

Written Agreement / Terms and Conditions of Enrolment (VET) 2021

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. A student will be deemed to have accepted these terms and conditions if the student has paid any fees to Shafston or if the student has commenced a course with Shafston.
2. Fees and charges are subject to change without notice prior to the student's enrolment.
3. All fees must be paid by the invoiced due date or as per the agreed payment plan schedule.
4. Students who have requested and agreed to a payment plan must make payments as per installment due dates on the payment plan. Students who fail to pay by the installment due date will incur a late payment fee of \$100 as per the payment plan terms and conditions.
5. 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.
6. Students who refuse to pay outstanding fees after cancelling their enrolment with Shafston will be reported to Immigration for non-payment of fees.
7. 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 (Shafston's website).
8. 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 (eg: off-shore placement test results) to obtain their Confirmation of Enrolments (CoEs).
9. 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.
10. Students who request to shorten their course will have their fees re-calculated at the full price not any discounted prices.

Cancellation and Refund

11. Notification of cancellation from individual courses or a packaged program must be made in writing using the official Shafston Cancellation of Enrolment form available on Shafston's website.
12. All refund applications must be submitted in writing by using Shafston's official Student Refund Form available on Shafston's website.
13. 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.
14. All administrative fees and charges are non-refundable.
15. A cancellation fee of \$500 is payable per course or packaged program cancelled and a payment plan cancellation fee of \$125 applies as per the payment plan terms and conditions.
16. Notification of cancellation received at least 28 days prior to the original course or packaged program start date attracts a full refund less any non-refundable fees and charges.
17. Notification of cancellation received less than 28 days prior to the original course or packaged program start date attracts a full refund less any non-refundable fees and charges and the cancellation fee.
18. Notification of cancellation received on or after the original course or packaged program start date will not attract a refund. The exception to this is noted in clause 27.
19. No refund is available to students who cancel their course on arrival in Australia. The exception to this is noted in clause 27.
20. No refunds will be given to students for public holidays or missed days by the student.
21. 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.
22. No refunds will be given to students who are non-compliant and/or in breach of their student visa conditions.
23. If a student is not eligible for a refund as per the above terms and conditions, Shafston will hold the students funds in trust for up to 12 months in the event they wish to undertake another course of study with Shafston.
24. For student visa application refusals, a student must submit an official 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.
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.
Payments received by credit card are to be refunded back to the credit card used to make the original payment. documentation if applicable.
26. Payments received by credit card are to be refunded back to the credit card used to make the original payment.
27. 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 board of Directors. In that case, fees may be refunded on a pro-rata basis, less the \$500 cancellation fee per course or packaged program, application and accommodation placement fees. However, should the student wish to resume their studies at a later date, the original fee payment can be used as credit toward a Shafston course within 12 months of initial payment.

Packaged Program

28. 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

29. Fees are not transferable between students.
30. Fees can be transferred from one program to another if student wishes to change courses within Shafston scope.
31. Free weeks of study and scholarship weeks are non-transferable.
32. Tuition fees cannot be transferred to other services.
33. 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.

Deferrals, Suspensions and Cancellations

34. A student wishing to defer an enrolment must do so prior to the commencement of the course. Students must apply in writing by completing the official Shafston Deferral of Enrolment Form and submitting it to the Student Admissions Department with documentary evidence to support compassionate and compelling circumstances, and they must pay the administration fee. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on Shafston's website and seek advice from Department of Home Affairs (Immigration) prior to submitting their application.
35. A student wishing to suspend their enrolment must do so in writing by completing the official Shafston Temporary Suspension of Enrolment Form and submitting it to the Student Admissions Department with documentary evidence to support compassionate and compelling circumstances, and they must pay the administration fee. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on Shafston's website and seek advice from Immigration prior to submitting their application.
36. A student wishing to cancel their enrolment must do so in writing by completing the official Shafston Cancellation of Enrolment Form and submitting it to the Student Admissions Department. An administration fee will apply. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on Shafston's website and seek advice from Immigration prior to submitting their application.
37. 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 the Student Admissions Department. Shafston strongly recommends that students seek advice from Immigration prior to submitting their application.
38. 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 Shafston.
39. 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 installment due dates.
40. Shafston will endeavour to facilitate a student's return to studies. Students returning after their suspension period are advised to book a consultation with the VET training coordinator to confirm their study plan 14 days prior to returning to study.
41. 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.
42. If tuition fees remain unpaid at the time of student suspension or deferral, the student must pay \$1,000 deposit fee. The non-refundable deposit fee will be allocated against the tuition fees.
43. Student visa holders must apply to Shafston a minimum of 10 working days before their intended deferral, or suspension start date or cancel from the course.

Student Transfer and Release

44. A student wishing to apply for a Release must do so in writing by completing Shafston's official Application for Release form and submitting it to the Student Admissions Department along with the required documentary evidence (eg: Letter of offer from the other provider). Restrictions apply to students who have not yet completed six calendar months of their principal course of study. Shafston strongly recommends that students read the Student Transfer and Release Policy on Shafston's website and seek advice from Department of Home Affairs (Immigration) prior to submitting their application.
45. 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 request will be formally assessed as per the Student Transfer and Release Policy and in accordance with the National Code 2018.
46. 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.
47. A student must maintain their enrolment with Shafston by continuing to attend and participate in classes while their application for Release is being assessed.
48. A student must continue to make scheduled payments as per their payment plan agreement, until such time as a successful outcome in favor of the student is reached.
49. Students who are leaving a provider to transfer to Shafston must provide a release letter from their principal course provider when requested by Shafston.

