

# ENROLMENT FORM & STUDENT AGREEMENT (Australia)



## 1.0 PERSONAL and COURSE INFORMATION (Student to complete)

### COURSE DETAILS and PRICING (Office to complete)

COURSE TITLE		PRICE AU\$
COURSE CODE	1. NON-REFUNDABLE APPLICATION (learning & assessment materials)	750.00
START OF STUDY DATE	2. NON-REFUNDABLE ADMINISTRATION (enrolment processing; Student Card for library access, photocopying, public transport; Student Guide)	250.00
CLOSE OF STUDY DATE	3. COURSE TUITION (learning & assessment services)	1,700.00
COURSE DURATION	4. COURSE-RELATED (prescribed textbooks, aircraft hire, software, stationery, tools-of-trade, uniform)	250.00
CONDITIONS OF OFFER	5. MISCELLANEOUS ITEMS (excursion, specialised SSS, compulsory union)	
ARRIVAL DATE	6. PRE-COURSE EXEMPTIONS (scholarship, voucher)	
ORIENTATION DATE	7.1 CHANGE OF ENROLMENT	250.00
	7.2 RE-ASSESSMENT	100.00
	7.3 CHECK ASSESSMENT	50.00
	7.4 REPLACEMENT CERTIFICATION/page	25.00
	8.1 OTHER SERVICE (Accommodation)	
	8.2 OTHER SERVICE (Airport Arrival & Transfer)	
	8.3 OTHER SERVICE	
<b>FEES PAID-IN-ADVANCE</b>	<b>\$1,000</b>	<b>PRICE SUBJECT TO CHANGE</b> Pre-Start of Study Date
		<b>TOTAL PRICE</b> <b>\$2,950.00</b>

## 2.0 PAYMENT PLAN (Office to complete)

If I take up study with 3GL and enter into a Payment Plan, the instalments will be due as follows:

PAYMENT REFERENCE	UNIT CODE	UNIT NAME	ENROL, CT, RPL	DUE DATE	PRICE AU\$
Initial Deposit %					1,000.00
Payment 1					1,500.00
Payment 2					450.00
Payment 3					0.00
Payment 4					0.00
Payment 5					0.00
Payment 6					0.00
Payment 7					0.00
Payment 8					0.00
Payment 9					0.00
Payment 10					0.00
				<b>TOTAL PRICE</b>	<b>AU\$2,950.00</b>

## 3.0 PAYMENT METHODS (Student to complete)

Please make the required payment by the due date and send a transaction record by fax or email to confirm payment. Electronic Confirmation is issued after receipt of payment.

<input type="checkbox"/> BANK DRAFT AU\$ to 3GL	<input type="checkbox"/> ENTITLEMENT VOUCHER	<input type="checkbox"/> MONEY ORDER	<input type="checkbox"/> PAYMENT PLAN
<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> BANKCARD	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
			<input type="checkbox"/> AMEX
CREDIT CARD NUMBER			EXPIRY DATE / /
CARDHOLDER'S NAME		CARDHOLDER'S SIGNATURE	
<input type="checkbox"/> ELECTRONIC FUNDS TRANSFER			
BANK NAME	HERITAGE BANK	BANK BRANCH	Robina
BSB NUMBER			
ACCOUNT NUMBER			

## 4.0 LEGAL REQUIREMENTS

**RECITALS:** The Provider (3GL) is a training organisation registered with the Queensland Department of Education and Training.

A. The **Student** wishes to enrol with 3GL to receive education and training as set out herein;

B. The conduct of 3GL and the **Student** are regulated by the Relevant Legislation as defined herein and standards contained in the *Australian Qualifications Framework 2011*, *Australian Quality Training Framework 2010* and *Standards for National VET Regulators 2011*.

C. 3GL agrees to enrol the **Student** and guarantees to provide education and training to the **Student** as set out herein upon the following terms and conditions.

### IT IS AGREED

#### 1.0 Definitions and Interpretation

##### 1.1 Definitions

In this Agreement:

- (1) "**AQTF**" means the Australian Quality Training Framework 2010;
- (2) "**Business Day**" means a working day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an Act is to be performed or a payment is to be made;
- (3) "**Commencement Date**" means the date of commencement of this Agreement specified in the Schedule notwithstanding the date of this Agreement;
- (4) "**Educational Services**" means the Education and Training which is to be provided by 3GL to the **Student** under this Agreement as specified in Item 4 of the Schedule;
- (5) "**GST**" means:-
  - (a) The same is in the GST Law;
  - (b) Any other Goods and Services Tax, or any tax applying to this Agreement in a similar way; &
  - (c) Any additional Tax, Penalty Tax, Fine, Interest or other charge under Law of such a tax.
- (6) "**GST Law**" means the same as the GST Law in a new Tax System (Goods and Services Tax) Act 1999 (Cth).
- (7) "**Relevant Legislation**" means Vocational Education, Training and Employment Act 2000; Vocational Education, Training and Employment Regulations 2000.

