

STUDENT ENROLMENT AGREEMENT

This is the Agreement between you and Barrington Training Services Pty Ltd, ABN 66 102 353 622 (BTS) for the course or courses you are studying with BTS.

This Agreement sets out your obligations as a student to BTS and BTS's obligations to you, and by accepting it, you are acknowledging that you have read it and understand it. You should also refer to **BTS's student policies and procedures** published on the BTS website under the Student Information page (<https://betrained.barringtons.com.au/betrained/student-information-page/>).

Your Obligations

1. Your obligation 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 BTS under the **Schedule of Administrative Fees** published on our website under the Student Information page (**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 (where applicable), as specified on our website and/or Course Information Pack, 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 BTS was accurate and complete and not misleading in any manner and that you included all information that may impact your ability to study and complete the course (such as any pre-existing condition or disability);
 - e. you agree to comply with the BTS Student Policies and Procedures, the Code of Conduct, and the Student Information Handbook;
 - f. where applicable to your course, you must have access to a computer, computer equipment, computer software and internet connection that meet BTS's specifications from time to time while you are completing your course;

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RTO code: 91397 **ABN:** 66 102 353 622

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- g. you may be required, depending on your course, to provide additional equipment or materials, such as tools of trade, required PPE, uniforms, or undertake additional studies or certifications (if applicable) as set out on our website at your own expense;
- h. you must inform BTS 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;
- i. you must provide your Unique Student Identifier (USI) to BTS when submitting your enrolment application;
- j. you must maintain a current email address for the duration of your course, as BTS will communicate with you via email;

Barrington Training Services' obligations

2. As a Registered Training Organisation (RTO), BTS must comply with relevant Commonwealth, State or Territory legislation and regulatory requirements, as specified in the BTS Policies and Procedures, Code of Conduct, and Student Information Handbook.

This includes, but is not limited to, demonstrating compliance with the following:

- a. the NVR Act and the legislative instruments it enables
 - b. the VET Quality Framework
 - c. the Standards for RTOs
 - d. legislation, regulations and standards related to the delivery of training to overseas students (if applicable)
 - e. VET Student Loans legislation and rules (if applicable)
 - f. State-based funding contracts and associated policies
 - g. workplace health and safety legislation and regulations
 - h. anti-discrimination legislation and regulations
 - i. consumer protection requirements
 - j. Disability Standards for Education
 - k. Working with Children Act
 - l. National Principles for Child Safe Organisations
 - m. Privacy Act and National Privacy Principles
3. While you are complying with your obligations under this Agreement (including payment of your course fees):
 - a. BTS will supply you with access to your course materials through the LMS (Accelerate) or via physical/printed copies where applicable, to enable you to commence and progress in your studies;

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- b. Access to your course materials may be managed by BTS (at its sole discretion) to enable you to maintain suitable academic progression in your studies, taking into consideration the successful completion of prior Units of competency/study periods.
 - c. BTS will provide you with access to learning, administrative and academic support (where applicable) in accordance with BTS's Policies and Procedures; and
 - d. BTS will grade your assessments and provide feedback and grading for your assessments through the LMS (Axcelerate), via email, or physical/printed copies where applicable,
- until the completion of your course or on the earlier termination or end of this Agreement.
4. BTS will issue appropriate certification to you for your course within 30 days of the successful completion of your course (this includes confirming you have met the requirements of the training product), provided you have paid all Course Fees and any Administrative Fees payable.

Accepting this Agreement

- 5. You have accepted this Agreement by applying your signature to each place indicated in the Agreement and at the end of the Agreement and in your enrolment application form.
- 6. The date you apply your signature to the Agreement is the agreement date (Agreement Date).
- 7. BTS 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 BTS sending you electronic messages or contacting you at the phone number and email address you have provided to BTS 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 BTS.
- 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:

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- a. it is your responsibility to find a suitable workplace or workplaces to undertake the placement or workplace learning components of your course unless otherwise specified and confirmed by BTS.
- b. you are responsible for any costs associated with the workplace learning component, including any placement fees charged by the host organisation (whether charged to you or BTS), statutory checks or vaccination costs; and
- c. 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. BTS 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, costs associated with the attendance of a BTS assessor may apply to you or your employer, as set out in the Schedule of Administrative Fees.

12. To complete your course and receive your certificate, 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. You agree to comply with the BTS Student Fees Policy, which is available on the BTS website and within the Student Information Handbook.

