

Written Agreement / Terms and Conditions of Enrolment (VET) 2023

Please read the International Students Fees & Charges policy applies to this written agreement/ terms and conditions of enrolment. 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. Fees and charges are subject to change without notice prior to the student's enrolment.
2. All fees must be paid by the invoiced due date or as per the agreed payment plan schedule.
3. Students who have requested and agreed to a payment plan must make payments as per instalment due dates on the payment plan. Students who fail to pay by the instalment due date will incur a late payment fee of \$100 as per the payment plan terms and conditions.
4. If fees are not paid by the invoiced due date or the agreed payment plan schedule, students will be precluded from attending classes, sitting exams, and receiving results/certificates. Student visa holders will be reported to the Department of Home Affairs (Immigration) for non-payment of fees.
5. Students who refuse to pay outstanding fees after cancelling their enrolment with Shafston will be reported to Immigration for non-payment of fees.
6. All students are required to pay a non-refundable deposit of \$500 for each course and provide documentary evidence of prior qualifications declared on their application form or acceptable Shafston equivalent (e.g.: offshore placement test results) to obtain their Confirmation of Enrolments (CoE's).
7. All outstanding fees owed to Shafston will be deducted from any approved refund and all bank foreign exchange and transaction fees will be incurred by the student.

Cancellation and Refund

8. All Administrative Fees and Charges are Non-refundable and are payable every time there is a request to change enrolment due to any circumstance. Refer to Administrative Fees and charges on the Application Form or at www.shafston.edu.
9. Notification of cancellation from individual courses or Packaged Enrolments (including refund applications) must be made in writing on Shafston's Cancellation & Refund Form available on the website.
10. The Enrolment Application Fee and the accommodation placement fee are non-refundable. If a discounted application or placement fee was offered during enrolment, the full fee will be deducted from any potential refund the student may be eligible for.
11. Students who request to shorten their course will have their fees re-calculated at the full price, not at discounted prices.
12. A Cancellation Fee of \$500 is payable per course or Packaged Enrolment cancelled and a Payment Plan Cancellation Fee may apply as per the payment plan terms and conditions.
13. Notification of cancellation received at least 28 days prior to the original course or Packaged Enrolment Commencement Date (Student Default). Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
14. Notification of cancellation received less than 28 days prior to the original course or Packaged program Commencement Date (Student Default). Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
15. No refund is available to students who cancel their course on arrival to Australia. The exception to this is noted in term 23.
16. Notification of cancellation received after Course Commencement Date (Student Default). There will be no refund of any moneys paid after course commencement. Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
17. No refunds will be given to students for public holidays or missed days by the student.
18. No refunds will be given to students who are expelled as detailed in the Academic & General Misconduct Policy and Procedure available on Shafston's website.
19. No refunds will be given to students who are non-compliant and/or in breach of their student visa conditions.
20. Any Courses fee that are held in credit at the of the request to transfer can be transferred from one course to another if student wishes to change courses within Shafston scope.
21. For student visa application refusals prior to the course or packaged program Commencement Date, a student must submit a Shafston Refund form and provide a copy of the visa refusal letter, to receive a full refund of course fees, less any non-refundable fees and charges. Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
22. For student visa application refusals after the original course or packaged Enrolment Commencement Date, a student must submit a Shafston Refund form and provide a copy of the visa refusal letter. Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
23. 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. Independently 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 Director.

24. Students who cannot commence the course because of chronic illness, disability or where there is death of a close family member of the student (parent, sibling, spouse, or child) supported by verified documentary evidence will receive a full refund of unspent tuition of fees, less any non-refundable fees
25. Refunds will be paid to the person or entity that paid the fees to Shafston, less any bank fees, within 28 days from the date of Shafston receiving a fully completed and signed refund application form along with supporting documentation if applicable.
26. Payments received by credit card are to be refunded back to the credit card used to make the original payment.

