

## Student Agreement

This is the Agreement between you and ASTAR Training Institute Pty Ltd ABN 68 153 556 631 (ATI) for the course or course undertaking with ATI

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

It is important you understand that by accepting this Agreement you are committing to paying the full course fees unless you cancel your enrolment in writing to ATI within the cooling off period of 14 days from the start day of this Agreement. Any cancellation after the expiry of the cooling off period, your request will be in accordance with Fees and Refund Policy.

### Your obligations:

1. Your obligations under this agreement include
  - a. You agree to pay all the fees associated with your course
  - b. You agree to pay an Administrative charge to you by ATI under the Schedule of Fees and charges.
  - c. You confirm that you fulfil all entry requirements as specified in the ATI website, for the course in which you enrol
  - d. You provide us accurate information related to any special needs, disability which may impact your learning.
  - e. You agree to comply with ATI's student's Policies and Procedures as published on the ATI website (Key Policies and Procedures)
  - f. Must inform ATI in writing within 7 days of any corrections or changes to your personal details including name, residential or postal address, email address and phone numbers
  - g. You must retain a copy of all assessments submitted to ATI for the duration of your course

### ATI Obligations

2. While you are complying with this Agreement
  - a. ATI will supply the learning materials for the first unit of study at commencing training and its ATI's discretion that the subsequent materials are released based on your successful completion of the units for the previous as scheduled in your training plan for your course.
  - b. ATI will provide with access to learning, administrative and workplace support in accordance with the policies and procedures
  - c. ATI will mark your assessment and provides the feedback to students
  - d. ATI will issue appropriate certification to you for your course once you have successfully completed all the course requirements and paid all course fees

### Accepting this Agreement

3. You have accepted this agreement by applying your signature to each place indicated this agreement and at the end of the agreement, the date you place your signature is the date you have entered this agreement
4. ATI enters into the Agreement with you when it confirms your enrolment and provides a copy of this agreement to you.
5. By accepting this agreement, you consent to ATI to contacting you at the phone number and email address you have provided to ATI

**Workplace Assessment Obligations**

10. If your course contains work placement or workplace assessment, work place projects
  - a. You must find a suitable workplace(s) to undertake the Work placement components of the course on your own
  - b. ATI will assess and determine whether the workplace you identified is suitable for the Work placement
  - c. ATI will cover your work placement with an appropriate insurance -Voluntary Workers Insurance
  - d. ATI will support the students with Work placement support for students who are unable to find their own placement with information and recommendations.
  - e. You may be required to travel to an appropriate workplace at your own cost, if you are late you must inform your workplace supervisor and ATI nominated workplace trainer and assessor
11. ATI undertakes the workplace assessments
  - a. A workplace assessment will include a range of ways which may include completion of a workplace log book, face to face and or telephone interviews with you and your supervisor
  - b. To complete your course, you must complete all the mandatory workplace assessments within the maximum duration of your course.

**12. Paying your course Fees**

ATI the opportunity to offer our students a payment plan option.  
The student must read and agree to the terms and conditions set in the Direct Debit Form.

- a. You must pay your course fees on or before the due date specified
  - b. Complete and provides options to pay by cash, credit card or direct debit
  - c. You provide ATI Credit Card and Direct debit authorisation by filling Direct Debit Request Form
  - d. Pay all instalments on or before the due date specified in the Direct Debit Request Service/ and or Student Payment Plan Form
13. Subject to Australian consumer law, if you do not pay the course fees by due date or an agreed date
  - a. Withhold material materials for the course
  - b. Withholding marking of the assessment
  - c. Notify relevant credit agencies for your default
  - d. Withdraw you from the course

It is your responsibility to ensure that on the due date for any direct debit payment there are funds available in nominated account to meet the direct debit payment. Refer to the terms and conditions on Direct Debit Form.

**Course Duration**

14. You must complete your course before the expiry date outlines in ATI's Confirmation of your enrolment (Maximum duration). If you do not complete the course within maximum duration your enrollment will expire, and you will not be entitled to any refund or partial refund of course fees.

