

VET Enrolment Agreement

Terms and Conditions of Enrolment (VET) 2024



SHAFSTON
www.shafston.edu

Purpose

A. This Agreement is applicable to all Vocational Education and Training (VET) students studying at Shafston College.

1. Definitions

- 1.1. **Administrative Fees** means administrative fees contained in the application form.
- 1.2. **Academic Misconduct** means attempts by a Student to cheat, plagiarise or otherwise act dishonestly in undertaking an assessment task, or assisting another Student to do so.
- 1.3. **Agreement** means these VET Enrolment Agreement Terms and Conditions.
- 1.4. **Airport Pick Up Confirmation Document** means the Airport Transfer Confirmation form provided by Shafston College.
- 1.5. **Attendance** means a Student's physical attendance at VET classes and excludes all absences from these classes regardless of the reason for absence.
- 1.6. **Cancellation Fee** means \$500.00.
- 1.7. **Compassionate and Compelling Circumstances** means circumstances which are beyond the control of the Student, which has an impact on the Student's course progress or wellbeing. All requests for consideration will be assessed based on the individual's circumstances. Examples include, but are not limited to:
 - (a) a serious illness or injury, where a medical certificate states that the Student was unable to attend classes;
 - (b) bereavement of close family members (where possible, a death certificate should be provided as evidence);
 - (c) major political upheaval or natural disaster in the Student's home country, requiring emergency travel where this will likely impact on the Student's studies;
 - (d) a traumatic experience where this will impact on the Students, which could include one of the following (these cases should be supported by police or psychologist's reports):
 - i. involvement in, or witnessing of a serious accident; or
 - ii. witnessing or being the victim of a serious crime;
 - (e) inability to begin studying on the course commencement date due to delay in receiving a Student visa.
- 1.8. **COE** means confirmation of enrolment.
- 1.9. **DET** means the Department of Education and Training.
- 1.10. **Immigration** means the Department of Home Affairs.
- 1.11. **Intention to Report** means a letter from Shafston College to the Student advising its intention to report the Student's unsatisfactory attendance.
- 1.12. **Intervention Strategy** means a confidential written contract negotiated and agreed to between the Student and Shafston College to ensure specific study/ attendance conditions and regular support are held until such time as the Student's attendance and study is satisfactory.
- 1.13. **Letter of Offer** means a letter provided by Shafston College to the Student setting out the offer to participate in Shafston College.
- 1.14. **Principal Course of Study** means the main course of study to be undertaken.
- 1.15. **PRISMS** means the Provider Registration and International Student Management System.
- 1.16. **Reminder Letter** means a letter notifying the Student of their progress requirements.
- 1.17. **Shafston College** means Shafston International Pty Ltd.

1.18. **Shafston College Website** means <https://shafston.edu/>.

1.19. **Student or Students** means a student of Shafston College.

1.20. **Shafston Refund Form** means the [form](#) completed as reasons and evidence when cancelling a course or packaged program in which a Student is enrolled.

1.21. **TPS** means the Australian Government Tuition Protection Service which initiative is to assist international students whose education providers are unable to fully deliver their course of study.

1.22. **VET** means Vocational Education and Training.

1.23. **Warning Letter** means a letter sent to Students failing attendance.

2. Forms and Policies

2.1. All forms and policies mentioned in this Agreement can be found on [Forms, Policies and Procedures](#) on the Shafston College Website.

3. Audience

- 3.1. This Agreement applies to:
- (a) any Student participating in a VET program;
 - (b) any staff member, unit, division, college, school or committee responsible for oversight and decision making, administration and management of the VET program; and
 - (c) staff with responsibilities for teaching and supporting Students of the VET program.

4. Scope

4.1. This Agreement apply to Students who are seeking enrolment, admission, participating, or completing a VET program with Shafston College.

5. Offer Acceptance Process

- 5.1. A Student may be provided with a Letter of Offer.
- 5.2. To accept the Letter of Offer, Students must read and fully understand this Agreement, the terms and conditions set out in the Letter of Offer and meet all conditions outlined in the Letter of Offer, such as returning a signed Letter of Offer to Shafston College with evidence of a fully paid deposit made by the method contained in the Letter of Offer.

6. Packaged Enrolment

- 6.1. A packaged enrolment consists of studying more than one course at Shafston College.
- 6.2. Each course is indicated by the course start and end date on the Student's Letter of Offer.

