

# Written Agreement / Terms and Conditions of Enrolment (VET) 2019

Please read the following written agreement and terms and conditions of your student agreement. By submitting this application, you acknowledge that you have read, understood and accept the terms and conditions. Your Letter of Offer and Quote (latest version) form part of this agreement.

## Payment of Fees

1. Payment is considered acceptance of all Shafston House College Pty Ltd Terms and Conditions of Enrolment, Refunds, Deferrals, Suspensions and Transfers.
2. Fees may be subject to change without notice prior to the student's enrolment.
3. All fees must be paid by the invoiced due date.
4. If fees are not paid by the invoiced due date, students may be precluded from attending classes, sitting exams and receiving results/certificates. Student visa holders may be reported to the Department of Home Affairs (DHA) for non-payment of fees.
5. Students who have requested and agreed to a payment plan must make payments as per instalment due dates on the payment plan. Failure to pay by the instalment due dates will result in the cancellation of your course, results withheld and student visa holders will be reported to DHA for non-payment of fees.
6. Administration fee is payable by you every time you request a change due to circumstance. Refer to Administration Fees on the Application Form.

## Cancellation and Refund

7. Notification of cancellation from individual courses or a packaged program must be made in writing to Shafston House College Pty Ltd prior to the start date of your course or packaged program.
8. All refund applications must be submitted in writing by using the official Shafston House College Pty Ltd Student refund form available at <http://shafston.edu/forms-policies-and-procedures/>
9. Application fee and accommodation placement fee are both non-refundable. If a discounted application or placement fee was offered during enrolment, the full fee will be deducted from any potential refund you may be eligible for.
10. A cancellation fee of \$500 is payable per course cancelled.
11. Notification of cancellations received at least 28 days prior to the original course or packaged program start date attracts a full refund less any non-refundable fees stated in clause 8.
12. Notification of cancellations received less than 28 days prior to the original course or packaged program start date attracts a full refund less any non-refundable fees (clause 8) and will attract the relevant cancellation fees (clause 9).
13. Notification of cancellations received after the original course or packaged program start date will not attract a refund. The exception to this is noted in clause 15.
14. For student visa holders no refund is available for students who cancel their course on arrival in Australia. The exception to this is noted in clause 15.
15. No refunds will be given to students for public holidays or missed days by the student or to students who are expelled as detailed in the Student Code of Conduct or non-compliance with visa conditions.
16. Students who cancel are not eligible for a refund as per the above terms and conditions however, a refund may apply if the student can provide evidence of exceptional circumstances or extreme personal hardship. Independent documented evidence such as a medical certificate will be required. The decision to grant a refund based on exceptional circumstances or extreme personal hardship is wholly at the discretion of the board of Directors. In that case, fees may be refunded on a pro-rata basis, less the \$500 cancellation fee per course, application and placement fees. However, should the student wish to resume their studies at a later date, the original fee payment can be used as credit towards the originally enrolled course within 12 months of initial payment.
17. If a student has cancelled and is not eligible for a refund as per the above terms and conditions, Shafston House College Pty Ltd will hold the student's funds in trust for up to 12 months for the student in the event they wish to undertake another course of study with Shafston House College Pty Ltd.
18. For a visa application refusal, a student must provide written evidence and a copy of the visa refusal to Shafston House College Pty Ltd. To receive a full refund of course fees, less any non-refundable fees (clause 8).
19. Refunds will be paid to the person or entity that paid the fees to Shafston House College Pty Ltd, less any bank fees, within 4 weeks from the date of Shafston House College Pty Ltd receiving your notification of cancellation, completed refund form and supporting documents. (Visa refusal within 7 days)
20. Payments received by credit card are to be refunded back to the credit card used to make the original payment. We are unable to send the refundable amount via the Internet, money order or house money transfer.
21. All cancellations of enrolments are reported to the Department of Home Affairs (DHA).
22. Students may apply for a refund of tuition fees for courses they have not commenced, less the non-refundable fees (clause 8) and less the cancellation fees (clause 9).
23. Refunds will not be approved for courses that the student has commenced on or after the course start date.

## Packaged Program

24. A packaged program consists of studying more than one course at Shafston. Each course is indicated by the course start and end date on your Shafston offer letters.

