any Course deferment or extension fee and administrative charges that may be payable to Educare College as a condition of your Course deferment or extension at Educare College absolute discretion.
5. If Educare College approves your application to defer or extend your study, then Educare College may, without limitation:
 - 5.1. extend the Maximum Duration of your Course by up to six (6) months;
 - 5.2. agree with you an alternative payment plan, which may include deferral or extension of instalments for up to six (6) months; and/or
 - 5.3. provide to you additional academic and learning support services.
6. Where there are extenuating circumstances or special considerations of a continuing and serious nature which will materially affect your ability to continue with your Course, and having regard to such circumstances or considerations it is not possible for you to continue or defer or extend the Course, Educare College may at its absolute discretion agree to:
 - 6.1. Accept a written application from you to cancel the Course;
 - 6.2. release you from the payment of future instalments; and/or
 - 6.3. grant a pro-rata refund of the Course Fees (taking into account the portion of the Course that has been completed and the costs associated with the provision of learning materials).

7. Educare College will not consider applications for cancellation due to extenuating circumstances or special considerations for matters including where:
 - 7.1. you change jobs;
 - 7.2. your work hours changes;
 - 7.3. you move address (including inter-state or international moves);
 - 7.4. your Course changes as a result of a regulatory change governing Educare College;
 - 7.5. you find the Course more difficult, time consuming or stressful than you had expected; or
 - 7.6. you resign from or terminate your employment.
8. If for any reason you feel that we were unable to fulfil your training requirements and need to move to another provider, Educare College will assist you with the transition. If you have been found competent in any units of competency, we will issue you with a Statement of Attainment which you can use as Credit Transfer with your new provider. You will still be required to pay any outstanding Fees. To transfer your studies, you will need to contact Administration Support or make a request to us in writing before the expiration of your Course.
 - 8.1. For the avoidance of doubt, Course Fees will not be refunded as a result of a Course transfer.
 - 8.2. If you decide to pursue an alternative Course with Educare College after commencing your studies, you may apply for a Course transfer.
 - 8.3. To apply for a Course transfer, you must:
 - 8.3.1. have paid all Fees that are due at the time; and
 - 8.3.2. submit a Course transfer request to Educare College within three months of the Agreement Date;
 - 8.3.3. Educare College will approve your Course transfer request if:
 - 8.3.3.1. you satisfy the criteria set out in clause 8.1.1 above;
 - 8.3.3.2. you meet the entry requirements for the Course you wish to transfer to;
 - 8.3.3.3. you have not previously been approved for a Course transfer;
 - 8.3.3.4. the Course you wish to transfer to is taking new enrolments; and
 - 8.3.3.5. you agree to pay all Fees for the new Course; and
 - 8.3.3.6. you agree to pay any Course transfer fee and administrative charges that may be payable to Educare College as a condition of your Course transfer at Educare College absolute discretion.
 - 8.3.4. Course Fees will not be refunded as a result of a Course transfer, however, Educare College, may at its absolute discretion agree to reduce, waive, refund or give you a credit in respect of any Fees paid by you in respect of the original or the new Course where you apply to transfer to a new Educare College Course. For example, if the new Course is of greater value than your current Course, then Educare College may only require you to pay additional Course Fees equal to the difference between the value of the original Course and the new Course or if the new Course is of lesser value than your original Course, then Educare College may allow you to apply the difference between the original Course Fee and the new Course Fee towards a future Course with Educare College. Any such future course must be commenced within 6 months of the completion of the Course you transfer into.
 - 8.4. Where Educare College is unable to provide the Course or there is a serious failure in the provision of the Course by Educare College, Educare College will, acting reasonably, offer you:
 - 8.4.1. the opportunity to undertake the Course again at no additional cost; or
 - 8.4.2. the opportunity to undertake a similar or alternative Course at no additional cost; or
 - 8.4.3. a full or pro-rata refund of the Course Fees (taking into account the portion of the Course that has not been completed, whether any completed Course units can be credited and transferred to another Course, and the extent of the failure by Educare College to provide the Course).
 - 8.4.4. New Zealand Citizens may enrol in selected Educare College Courses subject to the following additional terms:
 - 8.4.5. You acknowledge that the qualifications delivered by Educare College are designed specifically to meet Australian workforce requirements. Further, the Nationally Recognised Training qualifications delivered by Educare College are developed in accordance with the Australian Qualifications Framework.
 - 8.4.6. You are solely responsible for ascertaining the recognition and appropriateness of your Course to the meet your specific requirements in New Zealand.
 - 8.4.7. If your Course contains Structured Workplace Learning, it is your responsibility to:
 - 8.4.7.1. find an appropriate workplace to undertake the Structured Workplace Learning components of your course in Australia;
 - 8.4.7.2. ensure that you meet the relevant visa requirements to enable you to undertake your Structured Workplace Learning in Australia and ensure that you have no visa restrictions that will prevent you from undertaking Structured Workplace Learning in Australia; and

