

STUDENT AGREEMENT

This is the Agreement between you and Open Colleges Pty Ltd ACN 000 011 692 (**OC**) for the course or courses you are undertaking with or through OC.

It is an important document.

This Agreement sets out your obligations to OC and OC's obligations to you, and by accepting it you are acknowledging that you have read it and understand it.

It is important that you understand that by accepting this Agreement you are committing to paying the **full course fees** unless you cancel your enrolment in writing to OC within the cooling off period of **seven days** from the start date of this Agreement (as defined in clause 6) or unless Special Consideration or guarantees under the Australian Consumer Law apply to you.

You cannot ask OC to extend your course duration, transfer you to another course, or for OC to issue your qualification certificate unless all course fees that are due at the time have been paid or unless Special Consideration or guarantees under the Australian Consumer Law apply to you.

Your Obligations

1. Your obligations under this Agreement include:
 - a. you agree to pay all fees associated with your course plus GST, if applicable (**Course Fees**);
 - b. you agree to pay any Administrative Fees charged to you by OC under the Schedule of Administrative Fees published on the OC website (see www.opencolleges.edu.au/policies.aspx) (**Administrative Fees**);
 - c. you confirm that you fulfil all entry requirements and have the required equipment, as specified on the OC website, for the course in which you enrol;
 - d. you represent and warrant that all information you provided to OC 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);
 - e. you agree to comply with OC's student policies and procedures as published on the OC website (**OC Student Policies and Procedures**);
 - f. you must have access to a computer, computer equipment, computer software and internet connection which meet OC's specifications from time to time while you are completing your course;
 - g. you may be required, depending on your particular course, to provide additional equipment or materials or undertake additional studies or certifications as set out on the OC website at your own expense;
 - h. you must inform OC in writing within seven (7) days of any corrections or changes to your personal details including name, residential or postal address, email address and phone numbers;
 - i. you must maintain a current email address for the duration of your course as OC will communicate with you via email and through OpenSpace; and
 - j. you must retain a copy of all assessments submitted to OC for the duration of your course. Assessments submitted by mail to OC will not be returned to you.

Open Colleges' Obligations

2. While you are complying with this Agreement:
 - a. OC will supply you with the materials for the first study period of your course which may be partly or fully through OpenSpace;
 - b. OC will supply you with the materials for the subsequent study periods for your course after OC have determined, in its sole discretion, that you have successfully completed the prior study period for your course;
 - c. OC will provide you with access to OpenSpace from your computer where that computer uses equipment, software and internet capability which meet OC's specifications from time to time;
 - d. OC will provide you with access to learning, administrative and workplace support (where applicable) in accordance with the policies and procedures; and
 - e. OC will grade your assessments, or procure that a relevant Partner grades your assessments, and provide feedback and grades for your assessments through OpenSpace;until the completion of your course or on the earlier termination or end of this Agreement.
3. In some cases, OC delivers courses in partnership with other registered training organisations (**Partners**). Details of the Partners are available on the relevant course page on the OC website. Where a Partner assists to provide your course it may award your qualification. If you are enrolled in a course that involves a Partner you will still be bound by this Agreement.
4. OC or the Partner (whoever is most appropriate) will issue appropriate certification to you for your course once you have successfully completed all study periods and paid all Course Fees.

Accepting this Agreement

5. You have accepted this Agreement by applying your electronic signature to each place indicated in the Agreement and at the end of the Agreement.
6. The date you apply your electronic signature to the Agreement is the agreement date (**Agreement Date**).
7. OC enters into this Agreement with you when it confirms your enrolment and provides a copy of this Agreement to you.
8. By accepting this Agreement, you consent to OC sending you electronic messages or contacting you at the phone number and email address you have provided to OC, for the duration of this Agreement and a reasonable period after the end of this Agreement.
9. If you are under 18 years of age, your parent or guardian must sign this Agreement and complete the parent or guardian declaration on the Enrolment Form. Under this Agreement, your parent or guardian is responsible for payment of Course Fees and Administrative Fees.

