

## Terms and Conditions of Enrolment

This document sets out the Terms and Conditions of the agreement between a learner and the Australasian College of Care Leadership and Management ('ACCLM') for the provision of the course(s) that a learner undertakes with ACCLM.

These Terms and Conditions apply to all ACCLM courses that are to be undertaken by a learner.

These Terms and Conditions should be read in conjunction with the Student Handbook and ACCLM's published Policies and Procedures published on the ACCLM website.

ACCLM website: [click here](#)

ACCLM's policies and procedures and Student Handbook may be amended by ACCLM from time to time. Except to the extent required by law, ACCLM's policies and procedures and Student Handbook, and any changes thereto, shall not be inconsistent with these Terms and Conditions. In the event of an inconsistency, these Terms and Conditions will take precedence.

ACCLM's Terms and Conditions will have immediate effect and be binding to the learner from the date that they submit their enrolment application.

### Learner Obligations and Agreement

As an ACCLM learner you agree to the following:

- All of ACCLM's courses are full fee for service courses and all learners are liable to ACCLM for 100% of the published course fee at the time of enrolment.
- Paying all fees associated with your course enrolment (plus GST, if applicable)
- Paying any applicable miscellaneous fees.
- Notifying ACCLM within 14 days of any corrections or changes to your personal details including your name, address, phone number and email address.
- You represent and warrant that all information provided by you to ACCLM is true and correct and not misleading in any way. This includes all information you have provided that may impact on your ability to study and meet your course requirements (such as any pre-existing conditions or disability).
- Provide ACCLM with your Unique Student Identifier (USI) within 14 days from the date of commencement.
- To familiarise yourself with ACCLM's policies and procedures and Student Handbook prior to applying to enrol in one of ACCLM's Courses as they contain information on, among other things:
  - Progression Policy
  - Recognition of Prior Learning and Credit Transfer
  - Support services and how to access these services during training
  - Consumer protection including complaints resolution
  - How to defer or discontinue training
  - Fees

## Our Guarantee to Learners

- As a Registered Training Organisation (RTO), ACCLM 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 of study or ACCLM’s business including:
  - The National Vocational Education and Training Regulator Act 2011 (NVR Act)
  - 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.
  - The ACPET Code of Ethics for Members, including: 3.3.3.1. ACPET’s Revised Code of Ethics and New Code of Practice and the Code of Practice Principles.
- ACCLM is committed to maintaining the privacy and confidentiality of its RTO staff and learner records. ACCLM complies with the Privacy Act 1988 including the 13 Australian Privacy Principles (APPs) as outlined in the Privacy Amendment (Enhancing Privacy Protection) Act 2012.
- 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 ACCLM’s Privacy Policy, including where ACCLM needs to share, collect, use, store and/or disclose your personal information to provide you with the Course or as required by law.
- ACCLM takes all steps to ensure that the personal details of its learners and staff are not released to unauthorised persons or organisations, and personal information received by ACCLM is kept digitally secure and other record repositories before archiving any records.
- ACCLM will ensure that its staff are suitably qualified and experienced in relation to the functions they perform in relation to the delivery of training and assessments services.
- If ACCLM defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, ACCLM will make every effort to transfer the students’ enrolment to another RTO. If this is unsuitable, ACCLM will issue a full refund for any services not provided. The basis for determining “services not provided” is to be based on the units of competency completed by the learner and which can be issued in a Statement of Attainment at the time the service is terminated. This refund will be paid to students within 14 days of the default day with a statement explaining how the refund amount has been calculated.
- ACCLM acknowledges that it has a responsibility under the Standards for RTOs 2015 to limit the fees paid by learners in advance of their training and assessment services being delivered.
- ACCLM may not accept payments in advance of services being delivered, exceeding \$1,500 from each learner at any time. This means not prior to the course commencing or during the learner’s enrolment. Following the course commencement, ACCLM may require payments of additional fees in scheduled payments in advance from the learner but only such that at any given time, the amount required to be paid in advance is consistent with the portion of training being delivered. This requirement only applies when the payment for the fees are being made directly by an individual consumer that falls under the protection of Australian Consumer Law. By this we generally mean the learner or the learner’s family member.