7. Payment of Fees

- 7.1. Fees and charges are subject to change without notice prior to the Student's enrolment.
- 7.2. Students are required to pay a non-refundable deposit of \$500.00 for each course and provide documentary evidence of prior qualifications declared on their application form or acceptable Shafston College equivalent (e.g. offshore placement test results) to obtain CoE.
- 7.3. Students who have requested and agreed to a payment plan must make payments as per instalment due dates on the payment plan.



- 7.4. Students who fail to make payment by the instalment due date will incur a late fee payment of \$100.00 and will be precluded from attending classes, sitting exams and receiving results or certificates and may be reported to Immigration for non-payment of fees (for student visa holders).
- 7.5. Students who refuse to pay outstanding fees after cancelling their enrolment with Shafston College will be reported to Immigration for non-payment of fees.
- 7.6. All outstanding fees owed to Shafston College will be deducted from any approved refund and all bank foreign exchange and transaction fees will be incurred by the Student.

8. Cancellation and Refund

- 8.1. All Administrative Fees and chargers are non-refundable and payable each time there is a request to change enrolment due to any circumstance. Please refer to the Application Form for Administrative Fees and charges or visit Shafston College Website.
- 8.2. The enrolment application fee and accommodation placement fee are non-refundable. If a discounted application or placement fee was offered during enrollment, the full fee will be deducted from any potential refund the Student may be eligible for.
- 8.3. Students who request to shorten their course will have their fees re-calculated at the full price.
- 8.4. A Cancellation Fee of \$500.00 is payable per course or packaged enrolment cancelled and a Payment Plan Cancellation Fee may apply as per the payment plan terms and conditions.
- 8.5. Notification of cancellation must be received at least 28 days prior to the original course or packaged enrolment commencement date. Please refer to the International Student Fees and Charges Policy refund guidelines.
- 8.6. No refund is awarded to Students who cancel their course on arrival in Australia. Please refer to clause 8.11 for the exception.
- 8.7. If notification of cancellation is given after course commencement, no refund will be awarded.
- 8.8. Refunds will not be awarded to Students for public holidays, or missed days by the Student, Students who are expelled or are non-compliance/in breach of their student visa conditions.
- 8.9. Course fees held in credit at the request to transfer can be transferred from one course to another if the Student wishes to change courses within Shafston College and its scope.
- 8.10. If a Student's visa application is refused prior to or after course or packaged program commencement date, the Student must submit to Shafston College 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. Please refer to the International Student Fees and Charges Policy refund guidelines.
- 8.11. Students who cancel are not eligible for a refund as per this Agreement. However, a refund may be given to a Student if the Student can provide evidence of exceptional circumstances or extreme personal hardship through independently documented evidence, such as a medical certificate. The decision to grant a refund is at the direction of Shafston College director.
- 8.12. Students who cannot commence the course because of chronic illness, disability or where there is a death of a close family member of the student supported by verified

documentary evidence will receive a full refund of unspent tuition of fees, less any non-refundable fees.

- 8.13. Refunds will be paid to the person or entity that paid the fees to Shafston College less any bank fees, within 28 days from the date of Shafston College receiving a fully completed and signed refund application form along with supporting documentation if applicable.
- 8.14. Payments received by credit card are to be refunded back to the credit card used to make original payment.

9. Enrolment Variations

- 9.1. A student wishing to defer an enrolment must do so prior to the commencement of the course.
- 9.2. To defer enrolment, the Student must apply for deferral through the Deferral Application Form with:
 - (a) documentary evidence to support Compassionate and Compelling Circumstances; and
 - (b) payment of Administrative Fees.
- 9.3. Student's wishing to cancel their enrolment must do so in writing by completing the Cancellation & Refund form and returning it with:
 - (a) documentary evidence to support Compassionate and Compelling Circumstances (if applicable); and
 - (b) payment of Administrative Fees.
- 9.4. Shafston College recommends that Students read the Deferral, Suspension and Cancellation of Studies Policy on the Website and seek advice from Department of Home Affairs prior to submitting.
- 9.5. Change of course is subject to academic review and entry requirements of the proposed change. Immigration rules surrounding student visa conditions apply.
- 9.6. Deferrals and suspensions are granted for a period up to six (6) months. The decision to grant a deferral or suspension on Compassionate and Compelling Circumstances is at Shafston College's discretion.
- 9.7. Upon approval of a suspension request, Shafston will hold the Student's remaining tuition fees in credit for the period of suspension. Students on a payment plan must continue to make payments on the scheduled installment due dates.
- 9.8. Applications to change enrolment details will not be accepted unless sufficient documentary evidence of Compassionate and Compelling Circumstances has been provided. Once all documentation has been provided, Shafston College will make a full and comprehensive assessment and provide the outcome within fourteen (14) days.

