

Terms and Conditions

1. South Coast Community College Ltd (the Provider) guarantees that the services provided will be:
 - a. Provided with due care and skill
 - b. Fit for any specified purpose (express or implied)
 - c. Provided within a reasonable time frame (when no timeframe is set for training or assessment)
 2. As an approved Provider of Smart and Skilled training the Provider will comply with the Smart and Skilled contract Terms and Conditions, operating guidelines and policies. Specifically, the Provider will responsibly manage the delivery of subsidized training to:
 - a. maximise usage of, but not exceed, any Financial Caps
 - b. facilitate the provision of high-quality Subsidised Training that is relevant to industry and employers; and
 - c. promote the interest of Students
 3. The Provider will deliver subsidized training in accordance with the Activity Schedule which includes limited number of places and specific training start and end dates.
 4. For all training the Provider will:
 - a. Act in good faith and not act in any way that could be seen to be unethical, reckless, illegal or dishonest.
 - b. Maintain its registration with the VET Regulator as a training organization and its listing on the national register (training.gov.au) to deliver training in NSW.
 - c. Ensure that all approved Smart and Skilled qualifications remain within the scope of its registration with the VET Regulator for the delivery of training in NSW.
 - d. Maintain approval as a NSW ACE Provider for the delivery of Foundation Skills training
 - e. Maintain the capacity to deliver each approved qualification throughout the relevant region to the standard as required by the Smart and Skilled contract including:
 - (i) Maintaining all licenses and consents
 - (ii) Maintaining the required number of appropriately skilled trainers and assessors
 - (iii) Ensuring all of its personnel undertake professional development and continuous improvement as described in the Smart and Skilled Operating Guidelines
 - (iv) Validating and contextualizing training and assessment resources as described in the Smart and Skilled Operating Guidelines.
 - f. Maintaining operations to the standard required by the Smart and Skilled contract including:
 - (i) Maintaining facilities and equipment
 - (ii) Providing Student administration support services
 - (iii) Providing career advice services
 - (iv) Providing specialized training and assessment services
 - g. Maintain relevant public liability, products liability and professional indemnity insurance in accordance with the Smart and Skilled Contract requirements.
 - h. Not discriminate in any way between prospective Students when accepting enrolments and will treat all prospective Students fairly and equitably including compliance with all equal opportunity and anti-discrimination laws and will provide prospective Students seeking enrolment all reasonable opportunity to enrol in and undertake training.
 - i. Create, collect and maintain accurate records of training and provide true, accurate and correct information to the Department of Education for the purposes of recording training outcomes and updating national databases. This includes ensuring Student consent to the collection, use and disclosure of Student Personal Information, including Unique Student Identifier, in accordance with the *Privacy Act 1988 (Cth)*.
 - j. Comply with all applicable Australian privacy laws, including the Privacy Act 1988 (Cth) in relation to the collection use and disclosure of personal information.
 - k. Only charge fees in accordance with the Smart and Skilled contract, the Smart and Skilled Schedule of Prices, Fees and Subsidies the Smart and Skilled Fee Administration Policy.
 - l. Maintain arrangements for the protection of any fees paid in advance and in accordance with the Smart and Skilled Fee Administration Policy. In line with this policy the Provider will not collect more than \$1,500 of fees in advance.
 - m. Publish and make available readily accessible information about courses and training and promptly respond to any enquiries by prospective Students.
 - n. Publish and make readily available the Consumer Protection Policy and process complaints in accordance with this policy.
 - o. Offer credit transfer and recognition of prior learning assessment pathways and provide accessible information on the application process for credit transfer and recognition of prior learning. The Provider will comply with the Australian Qualifications Framework and Standards for Registered Training Organisations when processing and granting credit transfer or recognition of prior learning.
 - p. Provide each Student with a Training Plan and plan and deliver and assess training in accordance with the Training Plan
 - q. Induct Students to the training and ensure they are familiar with all South Coast Community College policies and procedures that impact their learning and assessment experience.
 - r. Provide opportunities for Students to re-attempt assessments at no charge if their result is not yet competent. After two unsuccessful attempts the Student may access the Assessment Appeals policy and procedure if they wish to appeal the assessment result.
 - s. Issue Statements of Attainment and Testamurs in accordance with the Australian Qualifications Framework. If a reprint of a certificate is required, the Provider will issue a new certificate on payment of a \$25 fee. A Student will receive a Statement of Attainment for part completion of a qualification.
 - t. Advise the Student as soon as practicable of any changes to agreed services including the event of South Coast Community College closing down, change in ownership or changes to existing their party arrangements.
5. In addition to the above conditions, where course fees are applicable the Provider will refund course fees when:
- a. participant has overpaid the administration charge
 - b. participant is enrolled in training that is cancelled by the RTO
 - c. participant advises the Provider more than 7 days prior to course commencement that they are withdrawing from the course.
 - d. participant withdraws with less than 7 days' notice prior to course commencement or after course commencement and is successful in their written application to the Provider for a refund which is based on illness or extreme hardship. If the course has commenced the
 - e. The Provider fails to provide the agreed services.
6. The Provider reserves the right to:
- a. cancel a course if there are insufficient enrolments for the course to be viable.
 - b. decline admission to a course, terminate a Student's enrolment in a class or change a trainer / assessor at any time without notice.
 - c. refuse to refund course fees after the course has commenced.

The Student will:

1. Ensure all their contact details are correct and current at all times, including pre-commencement. This is essential should Students need to be contacted in the event of a course cancellation.
2. Notify the Provider if they have a medical condition or disability or require assistance with their training.
3. Pay a deposit at the time of enrolment to secure their position in a course in a commercial course. This deposit includes the administration fee of \$25.00 which is not refundable should the Student withdraw from the course with the required notice.
4. Pay all required course fees on commencement. Where course fees are more than \$1,500 the Student may apply to complete payments on a Payment Plan. The Provider will not issue any Statement of Attainment or Testamur until outstanding fees are paid.
5. Undertake pre-enrolment assessments if requested and engage in and implement any learning support planning that may be required to facilitate learning and assessment at the AQF level the Student is undertaking.
6. Access the Student Appeals Policy if they wish to appeal the assessment decision.
7. Abide by the Student Responsibilities detailed in the Student Handbook.