

TERMS AND CONDITIONS OF ENROLMENT

Version No.	V19.8
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By agreeing with the Terms & Conditions, you are entering an Agreement with NATIONAL COLLEGE AUSTRALIA ('NCA' or 'the College') confirming that you accept:

YOUR ENROLMENT

Your responsibilities:

- to comply with NCA's student policies and procedures as published on the College's website (<https://www.nationalcollege.edu.au/>) and which may change from time to time for regulatory purposes
- that you fulfil any eligibility requirements for the course you enrol in as specified on NCA's website
- that all the information you have provided at the time of this enrolment is accurate and truthful and does not impact your ability to complete the course
- that you have access to the necessary equipment and software to be able to complete the course you enrol in
- you will save a copy of any printed assessments you might be required to submit
- you agree that NCA can capture your IP address to verify your consent to this Agreement
- your parent or guardian must accept these Terms and Conditions if you are under the age of 18, and he/she is responsible for payment of the Fees
- The content of the material NCA provides you is copyright as stated on the material. Materials produced by NCA or other parties remain the intellectual property rights and sole property of party. You may not reproduce any part of the materials or assessments without NCA's prior written consent.

Our responsibilities:

- provide you with a delivery and assessment plan that clearly shows assessment due dates
- ensure we enrol you into the right course, and provide advice if we think you have chosen a course that is not the best selection for you
- provide you with pre-enrolment information that is clear, accurate and current
- provide you with learning and assessment materials required to complete your course
- assign you with a qualified Facilitator/Assessor to provide you with academic guidance and support and to mark your assessments
- provide you with access to learning and administrative support
- issue you with the appropriate certification upon completion

COURSE FEES AND CHARGES

NCA charges fees for participation in accredited training and assessment for Australian Qualifications Framework (AQF) qualifications. All fees and charges are published on the College's website, and in relevant marketing material.

On successful completion of all required assessments, and full payment of course fees, NCA will issue the appropriate certification.

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Your responsibilities:

- to pay the course fee as advertised on the College's website and/or as invoiced to you within 14 days
- to pay for any of the administrative charges associated with your enrolment, advertised as "Other Fees and Charges" on the website
- the College is not liable for any additional costs you might incur for the course, such as extra materials, postage, travel, accommodation, clothing etc.
- all course fees must be paid before certification can be issued
- payment plans are available for any charges over \$500
- if you are paying in instalments, meet the requirements of your Direct Debit Service Agreement
- if your direct debit payment defaults, a dishonour fee of \$6.00 will be charged. A second attempt will be made within 7 days of the original Debit; re-debit will incur at no charge.
- if your direct debit payments default for two consecutive payments, NCA will forward the matter to a debt collection agency
- if you fail to meet the payment requirements, you will lose access to the online portal and any outstanding assessments will not be marked
- if defaults continue on your direct debit payments, the outstanding balance may become payable immediately or you risk termination at the discretion of the College
- agree to complete your course within the advertised time period or pay a mandatory administration charge for an extension of up to three years (3) after which your enrolment will be closed.

REFUND AND CANCELLATIONS

NCA has a **no-refund policy for change of mind** after a **10-day cooling-off period**. The cooling-off period starts from the date of enrolment which is the date the confirmation of enrolment email is sent to you. If you change your mind within the first 10 calendar days, you will be entitled to a refund or to terminate your payment plan. A cancellation fee will be charged.

If you paid a \$99 deposit and you change your mind before the confirmation of enrolment, the deposit will be non-refundable but no further charges will apply.

If a course has been cancelled because NCA is unable to provide the service or a suitable alternative, a full refund will be issued to the payer.

Please note that a *change of mind* includes incidents such as:

- A change of job
- Changes in your personal circumstances
- Long work hours or other personal commitments
- Lack of time
- Overseas trip

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If you change your mind **within** the cooling-off period:

- If you have paid in full, a refund will be issued after the Cancellation Fee has been deducted
- If you have a payment plan, the plan will be cancelled and you will be issued with an invoice for the Cancellation Fee
- Refunds can only be processed if you have agreed to the Terms and Conditions
- Refunds will be processed within 14 days of Cancellation, and after written approval from the Principal Executive Officer.

If you change your mind **after** the cooling off period (including Day 11 and after):

- If you have paid in full, a refund will not be issued
- If you have a payment plan, the plan will not be cancelled and direct debit payments will continue to be made until all payments have been finished.

Condition of Exceptional Circumstances

If you face circumstances that can seriously affect your ability to focus on your studies, you might be able to apply for a Condition of Exceptional Circumstances.