- 8.4.7.3. complete any necessary regulatory checks, including those that may be required in Australia as specified in the Workplace Assessment Guide for your Course, for example National Police Check and Working with Children Check

16 ATTENDANCE

1. Educare College expects students to attend all scheduled training sessions or visits. Non-attendance will impact on your ability to complete assessments and/or the course successfully. Student attendance is recorded and monitored for all courses.
2. Students are obliged to notify their VET Teacher if they know that they are going to be absent from any session or visit, or to call Educare College to advise course administration staff.
3. In the unlikely event that Educare College is compelled to postpone a course/training session then our administration staff will contact the students/course participants/clients as soon as practicable, either by phone or text message and by email (if available), to advise of any change and the circumstances requiring it.

17 EMPLOYABILITY SKILLS AS PART OF YOUR QUALIFICATION

1. Employability Skills are skills which apply across a variety of jobs, job roles and life contexts. They are sometimes referred to as key skills, core skills, life skills, essential skills, key competencies, necessary skills, and transferable skills. Industry's preferred term for them is Employability Skills.
2. Employability Skills are defined as "skills required not only to gain employment, but also to progress within an enterprise so as to achieve one's potential and contribute successfully to enterprise strategic directions".
3. There are eight principal Employability Skills:
 - a. communication
 - b. teamwork
 - c. problem solving
 - d. initiative and enterprise
 - e. planning and organising
 - f. self-management
 - g. learning
 - h. technology
4. A summary of the employability skills developed for each qualification can be downloaded from this website <http://employabilityskills.training.com.au>

18 TRAINEESHIPS

18.1 WHAT TRAINEE STUDENTS AND EMPLOYERS SHOULD EXPECT

1. The training delivered by Educare College is competency based which means that students/course participants are assessed on the skills which they can demonstrate, the tasks that they can perform and any underpinning knowledge they have gained to effectively perform their work.
2. It is essential that students/course participants and their employer, where appropriate, be thoroughly familiar with the content of the student **course handbook**.
3. Educare College is to be notified of any changes of circumstances or problems which affect the ability of the student/course participant to complete the traineeship or course.
4. The student is obliged to;
 - a. Maintain contact with your VET Teacher via face to face visits, phone or email to keep them advised of your progress.
 - b. Gather a range of evidence as you progress through your Course.
 - c. Complete the training and assessment tasks set for you, and ensure you have the tasks completed as directed by the VET Teachers and bring the tasks to the next session/visit.
 - d. Seek feedback from your workplace supervisor (if applicable) and the VET Teacher on your progress.
 - e. Meet attendance and behaviour requirements.
 - f. Seek assistance if you are experiencing difficulties - refer to the section on Support Services
 - g. As a student/course participant you are responsible for notifying your VET Teacher if you are unable to keep an appointment with a minimum of 24 hours' notice.

18.2 APPLICABLE TO ON-THE-JOB TRAINING ONLY/ The employer has the responsibility to;

1. Providing a safe working environment.
2. The provision and delivery of instruction in the on-the-job-training.
3. Providing 'hands-on' experience and a full range of work and appropriate facilities for the learner to acquire the knowledge and skills needed to complete the traineeship/course
4. If you are on a traineeship provide trainees with sufficient time for the purpose of undertaking formal training/learning/assessment activities and developing competencies aligned to work based tasks (as per the Traineeship - Training Plan)
5. The supervision, practice and support needed to develop skills.
6. Co-ordinating workplace training and assessment so that it fits in with the learner's everyday work and their training.
7. Liaising with the VET Teacher regarding formal assessment times and methods.
8. Signing the learner's training plan, assessment visit reports and supervisor reports.
9. Retaining a copy of the Training Plan in the workplace and having this documentation available if a State Training Services training officer asks to see a copy.