10. Student Transfer and Release

- 10.1. Students must complete six (6) calendar months, calculated from the commencement date of the Principal Course, of their Principal Course of Study before they can be transferred or released.
- 10.2. Students who have not completed six (6) calendar months of their Principal Course must seek approval from Shafston College if they wish to enroll to another education provider. The request will be formally assessed as per the [Student Transfer and Release Policy](#) and in accordance with the National code 2018.
- 10.3. The Principal Course of Study is generally the final course of study covered by the Student's visa and COE. Therefore, transfer requirements apply to all courses of study prior to the Student's Principal Course.
- 10.4. The Student must request a release in writing on the Release Application Form and return it with documentary evidence to



support Compassionate and Compelling Circumstances (e.g. a letter of offer from the other provider).

- 10.5. Students must maintain their enrolment with Shafston by continuing to attend and participate in classes and make scheduled payments as per their payment place while their application for release is under assessment and until a successful outcome has been reached.
- 10.6. Students that have been released from a provider to attend Shafston College are required to provide evidence of their release from that provider upon Shafston College's request.
- 10.7. Shafston College recommends that Students read the [Deferral, Suspension and Cancellation of Studies Policy](#) on the Website and seek advice from Department of Home Affairs prior to submitting.

11. Attendance

- 11.1. Shafston College VET 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 Student's to complete a vocational placement arrangement at any Australian workplace in order to successfully complete their studies. See course details at www.shafston.edu.
- 11.2. Study periods are up to twelve (12) weeks long.
- 11.3. Shafston College undertakes to provide the Student with the assistance, information and resources reasonably required to complete their chosen qualification within the course duration.
- 11.4. The onus remains with the Student to:
 - (a) attend class;
 - (b) use available assistance, information and resources to make satisfactory progress in their studies; and
 - (c) complete their course by the specified end date on their COE's.
- 11.5. Students may extend their study duration in limited circumstances at the cost of an additional fee.
- 11.6. Students must comply with all study conditions as per their Student visa and course requirements.
- 11.7. Shafston College will record Student attendance every hour.
- 11.8. If applicable, online learning will be delivered in accordance with the Training and Assessment Strategy for the qualification. For international Students, at least one third of the courses will be delivered online.
- 11.9. Students who do not attend face-to-face courses during 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 also be required to attend a Repeat Consultation.

12. Progress Obligations

- 12.1. Shafston College will monitor the Student's progress throughout the study period.
- 12.2. Students who fail to achieve a successful outcome in at least 50% of the assessment activities in any two consecutive study periods are considered to have Unsatisfactory Course Progress.
- 12.3. If Shafston College believes the Student is unlikely to successfully complete their chosen VET course of study by their COE end date, Shafston College will implement its intervention strategies as per the [Vet Attendance and Course Progress Policy](#).
- 12.4. Students identified as not meeting course progress will receive

a Reminder Letter, followed by a Warning Letter and will be offered appropriate support by the VET Trainer and Training Coordinator and student services.

- 12.5. If clause 11.4 applies:
 - (a) Shafston College will provide the Student with a tailored Intervention Strategy; and
 - (b) the Student must attend regularly scheduled Academic Skills Support Sessions (at no additional charge to Students)
- 12.6. Students will receive a request to confirm re-registration for their next stage of study. Students must advise Shafston College of their study intention in order to maintain their visa status.
- 12.7. If Shafston College determines a Student is not on track to achieve course progress over two consecutive study periods, Students will receive an Intention to Report Letter. Students have the right to appeal a decision made by Shafston College by accessing the Internal Complaints and Appeals Policy and Procedure.

13. Assessment

- 13.1. Students will be provided with their study schedule during orientation, which includes:
 - (a) Information about assessments;
 - (b) Minimum progress requirements; and
 - (c) Online login details to access the Student Portal (if applicable).
- 13.2. Shafston College may refuse commencement of any Student whose academic suitability is deemed below the published requirement. If this is the case, Students will be counselled and advised on their options (including new visa applications).
- 13.3. Student's will be assessed by formative and summative tasks graded satisfactory or unsatisfactory with the unit of competency overall being either competent or not yet competent.
- 13.4. Students will receive written feedback on assessment outcomes within seven (7) days of assessment and may resubmit unsatisfactory items of assessment by a due date elected by the trainer.
- 13.5. Students at risk of not meeting course progression will incur additional fees for:
 - (a) examination re-sits;
 - (b) workplace and assessment observations;
 - (c) assessment item resubmissions; and
 - (d) re-enrolment fees.