- You will need to submit a **Condition of Exceptional Circumstances** form along with any documentation to support your case, such as a medical or legal report
- Your application will be assessed and, if successful, some of the options NCA may be able to offer include:
 - Extension of course duration
 - Extension of payment plan
 - Suspension of payment plan
 - Waiver of fees
 - Additional academic support
- The application must be approved by NCA's Principal Executive Officer or an authorised delegate.

Course Suspension

If you need to put your studies on hold, you can request suspension of your course enrolment. To apply, you will need to contact your Client Services Coordinator.

- Requests that exceed 3 months will need to submit an **Application for Suspension of Enrolment Form**
- The application must be approved by the Head of Operations or an authorised delegate
- Enrolments on a direct debit payment plan can not suspend their payments during the suspension period. If you would like to request suspension of payment during this period, you may apply for Condition of Exceptional Circumstances.

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Change of Course Enrolment

If you find that the qualification you have enrolled into is not for you and would like to change, you can request to cancel your existing enrolment and enrol into an alternate course, to apply:

- you will need to submit a Course Cancellation Form
- all fees due at the time must have been paid
- you will need to meet the eligibility requirements into the new course
- you will need to pay for the new course, per National College Australia's advertised prices
- If you paid in full for your existing enrolment, you will be issued a refund for the units of competency you have not completed.
- If you had a payment plan, the plan will be stopped, pending approval.
- If you had the first set of course materials posted to you and you'd like the new set of materials posted as well, additional postage fees will apply

FEES PAID IN ADVANCE

Where NATIONAL COLLEGE AUSTRALIA requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), NATIONAL COLLEGE AUSTRALIA will meet the requirements set out in the Requirements for Fee Protection in the Standards for Registered Training Organisations (RTO) 2015, Schedule 6, and maintain current membership in an approved Tuition Assurance Schemes (TAS) that includes all of the relevant courses and delivery locations.

GOVERNMENT FUNDED COURSES

- Where applicable, enrolment fees paid for government subsidised courses are non-refundable subject to the requirements in specific Government contract.

WORKPLACE ASSESSMENT

Your responsibilities:

- you are prepared and able to undertake work placement in accordance with the requirements of the course you enrol in (if you are required to do a placement)
- you will produce a police clearance check, as required by NCA
- you will not commence work placement without written confirmation from NCA

Our responsibilities:

- ensure the mandatory work placement component is factored in your delivery and assessment plan
- give you clear instructions and support in how to secure a placement
- find a placement for you if you are unable to find one
- organise the administrative processes in coordinating and finalising the placement for you

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COMPLETING YOUR COURSE ON TIME

Your course has a set duration starting from the date of enrolment (which is the date you receive the confirmation of enrolment email). You are required to complete the course within this time period.

If you have trouble in meeting assessment deadlines and you'd like some more time, you can apply for an extension. If the extension is granted, you will be charged a rollover fee.

NCA will keep your enrolment active for up to 3 years. If you have been granted an extension but have not completed your course within 3 years, we'll have to close your file and terminate your enrolment.

This Policy may vary for some government funded courses.

A copy of this agreement will be sent to you for your records.

PRIVACY STATEMENT AND DECLARATION

Privacy Notice

Under the Data Provision Requirements 2012, NCA is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form and your training activity data) may be used or disclosed by NCA for statistical, regulatory and research purposes. NCA may disclose your personal information for these purposes to third parties, including:

- School – if you are a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
- Employer – if you are enrolled in training paid by your employer;
- Commonwealth and State or Territory government departments and authorised agencies;
- NCVER;
- Organisations conducting student surveys; and
- Researchers

Personal information disclosed to NCVER may be used or disclosed for the following purposes:

- Issuing statements of attainment or qualification, and populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including programme administration, regulation, monitoring and evaluation.

You may receive an NCVER student survey which may be administered by an NCVER employee, agent or third party contractor. You may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).

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Furthermore, for students enrolled under a NSW Smart and Skilled contract:

The Department may disclose my Personal Information to other Australian government agencies, including those located in States and Territories outside New South Wales.

The above government agencies may use my Personal Information for any purpose relating to the exercise of their government functions, including but not limited to the evaluation and assessment of my training, the determination of my eligibility to receive subsidised training or for any Fee Exemptions or Concessions. My Personal Information may also be disclosed to other third parties if required by law.

I also acknowledge and agree that the Department may contact me by telephone email or post during or after I have ceased subsidised training with NATIONAL COLLEGE AUSTRALIA for the purposes of evaluating and assessing my subsidised training.

This Agreement is governed by and must be construed in accordance with the laws in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.