Packaged Enrolment

27. A packaged program consists of studying more than one course at Shafston. Each course is indicated by the course start and end date on the student's Letter of offer.

Transfer of Fees

28. Fees are not transferable between students.
29. Fees can be transferred from one program to another if the student wishes to change courses within Shafston's scope.
30. Free weeks of study and scholarship weeks are non-transferable and non-refundable.
31. Tuition fees cannot be transferred to other services.
32. All payments made to Shafston, and any refunds made by Shafston will be in Australian dollars. The student is responsible for any exchange rate risk and possible bank fees.

Enrolment Variations

33. A student wishing to defer an enrolment must do so prior to the commencement of the course. Students must apply in writing on the Deferral Application Form and return with documentary evidence to support compassionate and compelling circumstances and pay the Administration Fee. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from the Department of Home Affairs prior to submitting
34. A student wishing to suspend their enrolment must do so in writing by completing the Temporary Suspension Application Form and return with documentary evidence to support compassionate and compelling circumstances and pay the administration fee. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from Department of Home Affairs prior to submitting.
35. A student wishing to cancel their enrolment must do so in writing by completing the Cancellation & Refund Form and returning it with documentary evidence to support compassionate and compelling circumstances (if applicable) and pay the administration fee. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from Department of Home Affairs prior to submitting.
36. Change of course is subject to academic review and entry requirements of the proposed course. Immigration rules surrounding student visa conditions apply. A student wishing to change their course must do so in writing by completing the official Shafston Course Change Form and submitting it to Shafston. Shafston strongly recommends that students seek advice from the Department of Home Affairs prior to submitting their application.
37. Deferrals and suspensions are granted for a period of up to six (6) months. The decision to grant a deferral or suspension on compassionate or compelling circumstances is wholly at the discretion of the Director at Shafston.
38. Upon approval of a suspension request Shafston will hold the student's remaining tuition fees in credit for the period of suspension. Students who are on a payment plan must continue to make payments on the scheduled instalment due dates.
39. Any application to change enrolment details will not be accepted unless sufficient documentary evidence of compassionate or compelling circumstances is provided. Once all required documentation is submitted, Shafston will be able to make a full and comprehensive assessment and provide an outcome within 14 days.
40. Student visa holders must apply to Shafston a minimum of 10 working days before their intended deferral, or suspension start date or cancellation from the course.

Student Transfer and Release

41. The six calendar months of the principal course is calculated from the commencement date of the principal course. As the principal course of study is generally the final course of study covered by the student's visa and CoE, transfer requirements apply to all courses of study prior to the student's principal course.
42. A student wishing to apply for a Release must do so in writing on the Release Application Form and return it with documentary evidence to support compassionate and compelling circumstances (e.g.: Letter of offer from the other provider). Students must complete six calendar months of their principal course of study. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from the Department of Home Affairs prior to submitting.
43. Students who have not completed the first six months of their principal course at Shafston must seek approval from Shafston if they wish to enrol at another education provider. The



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request will be formally assessed as per the Student Transfer and Release Policy and in accordance with the National Code 2018.

- 44. A student must maintain their enrolment with Shafston by continuing to attend and participate in classes while their application for Release is being assessed.
- 45. A student must continue to make scheduled payments as per their payment plan agreement, until such time as a successful outcome in favour of the student is reached.
- 46. Students who are leaving a provider to transfer to Shafston must provide evidence of release from their principal course provider when requested by Shafston.