14. Payment in full of course fees can be made to Barrington Training Services via:

- a. Credit Card
- b. Debit Card
- c. Electronic funds transfer
- d. Cash
- e. PayPal
- f. Direct Debit

15. All fees must be paid by the due dates specified in your confirmation of enrolment.

16. All fees are to be paid in full prior to completion of the course.

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17. If you have chosen to pay your Course Fees in instalments, you must:

- a. complete and provide to BTS 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 BTS 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 (e.g. Employer), they must complete and sign 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.

18. Subject to the Australian Consumer Law, failure to pay fees and charges may result in any or all of the following until the full amount is paid:

- a. Suspension from attending or participating in the course
- b. Restrict access to learning materials and LMS (Axcelerate)
- c. Exclusion from assessment activities
- d. Withholding the grading of assessments
- e. Withholding of qualification and academic record
- f. Refer the debt to external debt collection or notify relevant credit agencies of your default
- g. Termination of the student's enrolment
- h. Suspension of any other obligation BTS or a Partner has under this Agreement

19. 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 payment provider's 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.

20. The Course Fees do not include:

- a. postage of any assessments or other materials by you to BTS
- b. postage of Certificates/Transcripts by BTS to you
- c. any materials that are listed as "Computer Requirements" or "Additional Requirements" for your course on the BTS website and/or Course Info Pack
- d. any applicable Administrative Fees; or
- e. any fees and charges concerning any external examination your course may prepare you to undertake.

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Course Duration

21. You must complete your course before the expiry date outlined in BTS's confirmation of your enrolment. 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

22. You may apply for the changes to your enrolment specified in clause 23 below by submitting the appropriate Variation to Enrolment request form to BTS and properly completing and lodging any paperwork BTS require to support your application. BTS will only consider your application if you have paid all Course Fees due at the time and you pay any Administrative Fee as outlined in the Schedule of Administrative Fees.

23. The variations to enrolment 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 BTS will extend your course by up to 6 months if you comply with clause 22 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 BTS or due to a course update; and
 - iv. you pay the Course Extension Fee as outlined in the Schedule of Administrative Fees.

If BTS approves your Course Extension, the expected end date of your course is adjusted accordingly.

Barrington Training Services may grant extensions greater than 6 months at its discretion, in accordance with the Course Change, Extension, and Deferral Policy.

- b. **Course Deferral:** If you encounter difficulties or changed circumstances that are likely to impact your ability to study, you may apply to defer your study for up to 6 months if you comply with clause 22 and advise BTS of the date you expect to return to study. If BTS approves your application to defer your study, then BTS may:
 - i. extend the Maximum Duration of your course by up to 6 months (provided there is no teach-out period on your course or material changes to the training package);
 - ii. agree to 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.

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- c. **Course Transfer:** You may apply for a Course Transfer within the first 3 months of the Agreement Date in accordance with BTS's Course Transfer, Extension, and Deferral Policy, available on the BTS website under the Student Information page.

Changes During Your Studies

24. BTS reserves the right to make changes to the LMS (Axcelerate) you are using and update the BTS Policies and Procedures from time to time and generally will provide notice of such updates via email communication and announcement on the LMS.
25. BTS 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, BTS may be required to make changes to your course (including units, learning materials and assessments).
26. In addition to changes required under clause 25, BTS may elect to make changes to its courses (including units, learning materials and assessments) from time to time.
27. Where changes are made under clause 25 or 26, then BTS's Course Change Policy will apply. This policy is available on our website under the Student Information page and outlines the rights of students in the event of course changes.
28. BTS may update the Schedule of Administrative Fees annually, and such updates will be notified to you with 7 days' notice via email communication or the LMS.

Withdrawal and Refund

29. If you wish to terminate your studies and withdraw your enrolment, you must notify BTS in writing by submitting the Variation to Enrolment Request form.
30. If you wish to seek a refund of course fees paid, you must notify BTS in writing by submitting the Refund Request form.
31. If withdrawing from a course enrolment, the completed Withdrawal Request must be submitted together with the Refund Request Form.
32. When approving Refund Request forms and calculating the refund amount, the following criteria will apply:

a. Fee For Service

For students enrolled in Fee for Service training (Full Qualifications), the amount of course fees refunded, less the applicable Administrative Fees as outlined in the Schedule of

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Administrative Fees, is dependent on when the Withdrawal and Refund Request were submitted:

- 28 calendar days or more before the agreed course start date: **100%**
- Within 27 to 14 calendar days before the agreed course start date: **50%**
- Less than 14 calendar days to the day before the agreed course start date: **25%**

