

Terms and Conditions of Enrolment 2019

- Certificate Qualifications

Definitions

1. The **"Agreement"** or **"Terms and Conditions"** means the terms outlined in this document, combined with the form completed for application for enrolment into the course and additional forms required to be uploaded/submitted as part of the enrolment process (including but not limited to the Under 18 Permission Form and the 3rd Party Payment Guarantee Agreement) – of which these terms and conditions form part thereof. The online link to the enrolment form, with links to the other forms can be found via: https://aicd.jobreadyrto.com.au/apply_to_courses/cert3
2. This Agreement shall be governed by the laws of the State of Queensland, Australia.
3. The **"Institute"** or the **"Institute"** means the Australian Institute of Fashion Design Pty Ltd (trading as: 'Australian Institute of Creative Design', 'Australian Institute of Fashion Design', 'Australian Institute of Beauty Therapy', 'Australian Institute of Make-up and Styling' and 'Australian Institute of Interior Design').
4. The **"Course"** means the series of classes/lessons offered by the Institute under the name of the course as selected on the Agreement.
5. The **"Student"** means the person who is applying to participate in the Course, specified as such in the Agreement.
6. The **"Parent or Guardian/s"** means the person/s specified on the Under 18 Permission Form (if applicable)
7. The **"Person Responsible for Course Payment"** means the person specified on the 3rd Party Payment Guarantee Agreement.
8. The **"Guarantor/s"** means all of the following people: the Student, the Person Responsible for Course Payment and the Parent or Guardian/s.
9. A **"Course Position"** means the position granted by the Institute for the Student to participate in the Course. The number of Course Positions available are limited for each Course.
10. The **"Course Fees"** shall refer to either the 'Full Course Fees', 'Student Co-Contribution Fees' or the 'Concessional Student Co-Contribution Fees' based on the Student's eligibility as set out in the Certificate Course Pricing document, being the full amount payable to the Institute for a position in the Course (inclusive of the Course Deposit).
11. The **"Course Deposit"** shall mean the payment that is made to secure the Student's Course Position in the Course, being 10% of the total Course Fees. This Course Deposit is non-refundable and is taken as an administration fee/security deposit in order for the Institute to confirm enrolled positions within the Course.
12. **"Unit"** shall mean any Unit of Competency (as specified by the Course's training package) that form part of the Course.

General

1. On the Institute's receipt of the Agreement and payment of the Course Deposit, the Institute will grant the Student an available Course Position. If there are no available positions in the Course, the Student will have the option to either:
 - a. Have a refund paid to the Person Responsible for Course Payment or,
 - b. Accept a position in an alternative commencement date of the Course or,
 - c. Accept a position in an alternative Course offered by the Institute.
2. The Guarantor/s are not entitled to cancel this Agreement under any circumstances other than as set out in this Agreement.
3. No failure or delay by the Institute in enforcing any of its rights under this Agreement shall be deemed to be a waiver of such right.
4. The Institute reserves the right to refuse any enrolment, at the Institute Director's sole discretion.
5. Prior to the Course commencement date, the Institute reserves the right to cancel the Course due to insufficient enrolment numbers or for any other reason. In this situation, the Person Responsible for Course Payment will receive a full refund for any Course Fees that have been paid to the Institute.
6. Once the Course has commenced, the Institute guarantees to complete the delivery of the Course except in the following unlikely situations:

- a. A natural or malicious disaster (including fire, tempest and flooding) occurs which prevents the Course being undertaken,
- b. Due to student deferrals, transfers or withdrawals from the Course, the remaining number of Students enrolled in the course becomes three or less, or;
- c. The Institute goes into voluntary administration, liquidation or receivership.

In these situations, the Institute reserves the right to cancel the course. The Institute will issue a pro-rata refund of the Course Fees for any training not already undertaken by the Student, or will find another suitable Course or another suitable Course provider for the student to complete their study. In this case the Student's preferred option will be taken.

7. The Student has been provided with a Student Handbook which outlines all of the Institute's policies and the rights and obligations of the Student and agrees to abide by the Student Code of Conduct and other policies contained within. (If additional copies of the Student Handbook were required, they have been obtained from the Institute's administration or viewed on our website here <https://www.aicd.edu.au/policies.php>).
8. The Institute reserves the right to refuse any enrolment, at the Institute Director's sole discretion.
9. The Institute reserves the right to revise Course contents, Course titles, and the sequence of classes at its sole discretion.
10. The Institute reserves the right to alter the scheduled time and venue of the classes if it deems appropriate.
11. The Institute reserves the right to change any products that are stated as being included in the Course Fees if it deems necessary.
12. The Guarantor/s agree to notify the Institute of any changes in their contact details such as residential address, postal address, phone number, email etc.
13. The Student agrees to keep confidential all course materials supplied by the Institute. Copyright and all other intellectual property rights in all course materials belong to the Institute.
14. The guarantor/s have the right to enquire about the Student's course progress and the Institute may also contact the Guarantor/s in regards to the Student's Course progress at any time.

