

STUDENT AGREEMENT

This is the Agreement between you and Open Colleges Pty Ltd ACN 000 011 692 (**OC**) for the course or courses you are studying with or through OC.

It is an important document. This Agreement sets out your obligations to OC and OC's obligations to you, and by accepting it you are acknowledging that you have read it and understand it. You should also refer to OC's student policies and procedures published on the OC website (www.opencolleges.edu.au/policies.aspx) under 'Key Student Information' (OC Student Policies and Procedures).

It is important that you understand that by accepting this Agreement you are committing to paying the **full course fees** or a significant percentage of the full course fees unless you cancel your enrolment in writing to OC within the cooling off period of **7 calendar days** from the start date of this Agreement (as defined in clause 27) or unless guarantees under the Australian Consumer Law apply to you.

You cannot ask OC to extend your course duration, transfer you to another course, or for OC to issue your certificate unless all course fees that are due at the time have been paid.

Your Obligations

- 1. Your obligations under this Agreement include:
 - a. you agree to pay all fees associated with your course (plus GST, if applicable) (Course Fees);
 - b. you agree to pay any applicable administrative fees charged to you by OC under the Schedule of Administrative Fees published on our website under 'Key Student Information' (Administrative Fees);
 - c. you confirm that you fulfil all entry requirements, can meet the physical requirements of any work placement (where applicable) and have the required equipment and/ or tools, as specified on our website and/or course guide, for the course in which you enrol or as discussed with you in the enrolment process, for the course in which you are enrolling. You understand that if you fail to meet any of these requirements, this may impact your ability to complete the course;
 - d. you represent and warrant that all information you provided to OC was accurate and complete and not misleading in any manner, and that you included all information that may impact on your ability to study, and complete the course (such as any pre-existing condition or disability);
 - e. you agree to comply with the OC Student Policies and Procedures;
 - f. you must have access to a computer, computer equipment, computer software and internet connection which meet OC's specifications from time to time while you are completing your course;
 - g. where applicable to your course (as indicated in the course guide), you must purchase the required kit materials for your course (**Mandatory Materials**) e.g. beauty products or tools. You understand that if you fail to do so, you may not be able to complete the required assessments, and this may impact your ability to complete the course;
 - h. you may be required, depending on your particular course, to provide additional equipment or materials or undertake additional studies or certifications as set out on our website at your own expense;
 - i. you must inform OC in writing within 7 days of any corrections or changes to your personal details including name, residential or postal address, email address and phone numbers;
 - j. you must provide OC with your Unique Student Identifier (USI) within 30 days of the date of your enrolment;



- k. you must maintain a current email address for the duration of your course as OC will communicate with you via email; and
- I. you must retain a copy of all assessments (including portfolios) submitted to OC for the duration of your course. Assessments submitted by post to OC will not be returned to you.

Open Colleges' Obligations

- 2. While you are complying with your obligations under this Agreement (including payment of your course fees):
 - a. OC will supply you with access to your course materials through OpenSpace to enable you to commence and progress in your studies;
 - Access to your course materials may be managed by OC (at its sole discretion) to enable you to maintain suitable academic progression in your studies, and taking into consideration successful completion of prior study periods;
 - c. OC will provide you with access to OpenSpace from your computer where that computer uses equipment, software and internet capability which meet OC's specifications from time to time;
 - d. OC will provide you with access to learning, administrative and academic support (where applicable) in accordance with OC's Student Policies and Procedures; and
 - e. OC will grade your assessments and provide feedback and grading for your assessments through OpenSpace,

until the completion of your course or on the earlier termination or end of this Agreement.

- 3. In some cases, OC delivers courses in partnership with other registered training organisations (**Partners**). Details of the Partners are available on the relevant course page on the OC website. Where a Partner assists to provide your course, it may award your qualification. If you are enrolled in a course that involves a Partner you will still be bound by this Agreement.
- 4. OC or the Partner (whoever is most appropriate) will issue appropriate certification to you for your course within 30 days of the successful completion of your course, provided you have paid all Course Fees and any Administrative Fees payable.