- This requirement is not applicable where the fees are being paid by the learner’s employer or a funding authority. These are a business-to-business transaction and does not require the limiting of fees paid in advance. Also, if fees are being charged in arrears of the services being delivered (at the end of the course) then the need to limit the amount of fees does not apply. It only applies where fees are being sought in advance of the services being delivered.
- ACCLM is committed to providing a supportive learner-centred learning environment and recognises that early identification and support of learners at risk of progression gives them the best chance of success. Each learner’s enrolment is monitored to ensure that students who are at risk of not achieving satisfactory progress receive appropriate learning support and assistance.

### **Statutory cooling off period**

- The Standards for RTOs 2015 require a person is to be informed of their right to a statutory cooling off period if one is applicable. A statutory cooling off period is defined within the Australian Consumer Law introduced in 2011. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty.
- Both staff and learners should be aware that ACCLM does not use unsolicited marketing or sales tactics as described in the above point. We do, however, offer all learners a 10 day cooling off period from the date that their signed application form is received by ACCLM. For refund options in other circumstances, learners should refer to ACCLM’s Refund Policy.
- For further details about a statutory cooling off period and our general obligations for consumer protection during the enrolment process please view the Australian Consumer Law reference.
- Australian Consumer Law reference: [click here](#)

### **Fees Payable**

Fees are payable when a learner has received a confirmation of enrolment. The initial fee payment must be made prior to commencing training or within 5 days setting up their payment plan with EZYPAY. ACCLM may discontinue training if fees are not paid in accordance with the agreed fee schedule.

### **Payment Plans**

If a learner is paying there course fees by instalments, they must:

- complete a Direct Debit Request Service Agreement with EZYPAY; and
- pay all instalments on or before the due date.

## **Failure to Pay Course Fees**

If learner fails to pay their course fees in accordance with ACCLM's Enrolment Terms and Conditions or commit any other default or misconduct in connection with these Terms and Conditions, the Student Handbook and/or policies and procedures, then ACCLM may take any action permitted by law which may include:

- Withholding the provision of course materials.
- Withholding the grading of assessments.
- Restricting LMS access.
- Suspension of the learner's enrolment.
- Notifying the relevant credit agencies of the default.
- Administrative withdrawal.
- Ceasing or suspending any obligation that ACCLM has under these Enrolment Terms and Conditions.

## **Costs of Course Fee Recovery**

The debtor/learner shall pay for all costs actually incurred by ACCLM in the recovery of any monies owed under these Enrolment Terms and Conditions, including recovery agent costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.

The recovery percentage cost payable is 20% on the total outstanding fee.

## **Schedule of Fees and Charges**

The Chief Executive officer is responsible for approving the ACCLM Schedule of Fees and Charges. The schedule of fees and charges is to include the following information:

- The total amount of all fees including course fees, administration fees, material fees and any other charges for enrolling in a training program.
- Payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/enrolment fee.
- The nature of the guarantee given by ACCLM to honour its commitment to deliver services and complete the training and/or assessment once the learner has commenced study;
- Any discounts, fee reductions or exemptions available for multiple enrolments or continuing learners, and the options available to learners who are deemed not yet competent on completion of training and assessment.
- ACCLM refund policy.
- All course fees paid are non-transferrable.

## **Non Refundable Miscellaneous Fees**

ACCLM will levy non-refundable miscellaneous fees for services rendered where applicable. These include:

- Enrolment fee
- Issuance of transcripts during a course period
- Reissue of transcripts and certificates
- Late payment fees
- RPL and Credit Transfer fees
- Course transfer fee
- Course extension fee
- Reinstatement of enrolment fee up to 8 months post cancellation or withdrawal by a student or ACCLM
  - Reinstatement fee + total remaining unit cost.
  - Unit costs are calculated by using the total outstanding number of units and the published course fee at the time of re enrolment.
  - Individual unit cost x the number of units to be completed = total remaining unit cost.
- Reinstatement of enrolment more than 9 months post cancellation, withdrawal by a student or ACCLM the current published course fee less any previous course credits that can be applied.