## Transfer of Fees

25. Fees are not transferable between students.
26. Fees can be transferred from one program to another if a student wishes to change courses within Shafston House College Pty Ltd scope.
27. Free weeks of study and scholarship weeks are non-transferable.
28. Tuition fees cannot be transferred to other services.

## Deferral and Suspension of Fees

29. If a student leaves the program for health or urgent family reasons, they may apply to defer or suspend their course for a maximum of 6 months. Upon approval, Shafston House College Pty Ltd will defer or suspend a course and hold the student's remaining tuition fees in credit.
30. Students requesting to suspend or defer their course start date after their student visa has been granted will be required to show compassionate or compelling circumstances supported by independent documentation before Shafston House College Pty Ltd may approve a course suspension or deferral.
31. Suspension and deferral of study applications must be submitted by using the official Shafston House College Pty Ltd Suspension and Deferral of Study Form available at <http://shafston.edu/forms-policies-and-procedures/>
32. Student visa holders must notify Shafston House College Pty Ltd within five (5) working days from the course start date of a new course start date or Cancel from the course.
33. If the student's fees remain unpaid at the time of suspension or deferral, the student must pay \$1,000 deposit fee. The non-refundable deposit fee will be allocated

against the tuition fees.

34. Shafston House College Pty Ltd Student Transfer and Release Policy and Procedure is published at <http://shafston.edu/forms-policies-and-procedures/>

## Student Transfer and Release

35. Shafston House College Pty Ltd Shafston Student Transfer and Release Request Form is available at <http://shafston.edu/forms-policies-and-procedures/>
36. Students must have completed at least six (6) calendar months of their principal course of study before they can apply for a transfer and release.
37. Students who are leaving a provider to transfer to Shafston House College Pty Ltd must provide a release letter from their principal course provider when requested by Shafston House College Pty Ltd.

## General

38. Students must be 18 years of age or older at the time of course commencement. Shafston House College Pty Ltd under 18 welfare arrangements is not available for students enrolling into Vocational Education and Training (VET) courses.
39. Students are required to provide evidence of course entry requirements including English language proficiency, before an unconditional offer of a place to study is issued. Course entry requirements are published at <http://shafston.edu/courses/> under each individual course.
40. Shafston House College Pty Ltd undertakes to provide the student with the assistance, information and resources reasonably required to complete their chosen course/s within the specified time, however, the onus remains with the student to use available assistance, information and resources to make satisfactory progress in their studies and complete their course by the specified time. In limited circumstances, students may apply to extend their study duration. Applications by students will be assessed by Shafston House College Pty Ltd. Additional fees will apply if an extension is approved.
41. Shafston Vocational courses include 20 hours face-to-face classroom delivery; up to 25% online. (CHC30113 & CHC50113 no online component.)
42. Course delivery will be at Shafston House College Pty Ltd - Brisbane campus.
43. Students must sit an on-shore English 'Indicator' Test on commencement of their vocational studies (as part of Orientation) with the Academic staff. This gives Shafston College an indication of your Language, Literacy and Numeracy (LLN).
44. Students must attend the compulsory Orientation held on the first day of College.
45. Your study program, learning goals and outcomes will be monitored by Shafston House College Pty Ltd teaching staff.
46. Vocational placement and Working with Children Check (Blue Card) are a compulsory requirement of the CHC30113 Certificate III in Early Childhood Education and Care and CHC50113 Diploma of Early Childhood Education and Care.
47. On successful completion of your Shafston House College Pty Ltd VET Course, you will be awarded an Australian Qualifications Framework (AQF) qualification (Testamur and Record of Results or Statement of Attainment).
48. Your start date is as per your Offer of a Place to Study Letter.

