

Smart & Skilled Course Fees Agreement

This Course Fees Agreement is designed to clearly outline:

- The full terms of the agreement for your selected course service.
- The total fees payable, including fees for all additional items.
- Your *'cooling-off'* and termination rights; and
- Relevant declarations and confirmations required to commence course services.

Cooling Off Period

You have 10 business days to change your mind and cancel your course services. During the cooling-off period Patrick's College Australia (PCA) does not provide any services or accept any payment. For course services negotiated by telephone, the cooling-off period begins on the first business day after you receive this document. For other agreements, the cooling-off period begins on the first business day after the agreement was made (this Course Fees Agreement being signed). You may terminate your course services verbally or in writing. The termination date is when you give or send notice to PCA.

Confirmation of Receipt of Agreement			
Student Signature:		Date:	
If the Student is under the age of 18 years, the enrolment application must also be signed by a relevant parent or guardian:			
Parent / Guardian Name:			
Parent Signature:	Guardian Signature:	Date:	

Information for Enrolment Offer

PCA is pleased to advise that your enrolment application has been accepted and you have been offered a course place as follows:

Student name:	
Course of study: (code & name)	

Course Tuition Fees

Fee Type	Amount	Payable
Fee-free traineeship (eligible)	\$0.00	Not applicable
Fee-free traineeship (ineligible)	\$1000.00	Terms: 14 days
TOTAL COURSE TUITION FEE		

Loan or Delayed Payment Arrangement (including VET Student Loans)

Total debt Incurred:	
Repayment required:	
Repayment conditions:	
Associated fees, indexation & interest:	

Student Support Services Fees

Fee Type	Amount	Payable

Incidental Expenses

Fee Type	Amount	Payable

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Government Loan, Funding, Subsidy and Support Entitlements (leave blank if not applicable)

You have been deemed eligible for a government subsidy or support program as a component of the course services. As such, the fees outlined above in this agreement are the relevant fees to you only. The total course fee for a government subsidised course is divided into two components:

- The fee (to you); and
- The subsidy (paid by the relevant government body).

Government support program:	
Fee category:	
Fee concession, waiver, or exemption category:	
Approximate total value of the government contribution:	
Impact of government support program:	<p>Where you access government support for this course service, it may impact your entitlement or eligibility for future program support. The impact of this Course Fees Agreement is as follows:</p> <p>(You acknowledge that Patrick's College Australia will apply for government subsidies to assist in reducing fees for your course.)</p> <p>(If your course is a Certificate III or higher qualification, you acknowledge that you will no longer be eligible for a subsidised training place once you complete the qualification, or that you may pay a higher fee for any future courses).</p> <p>(You may however access subsidies for subsequent traineeships, or a higher-level qualification program)</p>

Information Provision

PCA provides extensive current and accurate information about its course services via publishing information publicly on its website. In signing this agreement, you confirm that:

- You have had the opportunity to review all PCA website information.
- PCA has also provided you with its Student Handbook; and
- PCA has also discussed the following information with you:
 - PCA general information
 - Your rights & responsibilities as a student.
 - General regulatory and legislative compliance.
 - Student attendance and behaviour expectations.
 - PCA's access & equity arrangements.
 - Work health and safety requirements.
 - Privacy arrangements.
 - Fees, charges, and refunds arrangements.
 - Complaints and appeals processes.
 - Records, release of information and access to your records as a student; and
 - Cheating, plagiarism, and discipline arrangements.

Course Services Information

PCA provides current and accurate information to all prospective students to enable you to decide on if PCA as a training organisation and the relevant course service of interest is suitable to you, taking into account your existing skills and knowledge and any specific individual needs you might have.

In signing this Course Fees Agreement, you confirm that:

- PCA has provided you with the relevant *Course Guide* for your course of interest.
- PCA has provided you with clear information on:
 - Full course code, title, and currency status of your selected course of study.
 - Where you're training and/or assessment will be undertaken, how long it will take, and mode/s of services delivery involved.
 - Information regarding any entry requirements and/or specific requirements you need to meet to successfully complete the course program of interest.
 - Any requirements of you to provide any materials and/or equipment.