General

50. Students must notify the College of changes of address, contact phone number and email address immediately 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. This requirement forms part of the student visa conditions.

51. 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.
52. Students are required to provide evidence of course entry requirements before an unconditional letter of offer is issued. Course entry requirements are published on Shafston's website.
53. 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 will be cancelled and they will be reported to immigration for non-commencement of studies. Students will also be subject to cancellation and refund terms and conditions.
54. If a student is delayed in attending orientation they must notify Shafston immediately. Shafston is obligated to notify immigration of students who have not commenced their studies without explanation.
55. All students must sit an on-shore English Placement Test on arrival (as part of Orientation) with Shafston Academic staff.
56. Shafston Vocational courses include a minimum of 20 scheduled course contact hours per week, blended classroom intensive/distance (vocational placement) and/or online classes. See course details at www.shafston.edu (Shafston's website).
57. 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.
58. All VET course delivery is at the Brisbane campus.
59. 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.
60. Any photos or video footage taken at Shafston College or by Shafston staff of Shafston students are the property of Shafston International Pty Ltd and may be used in reproduction of materials for promotional use without consent.
61. 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.
62. Students may be invited to participate in a Focus Group session with a Shafston staff member to talk about their Shafston experience.

Assessment

63. Once orientation has been completed by the student, they will receive their study schedule which includes information about the assessments. Students enrolled in qualifications with an online component will receive log in details and can access the Student Portal.
64. All students must participate in the compulsory language indicator test (LLN) at orientation. Shafston academic staff reserves the right to refuse commencement to any VET student whose proficiency is deemed below the published requirement. Students will be counselled and advised of their options which may include a new visa application.
65. 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.
66. Written feedback is provided to students by the trainer on assessment outcomes within 7-days.
67. All students are given the opportunity to resubmit Unsatisfactory item(s) of assessment, by the due date as advised by the trainer.
68. Students who are at risk of not meeting course progression will incur additional fees for examination resits, work place and assessment observations, assessment item resubmissions and re-enrolment fees.
69. 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.
70. Shafston may defer or suspend a Students enrolment due to misbehaviour which can also be grounds for cancellation of their studies.
71. 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.
72. 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.
73. If academic misconduct has been identified, students will be deemed innocent until the completion of an investigation of the alleged breach.
74. Past misconduct is not evidence that a student has behaved in the same manner again.
75. 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.

Attendance, Course Progress / Academic Support / VET Intervention Strategy

76. 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.
77. Holiday Request Forms must be completed and approved before a student can take official leave, otherwise students will be marked as 'Absent' from class.
78. 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.
79. Maintaining satisfactory course attendance is important to ensure successful learning outcomes. All VET students must comply with these conditions as per their Student Visa.
80. Where applicable, online learning will be delivered in accordance with the Learning 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. (This does not apply to Early Childhood Education and Care courses).

81. 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 delivered 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. (Early Childhood Education and Care courses do not contain an online component).
82. 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.
83. A stage of study also known as a study period does not exceed six-months. Shafston will access attendance and course progress throughout each study period.
84. A stage of study also known as a study period does not exceed six-months. Shafston will assess attendance and course progress throughout each study period.
85. Course progress is defined as Satisfactory or Unsatisfactory progress.
86. 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.
87. 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.
88. 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.
89. 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.
90. 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.
91. Shafston may extend the duration of a student's course only in special circumstances, see Shafston's Deferral, Suspension and Cancellation of Studies Policy.

Code of Conduct, Complaints and Appeals

92. 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.
93. 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.
94. 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.
95. Shafston's Grievance and Appeals Policy and Procedure is available on Shafston's website.
96. Shafston's Complaints and Appeal Form is available on Shafston's website.

Provider Default

97. 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 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.
98. 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
99. 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 within 2 weeks of the day on which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course at another provider.

Confidentiality and Privacy Policy

100. Shafston is not permitted or authorised to give out your personal information to other students or staff members.
101. 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.

Privacy Notice

102. Under the Data Provision Requirements 2012, Shafston 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 for statistical, administrative, regulatory and research purposes. Shafston 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).

Homestay Accommodation - Brisbane

103. Homestay terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website.

Unilodge Accommodation - Brisbane

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

Airport Greeting and Transfer

- 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.
- Any notification of cancellation, missed or delayed flights must be made to the Homestay & Accommodation Department by email.
- 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.
- No refund is payable if the above three clauses 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.
- 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.
- Students that have not pre-paid their airport pick up service cannot request Shafston's airport greeting and transfer at the airport on arrival.
- Failure to supply flight details at least 48 hours prior to a students scheduled arrival will result in the cancellation of the booked airport transfer.

Shafston reserves the right to update these terms and conditions without notice. Please refer to the website for the latest copy of the terms and conditions.

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 (Parent/Guardian)

Date:

Please return your completed application form and supporting documents to : 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.