## Assessment

49. Once orientation has been completed by the student, they will receive log in details and can access their study schedule which includes information about the assessments.
50. Maintaining satisfactory course attendance is important to ensure course progression.
51. Each unit of competency consists of formative and summative assessment tasks. Each assessment item is graded Satisfactory or Unsatisfactory, with the unit of competency outcome overall, graded Competent or Not Yet Competent. Written feedback is provided to students by the trainer on assessment outcomes.
52. All students are given the opportunity to resubmit Unsatisfactory item(s) of assessment, by the due date as advised by the trainer.
53. Students who are at risk of not meeting course progression may incur additional fees for examination resits, assessment item resubmissions and re-enrolment fees. Refer to Other Fees and Charges: <http://shafston.edu/forms-policies-and-procedures/>
54. You may access the Shafston complaints and appeals process at any time and also have a support person with you when speaking to Shafston staff about your matter.
55. Shafston may defer or suspend your enrolment due to misbehaviour which can also be grounds for cancellation of your studies.
56. Academic misconduct is defined as attempts by a student to cheat, plagiarise or otherwise act dishonestly in undertaking an assessment task, or assisting another student to do so. Students are considered guilty of cheating if they seek to gain an advantage by unfair means.
57. Students have the right to appeal a decision made by Shafston House College Pty Ltd to defer, suspend or cancel their studies. More information is available at <http://shafston.edu/forms-policies-and-procedures/> Complaints and Appeals Policy and Procedure.
58. Students are to be regarded as innocent of alleged misconduct until they have either admitted to it or been found by the proper inquiry to have so behaved.
59. Past misconduct is not evidence that a student has behaved in the same manner again.
60. Each case is dealt with on its own merits and according to its own circumstances with the provision that the first instance of misconduct will be penalised more leniently than subsequent instances of misconduct.

## Student Course Progress / Academic Support / VET Intervention Strategy

62. Students identified as at risk of not meeting course progress/requiring additional support, as referred by class trainers, will receive a Reminder Letter, followed by a Warning Letter, and be offered appropriate support by the VET Trainer and Coordinator and Student Services.
63. A tailored VET Intervention Strategy will be activated. This will specify procedures for contacting and counselling students; strategies to assist identified students to achieve satisfactory course progress; and the process by which the intervention strategy is activated.
64. Regularly scheduled Academic Skills Support Sessions are provided to support students at no additional charge.
65. Students will be treated fairly, with dignity and with due regard to their privacy.
66. It is a compulsory requirement to attend all directed Academic Skills Support sessions.
67. Unsatisfactory progress is defined as not successfully completing or demonstrating competency in at least 50% of the course requirements in a study period.
68. No study period at Shafston exceeds six-months. Shafston will monitor course progress once in a study period.
69. Course progress is defined as Satisfactory or Unsatisfactory progress.

70. You will receive a request to confirm your re-registration for your next stage of study period. It is important to advise Shafston of your study intentions in order to maintain your Student Visa status.

**Code of Conduct**

71. Student General Code of Conduct is published in the Student Handbook on the Shafston Website. All students are encouraged to read and abide by the Student General Code of Conduct.
72. Shafston students are to be respectful and inclusive of all people on campus. If you feel you have been treated unfairly, please speak with Shafston staff immediately.

**Complaints and Appeals**

73. Shafston's Grievance and Appeals Policy and Procedure is published at [www.shafston.edu](http://www.shafston.edu).
74. Shafston's Complaints and Appeal Form is available at [www.shafston.edu](http://www.shafston.edu).
75. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

**Other**

76. You will be surveyed by Shafston in order to collect feedback from each student during your course and at the end of your course.
77. You may be invited to participate in a Focus Group session with a Shafston staff member to talk about your Shafston experience.
78. Any photos or video footage taken at Shafston House College Pty Ltd (Shafston) or by Shafston staff of Shafston students are the property of Shafston House College Pty Ltd and may be used in reproduction of materials for promotional use without consent.

**Provider Default**

79. In the event that Shafston is no longer able to deliver the training and assessment services as initially outlined in this student agreement and course fees are paid in advance, then Shafston House College Pty Ltd will either, offer you an alternative course that you accept, or pay you a refund of your unspent prepaid tuition fees, or arrange for the agreed training and assessment to be completed through another RTO (no additional fees will be incurred). Prior to any transfer, students will be formally notified of the arrangements including any refund of fees that may be applicable.
80. In the unlikely event that Shafston House College Pty Ltd cannot meet our obligation to either offer you an alternative course that you accept, or pay you a refund of your unspent prepaid tuition fees or do any other thing required of it under the ESOS Act 2000 (provider default), the Australian Government Tuition Protection Service (TPS) will assist you in finding an alternative course with another provider, or to get a refund if a suitable alternative is not found. The TPS is an Australian Government initiative to assist international students whose education providers are unable to fully deliver their course of study. Note: You will be required to pay fees to your new college once the credit-free tuition period is over. More information is available on the TPS website [www.tps.gov.au](http://www.tps.gov.au)
81. You have the right to choose whether you would prefer a full refund of undelivered course fees, or to accept a place in another course. Provider default refunds will be calculated on a pro-rata basis and students will be eligible for a refund of future course money that has not yet been delivered. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course at another provider.