- Information about educational and support services available you and any cost associated with these services.
 - Any limitations regarding access to educational and support services and resources.
 - Whether your course includes mandatory work placement. If mandatory work placements are part of the course, you have been provided with clear information on who will arrange this, the duration and schedule applicable and what outcomes are expected of the work placement.
 - How the course, pathways and delivery options will support and affect your training outcome.
- PCA has provided you with a completed training plan that is considered a schedule to this Course Fees Agreement (as attached), outlining all course services delivery information agreed.

Enrolment Application Review

PCA has completed an Enrolment Application (Pre-Training) Review of your enrolment application to confirm that all components of the course service have been identified and agreed. In signing this Course Fees Agreement, you confirm that the following areas have been completed:

- Your identity has been confirmed.
- Your selected course Information, requirements and options have been discussed.
- Your individual needs have been identified and considered.
- You have been provided with the opportunity to apply for Credit Transfer and Recognition of Prior Learning.
- Your employer has been effectively engaged in the course program arrangements (if relevant).
- Your eligibility for any government subsidy support has been determined (if relevant); and
- Through discussion, the selected course has been confirmed as the most suitable and appropriate course option for your needs.

Guarantee

PCA supplies services and guarantees that your course services will be:

- Provided with due care and skill.
- Fit for the specified purpose; and
- Provided within a reasonable time.

PCA ensures it uses an acceptable level of skill or technical knowledge and takes all necessary care to avoid loss or damage when providing course services.

Rights & Responsibilities

PCA Obligations

Under this agreement, PCA ensures it:

- Treats all students fairly / reasonably and on an equal basis.
- Provides a safe / open and conducive learning environment.
- Provide additional personal coaching or mentoring sessions (if requested);
- Provides the training and support necessary to allow you to achieve competency.
- Provides a quality training and assessment experience.
- Maintains procedures for protecting your personal information.
- Has established, documented and accessible consumer protection system, including feedback and complaints handling policies and procedures and a designated and identified consumer protection officer; and
- Provides you with details of these pathways for resolving or escalating complaints.

Students Rights and Obligations

You have the right to:

- Expect that the quality of your training meets the standards, regulations and requirement set down by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and
- Access PCA's consumer protection complaints process.

Your obligations include:

- Providing accurate information to PCA.
- Behaving in a responsible and ethical manner.
- Treat everyone in the learning environment with the respect & courtesy.
- Attending all scheduled training sessions.
- Notifying PCA's if you are unable to attend any session at soon as possible prior.
- Pre-read each session's learning materials / assessments prior to attending your scheduled activities.
- Bringing your learning materials with you to scheduled activities.
- Make yourself available for coaching or mentoring sessions (if deemed necessary).
- Submit your assessments within the designated timeframes required or set; and
- Ensure and acknowledge that all work submitted by you for assessment is your own work.

Fees

PCA fees are designed to minimise the impact of fees and charges, through flexible payment plans, dependent on the type of course service. PCA is committed to cost efficiency for Recognition of Prior Learning (RPL) applications and will always seek to complete any RPL application you submit at the same cost or lower than normal course delivery costs.

Student Support Services Fees

General student support services are available to you with no additional fees payable.

Specific support options identified for you are noted in your course services training plans, including all support details and any limitations to specific support that PCA may provide.

Incidental Expenses

There may be some instances of a personal cost to a student over and above the general course fees. These costs might include essential equipment (such as tools), textbooks, field trip transport and accommodation costs or other optional charges such as alternative resources / access arrangements. In all cases, items purchased remain your property during and on completion of the course services.

Embedded Qualifications

In some cases, a course service may include all the units of competency required to complete a lower-level course; an 'embedded' course. In these instances, you may wish to be issued with a testamur for the lower-level course in addition to the higher one you have enrolled in. In these cases, PCA charges an administrative fee to produce the additional testamur documentation, set at \$50.00 GST exempt.

Repeated Assessment Arrangements

You can attempt assessment to complete a unit of competency on three (3) occasions within your initial course services fee arrangements. PCA does not levy additional fees for these attempts.

Testamur Documentation Re-Issue Fee

PCA levies a nominal testamur documentation fee for the re-issue of testamur documentation on request. This fee is amended from time to time and is publicly published on the PCA website and in the Student Handbook. The fee is currently \$50.00 GST exempt per course program per re-issue request, payable on receipt of a re-issue request.