Workplace Assessment Obligations

10. If your course contains work placements, workplace assessments, workplace projects or other structured workplace learning (**Structured Workplace Learning**):
 - a. you must find a suitable workplace or workplaces to undertake the Structured Workplace Learning components of your course;
 - b. OC will assess and determine, in its sole discretion, whether the workplace you identify is

suitable for the particular Structured Workplace Learning; and

- c. 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;

11. OC may undertake workplace assessments:

- a. 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; and
- b. at approved workplaces. If you cannot attend the workplace on the assessment date you must notify OC 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.

12. To complete your course, you must complete all mandatory workplace assessments within the maximum duration of your course.

Paying Your Course Fees

13. If you are paying your Course Fees in full upfront, you must pay on or before the due date specified in your Enrolment Form.

14. If you are paying your Course Fees by instalments, you must:

- a. complete and provide to OC a Credit Card Authorisation or a Direct Debit Request Service Agreement;
- b. pay all such instalments on or before the due date specified in your Payment Methods Form and/or Payment Schedule; and
- c. complete and provide to OC a revised Credit Card Authorisation or a Direct Debit Request Service Agreement within seven (7) days of any change to your credit card or banking details.

If a third party is paying your Course Fees, they must complete and sign the Payment Methods Form and a third-party declaration form confirming their details.

15. Subject to the Australian Consumer Law, if you do not pay the Course Fees by the due date then OC may:

- a. withhold the materials for your course; and/or
- b. restrict access to OpenSpace; and/or
- c. withhold the grading of assessments; and/or
- d. cease or suspend any other obligation OC or a Partner has under this Agreement; and/or
- e. notify relevant credit agencies of your default; and/or
- f. withdraw you from the course.

If you are in arrears with three or more instalments, the total outstanding balance of the Course Fees will become due and payable immediately.

16. It is your responsibility to ensure that on the due date for any direct debit payment, clear funds are available in your nominated account to meet the direct debit payment. Refer to the Terms and Conditions of Debitsuccess Contract for details on administrative fees applicable for dishonoured payments.

17. The Course Fees do not include:

- a. postage of any assessments or other materials by you to OC;
- b. any materials that are listed as “Computer Requirements” or “Additional Requirements” for your particular course on the OC website;
- c. travel, accommodation or other personal costs (such as uniforms) associated with undertaking a work placement or workplace assessments;
- d. any applicable Administrative Fees; or
- e. any fees and charges with respect to any external examination your course may prepare you to undertake.

Course Duration

18. You must complete your course before the expiry date outlined in OC’s confirmation of your enrolment (**Maximum Duration**). Subject to the Australian Consumer Law, if you do not complete the course within the Maximum Duration, your enrolment will expire and you will not be entitled to any refund or partial refund of Course Fees.

Course Extensions, Course Special Extension and Course Transfer

19. You may apply for the changes specified in clause 20 to your enrolment by submitting the appropriate Request Form to OC (including where applicable the relevant sections completed by a qualified Medical Doctor) and properly completing and lodging any paperwork OC require to support your application. Subject to the Australian Consumer Law, OC will only consider your application if you have paid all Course Fees that are due at the time and you pay an Administrative Fee as outlined in the Schedule of Administrative Fees.

20. The changes you may apply for are:

- a. **Course Extension:** If you require more time to complete your studies, you can apply for a Course Extension before the expiry date of your course and OC will extend your course by up to six (6) months if you comply with clause 19 and:
 - i. there are no material changes to the training package for your course; and
 - ii. your course is not in a teach-out period.

If OC approve your Course Extension, the Maximum Duration of your course is adjusted accordingly.

- b. **Course Special Extension:** If you encounter difficulties or changed circumstances that are likely to impact on your ability to study you may apply for a Special Extension to your study for up to six (6) months if you comply with clause 19 and you advise OC of the date you expect to return to study.

If OC approve your application to defer your study, then OC may:

- i. extend the Maximum Duration of your course by up to six (6) months;
- ii. agree an alternative payment plan with you, which may include deferral of instalments for up to six (6) months; and/or
- iii. provide you with additional academic and learning support services.