**Confidentiality and Privacy Policy**

82. Shafston House College Pty Ltd is not permitted or authorised to give out your personal information to other students or staff members.
83. Your personal information may be made available by Shafston House College Pty Ltd to the Australian government or other relevant authorities as required by the Commonwealth including the TPS, or state or territory agencies, and can be disclosed without your consent where authorised or required by law.
84. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service Director. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law. Additional information about students' rights and responsibilities under the Australian Government ESOS Act 2000 and National Code 2018 is available online at: [http://aei.dest.gov.au/AEI/ESOS/Quickinfo/ESOS\\_Framework.pdf](http://aei.dest.gov.au/AEI/ESOS/Quickinfo/ESOS_Framework.pdf)
85. Under the Data Provision Requirements 2012, Shafston House College Pty Ltd 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), may be used or disclosed by Shafston House College Pty Ltd for statistical, administrative, regulatory and research purposes. Shafston House College Pty Ltd may disclose your personal information for these purposes to:

- Commonwealth and State or Territory government departments and authorised agencies; and
- NCVER.

Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:

- populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys and data linkage;
- pre-populating RTO student enrolment forms;
- 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 a student survey which may be administered by a government department or NCVER employee, agent or third party contractor or other authorised agencies. Please note 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 National 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)).

**Homestay Accommodation - Brisbane**

86. Homestay terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston House College Pty Ltd website. <http://shafston.edu/homestay-students/>

**UniLodge Accommodation - Brisbane**

87. UniLodge Accommodation terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston House College Pty Ltd website. <http://shafston.edu/unilodge-brisbane/>

**Peninsula Apartments - Brisbane**

88. Peninsula Apartments terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website. <http://shafston.edu/peninsula-brisbane/>

**Airport Greeting and Transfer**

89. Any notification of cancellation, missed or delayed flights must be received by the homestay department at least 48 hours prior to the advised arrival or departure flight details.
90. Any notification of cancellation, missed or delayed flights must be made to the Homestay & Accommodation Department by email.
91. If you are already in transit, any notification of cancellation, missed or delayed flights must be made by phone to the Airport Transfer Emergency Contact Number provided on the Airport Greeting and Transfer confirmation.
92. No refund is payable if clause 86, 87 and/or 88 are not adhered and an additional Airport Greeting and Transfer fee may be payable if our driver is required to attend the pickup location a second time.
93. Students carrying oversized luggage eg: Surf Boards, Bicycle, Golf Clubs must notify the homestay department. A fee of \$10 will be charged by the driver at the airport.
94. Students that have not pre-paid their airport pick up service cannot request Shafston's airport greeting and transfer at the airport on arrival.
95. Failure to supply flight details at least 48 hours prior to your scheduled arrival will result in the cancellation of your booked airport transfer.

**STUDENT WRITTEN AGREEMENT ACKNOWLEDGEMENT**

I confirm I have read and understood the attached written agreement and terms and conditions of enrolment with Shafston.

I agree to advise Shafston upon commencement of my enrolment, my current residential address and contact details, my emergency contact details and agree to advise Shafston within 7 days of any change during the course of my enrolment.

I acknowledge that the information I have provided is true and correct and that I have read, understood and accept the terms contained herein.

**Print Name**

**Signature**

**Date:**

Day	Month	Year
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**Please return your completed application form and supporting documents to : [info@shafston.edu](mailto:info@shafston.edu)**

The student is responsible for keeping a copy of this written agreement, and receipts of any payments of tuition fees or non-tuition fees.  
2019 VET Application Form (Updated: 1 May 2019)