

Version: 1.2 Last Amendment: 2702/17	Approved By: Executive Director (Academic) Date: 27/02/2017
Contact Officer: QA	Review Date: As required by legislative instrument, change of relevant standards, internal or external review.

2017 STUDENT TERMS AND CONDITIONS OF ENROLMENT

Student acknowledgment of acceptance of Terms and Conditions

Please read the following Terms and Conditions before submitting an 'Application for Admission Form', which will acknowledge that you understand and accept the contents:

General Terms and Conditions – All Students

- The College (Shafston College Ltd, trading as Service Skills Academy and Mary McConnel School of Early Childhood) undertakes to provide you (the student) with the assistance, information and resources reasonably required to complete your chosen course within the specified time, however, the onus remains with you to use the available assistance, information and resources to make satisfactory progress in your studies and complete by the specified time or apply for an extension prior to this time – See further information in the Suspension and Deferral or Extension of Study section below.
- You are enrolling into the Nationally Recognised qualification selected on your 'application for admission form'. Formalisation of your Offer Acceptance is the issuance of your Confirmation Enrolment letter to your nominated email address.
- Courses requiring academic prerequisites may require you to provide proof of that you hold that the pre-requisite qualification or unit.
- You must meet the requirements of the course selected and to abide by the rules and regulations of the College. If you fail to comply with any of the College rules, or your behaviour is deemed unacceptable by the College, your enrolment may be cancelled. Information on College, rules and regulations is contained in the Student Code of Conduct and Student Handbook located on the website www.ssa.edu.au.
- You are responsible for your own books, equipment and personal items and hereby release, indemnify and hold harmless SSA against all liability and claims for any loss or damage to such items, howsoever caused except where liability is expressly imposed by law.
- All learning related material supplied by the College are copyright, and remain the property of the College. Unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).
- You may be required, and hereby provide permission, to attend organised SSA excursions and activities as part of the course.
- The College is hereby authorised to obtain medical treatment for myself should such action be deemed necessary by the College or a staff member acting on behalf of the College. You agree to indemnify and hold harmless the College and its staff for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such emergency medical treatment.
- You agree to advise the College of changes of the personal information held by the College (in accordance with the Australian Privacy Principles) including: name, address and/or contact details changes during the period of enrolment with 7 days of occurrence.
- The College maintains a Privacy and Personal Information Policy which can be viewed on the website ssa.edu.au. In addition to the provisions of this policy, you authorise the College to release administrative information concerning my academic performance at the College (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers. If you do not agree, you must advise the College in writing.
- Students may apply to access information relating to their enrolment including course participation and progress at any time. Instructions on how to access that information is contained within the Colleges Student access to records policy and procedure published on the website www.ssa.edu.au.
- You acknowledge that you have read and understood the Student Grievance Policy outlined in this document, and associated documents published on the website www.ssa.edu.au.
- You acknowledge that you have read, understood and agree to the terms of the Refund Policy outlined in this document, and published on the website www.ssa.edu.au.
- Important Notice to the Consumer** – In the event that acceptance of an offer is as a result of an Unsolicited Consumer Agreement you have the right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.
- The Student Agreement, and the availability of complaints and appeals process, does not remove your right to take action under Australian consumer protection law.

Fees, Cancellations and Refunds - Vet Student Loans and Fee-Help Eligible Courses

16. Prior to enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the enrolled course.
17. I agree to pay the tuition fees and other charges applicable for my course on the due dates and acknowledge and agree that tuition fees may alter from time to time. I also understand that failure to pay my tuition fees will result in my enrolment being cancelled. No academic attainment will be issued.
18. I understand that if I enter into a contract with an external financial provider to finance a course, the external financial provider is the administrator of the finance and not the College.
19. I understand that if I opt to obtain financial assistance to finance a course with an external financial provider, I agree to pay the tuition fees and other charges applicable for my course on the due dates and acknowledge and agree that tuition fees may alter from time to time. I also understand that failure to pay my tuition fees will result in my enrolment being cancelled. No academic attainment will be issued.
20. No refund will be given to students who are expelled for misbehaviour outlined in the Student Code of Conduct or academic misconduct. The Student Code of Conduct and Student Handbook is available on the website www.ssa.edu.au.
21. I understand that if after commencing the course, I discontinue my program before completion, I will remain liable to pay the full course tuition fees and any expenses, costs or disbursements incurred by the College in recovering any outstanding monies, including debt collection agency fees and solicitors' costs.
22. All notifications of withdrawal from a course or requests for refunds must be made in writing to enrol@ssa.edu.au.
23. No refund of up-front payment will be given to students who are expelled for misbehaviour outlined in the Student Code of Conduct or academic misconduct. The Student Code of Conduct is available on the website www.ssa.edu.au.
24. Enrolment deposits and issuance of a Confirmation of Enrolment are non-refundable.
25. Start date is as shown on the Confirmation of Enrolment.
26. Cancellation before the start date will attract a full refund minus any non-refundable fees.
27. Cancellation on or after the start date, there will be no refund of any monies paid in relation to that course unless the Management Committee deems that exceptional circumstances apply.
28. Refund requests must be submitted on the SSA Refund Application Form. Students seeking a refund due to exceptional circumstances must submit independent evidence to support their request.
29. Refunds approved based on exceptional circumstances are solely at the discretion of the college. Refundable fees will be calculated on a pro rata basis of weeks enrolled or units of competency completed if greater. A \$500 cancellation fee will also apply.
30. Any refund will be paid to the person or entity that originally paid the course fees and, where possible, in the same currency in which the fees were paid.
31. If you notify us of your cancellation and formal withdrawal in writing before the course start date and on submission of the completed SSA Student Refund Form, your refund will be processed within four weeks of the receipt of the completed SSA Student Refund Form or start date whichever is the later.
32. In the event that the College does not commence your course on the agreed starting date or is unable to deliver your course or its mandatory replacement in full (provider default), you will be offered a refund of unused pre-paid fees (i.e. the tuition fees you have paid to date less the total cost for the tuition services provided to you before the default day). Alternatively, you may be offered enrolment in a suitable alternative course by the College and have your pre-paid fees applied to that alternate course. The alternative course may have different fees to the original course. You may choose whether you would prefer a refund of unused tuition fees, or to accept a place in another course. If you choose placement in another course, the College will ask you to sign a document to indicate that you accept the placement. Details of refund arrangements are found in the 'Refund Policy (for students enrolled in Fee for Service courses)' published on the website ssa.edu.au
33. If the College is unable to provide a refund of unused fees or place you in an alternative course our Tuition Assurance Scheme (TAS) provider will refund unused tuition fees, only if they cannot find a suitable alternative course at another provider.
34. I understand that if a new version of the National Qualification is endorsed by the relevant authorities and released, the College must manage the transition of its students to the new version in accordance with the Australian Skills Quality Authority's directions and that this circumstance does not constitute Provider Default.
35. I understand that in the event that acceptance of an offer is as a result of an Unsolicited Consumer Agreement, the applicant has a cooling-off period of 10 days, from the date of signing the Acceptance Agreement, to withdraw from the course at no financial penalty.