Additionally:

- There will be **no refund** of course fees if the notice of withdrawal is submitted on or after the agreed commencement date.
- A **pro-rata refund** of the **unused portion of the tuition fees** if notice of withdrawal is submitted on or after the course start date **due to confirmed extenuating circumstances**. Extenuating circumstances include extreme illness or hardship and are subject to the following conditions:
 - i. Satisfactory documentary evidence must be provided to BTS
 - ii. Any refund will be at the discretion of BTS
- The above conditions apply:
 - i. whether or not you have paid the Course Fees in full at the time you give your Withdrawal Request; and
 - ii. if you are paying the Course Fees in instalments.
- Any changes to your course Maximum Duration (e.g. through extensions) do not affect the timing of the above periods. If BTS incurs any collection costs under clause 19, you may be responsible for these costs at the time of withdrawal.

b. Short Courses and Workshops

For students enrolled in Fee for Service training (Short Courses/Workshops), the amount of course fees refunded is dependent on when the Withdrawal and Refund Request were submitted:

- 7 days or more before the agreed course start date: **100%**
- Within 6 to 2 days before the agreed course start date: **50%**
- Within 2 days before the agreed course start date: **no refund**

c. Government-subsidised training

For students enrolled in government-subsidised training (NSW Smart and Skilled), the amount of course fees refunded is dependent on when the Withdrawal and Refund Request were submitted:

- Once the student has commenced their training activity, and BTS has confirmed that the commencement is recorded: **no refund**
- If the student has not commenced their training activity, and BTS has confirmed that non-commencement is recorded: **100%**

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33. **No refund** is granted where BTS terminates an enrolment due to a student failing to satisfy course requirements relating to attendance or academic progress in accordance with the BTS Course Progress and Completion Policy, available on the BTS website.
34. **No refund** is granted where BTS terminates an enrolment due to a student failing to pay an amount he/she was liable to pay the RTO, directly or indirectly, to undertake the course.
35. **No refund** is granted where BTS terminates an enrolment due to a student breaching the Code of Conduct, such as misbehaving (i.e. consuming drugs, alcohol or smoking where not allowed in a training venue), violence, bullying and harassment of any kind, and causing problems for other students, staff, the RTO's reputation and its relationship with other organisations (such as building management) or for breaking laws anywhere in Australia. This does not affect the student's rights to access BTS's complaints and appeals processes.

Guarantees under the Australian Consumer Law

36. BTS'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:
- will be provided with acceptable care and skill or technical knowledge and take all necessary steps to avoid loss and damage;
 - be fit for the purpose or give the results that BTS and the student agreed to; and
 - be delivered within a reasonable time frame when there is no agreed end date.
37. 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.
38. Where permissible, Barrington Training Services' liability in relation to a failure to meet a consumer guarantee under the Australian Consumer Law is limited to:
- supplying the services again; or
 - the payment of the cost of having the services supplied again.

Special Consideration

39. If you encounter difficulties or changed circumstances that are serious and continuing and are likely to materially impact your ability to complete your course or meet your future financial obligations to BTS, you may be eligible for Special Consideration. BTS's Special Consideration Policy can be found under the Student Information page on the BTS website.

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Other Terms

40. If your course prepares you for external examinations, it is your responsibility to determine your eligibility and to arrange for attendance, as well as to cover any associated fees and charges for the external examination. BTS does not make any representations regarding external examinations.
41. You may keep the material BTS provides to you. The content of the material is copyrighted, and all intellectual property rights in the material remain the sole property of BTS 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 BTS's prior written consent.
42. The Enrolment Form and Payment Schedule (where you have chosen to pay in instalments) form part of this Agreement.

Academic Integrity

43. As a student of BTS, you must follow the principles of academic integrity, as specified in the Student Code of Conduct, the Assessment Policy, and the Academic Integrity Policy, and only submit work that is your own and reflects your individual effort and understanding. These policies and the Student Code of Conduct are available under the Student Information page on the BTS website.

Failure to abide by these policies will result in disciplinary action, including but not limited to:

- Formal written warning
- Fail grade for the assessment
- Suspension of your enrolment
- Cancellation of your enrolment

DECLARATION AND ACCEPTANCE OF THE 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 BTS's Privacy Policy.
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 withdrawal and refund.

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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, 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 Employment and Workplace Relations (DEWR), Commonwealth authorities, and 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.

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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.

DEWR 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 DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.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 Barrington Training Services 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

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