##### 1.2 Interpretation

- (1) Reference to:
  - (a) One gender includes the others;
  - (b) The singular includes the plural and the plural includes the singular;
  - (c) A person includes a Body Corporate;
  - (d) A party includes the party's executors, administrators, successors and permitted assigns;
  - (e) A statute, regulation, or provision of a statute or regulation ("Statutory Provision") includes:
    - (i) That Statutory Provision as amended or re-enacted from time to time; and
    - (ii) A statute, regulation or provision enacted in replacement of that Statutory Provision;
  - (f) Money is to be in Australian Dollars (AU\$), unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation;
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (4) Headings and any table of contents of index are for convenience only and do not form part of this Agreement or effect its interpretation.
- (5) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement;
- (6) If an act must be done on a specified day which is not a business day, it must be done instead on the next business day.

##### 1.3 Parties

- (1) If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly;
- (2) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly;
- (3) A party which is a Trustee is bound both personally and in its capacity as a Trustee.

##### 2.0 Terms

2.1 3GL E guarantees to provide the **Educational Services** to the **Student** for the period set out in Section Three Payment Plan or until terminated in accordance with the provisions of this Agreement.

##### 3.0 Conditions

1.0 3GL guarantees to provide the **Educational Services** to the **Student** for the term of this Agreement in a manner which shall be fully compliant with the National Code and the Relevant Legislation.

1.1 3GL shall comply with the **Responsibilities of 3GL** set out in Sub-Section 1.2 to this Agreement.

##### 4.0 Fees

4.1 The **Student** shall pay to 3GL the fees set forth at Section Three Payment Plan to this Agreement in the manner set out therein.

##### 5.0 Responsibilities of 3GL

5.1 3GL shall comply with **Section 2.0 Terms** and **Section 3.0 Conditions** within this Agreement.

5.2 3GL E agrees to enrol the **Student** and guarantees to provide education and training to the **Student** as set out herein upon the following terms and conditions.

##### 6.0 Responsibilities of the Student

6.1 The **Student** shall comply with the requirements for study under relevant legislation (*Queensland Vocational Education Training and Employment Act and Regulation 2000*) and standards (AQTF 2010, SNVR 2011) for attendance; course progress, and fee payment applicable to this Agreement.

##### 7.0 Termination

7.1 Either party may immediately terminate this Agreement without any requirement for notice if the other party:

- (1) is guilty of any breach of the terms of this Agreement and fails to rectify that breach after having been given not less than one (1) month's notice of the nature of the breach and requiring it to be rectified within one (1) month after the giving of the notice;
- (2) becomes an externally administered Body Corporate under the Corporations Act 2001 (if a company);
- (3) is made bankrupt (if a natural person).

Any termination of this Agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to continue in force after such termination.

##### 8.0 Severability

8.1 If anything in this Agreement is unenforceable, illegal or void, then it is severed and the rest of this Agreement remains in force.

##### 9.0 Entire Understanding

9.1 This Agreement:

9.1.1 is the entire Agreement and understanding between the parties on everything connected with the subject matter of this Agreement; &

9.1.2 Supersedes any prior agreement or understanding on anything connected with that subject matter.

9.2 Each party has entered into this Agreement without relying on any representation by any other party or any person purporting to represent that party.

##### 10.0 Variation

10.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

##### 11.0 Notices

11.1 A notice or other communication connected with this Agreement ("**Notice**") has no legal effect unless it is in writing.

11.2 In addition to any other method of service provided by law, the Notice may be:

11.2.1 Sent by prepaid post to the address of the addressee set out in this Agreement or subsequently notified;

11.2.2 Sent by facsimile to the facsimile number of the addressee; or Delivered at the address of the addressee set out in this Agreement or subsequently notified.

Any Notice by a party may be given and may be signed by its Solicitor.

11.3 Any Notice to a party may be given to its Solicitor by any of the means listed in Clause 22.2 to the Solicitor's business address or facsimile number.