Once a Course Special Extension has been approved the dates associated with the percentage liability will be adjusted in line with the approved deferral period.

c. **Course Transfer:** If you decide to pursue an alternative course, you may apply for a Course Transfer within three months of the Agreement Date if you comply with clause 19. OC will approve your Course Transfer Request if:

- i. you meet the entry requirements for the course you wish to transfer to (**Transfer Course**);
- ii. you have not previously been approved for a Course Transfer;
- iii. the Transfer Course is taking new enrolments; and
- iv. you pay the Transfer Fee as outlined in the Schedule of Administrative Fees.

d. **Transfer Course Fees:** If the Transfer Course Fee is higher than your current Course Fee, then you will need to pay such additional Course Fees. If the Transfer Course Fee is of lesser value than your current Course Fee, then:

- i. you will need to continue to pay your current Course Fee; and
- ii. you may use the difference between the current Course Fee and the Transfer Course Fee towards another course with OC. Any such other course must be commenced within 6 months of the completion of the Transfer Course.

For the avoidance of doubt, Course Fees will not be refunded as a result of a Course Transfer.

Changes During Your Studies

21. OC is a registered training organisation and it must comply with regulations relating to the courses it provides. You acknowledge that to comply with such regulations, OC may be required to make changes to courses (including units, learning materials and assessments) and the OC Student Policies and Procedures from time to time.

22. In addition to changes required under clause 21, OC may change the courses (including units, learning materials and assessments) and the OC Student Policies and Procedures from time to time.

23. If a material change is made pursuant to clauses 21 or 22, then OC will:

- a. give you 14 days' notice (by email) before the change applies; and
- b. work with you to address any potential disadvantage you think may arise from the change, by, for example:
 - i. extending the Maximum Duration of your course;
 - ii. giving you additional learning support services;
 - iii. facilitating your transfer to a different OC course; or
 - iv. giving you the option to complete your course (subject to availability and compliance with relevant regulations).

24. If a material change is made pursuant to clauses 21, and that change results in disadvantage which is unable to be addressed by clause 23, you may apply for Special Consideration under clause 32. If a material change is made pursuant to clause 22, and that change results in disadvantage which is unable to be addressed by clause 23, you may apply for Special Consideration under clause 32 or you may elect to cancel your enrolment and receive a refund of your Course Fees, less the applicable Administrative Fees as outlined in the Schedule of Administrative Fees.

25. OC may update the Schedule of Administrative Fees, and such updates will be:

- a. made in February each year;
- b. notified to you with 14 days' notice (by email); and
- c. limited to a maximum increase of 5% in any one calendar year.

Cancellation and Refund

26. If you wish to terminate your studies, you must notify OC in writing (**Cancellation Request**).
27. Subject to the Australian Consumer Law, if OC receives your Cancellation Request within the **Cooling Off Period** which is **seven (7) calendar days** from your start date, OC will refund any Course Fees you have paid, less the applicable Administrative Fees as outlined in the Schedule of Administrative Fees. The **start date** of this Agreement is the date on which all of the following conditions have been met:
- a. you have accepted this Agreement in accordance with clause 5, or if you are under 18, your parent or guardian has signed this Agreement;
 - b. all Enrolment Conditions specified in your enrolment form have been met. **Enrolment Conditions** may include entry requirements, English language proficiency requirements or other pre-requisites;
 - c. OC sends you your login details.
28. Subject to the Australian Consumer Law, if you do not give OC your Cancellation Request within the seven day Cooling Off Period, you will be liable to pay the Course Fees to OC in full, unless otherwise stated in the terms of this Agreement. This liability applies:
- a. whether or not you have paid the Course Fees in full at the time you give your Cancellation Request; and
 - b. if you are paying the Course Fees by instalments.

Guarantees under the Australian Consumer Law

29. Our services come with guarantees that cannot be excluded under the Australian Consumer Law and nothing in this Agreement should be read as purporting to exclude the effect of the Australian Consumer Law. These guarantees are that the services:
- a. will be provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage;
 - b. be fit for the purpose or give the results that OC and the student agreed to; and
 - c. be delivered within a reasonable time frame when there is no agreed end date.
30. You are entitled to receive the services again or a refund for a major failure in the service and you may also be entitled to compensation for any other reasonably foreseeable loss or damage. You are entitled to receive the services again if the service fails to be of acceptable quality and the failure does not amount to a major failure.
31. Where permissible, Open Colleges' liability in relation to a failure to meet a consumer guarantee under the ACL is limited to:
- a. supplying the services again; or
 - b. the payment of the cost of having the services supplied again.