Course Completion Requirements

15. The Guarantor/s acknowledge that the Student will not be eligible to receive the Qualification for the Course unless the Student achieves Competency in all Units and all Course Fees have been paid in full.
16. In order for the Institute's appointed assessors to determine if a Student is Competent in a Unit, a number of factors are taken into consideration including, but not limited to:
 - a. The Student's satisfactory level of attendance and participation in classes
 - b. The level of skill the Student obtains during the classes as observed by the assessor and
 - c. The Student's successful completion of specific assessment tasks

Unless all of these criteria reach a satisfactory level against the Course benchmark requirements, the Student cannot be considered competent in a Unit. This does not limit the Student's right to apply for Recognition of Prior Learning against any Unit which forms part of the Course.

17. The Student is responsible for catching up on any work missed due to their absence from class.
18. As the training is predominantly practical in nature, attendance and participation in class is crucial. For this reason Medical Certificates must be provided for all absences where illness/injury is the reason for the Student's absence.
19. If the Student is absent from a significant amount of classes it may be deemed necessary by the Institute for the Student to defer the remainder of their Course. The Guarantor/s will be notified if this situation arises and a meeting will be arranged to discuss the available options.
20. From 1 January 2015, the Institute can be prevented from issuing you with a nationally recognised VET qualification or statement of attainment when you complete your course if the Student does not provide us with a Unique Student Identifier (USI). If you have not yet obtained a USI you can apply for it directly at <http://www.usi.gov.au/create-your-USI/> on computer or mobile device.

Student Conduct

21. The Student agrees to conduct themselves in a professional and responsible manner at all times whilst on the Institute premises and whilst representing the Institute at any events/competitions and participating in any field trips or excursions.
22. If at any time the Student's conduct, assessment or otherwise is considered by the Institute to be inappropriate, the Institute reverse the right in its discretion to refuse permission for the Student to attend or participate any events associated with the Institute.
23. The consumption of drugs and alcohol is prohibited on the Institute premises.
24. Smoking is only permitted in allocated break times and in designated smoking areas.
25. The Student agrees to exercise reasonable care when using and handling Institute equipment and accessories. In the event Institute property or equipment is damaged or stolen as a result of the Student's failure to exercise proper and reasonable care, the Guarantor/s agrees to pay all costs associated with the repair or replacement of that property within twenty-eight (28) days of the damage occurring.
26. The Institute Directors reserve the right to terminate the Student's enrolment at any time for non-payment of Course Fees, failure to comply with the Institute rules and regulations, or conduct deemed unsatisfactory.
27. The Student is responsible for their own books, equipment and personal items and hereby releases the Institute from all liability and claims for loss or damage to such items, howsoever caused.

Use of Photos / Works

28. The Guarantor/s give full permission for the Institute to use photographs, video recordings and/or examples of the Student and/or their work for any use associated with the Institute, including for promotional purposes (e.g. advertising, website, marketing materials etc).
29. The Guarantor/s understand and agree that these materials will become the property of the Institute and authorise the Institute to edit, alter, copy, exhibit, publish or distribute any of these photographs, video recordings or copies of the Student's works for the purposes of publicising the Institute's programmes or for any other lawful purpose. In addition the Guarantor/s waive the right to inspect or approve the finished product, including written or electronic copy, wherein the Student's likeness appears.
30. The Guarantor/s understand that the above permission is given on a voluntary basis and no payment can be claimed.
31. If the Student does not want the Institute to display or publish their name, any photo's/video recordings of the Student, or their work then the Student should notify the Institute in writing. This written notification shall apply from the date that it is received by the Institute and any works, images or recordings taken prior to this date may still be used by the Institute and any previously published information/images may still be displayed or used by the Institute.