14. Code of Conduct, Complaints and Appeals

- 14.1. Students must read and abide by the Student General Code of Conduct published on the Shafston College Website.
- 14.2. Students must be respectful and inclusive of all people on campus.
- 14.3. Students are encouraged to speak with Shafston College staff immediately if they feel they have been treated unfairly. Students may have a support person with them.
- 14.4. Students can access the Shafston Complaints and Appeals Policy and Procedure at any time on the Shafston College Website.
- 14.5. Shafston College may suspend a Student's enrolment due to misbehavior which can also be grounds for cancellation of



their studies.

- 14.6. If Academic Misconduct is identified, Students will be deemed innocent until the completion of an investigation. If the Student is found guilty, the Student has the right to appeal the decision by accessing the Complaints and Appeals Policy and Procedure on Shafston College's Website.
- 14.7. If clause 13.6 applies, past misconduct is not evidence that the Student has behaved in the same manner again. 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.

15. Resolving Grievances

- 15.1. 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 to the teacher or trainer about their concerns.
- 15.2. If an attempt to resolve the issue is:
- unsuccessful;
 - resolved by is unsatisfactory to the Student; or
 - the Student is not comfortable approaching the person to which the grievance is with;
 - the Student may discuss the issue with the following (depending on the nature of the complaint):
 - Student Services Officer; or
 - relevant Academic Coordinator.
- 15.3. Students may be accompanied by a support person during this process.

16. Lodging a Formal Internal Complaint or Appeal

- 16.1. Students can access the Shafston Complaints and Appeals process at any time and may allocate a support person to attend such process.
- 16.2. To lodge a formal complaint or appeal process, the Student must complete a student appeals and complaints form available on the Shafston College Website).
- 16.3. Complaints of an academic nature must be specified in the Student Appeals and Complaints for Academic Decisions Form and submitted to the Student Services Officer.
- 16.4. Complaints of a non-academic nature must be specified in the Student Appeals and Complaints Form and submitted to the Student Services Officer.
- 16.5. The following information is required to accompany a complaint form:
- details of the complainant;
 - supporting information and documentation that the complainant wishes to have considered;
 - an explanation of the steps taken to try to resolve the complaint informally and why the responses received are not considered satisfactory; and
 - action the Student requires to address their concern.
- 16.6. Shafston will, within fourteen (14) days of receipt of a complaint form, advise the outcome of the appeal or complaint in writing to the complainant.
- 16.7. 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.

- 16.8. If the complaint is not upheld, the complainant will be:
- given a written outcome detailing the reasons for that decision; and
 - given access to the external appeals process if not satisfied with the outcome of the formal internal written complaint.

17. External Appeal

- 17.1. The Student has twenty (20) working days from the dated written outcome of the Internal Appeal unless special circumstances apply to apply for external appeal.
- 17.2. The Student must notify Shafston College within five (5) working days of receiving the internal appeal decision of their intention to initiate an external complaint or appeal.
- 17.3. The Student must, within ten (10) business days of receiving the letter advising of the internal appeal decision or outcome, notify Shafston College that the external process has commenced.
- 17.4. If the external appeal process supports the complainant, Shafston College will immediately implement any recommendations and advise the complainant in writing of the implementation. Where appropriate, these recommendations will be incorporated in Shafston College's policies and procedures to ensure continuous improvement of service and quality education to Students.
- 17.5. If the external appeal process does not support the complainant, the external appeal will provide the complainant with a written explanation of the reasons for its decision. If necessary, the external appeal may notify DET via PRISM of the change in the Student's enrolment status immediately.
- 17.6. The Student's right to make a complaint and seek an appeal of decisions does not affect the rights of the Student to take action under the Australian Consumer Law if applicable.