Special Consideration

32. If you encounter difficulties or changed circumstances that are serious and continuing and are likely

to materially impact on your ability to complete your course, you can apply for Special Consideration.

33. If there has been a material change to your course under clause 21 or 22 resulting in material disadvantage to you which cannot be addressed under clause 23, you can apply for Special Consideration
34. To apply for Special Consideration, you must submit a Special Consideration Request Form to OC, including the relevant sections completed by a qualified Medical Doctor (where applicable) and any other requested additional supporting documentation.
35. If Special Consideration is granted OC may agree to:
 - a. extend the Maximum Duration of your course;
 - b. give you additional support services;
 - c. release you from the payment of future instalments of the Course Fees; and/or
 - d. 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).
36. Without limitation, Special Consideration will **not** be given if you seek Special Consideration only on the basis that:
 - a. you have changed jobs;
 - b. your work hours changed;
 - c. you have moved address (including inter-state or international moves);
 - d. you find the course more difficult, time consuming or stressful than you had expected; or
 - e. you have resigned from or terminated your employment.

For clarification, a student is still eligible to apply for Special Consideration such as on financial hardship or on medical grounds even where one of these factors also applies.

Additional Terms for New Zealand Citizens

37. New Zealand Citizens may enrol in selected OC courses subject to the following additional terms:
 - a. You acknowledge that the qualifications delivered by OC are designed specifically to meet Australian workforce requirements. Further, the Nationally Recognised Training qualifications delivered by OC are developed in accordance with the Australian Qualifications Framework.
 - b. You are solely responsible for ascertaining the recognition and appropriateness of your course to the meet your specific requirements in New Zealand.
 - c. If your course contains work placements, workplace assessments or other structured workplace learning, it is your responsibility to:
 - i. find an appropriate workplace to undertake the Structured Workplace Learning components of your course in Australia;
 - ii. ensure that you meet the relevant visa requirements to enable you to undertake your work placement in Australia and ensure that you have no visa restrictions that will prevent you from undertaking a work placement in Australia; and
 - iii. 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.

Other Terms

38. 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. OC make no representations regarding external examinations.
39. You may keep the material OC provides to you. The content of the material is copyright and all intellectual property rights in the material remains the sole property of OC or its nominated third party. You may not reproduce any part of the materials or assessments other than for personal, non-commercial use without Open Colleges' prior written consent.
40. 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.
41. The Enrolment Form and Payment Schedule form part of this Agreement.

Special Condition for Skills Checkpoint Program Students

If your Course Fees are being paid to OC by an authorised provider of the Skills Checkpoint Program (**Program Provider**) these special conditions will apply to you:

42. Notwithstanding the payment of the Course Fees through the Program Provider, this Agreement applies in full to you, as if you'd paid the Course Fees to OC directly.
43. In addition to those matters set out in clause 27(a)-(c) of this Agreement, OC also needs to have received payment from the Program Provider for the start date of this Agreement to commence.
44. Any OC policies and procedures on cancellation, refunds and Special Consideration, as well as the guarantees and your rights that apply under the Australian Consumer Law, apply as they would if you had paid OC the Course Fees directly.
45. If there is any refund due and owing to you under this Agreement, this will be refunded to the Program Provider who paid OC. The Program Provider is responsible for then refunding any amounts to you. Once it is confirmed that a refund will be provided, you must direct all enquiries about it to the Program Provider.
46. On this basis, you agree that you release, and hold harmless, OC from any claim for the payment of, or refund of, the Course Fees.

Privacy Notice

Under the Data Provision Requirements 2012, Open Colleges 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 personal information contained on this Enrolment Form and your training activity data) may be used or disclosed by Open Colleges for statistical, regulatory and research purposes. Open Colleges 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;
- NCVET;
- Organisations conducting student surveys; and
- Researchers

Personal information disclosed to NCVET 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 program administration, regulation, monitoring and evaluation.

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

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

Declaration and Acceptance of Student Agreement

I declare that the information I have provided to the best of my knowledge is true and correct.

I consent to the collection, use and disclosure of my personal information in accordance with the Privacy notice above.

I acknowledge that I have read, understood and accept the terms and conditions of the Student Agreement.