Field Trip / Excursion Permission

32. The Guarantor/s give permission for the Student to attend and participate in any field trips or excursions as they may arise during the Student's participation in the Course.
33. The Guarantor/s give permission for the Student to:
 - a. Drive themselves to and from the relevant location,
 - b. Take other Student's as passengers in their vehicle,
 - c. Be a passenger in another Student's, supervising teacher's or staff member's vehicle,
 - d. Be transported by a chartered bus,
 - e. Take any form public transport (i.e. taxi, bus, train etc)
34. The Guarantor/s understand that while adequate and appropriate supervision will be provided, unanticipated situations or problems can arise that are not reasonably within the control of the supervising teachers or staff.
35. The Guarantor/s agree to release the Institute and its employees or contractors and student's from any and all liability, claims, suits, demands, judgments, costs, interest and expense (including legal fees and costs) arising from transportation to or from, and participation in any field trips or excursions, including any accident or injury to the student and the costs of medical services.
36. In the event of any injury requiring medical attention, the Guarantor/s hereby grant permission to the supervising teacher/s or staff to attend to the Student. If the injury warrants further medical attention, every effort will be made to

contact the Emergency Contacts to receive their specific authorisation before action is taken. If efforts to contact the Emergency Contact/s are unsuccessful, permission is granted for any necessary medical treatment to be given.

37. In addition, the Guarantor/s grant permission to the supervising teacher/s or staff to take the Student to a physician, dentist or to the hospital if an accident or serious illness occurs on the trip and my Emergency Contact cannot be located.

Payment and Guarantee

1. Following receipt of the Course Deposit by the Institute, the Guarantor/s agree to be contractually bound to pay the Course Fees in full.
2. The Course Fees will only be refunded if the Institute is unable to offer the Student a position in the Course, as set out in this Agreement.
3. The Guarantor/s agree to pay any additional fees or charges that may become payable to the Institute during the period of the Student's participation in the Course. See the Student Handbook for a list of possible additional fees or charges that may arise.
4. The Guarantor/s hereby acknowledge and agree that the Course Fees are for a Course Position for the Student to undertake the Course. The Course Fees being payment for that Course Position, are payable whether the Student participates in the entire Course or not. Upon receipt of the Course Deposit, the Guarantor/s are liable to the Institute for the payment of the Course Fees in full.
5. As a condition of the Agreement, each of the Guarantor/s enters into a personal Guarantee for payment of the full Course Fees and any additional fees or charges that may have become payable to the Institute and hereby indemnify the Institute against any loss or damage, the full terms and conditions of which are set out in this Agreement.
 - a. This Guarantee shall be a continuing Guarantee and shall be irrevocable and shall remain in full force and effect until the obligations of the Guarantor/s under the Agreement have been fully satisfied.
 - b. This Guarantee may be enforced against any of the Guarantor/s without the Institute first being required to exhaust any remedy it may have against any of the other Guarantor/s. It is a continuing and irrevocable guarantee for all of the monies due under the Agreement and will remain in full force and effect until discharged and will apply to the present and future balance of the Guarantor/s' account.
 - c. The liability of the Guarantor/s' is absolute and will not be affected by any act or omission which might otherwise operate to release the Guarantor/s from their obligations in whole or in part.
6. The Guarantor/s shall reimburse the Institute for its expenses incurred in connection with the enforcement of this guarantee including legal costs and expenses on a full indemnity basis. The Guarantor/s acknowledge that if any or all of the Guarantor/s are deemed to be in default by the Institute:
 - a. The debt may be referred to the Institute's debt collection agency;
 - b. The Guarantor/s will be liable for all costs (legal or otherwise) relating to the recovery of all monies payable including all charges and fees.
 - c. Such demands may be delivered by post to the last known address of the Guarantor/s.
 - d. Overdue payments will incur an interest charge of 2.5% per month (or part thereof) from the date the payment was due.
7. A record of results or other certificate of course completion will not be released by the Institute until all Course Fees are paid in full.
8. Students who have not paid their accrued Course Fees may not be permitted to commence subsequent Courses (or further Units, classes/lessons of the Course) until all amounts owing have been paid to the Institute.
9. Payment of the Course Fees can be made by Cash, Cheque, Money Order, Direct Deposit, EFTPOS or Credit Card (excluding American Express and Diners Club) and in part by the Certificate 3 Guarantee funding if the Student is eligible.
10. The Institute offers the ability to pay the Course Fees on payment plan via direct debit from your nominated account through Integrapay (www.integrapay.com.au) over the duration of the Course.
 - a. The option for the Course Fees to be paid on payment plan will only be accepted by the Institute if regular (weekly or fortnightly) direct debits from either a bank account or credit card are set up through Integrapay.

