



# **Policy Document**

## **Terms and Conditions**

**(Vocational Education and Training Courses)**

## Policy Name

Terms and Conditions (Vocational Education and Training Courses)

## Policy File Name

20090113TermsAndConditionsVET

## Policy Location

Cengage Education Inside and [www.cengage.edu.au/policies](http://www.cengage.edu.au/policies)

## Compliance Requirements

AQTF

Trade Practices Legislation

Consumer Protection Legislation

## Purpose

These Terms and Conditions notify the student of their obligations when enrolled into a Cengage Education Vocational Education and Training Course of Study.

## Scope

These Terms and Conditions apply to enrolment into Vocational Education and Training Courses offered by Cengage Education.

## Definitions

N/a

## Policy Provisions

1. Upon your returning a signed original of this Student Agreement (*Agreement*) to CE (*Agreement Date*) a binding agreement shall arise between you and Cengage Education Pty Ltd (ACN 000 011 692) ("CE"), which shall be governed by the laws of New South Wales.
2. By signing and returning this Student Agreement you agree to accept the following terms and conditions which are part of the agreement and you agree to comply with the CE policies and procedures as published on the CE website, or in the CE Vocational Education and Training Handbook and Diary.
3. By signing and returning this Student Agreement you agree to pay the course fee (plus GST if applicable) ("Course Fee") for the course you have selected under this Student Agreement ("Course"). Upon receipt of the Course Fee, CE agrees to
  - a) supply to you all materials listed by CE for your Course ("Course Materials");
  - b) grade your assignments;
  - c) answer queries about your Course; and
  - d) meet the cost of all return postage to you.
4. The Course Fee does not cover postage to CE, nor any materials that are not listed as

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Course Materials for your Course. CE notes that, depending on your particular Course, you may need to provide your own equipment in addition to the Course Materials at your cost. Subject to successful completion of all assignments and the Course Fee being paid in full, CE will issue you with appropriate certification for your Course.

**5.** Course Materials will be sent to you as you progress through your Course and submit your assignments. CE reserves the right to withhold provision of Course Materials in the event that you fail to pay any part of the Course Fee as and when it becomes payable. If you are paying by instalments, you must

a) pay all such instalments on or before the due date; and

b) in the event that the instalments are to be paid by way of direct debit, you must ensure that you maintain sufficient funds in your account to meet the instalment payments.

**6.** Irrespective of your progress through the Course, if you fail to pay any instalment by the due date, the total outstanding balance of the Course Fee will become immediately due and payable and you may also be required to pay additional administrative costs.

**7.** The Course Materials that CE provides to you shall become your property. However, the content of the Course Materials, including copyright and all other such intellectual property rights contained therein, remain the property of CE or a nominated third party. You may not reproduce any part of the Course Materials without the prior written consent of CE.

**8.** The duration of your Course is printed on the front of your Student Agreement. In the event that you do not complete the Course within the given timeframe, your enrolment will be immediately cancelled without refund. If you wish to continue with your Course after the expiry date, an additional fee of \$250 will be charged and a maximum extension of six (6) months will be granted. Extensions are subject to availability and CE retains the right to refuse an extension in its absolute discretion.

**9.** If you wish to terminate your studies before the completion of your Course, you must notify CE in writing via registered post ("Cancellation Request") within 21 calendar days of the Agreement Date. A full refund of the Course Fee will only be issued if the Cancellation Request together with all Course Materials (in good and merchantable condition) are received by CE within 21 calendar days of the Agreement Date. If the Course Materials are not received within this period or are returned in an unmerchantable condition you will be charged a \$100 cancellation fee.

**10.** If you fail to notify CE of your Cancellation Request in writing within 21 calendar days of the Agreement Date, you will be liable to pay the Course Fee to CE in full.

**11.** If during the term of your Course you wish to transfer:

i) To another course from one in which you are currently enrolled, or;

ii) To another type of material from which your course is currently delivered (e.g. electronic to print format),

you may do so subject to the following conditions:

a) Your instalment payments are up to date and there are no other overdue monies owing to CE; b) You agree to pay an administration fee of \$150; c) You agree to pay any difference between your original Course Fee and your new course fee; d) Any remaining credit on your behalf may be used towards further CE courses, but will not be refunded. This credit may only be utilised prior to the expiration of your Course in accordance with section 8 of this Student Agreement; e) Your request to transfer Courses must be lodged within one (1) year of the Agreement Date; f) Only one (1) transfer is permitted per Course enrolment.

**12.** Conditions of enrolment for students undertaking a course which contains a mandatory work placement: Cengage Education will assist students to identify work placement opportunities in an appropriate organisation. However, it is the responsibility of the student to find and complete the work placement. In the event that the student has previously arranged a work placement Cengage Education will check the suitability of this arrangement. Cengage Education will make reasonable efforts to organise for assessment to be conducted in the workplace however, the student may be required to attend assessment events at other locations. If the student does not complete a mandatory work placement within the duration of the course Cengage Education is not permitted to issue the qualification.

**13.** 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 the examination.

**14.** If you are under 18 years of age, CE will process this Student Agreement and the enrolment attached hereto once it has been signed by your parent or guardian. By signing this Student Agreement, your parent or guardian agrees to be bound by the terms contained

herein and shall become legally responsible for all payments to CE with respect to your Course.

**15.** By signing and returning to CE the enrolment form attached to this Student Agreement a) you are warranting that you are not legally bankrupt; and b) you are giving your consent to CE undertaking a credit check on you.

**16.** CE will not forward you any Course Materials beyond the 1st module if this Student Agreement is not signed and returned to CE.

**17.** These Terms and Conditions are subject to change without notice. You should always check the CE website for the current and official version of this document. This document was produced 07 January 2009 and is current as at that date.

### **Associated Documents**

Priority Enrolment Form (Student Agreement)

VET Student Handbook and Diary

### **Authorities and Accountabilities**

The Policy Officer is responsible for establishing, communicating and implementing this policy.

The Academic Director is responsible for enforcement of this policy and for dealing with breaches.

### **Document Versions and Approvals**

The version of this policy is indicated by the date in the file name of this document. Each new version of this policy, prepared by the Policy Officer, is approved by the Compliance Manager.