##### 12.0 Governing Law and Jurisdiction

12.1 The Law of Queensland governs this Agreement.

12.2 The parties submit to the exclusive jurisdiction of the Courts of Queensland and of the Commonwealth of Australia.

##### 13.0 GST

##### 13.1 GST Gross Up

If any party:

- (a) Is liable to pay GST on a supply made in connection with this Agreement.
- (b) Certifies to the recipient of the supply that it has not priced the supply to include GST, then the recipient of the supply agrees to pay that party an additional amount equal to the consideration payable for the supply (without deduction or set-off) multiplied by the prevailing GST rate.
- (c) RTOs are GST exempt under section 38-85 GSTR 2003/1 Goods and Services Tax for the supply of a course meeting the GST Act definition of a 'professional or trade course'.

##### 13.2 Tax Invoice

The recipient of the supply is not required to pay any amount of GST to the supplying party unless the supplying party has made a demand for payment by means of a Tax Invoice.

## 5.0 REFUNDS

### **NON-REFUNDABLE** fees for:

1. **Application** of AU\$750 for each course enrolment, except in the case of '**provider default**'.
2. **Administration** of AU\$250 for each course enrolment.
3. **Change of enrolment** fee of AU\$250.

**Provider default refunds** payable within **two weeks (10 working days)** of '**default day**'.

**Student default refunds** payable within **four weeks (20 working days)** of '**default day**' with a written notice to Administration Office, 3GL, PO Box 1333 Robina QLD 4226 Australia.

### **3GL WILL GRANT** a refund, in the case of:

1. '**provider default**', where 3GL cancels the Offer of Course Place (incomplete or incorrect student-supplied information) or deliver the course, the student will receive a full refund of course money received before the '**default day**'.
2. '**student default**' (non-commencement of study, cancellation/withdrawal, non-payment of course monies, student misbehaviour), evidenced by the written notice of enrolment cancellation with the '**default day**'. As some course delivery may have occurred before the '**default day**', the provider shall calculate a refund of prorated course monies. The refund shall be where the provider deducts the following amounts:
  - a) 100% application & administration fees received by the provider received before the '**default day**' PLUS
  - b) prorated course tuition for training-assessment services provided to the student before the '**default day**' PLUS
  - c) 100% course-related fees PLUS
  - d) 100% miscellaneous items (travel, accommodation other domestic services, compulsory union fees) provided to the student before the '**default day**'.

### **3GL will NOT GRANT** a refund, in the case of:

- a. **student default**, evidenced by written notice of the enrolment cancellation (1 day before SoS Date, not starting on SoS Date, after SoS Date, Abandonment after SoS Date), except for a compassionate and compelling situation.
- b. **student breach (Student Rules – misbehaviour, non-payment of fees, false or misleading information) OR (Student Obligation – attendance, academic/course progress, DET cancellation of enrolment)**, evidenced by written record within the student file.

### **CREDIT BALANCES**

1. A **student** can apply in writing for a refund of credit balances, created by overpayment, only if the student has no other debts owing to 3GL. Refund of overpayments will only be made in the currency of the student's country of permanent residency and payable in that country.
2. 3GL will notify the student in writing of a significant overpayment balance greater than \$100 in the following compulsory study period. An insignificant overpayment balance of \$100 or less will be forfeited by the student at the end of the current compulsory study period. Unclaimed overpayment balances will be deemed as unclaimed and dealt with by 3GL. It is the student's responsibility to monitor their student financial account with 3GL.

## 6.0 CHANGE OF PERSONAL DETAILS

### Each **student MUST**:

1. notify 3GL of any change in their residential address in Australia within seven (five working) days after the change occurs;
2. obtain, complete and return the Change of Personal Details Form to: Administration Office, 3GL, PO Box 1333 Robina QLD 4226 Australia.

## 7.0 ENROLMENT DEFERRAL, SUSPENSION, CANCELLATION & TRANSFERS

3GL processes a **student** who has completed six months of their principal course except in compassionate and compelling circumstances (those under 18 years must have permission from a parent or legal guardian) transfer between registered providers, where the transfer will not be detrimental to the student.

Prior to approval of a student initiated request to transfer, the principal registered provider will:

1. provide a letter to the student to acknowledge the request to transfer;
2. assess, provide feedback about its decision to approve the transfer, and process the student initiated request to transfer within seven days. If the transfer is not approved, 3GL will provide a *Letter* stating the reasons for refusing the release including why the transfer may be detrimental to the student. In this instance, the student will have the right to appeal 3GL's decision via the internal complaints and appeals process within 20 working days.
3. check the receipt of valid documentation about compassionate and compelling circumstances (*medical certificate, death certificate, travel fare, Police/Psychologist Report*), and/or extenuating circumstance (political or civil events or natural disasters) which may impact on the student's welfare;
4. check the receipt of valid documentation, ie Enrolment Offer, and for under 18 year olds written confirmation that (i) your parent or legal guardian supports the deferral; and (ii) the new RTO is responsible for your education as a student under 18 years, where the student is not being cared for in Australia by a parent or suitable nominated relative.
5. check that the new registered provider has not ceased to be registered or has a sanction imposed on it by Government.