Accepting this Agreement

- 5. You have accepted this Agreement by applying your electronic signature to each place indicated in the Agreement and at the end of the Agreement.
- 6. The date you apply your electronic signature to the Agreement is the agreement date (**Agreement Date**).
- 7. OC enters into this Agreement with you when it confirms your enrolment and provides a copy of this Agreement to you.
- 8. By accepting this Agreement, you consent to OC sending you electronic messages or contacting you at the phone number and email address you have provided to OC, for the duration of this Agreement and a reasonable period after the end of this Agreement. You may opt out of receiving marketing communication at any time, but this does not affect the communications to be sent regarding your course and your enrolment with OC.
- 9. If you are under 18 years of age, your parent or guardian must sign this Agreement and complete the parent or guardian declaration on the Enrolment Form. Under this Agreement, your parent or guardian is responsible for payment of Course Fees and Administrative Fees.



Workplace Assessment Obligations

- 10. If your course contains work placements, workplace assessments, workplace projects or other structured workplace learning (**Structured Workplace Learning**):
 - a. it is your responsibility to find a suitable workplace or workplaces to undertake the Structured Workplace Learning components of your course;
 - b. OC will assess and determine, in its sole discretion, whether the workplace you identify is suitable for the particular Structured Workplace Learning;
 - c. you are responsible for any costs associated with the Structured Workplace Learning, including any placement fees charged by the host organisation (whether charged to you or to OC), statutory checks or vaccination costs; and
 - d. you may be required to travel to an appropriate workplace (at your own cost) if you are unable to locate an appropriate workplace within your local area.
- 11. OC may undertake workplace assessments:
 - a. in a range of ways, which may include completion of a logbook, live streaming, telephone interviews with you and your supervisor, and/ or completion of a workplace assessment portfolio; and
 - b. in person at approved workplaces. Where the approved workplace is remote, or where live streaming has not been permitted, attendance by an OC assessor will be at your cost, as set out in the Schedule of Administrative Fees.

If you cannot attend the workplace on the assessment date you must notify OC in writing 14 days before the assessment date. Failure to attend the assessment or cancellation of the assessment less than 14 days from the assessment date may result in an Administrative Fee being incurred, which you must pay.

12. To complete your course, you must complete all mandatory workplace assessments and submit any logbooks and/ or portfolios within the Maximum Duration of your course.

Paying Your Course Fees

- 13. If you have chosen to pay your Course Fees in full upon enrolment (or by any other payment method), you must pay on or before the due date specified in your Enrolment Form.
- 14. If you have chosen to pay your Course Fees by instalments, you must:
 - a. complete and provide to OC a Credit Card Authorisation or a Direct Debit Request Service Agreement;
 - b. pay all such instalments on or before the due date specified in your Payment Schedule; and
 - c. complete and provide to OC a revised Credit Card Authorisation or a Direct Debit Request Service Agreement within 7 days of any change to your credit card or banking details.

If a third party is paying your Course Fees, they must complete and sign the Payment Methods Form and a third-party declaration form confirming their details. You are responsible for payment of the Course Fees if the third party stops, charges back or defaults on payment of the Course Fees.

- 15. Subject to the Australian Consumer Law, if you do not pay the Course Fees by the due date then OC may:
 - a. withhold the materials for your course; and/or
 - b. restrict access to OpenSpace; and/or
 - c. withhold the grading of assessments; and/or
 - d. cease or suspend any other obligation OC or a Partner has under this Agreement; and/or



- e. refer the debt to external debt collection or notify relevant credit agencies of your default; and/or
- f. withdraw you from the course.

If you are in arrears with by an amount equivalent to three or more instalments, then the total outstanding balance of the Course Fees will become due and payable immediately.

- 16. It is your responsibility to ensure that on the due date for any direct debit payment, clear funds are available in your nominated account to meet the direct debit payment. You may be liable for administrative fees applicable for dishonoured payments as set out in the DebitSuccess Terms & Conditions. Where unpaid Course Fees are referred to an external collection agency for recovery, you may be liable for further collection costs charged by such agency.
- 17. The Course Fees do not include:
 - a. postage of any assessments or other materials by you to OC;
 - b. any materials that are listed as "Mandatory Materials", "Computer Requirements" or "Additional Requirements" for your particular course on the OC website and/ or course guide;
 - c. any costs associated with undertaking Structured Workplace Learning or workplace assessments, including assessor attendance, personal travel and accommodation, placement fees or uniforms;
 - d. any applicable Administrative Fees; or
 - e. any fees and charges with respect to any external examination your course may prepare you to undertake.