18. Provider Default

- 18.1. In the unlikely event that Shafston College is unable to deliver the training and assessment service as initially outlined in this Agreement and course fees are already paid in advance, Shafston College will either:
- offer the Student an alternative course; or
 - pay the Student a refund for their unspent prepaid tuition fees; or
 - arrange for the agreed training and assessment to be completed through another Registered Training Organisation.
- 18.2. If Shafston College is unable to:
- offer the Student an alternative course; or
 - pay the Student a refund for their unspent prepaid tuition fees; or
 - arrange for the agreed training and assessment to be completed through another Registered Training Organisation.
- 18.3. the TPS will assist to find the Student alternative options for completing their study in Australia or to obtain a refund if a suitable alternative is not available. Students will be required to pay fees to any new college once the credit-free tuition period of over. See www.tps.gov.au for further information.
- 18.4. Students will be given the choice to either chose a refund on undelivered courses or accept a place in another course.
- 18.5. Provider default refunds will be calculated on a pro rata basis and Students eligible for a refund of future course money that



has not yet been delivered.

19. Student Accommodation

- 19.1. Student Accommodation terms and conditions are detailed on the accommodation confirmation letter and published on the Shafston College Website.

20. Airport Greeting and Transfer

- 20.1. The Student must notify the Homestay Department of any cancellation or delayed flights within 48 hours of becoming aware of such cancellation or delay.
- 20.2. If the Student is already in transit, notification of cancellation, missed or delayed flights must be made to the Airport Transfer Emergency Contact Number provided on the Airport Pick Up Confirmation Document.
- 20.3. Students will not be refunded if clause 19.1 and 19.2 are not adhered to and additional fees will apply if the driver is required to attend the pickup location a second time.
- 20.4. Students carrying oversized luggage e.g. surf boards, bicycles, golf clubs, must notify the Homestay Department at least one (1) week prior to the Student's departure so that the driver can be informed to use the appropriate size vehicle. A fee of \$50 will be charged by the driver at the Airport. Failure to notify the Homestay Department in time may result in extra payment or the Student may need to organise the delivery of the oversized luggage.
- 20.5. Students who have not prepaid their airport pick up service cannot request Shafston College's airport greeting and transfer at the airport on arrival.
- 20.6. Students must provide flight details at least one (1) week prior to the Student's scheduled arrival. If not, the Student's scheduled arrival will result in the cancellation of the booked airport transfer.

21. Confidentiality and Privacy

- 21.1. Shafston College collects Student's personal information to process and manage student enrolment in the VET course.
- 21.2. Shafston College is required by the *National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act)* to disclose the personal information collected about the Student to the National VET Data Collection kept by the National Centre for Vocational Educational Research Ltd (NCVER). NCVER are responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.
- 21.3. Shafston College is not permitted or authorised to share a Student's personal information.
- 21.4. Student's personal information may be shared with the Australian Government or other relevant authorities as required by the Commonwealth, including TPS, or state or territory agencies, in accordance with the *Privacy Act 1988 (Cth) (Privacy Act)*.

22. NCVER

- 22.1. NCVER will collect, hold, use and disclose the Student's personal information in accordance with the Privacy Act and the NVETR Act for purposes including:
- (a) populating authenticated VET transcripts;
 - (b) administration of VET;
 - (c) facilitation of statistics and research relating to education including surveys and data linkage;
 - (d) understanding the Vet market.
- 22.2. NCVER are authorised to disclose information to:
- (a) the Australian Government Department of Education, Skills and Employment (DESE);
 - (b) Commonwealth authorities;
 - (c) 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:
 - i. administration of VET;
 - ii. program administration;
 - iii. regulation monitoring and evaluation;
 - iv. facilitation of statistics and research relating to education, including surveys and data linkage;
 - v. understanding how the VET market operates for policy workforce planning and consumer information;
 - (d) persons engaged by NCVER to conduct research on NCVER's behalf.
- 22.3. For more information on how NCVER handle your personal information, please refer to the NCVER's Privacy Policy at www.ncver.edu.au/privacy.
- 22.4. DESE is authorised by law to collect, use and disclose Student's personal information to fulfill specified functions and activities. For more information, please refer to the DESE VET Privacy Policy <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice>.
- 22.5. Please visit <https://www.ncver.edu.au/rto-hub/statistical-standard-software/standard-enrolment-questions-example-form> for further information.

23. Surveys

- 23.1. Students may receive a student survey which may be run by the government department or an NCVER employee, agent, third-party contractor or another authorised agency.
- 23.2. Students may opt out of surveys.

24. Contact Information

- 24.1. Students may, at any time, contact Shafston College to:
- (a) request access to their personal information;
 - (b) correct their personal information;
 - (c) make a complaint about how their personal information has been handled; and
 - (d) ask about this privacy notice.