General

- 47. Students must notify the College within 7 days of any changes: of address, contact phone number and email address, if and when they occur. Failure to update contact information may result in the student not receiving important information, which may affect their course, their enrolment, or their visa status.
- 48. Students must be 18 years of age or older at the time of course commencement. Shafston under 18 welfare arrangements is not available for students enrolling into Vocational Education and Training (VET) courses.
- 49. Students are required to provide evidence of meeting the course entry requirements before an unconditional letter of offer is issued. Course entry requirements are published on Shafston's website.
- 50. Compulsory attendance is required at orientation. If a student is not able to commence on the start date, as per their offer letter and CoE, they must contact the College immediately. If students do not comply with this requirement, their enrolment may be cancelled.
- 51. Shafston Vocational courses include a minimum of 20 scheduled course contact hours per week, blended classroom intensive/distance (vocational placement) and/or online classes. Some courses also require students to complete a vocational placement arrangement at an Australian workplace in order to successfully complete their studies. See course details at www.shafston.edu.
- 52. Working with Children Check (Blue Card) is a compulsory requirement to attend vocational placement in the Early Childhood Education and Care Courses.
- 53. On successful completion of a Shafston VET Course, students will be awarded an Australian Qualifications Framework (AQF) qualification (Testamur and Record of Results) or a Statement of Attainment for partial completion.
- 54. Students are surveyed and invited to participate in focus groups to share their experience so that Shafston can gain valuable feedback.
- 55. Photos or videos taken by Shafston staff are the property of Shafston International College and may be used for promotional use without consent.
- 56. Students will be surveyed by Shafston in order to collect feedback from each student during their course. Students may also be invited to participate in a post-graduation survey by Shafston.

Attendance, Course Progress / Academic Support / VET Intervention Strategy

- 57. Shafston undertakes to provide the student with the assistance, information and resources reasonably required to complete their chosen qualification/s within the course duration, however, the onus remains with the student to attend class, use available assistance, information, and resources to make satisfactory progress in their studies and complete their course by the specified end date on their COE's. In limited circumstances, students may apply to extend their study duration. Applications by students will be assessed by Shafston International Pty Ltd. Additional fees will apply if an extension is approved.
- 58. Holiday Request Forms must be completed and approved before a student can take official leave. Otherwise, students will be marked as 'Absent' from class.
- 59. Students must comply with all study conditions as per their Student Visa and meet course requirements. The visa holder must satisfy the requirements of course enrolment, course level, course progress and course attendance.
- 60. Maintaining satisfactory course attendance is important to ensure successful learning outcomes. All VET students must comply with these conditions as per their Student Visa.
- 61. Where applicable, online learning will be delivered in accordance with the Training and Assessment Strategy for the qualification. In the case of international students, up to one third of courses may be delivered online. In addition, at least one unit must be taught in a face-to-face (on campus) mode each Study Period, unless it is the last unit of the student's course, and the unit is only available online.
- 62. Students identified as not attending face-to-face course contact hours as per their timetable will be considered at risk of not progressing and will be notified to participate in a compulsory Intervention Meeting. Students may be required to participate in a Repeat Consultation. See Shafston's VET Attendance and Course Progress Policy.
- 63. A stage of study also known as a study period is eight (8) weeks long, regardless of which VET course a student has enrolled into Shafston will assess attendance and course progress at the conclusion of each study period.
- 64. Unsatisfactory Course Progress is defined as a student having failed to achieve a successful outcome in at least 50% of the assessment activities in any two consecutive study periods. Where a student is at risk of not successfully completing their chosen VET course of study by their CoE end date, Shafston will implement its intervention strategies as per the VET Attendance and Course Progress Policy.
- 65. 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 Training Coordinator, and Student Services.
- 66. A tailored VET Intervention Strategy will be activated. This plan will specify the actions that must be completed in order to achieve satisfactory course progression and attendance.

The Intervention Strategy is a written contract which is negotiated and agreed between the student and Shafston, to ensure specific study/attendance conditions and regular support meetings are held until such time the student is satisfactory. All matters will be confidential, and privacy will be ensured during the process.

- 67. Regularly scheduled Academic Skills Support Sessions are provided to support students at no additional charge. It is a compulsory requirement to attend all Academic Skills Support sessions as directed.
- 68. Students will receive a request to confirm re-registration for their next stage of study. It is important for students to advise Shafston of their study intentions in order to maintain their Student Visa status.
- 69. Students that are not on track to achieve course progress over two consecutive study periods will receive an Intention to Report Letter. Students have the right to appeal a decision made by Shafston by accessing the internal Complaints and Appeals Policy and Procedure.
- 70. Shafston may extend the duration of a student's course only in special circumstances, see Shafston's Deferral, Suspension and Cancellation of Studies Policy..