Course Duration

18. You must complete your course before the expiry date outlined in OC's confirmation of your enrolment (Maximum Duration). Subject to the Australian Consumer Law, if you do not complete the course within the Maximum Duration, your enrolment will expire, and you will not be entitled to any refund or partial refund of Course Fees.

Course Extensions, Deferral and Transfers

- 19. You may apply for the changes to your enrolment specified in clause 20 by submitting the appropriate request form to OC and properly completing and lodging any paperwork OC require to support your application. OC will only consider your application if you have paid all Course Fees that are due at the time, and you pay any Administrative Fee as outlined in the Schedule of Administrative Fees.
- 20. The changes you may apply for are:
 - a. **Course Extension**: If you require more time to complete your studies, you can apply for a Course Extension before the expiry date of your course and OC will extend your course by up to 6 months if you comply with clause 19 and:
 - i. you have not exceeded the 6-month maximum allowed extensions previously;
 - ii. there are no material changes to the training package for your course;
 - iii. your course is not in a teach-out period, either set by OC or due to a course update; and
 - iv. you pay the Course Extension Fee as outlined in the Schedule of Administrative Fees.
 - If OC approve your Course Extension, the Maximum Duration of your course is adjusted accordingly.
 - b. **Course Deferral**: If you encounter difficulties or changed circumstances that are likely to impact on your ability to study you may apply to defer your study for up to 3 months if you comply with clause



19 and you advise OC of the date you expect to return to study.

If OC approve your application to defer your study, then OC may:

- i. extend the Maximum Duration of your course by up to 3 months (provided there is no teach-out period on your course or material changes to the training package);
- ii. agree an alternative payment plan with you, which may include deferral of instalments for up to 3 months; and/or
- iii. provide you with additional academic and learning support services.
- c. **Course Transfer**: You may apply for a Course Transfer within the first 3 months of the Agreement Date in accordance with OC's Course Transfer Policy (PO1.4). A copy of this policy is located on our website under 'Key Student Information'.

Changes During Your Studies

- 21. OC reserves the right to make changes to the version of OpenSpace you're using and update the OC Student Policies and Procedures from time to time, and generally will provide notice of such updates via OpenSpace.
- 22. OC is a registered training organisation, and it must comply with regulations relating to the courses it provides, including changes to the training package relating to the course. You acknowledge that to comply with such regulations, OC may be required to make changes to your course (including units, learning materials and assessments).
- 23. In addition to changes required under clause 22, OC may elect to make changes to its courses (including units, learning materials and assessments) from time to time.
- 24. Where changes are made pursuant to clause 22 or 23, then OC's Course Change Policy (PO 4.4) will apply. A copy of this policy is located on our website under 'Key Student Information'. The Course Change Policy sets out what a student's rights are in the event of changes to their course.
- 25. OC may update the Schedule of Administrative Fees annually, and such updates will be notified to you with 7 days' notice through OpenSpace.

Cancellation and Refund

- 26. If you wish to terminate your studies, you must notify OC in writing (Cancellation Request).
- 27. Subject to the Australian Consumer Law, if OC receives your Cancellation Request within the **Cooling Off**Period which is 7 calendar days from the start date of this Agreement, OC will refund any Course Fees you have paid, less the applicable Administrative Fees as outlined in the Schedule of Administrative Fees. The start date of this Agreement is the date on which all the following conditions have been met:
 - a. you have accepted this Agreement in accordance with clause 5, or if you are under 18, your parent or guardian has signed this Agreement;
 - b. all Enrolment Conditions specified in your enrolment form have been met. **Enrolment Conditions** may include entry requirements, English language proficiency requirements or other pre-requisites; and
 - c. OC sends you your login details for OpenSpace.
- 28. Subject to the Australian Consumer Law and unless otherwise stated in the terms of this Agreement, if you give OC your Cancellation Request within any of the following periods after your start date, you will be liable to pay to OC the following percentage of the full Course Fee plus the applicable Administrative Fees as outlined in the Schedule of Administrative Fees:
 - i. From day eight to 25% of your Maximum Duration, 40% of the Course Fees;



- ii. For the period 25% to 50% of your Maximum Duration, 70% of the Course Fees; or
- iii. Any period greater than 50% of the enrolment period, the full Course Fees.