- b. If at any time the Guarantor/s wish to make lump sum payments to either reduce the regular debit amount or pay out the balance of the Course Fees owing, payment can be made at administration.
- c. When a direct debit payment fails through IntegraPay, IntegraPay will automatically email the student that a payment was rejected. In the event, there is no email address an SMS will be sent instead. IntegraPay charge a failed payment fee of up to \$5.00 per failed payment, which will be debited with the next payment. If IntegraPay is unable to recover the failed payment fee, this fee will be charged to the Institute. In this situation, the Institute will then invoice the Guarantor/s for the failed payment fees charged by IntegraPay.
- d. If the Person Responsible for Course Payment needs to change the bank account or credit card that direct debits are to come out of, completion of a Variation Form will be required and is available by request from administration.

Deferment and Withdrawal – Refunds

11. Deferment of study is granted at the Institute Director's sole discretion for applicants that have applied for consideration in writing, providing evidence of illness or compassionate grounds that prevent the Student's participation in the Course.
 - a. Applications for deferment cannot be accepted from anyone other than the Guarantor/s.
 - b. No action will be taken by the Institute until a written application has been received with accompanying evidence.
 - c. All Guarantor/s must give written consent for the Student's deferral in order for the deferral application to be considered.
 - d. Further evidence may be required by the Institute in order to verify the legitimacy of the application. This may include a secondary Doctor's assessment/evaluation by a Doctor selected by the Institute. Any costs incurred by the Institute in verifying the legitimacy of the application will be at the expense of the Guarantor/s.
 - e. Deferment of study is not a deferral of the Course Fee payments and the full Course payment amount must be made according to this Agreement, even in the case of an approved deferral application.
 - f. If deferment is granted to the Student, the Student may only take an available position in a subsequent course, subject to the availability of a suitable Course.
 - g. No refunds will be granted if the Student does not take up the deferral.
 - h. Further information regarding the Institute's Deferral Policy is contained in the Student Handbook.
12. Withdrawal from the Course is granted at the Institute Director's sole discretion for applicants that have applied for consideration in writing 15 days or more prior to the commencement date of the Course, providing evidence of illness or extreme personal hardship that prevents the Student's participation in the Course.
 - a. Applications for withdrawal cannot be accepted from anyone other than the Guarantor/s.
 - b. No action will be taken by the Institute until a written application has been received.
 - c. All Guarantor/s must give written consent for the Student's withdrawal in order for the withdrawal application to be considered.
 - d. Further evidence may be required by the Institute in order to verify the legitimacy of the application. This may include a secondary Doctor's assessment/evaluation by a Doctor selected by the Institute. Any costs incurred by the Institute in verifying the legitimacy of the application will be at the expense of the Guarantor/s.
 - e. If the application for withdrawal is received by the Institute 15 days or more prior to the commencement date of the Course and the withdrawal request is accepted by the Institute, the Institute will refund any Course Fees paid, less the non-refundable Course Deposit.
 - f. Further information regarding the Institute's Withdrawal Policy is contained in the Student Handbook/
13. If the Student requests to withdraw from the Course 14 days prior to the commencement date of the Course or any time thereafter:
 - a. All Guarantor/s must give written consent for the Student to withdraw from the Course.
 - b. The Course Fees for the Course must be paid in full.

Privacy

14. Under the Data Provision Requirements 2012 and National VET Data Policy (which includes the National VET Provider Collection Data Requirements Policy), Registered Training Organisations are required to collect and submit data compliant with AVETMISS for the National VET Provider Collection for all Nationally Recognised Training. This data is held by the National Centre for Vocational Education Research Ltd (NCVER), and may be used and disclosed for the following purposes:
- populate authenticated VET transcripts;
 - facilitate statistics and research relating to education, including surveys and data linkage;
 - pre-populate RTO student enrolment forms;
 - understand how the VET market operates, for policy, workforce planning and consumer information; and
 - administer VET, including program administration, regulation, monitoring and evaluation.
15. 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.
16. 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).
17. The Guarantor/s signing this document acknowledge that all information contained in this document and all other documents given to the Institute pertaining to the same signatory of this document or their agent, may be given to a third party for the exclusive purpose of debt collection. This information may also be shared with a Credit Reporting Agency for the purpose of creating or maintaining an information file on the Guarantor/s.
18. The Guarantor/s personal information may be disclosed to our contractors and suppliers, including but not limited to our IT support contractors and database designers for the purposes of maintaining and supporting the delivery of our services.
19. The Guarantor/s shall have the right to enquire about the Student's course progress and the Institute may also contact the Guarantor/s in regards to the Student's course progress at any time.
20. The information provided on this form is used for planning, communication, research and evaluation activities undertaken by the Institute. The Student's personal information may be disclosed to a registering body official for auditing purposes.
21. The Student's name, phone number and email address may be provided to a prospective employer if the Institute deems that they may be suitable for an employment opportunity. If the Student does not wish for their details to be provided to prospective employers please notify administration in writing.