Assessment

- 71. During Orientation, students will receive their study schedule which includes information about the assessments including minimum progress requirements. Students enrolled in qualifications with an online component will receive log in details and can access the Student Portal.
- 72. Shafston academic staff reserves the right to refuse commencement to any VET student whose academic suitability is deemed below the published requirement. Students will be counselled and advised of their options which may include a new visa application.
- 73. 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.
- 74. Written feedback is provided to students by the trainer on assessment outcomes within 7 days.
- 75. All students are given the opportunity to resubmit Unsatisfactory item(s) of assessment, by the due date as advised by the trainer.
- 76. Students who are at risk of not meeting course progression will incur additional fees for examination resits, workplace and assessment observations, assessment item resubmissions and re-enrolment fees.
- 77. Students can access the Shafston Complaints and Appeals process at any time they have a grievance. When speaking to Shafston staff about their concerns, Students may also have a support person.
- 78. Shafston may defer or suspend a student's enrolment due to misbehaviour which can also be grounds for cancellation of their studies.
- 79. 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 advantage by unfair means.
- 80. Students have the right to appeal a decision made by Shafston by accessing the Complaints and Appeals Policy and Procedure and form available on Shafston's website.
- 81. If academic misconduct has been identified, students will be deemed innocent until the completion of an investigation of the alleged breach.
- 82. Past misconduct is not evidence that a student has behaved in the same manner again.
- 83. 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.

Code of Conduct, Complaints and Appeals

- 84. Student General Code of Conduct is published in the Student Handbook on Shafston Website. All students are encouraged to read and abide by the Student General Code of Conduct.
- 85. Shafston students are to be respectful and inclusive of all people on campus. If a student feels they have been treated unfairly, please speak with Shafston staff immediately.
- 86. Students may access the Shafston Complaints and Appeals Policy and Procedure at any time. They may also have a support person with them.

Resolving Grievances

- 87. Students or potential students are encouraged, wherever possible, to resolve grievances directly with the person(s) concerned. For example: if the issue concerns an academic matter, the complainant should talk honestly to the teacher or trainer about his/her concerns. If the student or potential student has attempted to resolve the issue directly but is not satisfied with the outcome or does not wish to approach the person(s) concerned directly, then he/she may discuss the issue with any of the following, depending on the nature of the complaint, i.e. academic or non-academic: (a) Student Services Officer; or (b) relevant Academic Coordinator. He/she may be accompanied or assisted by a support person during this process.

Lodging a Formal Internal Complaint or Appeal

- 88. To commence the formal complaint or appeal process, the complainant must complete a student appeals and complaints form (available from the Shafston website). If the student's complaint or appeal is of an academic nature, they must complete the 'Student Appeals and Complaints for Academic Decisions Form' and submit this to the Student Services Officer. If the student's complaint or appeal is of a non-academic nature, they must complete the 'Student Appeals and Complaints Form' and submit this to the Student Services Officer. The following information needs to be provided in writing on or accompanying the form:



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1. details of the complaint or appeal; 2. supporting information and documentation that the complainant wishes to have considered; 3. an explanation of the steps already taken to try to resolve the complaint informally and why the responses received are not considered satisfactory; and 4. what the complainant thinks needs to be done to address his/her concerns.

Shafston will commence the process of considering the complaint or appeal within fourteen (14) days of receiving the written Appeals and Complaint Form and will advise the outcome of the appeal or complaint in writing to the complainant.

89. If the complaint is upheld, the complainant will be provided with a written outcome of the steps taken to address the complaint within twenty (20) working days of the commencement of the complaint process.