This liability applies:

- a. whether or not you have paid the Course Fees in full at the time you give your Cancellation Request;
- b. if you are paying the Course Fees by instalments.

Your Confirmation of Enrolment details the dates associated with the periods described above. Any changes to your Maximum Duration (e.g. through extensions) do not affect the timing of these periods. If any collection costs have been incurred by OC under clause 16, you may be liable for these costs at the time of cancellation.

Guarantees under the Australian Consumer Law

- 29. OC's services come with guarantees that cannot be excluded under the Australian Consumer Law and nothing in this Agreement should be read as purporting to exclude the effect of the Australian Consumer Law. These guarantees are that the services:
 - a. will be provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage;
 - b. be fit for the purpose or give the results that OC and the student agreed to; and
 - c. be delivered within a reasonable time frame when there is no agreed end date.
- 30. You are entitled to receive the services again or a refund for a major failure in the service and you may also be entitled to compensation for any other reasonably foreseeable loss or damage. You are entitled to receive the services again if the service fails to be of acceptable quality and the failure does not amount to a major failure.
- 31. Where permissible, Open Colleges' liability in relation to a failure to meet a consumer guarantee under the Australian Consumer Law is limited to:
 - a. supplying the services again; or
 - b. the payment of the cost of having the services supplied again.

Special Consideration

32. If you encounter difficulties or changed circumstances that are serious and continuing and are likely to materially impact on your ability to complete your course or meet your future financial obligations to OC, you may be eligible for Special Consideration. OC's Special Consideration Policy (PO5.3) can be found under 'Key Student Information' on our website.

Other Terms

- 33. If your course prepares you to undertake external examinations, you are responsible for establishing your own eligibility and making arrangements to attend and pay for any fees and charges with respect to the external examination. OC make no representations regarding external examinations.
- 34. You may keep the material OC provides to you. The content of the material is copyright and all intellectual property rights in the material remains the sole property of OC or the owner of the material. You may not reproduce any part of the materials or assessments other than for personal, non-commercial use without OC's prior written consent.



- 35. This Agreement is governed by and must be construed in accordance with the laws in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.
- 36. The Enrolment Form, Payment Methods Form and Payment Schedule (where you have chosen to pay by instalments) form part of this Agreement.

Additional Terms for New Zealand Citizens

- 37. New Zealand Citizens may enrol in selected OC courses subject to the following additional terms:
 - a. You acknowledge that the qualifications delivered by OC are designed specifically to meet Australian workforce requirements. Further, the Nationally Recognised Training qualifications delivered by OC are developed in accordance with the Australian Qualifications Framework. You are solely responsible for ascertaining the recognition and appropriateness of your course to the meet your specific requirements in New Zealand.
 - b. If your course contains work placements, workplace assessments or other structured workplace learning, it is your responsibility to:
 - i. find an appropriate workplace to undertake the Structured Workplace Learning components of your course in Australia;
 - ii. ensure that you meet the relevant visa requirements to enable you to undertake your work placement in Australia and ensure that you have no visa restrictions that will prevent you from undertaking a work placement in Australia; and
 - iii. complete any necessary regulatory checks, including those that may be required in Australia as specified in the Workplace Assessment Guide for your course, for example National Police Check and Working with Children Check.

DECLARATION AND ACCEPTANCE OF STUDENT AGREEMENT

- 1. I declare that the information I have provided is complete, true and accurate to the best of my knowledge.
- 2. I consent to the collection, use and disclosure of my personal information in accordance with the Privacy Notice below, and OC's Privacy Policy (PO7.1).
- 3. I acknowledge that I have read, understood and accept the terms and conditions of the Student Agreement, including in relation to my rights of cancellation and refund.



PRIVACY NOTICE

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. If you do not provide your personal information to us, we will not be able to enrol you as a student.

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, analyzing 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.

Tasmanian Students

The Office of Tasmanian Assessment, Standards & Certification (**TASC**) requires Open Colleges to disclose student data to them in addition to the data that we provide to NCVER. For more information on how TASC will handle your personal information, please refer to the TASC Personal Information Protection notice at https://www.tas.gov.au/stds/pip.html