18.3 COURSE ASSESSMENT PROCESS

1. Where possible, in relation to workplace-based education, assessment tasks are designed for completion as work-based tasks, giving students the opportunity to apply their learning in their day to day work situations.
2. Vocational competency is defined as broad industry knowledge and experience, usually combined with a relevant industry qualification.
3. A person who has vocational competency will be familiar with the content of the vocation and will have relevant current experience in the industry. Vocational competency must be considered on an industry-by-industry basis and with reference to any guidance provided in the relevant Training Package or Accredited Course.
4. In competency-based Assessment you may be deemed as 'competent' or 'not yet competent'. If you are deemed 'not yet competent', additional support will be provided to help you to complete the unit and prepare for an additional Assessment event.
5. Assessment in a Unit of Competency is made up of several tasks. You will need to complete and be found satisfactory in each task in order to fully complete the Unit of Competency and receive a Competent result.

18.4 COURSE PROGRESSION

1. Your progression through your chosen course will be monitored at all times. If you fall behind the benchmarked progress targets, your VET Teacher will contact you to discuss any difficulties you are having and what support we can provide to assist you maintain your progress towards completing your training.
2. You will be making unsatisfactory course progression if you:
 3. have not engaged in any learning or assessment activities for three consecutive months, and/or
 4. fail to achieve competency in the same unit three times; or
 5. do not complete your program of learning within the maximum course duration as specified in the course information provided in the relevant course outline, and on the website; or
 6. are deemed to be an unsafe practitioner at any point during, or following work placement/work experience.
7. If you are at risk of not making satisfactory course progression, you may be offered extra support through the implementation of an intervention strategy. The extra support may include one of more of the following:
 - a. Learning support / Academic skilling
 - b. Strategies identified by the LLN instrument completed by the student for the qualification they are enrolled in
8. Your progression will be monitored on the basis of your course results in relation to your progress and professional practice in relation to work placement/work experience. No other factors are taken into account when identifying students at risk of not progressing.
9. If you are having trouble, please don't wait to be identified as at risk of not progressing. Talk to your VET Teacher about additional support that may be suitable for you or speak to the Student Support team.

How much time should I spend on my Assessments?

1. Depending on the level of the qualification you are studying, your VET Teacher will use different criteria to assess your work.
2. Generally, the higher your qualification is the more time will be required to successfully achieve the qualification.
3. The qualification is made up of assessments which comprise of either one unit of competency or a cluster of competencies.

We recommend that you allocate yourself approximately

- a. 3 – 5 hours to complete a Certificate III assessment
 - b. 6 – 12 hours for a Certificate IV assessment
 - c. 10 – 20 hours for a Diploma assessment
4. Please note, these are guidelines only, you may find you spend more or less time on an assessment depending upon your experience and your direct exposure to or involvement with the subject matter in the workplace.
 5. Generally, participants enrolled in a qualification will be made aware of their course's schedule in advance, including the assessment due dates.
 6. Educare College recommends participants work out a study plan, as time management is incredibly important. We fully appreciate that sometimes it's not all that easy to combine work, family and study.
 7. With employment-based learning we recommend talking to your manager about study time and assessment due dates. Remember, your employer wants you to achieve qualifications and develop your skills – if you don't seek their understanding and support then they can't help you.

19 APPENDIX REFERENCE

LEGISLATION RELATING TO SPECIFIC COURSES

Aged Care, Early Childhood Education and Care, Disabilities, Individual Support and Community Services

- a. Aged Care Act 1997
- b. Education and Care Services National Law
- c. Family Law Act 1975
- d. State Guardianship and Administration Acts, *e.g. Guardianship and Administration Act 2000 (QLD)*
- e. State Health Records Acts, *e.g. Health Records and Information Privacy Act 2002 (NSW)*
- f. State Child Protection Legislation *E.g. Children and Young Persons (Care and Protection) Act 1998 (NSW)*