VET Student Loan Arrangement (leave blank if not applicable)

Your eligibility for a VET Student Loan has been assessed if requested and any loan arrangements made available to you. In signing this Course Fees Agreement, you confirm that you have been provided with information about, and have been advised of the following:

- The tuition fees for your course.
- Any fees other than tuition fees that are payable for the course.
- Your options for paying tuition fees, including:
 - payment by the student as fees become due; and
 - a VET student loan.
- Information about VET student loans, including that:
 - it is a loan from the Commonwealth; and
 - the loan will remain a personal debt until it is repaid to the Commonwealth; and
 - the loan may, until the debt is repaid, reduce a student's take-home (after-tax) wage or salary and may reduce the student's borrowing capacity; and
 - you may wish to seek independent financial advice before applying for a loan.
- The criteria for being an eligible student for a VET student loan.
- The application process for a VET student loan.
- An explanation that you may be required during the course to communicate your agreement that the Secretary of the Australian Government Department of Education and Training continue to use the VET student loan to pay tuition fees for the course.
- The maximum amount of a VET student loan that may be available for the course, and an explanation that the amount of the loan cannot be greater than your remaining FEE-HELP balance.
- The amount of HELP debt you will accrue if you receive the maximum amount of VET student loan for the course (the debt could be up to 120% of the loan);
- An explanation that the tuition fees will be reasonably apportioned across a specified number of sequential fee periods and that each fee period will contain at least one census day.
- Information about census days, including:
 - the meaning of a census day; and
 - that you may cancel your enrolment in the course or part of the course using PCA's procedure for withdrawal; and
 - if you withdraw before the census day for a course or part of a course, you will not incur a VET student loan debt for the course or part of the course and will receive a refund for any tuition fees already paid for the course or part of the course.

- How to access the following on PCA's website as available at [PCA website](#)
- The tuition fees for the course.
- The census days for the course.
- PCA's procedures for withdrawal from the course and cancellation of enrolment; and
- Advice that it is important for you to notify PCA of any change of contact details.

Notifications and Guarantee

PCA will notify you as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:

- Any changes to, or new third party arrangements PCA puts in place, for the delivery of your course services; or
- A material change in ownership of PCA should that occur.

PCA guarantees that no additional charges will be imposed on you during the period covered by this agreement.

Recovery of Outstanding Fees

PCA will collect all fees to be paid by you by the time you complete your subsidised training.

PCA has a robust process for the recovery of outstanding fees. Failure to pay a fee owing is a breach of discipline and can lead to penalties being imposed on you under PCA Discipline Policy arrangements.

One of the penalties that may be considered is the delay in release of results or testamur(s) as relevant to you until all fees are recovered. For significant debts, formal debt collection actions may also be undertaken.

Fee Protection

PCA does not collect more than \$1,500 in prepaid fees (fees in advance) from any students at any time for any course service. As such, no further fee protection arrangements are required and have not been implemented. The requirements that apply to prepaid fees include all fees you are required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

Refunds

From time to time a refund may be required for specific participant cases.

Refunds may be paid automatically, or you may seek and negotiate a refund on an individual basis with XYZ PCA, on a case-by-case basis.

Enrolment Fees

Enrolment fees paid for any course service cover administrative components of service provision and are often mandatory fees in the cases of publicly funded course services. In these cases, enrolment fees are non-refundable once the course service has commenced.

PCA's general refund arrangements for all course services, including the provision of refunds to employers/industry for additional charges paid beyond the participant and government contributions, are as follows:

Refunds Prior to Course Services Commencement or Services Termination

PCA's general refund arrangements for you course program are:

General Refund Arrangements	
PCA is unable to commence the course for which the original enrolment and payment has been made.	<ul style="list-style-type: none"> Full refund of all fees levied or placement in an appropriate alternate course, as per the clients' preference.
<p>Participant withdrawal before course commencement and/or the 'withdrawal with no penalty cut-off date.'</p> <p><i>The 'withdrawal with no penalty cut-off date' for each unit is before 20% of the scheduled unit of competency hours for each unit has been delivered.</i></p> <p><i>Participants are advised that written advice (such as email) of course withdrawal is necessary to ensure that they are eligible for refunds.</i></p>	<ul style="list-style-type: none"> Full refund of course tuition fees paid. A full refund of any resource fee if the course is a Diploma or Advanced Diploma course; or 50% of any resource fee if the course is below Diploma level. <p><i>Note: In cases for subsidised participants in specific jurisdictions where a mandatory government enrolment fee is required, these fees are non-refundable once the course services have commenced.</i></p>
Recognition of Prior Learning and/or Credit Transfer has been granted.	Pro-rata refund paid based on a calculation of the number of units that have received RPL or CT results and the fees paid to date.
PCA is unable to continue to deliver the course as agreed.	Pro rata refund of unit tuition fees levied for units of competency not completed, or placement in an appropriate alternate course, as per the clients' preference.