**Course Extensions, Deferral and Transfer**

You may apply for changes to your enrolment by submitting the appropriate request form to ATI with supporting documents

**Course Deferment**

19. Deferral and suspension of studies will ONLY be granted in the situation of compassionate or compelling circumstances that likely impact your ability study
- When determining whether compassionate or compelling circumstances exist, ATI considers evidence of documents have been provided to support the claim, and copies of these documents have been stored in the student's file.
  - A retrospective deferment or suspension may be justified if the student was unable to contact ATI because of a circumstance such as being involved in an accident.
  - Where a student initiated a deferral or suspension of enrolment and it is granted, ATI will suspend an enrolment for an agreed period - to a maximum of 12 months. If the deferral is required for longer than 12 months, the student's application will be re-assessed. If the suspension period has expired and the student does not return, the student's enrolment will be cancelled.

**Course Extension**

20. Students have 7 working days from the date of the notice of course expiry to contact the ATI and apply for a course extension. Student to complete a Course Extension application form with the required evidences. You will then be notified if the extension has been granted. All fees must be paid in full before your extension can be processed and approved.
- Students who do not complete the course within the new extension date and after many attempts to make contact initially to successfully assist you to progress your course; you will be forfeiting all fees paid and you will not be able to complete your course, and you will be asked to either withdraw or we will cancel your enrolment if we have not heard from you after (14) days total.
  - You will however, receive a Statement of Attainment and a transcript for any completed and you have been deemed competent units. Unless your circumstances are beyond your control which include but are not limited to: extreme hardship, debilitating medical condition, death in the family which can be proven to the Institute.
  - Full evidence including supporting documents to prove your circumstances will need to be submitted to the Head of Studies for review. Documents include medical certificates, letter from the medical specialist, death certificates and / or legal documents.
  - A fee of \$300 applies for every 3 months extension –and if granted 1st extension is free.

**Reassessment**

21. Students will be offered a maximum of three (3) assessment opportunities per unit during a normal training program for each assessment event. Student unable to demonstrate competence after 3 attempts will be required to re-enrol in the unit be retrained or re-assessed.

**Course transfer**

22. If you decide to pursue an alternative course, you may apply for a course within 3 months on the Agreement date

- If you have not previously approved for a course transfer

- You pay the course transfer fees as outlined in the Schedule of Fees and charges
- Transfer course Fees: If your transfer course fees are higher than your current course fee, then you will need to pay such additional course fees.
- May use the current course fees and transfer course fee towards another course with ATI.

### Changing during your studies

23.ATI is a registered training organisation and must comply with the regulations to the courses it provided. You acknowledge to comply with same regulations, ATI may be required to make changes to courses (including units, learning materials and assessments) and ATI Policies and procedures from time to time.

- a. Where there is a material change ATI will give you 14 days' notice before the change applies and address any potential disadvantage that may from the change by:
- b. Providing extension maximum period duration of the course
- c. Providing you additional learning support services
- d. Facilitating a course transfer to different ATI course

### Schedules of Fees:

24. ATI updates the Schedule of fees and charges

- a. ATI updates the schedule of fees made in July each year
- b. Any changes will be notified with 14 days' notice by email

### Cancellation and Refund

25. If you wish would terminate your studies, you must notify ATI in writing (cancellation Request)

- a. Students who give notice to cancel their enrolment less than 10 days prior to the commencement of a program will be entitled to a 75% refund of fees paid. The amount retained (25%) by ASTAR Training Institute is required to cover the costs of staff and resources which will have already been committed based on the student's initial intention to undertake the training.
- b. Students who cancel their enrolment part way through a course must notify ASTAR Training Institute in writing immediately if consideration of fee reimbursement is required. Once ASTAR Training Institute is notified a refund will be issued for the component of training not commenced less a administration/enrolment fee.
- c. Where refunds are approved, the refund payment will be paid to the student within 14 days from the time the student give written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Course Withdrawal Request Form.

### 26. UNIQUE STUDENT IDENTIFIER (USI)

Before commencing any nationally recognised course offered by ATI, each student must provide a USI. Each student enrolment received from 1 January 2017 must have a verified USI as per the AVETMISS reporting requirements. ATI will only issue a qualification, record of result and statement of attainment to a student if there is a verified USI against the student's file. To create a USI, click on the link and follow the prompts <https://www.usi.gov.au/>

### 27. Language Literacy and Numeracy (LLN) indicator tool

Before commencing any nationally recognised course each student must complete the Language, Literacy and Numeracy (LLN) online Quiz. This LLN evaluation will assist ATI in identifying learner

needs and appropriate support to be offered by ATI. This LLN Indicator Tool must be returned to ATI within 7 business days so that it can be reviewed by the team. Please note that ATI has up to 10 business days to finalise each LLN Indicator Tool from the date of receipt.