The current fees and charges for ACCLM are published within the current Schedule of Fees and Charges.

ACCLM website: [click here](#)

## **Payment of GST**

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

ATO reference: [click here](#)

Where a learner is enrolled in a course which is offering units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course. Please refer to ACCLMs' schedule of fees and charges and the non-refundable miscellaneous charges for details of what GST is and is not applied to.

## Refunds - Giving notice of enrolment cancellation

A learner who wishes to cancel their enrolment must give notice in writing. ACCLM staff who are approached with the initial notice of cancellation are to ensure the learner understands their rights with regards to the refunding of tuition fees. The learner is also to be advised of other options such as suspending the enrolment and re-commencing in another scheduled training program.

Learners who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form. Learners' who may not be eligible but are requesting a refund should also be provided with the Refund Request Form so the request can be properly considered by the Director of Studies and the Chief Executive Officer.

## Refunds

The following refund policy will apply:

- **Prior to commencement** - Learners, who give notice to cancel their enrolment **within 10 days** of submitting their signed application form will be entitled to a **full** refund of any fees paid.
- **Prior to commencement** – Learners, who give notice to cancel their enrolment after **10 days** of submitting their signed application form will be entitled to a full refund **less** ACCLM's non-refundable enrolment fee of \$200. This amount is retained ACCLM to cover the costs of staff and resources which will have already been committed based on the learner's initial intention to undertake the training.
- **After commencement** - Learners who cancel their enrolment after a training program has commenced will not be entitled to a refund any fees paid in advance. The only exception to this policy is where ACCLM has failed to fulfil its service agreement and fees are refunded under our guarantee to learners.

Discretion may be exercised by the Chief Executive Officer in all situations if the learner can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the learner will be offered a full or partial credit toward the tuition fee in another scheduled program in-leu of a refund in the first instance. The Chief Executive Officer may also authorise a full or partial refund of tuition fees if the circumstances deem it appropriate.

## Compassionate and Compelling Circumstances

Compassionate or compelling circumstances are those that are deemed to be beyond the control of the learner would adversely impact on the learners' ability to study include:

- Serious illness or injury that exceeds a recovery period of more than 90 days.
- Bereavement of a close family member such as a parent or sibling.
- Permanent disability that prevents the learner from continuing with their studies.
- Witnessing or being a victim of a serious crime, cases such as this will require police reports and psychologists' reports that provide evidence as why the learner cannot continue with their studies.

Where refunds are approved, the refund payment must be paid to the learner within 21 days from the time the learner gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the learner on the Refund Request Form.

## **Deferrals**

Learners can suspend their studies due to extenuating circumstances for a maximum consolidated period of time under the following conditions:

- For learners studying a qualification the initial deferral period cannot exceed 2 months. Learners can apply for further deferral period within the maximum course duration, with no consolidated deferral period exceeding 6 months
- For learners studying a Skill Set the initial deferral period cannot exceed 1 month. Learners can apply for a further 1 month deferral period within the maximum course duration, with no consolidated deferral period exceeding 2 months
- Learners who are in arrears with their course payments cannot apply for a deferral
- No refund of course fees will apply on the basis of any approved deferral period
- Learners remain liable for all payments due under their enrolment agreement

ACCLM reserves the right to refuse a course deferment.

## **Refunds – Misconduct**

No refund will be granted to a student whose enrolment is terminated for failure to comply with ACCLM's policies and procedures. Students who commit behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund. Please refer to the Student Code of Conduct for further guidance.

Where refunds are approved, eligible refunds will be made within 20 days after receipt of the claim. Monies refunded will be made in Australia Dollars (AUD). Refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

## **Learner complaints about fees or refunds**

Learners who are unhappy with ACCLM arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with ACCLM complaints policy and procedure.

This refund policy, and the availability of our complaints and appeals processes, does not remove student rights to take further action under the Australian Consumer Protection laws.