36. I understand that in the event that acceptance of an offer is as a result of a Solicited Consumer Agreement, the applicant has a cooling-off period of 5 days, from the date of signing the Acceptance Agreement, to withdraw from the course at no financial penalty.

Suspension and Deferral or Extension of Study

37. Students may request in writing to defer their course prior to the offered course start date. Prepaid fees will be transferred to the deferred course start date. Deferral requests need to re-commence within 12 months of the original offered course start date.
38. Students may request in writing to suspend their course or defer their next Vet Unit of Study after the course start date if requested prior to the start date of the suspending or deferring VET Unit of Study. Course suspensions or deferred VET Units of Study must recommence within 6 months.
39. Students may not defer or suspend a Vet Unit of Study after the census date has passed.
40. A student may at any time during a course of study, cancel enrolment for the course or amend it by withdrawing from one or more Vet Units of Study. However, the cancellation of enrolment will be subject to academic penalty for units of study commenced.
41. Withdrawal from VET Units of Study or change of enrolment prior to the commencement of a Vet Unit of Study will result in no academic penalty for Units not yet commenced.
42. Students may request in writing to extend their course of study prior to their course end date if they have exceptional personal circumstances. The decision to extend a course of study is wholly at the discretion of Service Skills Academy. The maximum extension period is 3 months.

CONFIDENTIALITY

Service Skills Academy are not permitted or authorised to give out your private addresses or the address of other students unless requested within the law. Your personal information will be made available by the provider (Service Skills Academy) to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme. This information includes personal and contact details, course enrolment details and changes. The College is not permitted to give out personal information or the contact addresses of staff members. For further information please refer to the procedures relating to personal information published on the SSA website.

APPLICANT DECLARATION

By completing induction or upon commencement of study using your unique student portal login you declare that the information you have supplied to SSA is, to the best of your understanding and belief, complete and correct. You hereby certify that your application has been completed by you personally.

You understand that the giving of false or incomplete information may lead to the refusal of your application or cancellation of enrolment. You accept liability for payment of all fees as explained in the SSA Application for admission form and you agree to abide by these Student Terms and Conditions of Enrolment. Payment of fees is considered acceptance of SSA's Student Terms and Conditions of Enrolment.

43. Students who do not request a course extension prior to the course end date will be required to re-enrol and repeat the Vet Unit of Study or Unit of Competency not completed. The cost of repeat Vet Unit of Study or individual Units will be calculated on a Pro-Rata basis of Units not completed.

Miscellaneous Fees

44. Students are entitled, at no additional cost, to a formal Testamur and Statement of Results upon successful completion of all course requirements.
45. There is an Administration Fee of \$55 for the reissue of any Testamur/Qualifications and/or statement of results reissued or reprinted for courses currently delivered by the College (\$110 for courses no longer offered).
46. There is an Administration Fee of \$15 per document for the reissue of any Statements of Attainment or progressive Statement of Attainments before course completion or withdrawal.

Complaints and Appeals

47. Service Skills Academy's Student Grievance and Appeal Policy and Procedure are published at www.ssa.edu.au.
48. Service Skills Academy encourages students to first seek to resolve grievances or appeals directly with the parties concerned.
49. Where the case is not resolved, students may request to appeal a decision made or make a complaint to Service Skills Academy by submitting a 'student formal grievance and appeals form' available at www.ssa.edu.au.
50. Service Skills Academy will investigate the grievance or appeal and a formal written response will be given.
51. Students will be notified of their right to a further appeal or an independent body for external review.