## 28. Mandatory Requirement

Each student will receive access to their course once ATI has reviewed their LLN outcomes, verified their USI and received all entry requirements from the student. Upon receipt of all items, ATI will have up to 7 business days to issue an offer letter. A Confirmation of enrolment will be sent to the student upon confirmation of payment received and a Signed Student agreement is returned to ATI.

## 29. Prior to Enrolment

ATI is required to provide each student with information about the policies and procedures regarding training and assessment. This information is available in the Student Handbook which can be downloaded from [www.astartraining.edu.au](http://www.astartraining.edu.au)

Each student must declare that he or she has read and understood the Student Handbook prior to submitting the enrolment form.

## 30. Course Suitability

ATI provides information about each training product on the company website [www.astartraining.edu.au](http://www.astartraining.edu.au) through course information that are emailed to prospective student and through the Pre-enrolment interview process. By accepting the terms and conditions of enrolment, the student acknowledges that he or she has read and understood the course information.

## 31. Course Access

ATI reserves the right to modify or update course materials to improve the quality of training and assessment offered to students. Each student is responsible for reading and understanding the course material, including additional material that may be provided such as external websites. Each student is responsible for completing their course within the specified timeframe as communicated in their offer letter.

## 32. Assessments

The assessments for our nationally recognised courses are competency-based, which means each student is assessed against the unit requirements as stipulated on the national register [www.training.gov.au](http://www.training.gov.au). Each student receives up to three attempts to demonstrate competency. If the student is deemed not yet satisfactory on the third attempt, the student must re-enrol, be retrained and reassessed. If a student successfully completes all units within a qualification, the student will receive an official certificate and record of results. If a student successfully completes one or more units within their qualification, he or she may receive a Statement of Attainment for the units deemed competent.

## 33. Certificate Issuance

When the student has successfully completed a full qualification a Certificate and Record of Results will be issued. Students must provide ATI with their USI number before a certificate, record of result and statement of attainment can be issued.

### **34. Access and Equity Policy**

ATI's access and equity policies are in place to ensure that training opportunities are offered to all people on an equal and fair basis in all circumstances, irrespective of their gender, culture, linguistic background, race, socio-economic background, disability, age, marital status, pregnancy, sexual orientation or carer's responsibilities. Any student who satisfies ATI's entry requirements will be accepted into the training program. It is the student's responsibility to ensure he or she has access to all relevant resources outlined on the ATI website for each course.

### **35. Marketing and Advertising**

Under consumer Protection laws ATI, it does not provide any guarantees to students, agents and third parties that

- a student will be automatically accepted into another course.
- the successful completion of training or any particular employment outcome that is outside of the control of ASTAR Training Institute;
- a student will be eligible for any license or accreditation as a result of training and/or assessment unless it is a license outcome guaranteed by the issuer of the license or accreditation.
- draws false or misleading comparisons with other education providers and courses.
- gives any other false or misleading information or advice in relation to itself, its course or outcomes associated with the course.

### **35. Privacy Notice**

Under the Data Provision Requirements 2012, ATI 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 ATI for statistical, regulatory and research purposes. ATI 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](http://www.ncver.edu.au)).

## Terms and Conditions prior to enrolment

I (the student) agree to abide by the following terms and conditions set by ATI:

### STUDENT DECLARATION (you must tick all boxes to finalise your enrolment form)

- I declare the information provided on this online enrolment form is true and accurate.
- I understand that by supplying false or misleading information is an offence.
- I declare that I have been provided with ATI Policies and Procedures
- I declare the work submitted belongs to me and has not been copied or completed by another person.
- I have read and understood the Student Handbook.
- I have read and understood the Terms and Conditions of my enrolment.
- I consent to the collection, use and disclosure of my personal information in accordance with the Privacy Notice above
- I have made an informed decision about this course based on the information provided by ATI.
- I declare that I have read and understood the course information.
- I declare that I will be able to meet all entry requirements.

STUDENT FULL NAME\*: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STUDENT SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_