**If 3GL defaults "This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws" [Commonwealth Trade Practices Act 1974, Fair Trading Act 1989, VETE Act & Regulation 2000].**

## 8.0 AUTHORISATION (Student to complete)

1. **CONTACT and INFORMATION SHARING** - I give permission for 3GL to:
- a) make contact with me via electronic mail and SMS messages; and  Yes  No
  - b) verify that an e-document submitted by me means that I accept the document terms and conditions; and  Yes  No
  - c) obtain additional education records (enrolment, assessment, certification) from third parties, if required; and  Yes  No
  - d) administer regular learner engagement surveys and consent to participate in the process; and  Yes  No
  - e) use photographs and information about me in print, broadcast and electronic media including the Internet; and  Yes  No
  - f) release personal information about my application, and enrolment to my Sponsor; and  Yes  No
  - g) maintain my student records in student files for storage/retrieval/archival/disposal; and sharing of study obligations with designated authorities, for example, parent/guardian; agent; Australian Government Departments (Department of Education, Employment and Workplace Relations soon to be Department of Industry, Innovation Science, Research and Tertiary Education [DIISRTE]; Australian Taxation Office; Queensland Department of Education and Training); and Manager, Student Tuition Assurance Scheme (Australian).  Yes  No
  - h) disclose information without my consent where authorised or required by law.  Yes  No
2. **STUDENT CONDITIONS** - I have read and understand the Australian Student Guide and accept my obligations as a student including:
- a) 3GL can terminate in writing within 7 days, my Offer of Course Place, if I do not satisfy all course entry requirements; and  Yes  No
  - b) I can terminate in writing within 7 days, my Offer of Course Place, but my right to any refund of fees will be determined by 3GL; and  Yes  No
  - c) awareness that provision or withholding of incorrect information may result in cancellation of my enrolment; and  Yes  No
  - d) receipt of local environment information (location of 3GL, accommodation, living costs); and  Yes  No
  - e) awareness that I am responsible for all education and living expenses of any person (school-aged attendants whom must attend a public/private school where full school fees apply) who accompanies me to Australia; and  Yes  No
  - f) meeting 3GL's **Student Rules** (study commitment, good behaviour); and **Study Obligations** (full-time attendance; academic performance - intervention strategies , other student issues, payment of all study fees by the de dates); and  Yes  No
  - g) refunds and submission of relevant completed refund documentation to 3GL; and  Yes  No
  - h) deferral, suspension and cancellation of study that may make me ineligible to start study at another time due to change/s of entry requirements and/or the availability of a course place at 3GL.  Yes  No
  - i) transfer between registered education and course providers.  Yes  No
3. **INSURANCE INDEMNITY** – I agree to:
- a) payment of any insurance excess where the student damages 3GL's infrastructure &/or assets; and  Yes  No
  - b) release 3GL and/or its staff and/or sub-contractors; and/or agents liable for and will not make any claim against them for loss, damage, death or injury which I may suffer or cause as a result of or in connection with or during the period of: (i) my attendance at any premises owned/leased/rented/hired, operated or controlled by 3GL; and/or my attendance at any activity of which 3GL has any knowledge (whether sporting, cultural, recreational or otherwise) organised/assisted by or on behalf of or any activity of 3GL; and/or in any way whatsoever my association with 3GL.  Yes  No
  - c) release 3GL and/or its staff and/or its sub-contractors and/or its agents from loss, damage, death or injury and from any actions, claims and demands which, if I have not entered into this Agreement, I might otherwise have been entitled to take or make in respect of any such loss, damage, death or injury and I hereby indemnify 3GL's and/or its staff and/or its sub-contractors and/or its agents against any such liability. I agree that this Agreement shall be governed in all respects by and interpreted with the laws of the State of Queensland in the Commonwealth of Australia.  Yes  No

I have read, understand and accept the information on this completed and accurate record; and apply for entry of **my/self child/ward** to study with 3GL.  Yes  No

<b>3GL's REPRESENTATIVE NAME</b>		<b>DATE</b>
<b>3GL's REPRESENTATIVE SIGNATURE</b>		<b>DATE</b>
<b>STUDENT NAME</b>		<b>DATE</b>
<b>STUDENT SIGNATURE</b>		<b>DATE</b>
<b>PARENT/GUARDIAN NAME</b>		<b>DATE</b>
<b>PARENT/GUARDIAN SIGNATURE</b>		<b>DATE</b>