<p>Participant withdrawal after unit commencement beyond the 'withdrawal with no penalty cut-off date.'</p>	<p>No refund payable for units of competency beyond the 'withdrawal with no penalty cut-off date.'</p> <p>Proportionate refund is payable where the participant has withdrawn from a unit of competency/module. A refund of 30% of unit fees will be refundable in these situations.</p>
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The same refund arrangements as outlined above apply to the provision of refunds to employers/industry for any additional charges that had been paid beyond the student and government contributions.

Refunds Due to Non-Provision of Services

Course fees are refunded to you in full if PCA is unable to commence the course service as agreed due to a lack of minimum Student numbers or unforeseen circumstances.

Where PCA or a third-party representative is unable to complete the course services due to unforeseen circumstances or closure, any course services fees are refunded to you on a pro-rata basis, with comparison of the course fees paid against the units of competency where services have been delivered.

Where there is an instance of PCA default due to unforeseen circumstances, PCA will endeavour arrange for another course, or part of a course, to be provided to you at no (extra) cost as an alternative to a refund. Where you agree to this arrangement, PCA will not refund fees paid.

<p>PCA is unable to commence the course for which the original enrolment and payment has been made.</p>	<p>Full refund or alternative placement in a course, as per the student's preference.</p>
<p>PCA is unable to continue to deliver the course as agreed.</p>	<p>Partial refund or alternative placement in a course, as per the student's preference.</p>

Refunds Due to Student Request / Hardship Application

You may experience extenuating circumstances that prevents you from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support your circumstances, course service fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued.

This decision of assessing the extenuating circumstances rests with the General Manager of PCA and shall be assessed on a case-by-case situation.

Where delivery has commenced, course fees have been paid and you believe a special circumstance refund is warranted, you may apply for a refund using the Refund Application Form. This form is available from any relevant PCA representative and is also available within your *Student Handbook*.

Once completed, the *Refund Application Form* should be submitted to the General Manager of PCA.

Confirmation of Enrolment

Your enrolment application into your selected course program is considered accepted and enrolment confirmed once you sign and return this Course Fees Agreement. The date on which this statement agreement is signed is confirmed as being your official date of enrolment.

Acknowledgement of Terms and Conditions

In accepting this agreement, I confirm that:

- The information I have provided throughout the enrolment and pre-training review process is true, accurate, complete, and not misleading.
- I have read the terms and conditions of my course as stated within the documentation provided and I agree to abide PCA's terms and conditions, as varied from time to time.
- I agree to participate in NCVET and/or other government and RTO surveys provided throughout and after my training.
- All information I have provided to PCA, in connection with this application for NSW Smart & Skilled course subsidy is true, accurate, complete, and not misleading in any way.
- I have been made aware of any subcontracting arrangements relevant to my course enrolment (if applicable).
- I have been provided with the details of the fee chargeable and other required student information (via the *Student Handbook*); including:
 - Fee Information.
 - Information regarding Recognition of Prior Learning, Credit Transfer, deferring or discontinuing Subsidised Training (including any implication on fees)
 - VET Student Loans Program Information (if applicable)
 - Consumer Protection Information.
 - Subcontractor Information (if applicable)
 - What I should do if they want to defer or discontinue my training.
 - How to access support and assistance during the training; and
 - Contact details for various support services within PCA.

Consent

In accepting this agreement, I confirm that:

- I give PCA permission to use photos in public material and social media (including any photos where I may be recognised) as may be useful.
 - I authorise images of my participation in training to be used by PCA for future marketing and business purposes.
 - I understand that I retain the right to withdraw my consent at any time.
- I choose to opt-out of this marketing and usage consent.

Signed and Confirmed Agreement

Student Signature:		Date:	
If the Student is under the age of 18 years, the enrolment application must also be signed by a relevant parent or guardian:			
Parent / Guardian Name:			
Parent Signature:		Guardian Signature:	
		Date:	