90. If the complaint is not upheld, the complainant will be given a written outcome detailing the reasons for that decision. The complainant will also be advised of his/her right to access the external appeals process if not satisfied with the outcome of the formal Internal written complaint.

External Appeal

91. If, after completing the complaints and grievance appeal process, you still remain dissatisfied with the outcome, the complaint/grievance can be raised with an appropriate external body, such as Overseas Student Ombudsman (OSO) by phone 1300 362 072 or please refer to the following website if you are considering making an online complaint: <https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=oco-complaint-form>. The external appeal must occur within twenty (20) working days from the dated written outcome of the Internal Appeal unless special circumstances apply.

92. The student must advise Shafston in writing of their intention to initiate an external complaint or appeal within (5) working days of receiving notification of the internal appeal decision or outcome. The student must provide evidence in writing that the external process to investigate and review the matter, has been initiated commenced in writing within 10 working days of the letter advising the Internal appeal decision or outcome.

93. If the external appeal process supports the complainant, then Shafston will immediately implement any recommendations, and advise him/her in writing. When appropriate, these recommendations will be incorporated into the Shafston's policies and procedures for implementation ensuring the continuous improvement of service and quality education to students.

94. If the complaint is not upheld, the complainant will be given a detailed written explanation by the external reviewer. It will include the reasons for that decision and then, if necessary, notify DET via PRISMS of the change in enrolment status immediately.

95. 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.

Provider Default

96. In the unlikely 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 the College will either, offer the student an alternative course, or pay the student a refund of their unspent prepaid tuition fees, or arrange for the agreed training and assessment to be completed through another Registered Training Organisation (RTO) at no additional cost to the student. Prior to any transfer, students will be formally notified of the arrangements including any refund of fees that may be applicable.

97. In the unlikely event that Shafston cannot meet the obligation to either offer the student an alternative course, or pay them a refund of their 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 them to find options for completing their study in Australia, 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: Students will be required to pay fees to the new college once the credit-free tuition period is over. For further information, please refer to the TPS website www.tps.gov.au

98. Students have the right to choose whether they 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 the student. Alternatively, students may be offered enrolment in an alternative course at another provider.

Unilodge Accommodation

99. Unilodge Accommodation terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website.

Airport Greeting and Transfer

100. 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.

101. If a student is 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.

102. No refund is payable if the above two clauses are not adhered to, and an additional Airport Greeting and Transfer fee may be payable if our driver is required to attend the pickup location a second time.

103. Students carrying oversized luggage e.g.: Surf Boards, Bicycle, Golf Clubs must notify the homestay department. A fee of \$10 will be charged by the driver at the airport.

104. Students that have not pre-paid their airport pick up service cannot request Shafston's airport greeting and transfer at the airport on arrival.

105. Failure to supply flight details at least 48 hours prior to a student's scheduled arrival will result in the cancellation of the booked airport transfer.

Confidentiality and Privacy Policy

106. Shafston is not permitted or authorised to give out your personal information to other students.

107. Your personal information may be made available by Shafston to the Australian government or other relevant authorities, as required by the Commonwealth, including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988

Confidentiality and Privacy Policy

Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO. **How we disclose your personal information** We are required by law (under the National Vocational Education and Training Regulator Act 2011(Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing, and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

How the NCVER and other bodies handle your personal information.

The NCVER will collect, hold, use, and disclose your personal information in accordance with the law, including the Privacy Act 1988(Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market. The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation.
- facilitation of statistics and research relating to education, including surveys and data linkage.
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at www.ncver.edu.au/privacy.

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DESE is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at <https://www.dese.gov.au/national-vet-data/vet-privacy-notice>.

Surveys

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor, or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

Contact information

At any time, you may contact Shafston to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice.

Note: the above is the most updated privacy notice on NVER website:

<https://www.ncver.edu.au/rto-hub/statistical-standard-software/standard-enrolment-questionnaire-example-form>

[Details for all International Student Fees and Charges Policy & Refund Guideline.](#)