Local Students

Applicable to domestic students

Martin College (‘the College’) is a trading division of Study Group Australia Pty Limited, Registered Training Organisation 5806.

I (which expression includes the parent/guardian who has signed this contract on behalf of a student who is under 18 years of age at the time) hereby apply to enrol in the course commencing at the campus indicated on the Application for Admission form (‘the Application’). I agree that on acceptance of the Application by the College, and my subsequent receipt and return of the Acceptance of Offer (‘the Offer’), the Offer will become the Contract of Enrolment (‘the Contract’) and further I agree to abide by the following terms and conditions of enrolment:

1. I agree that it is a condition of my enrolment that I achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.

2. I agree that I am required to use my best endeavours to meet the requirements of the course selected and to abide by the rules and regulations of the College. I understand that if I breach any of the College’s rules or my behaviour is deemed unacceptable by the College, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to the College under the Contract. (Information on the College’s policies, rules and regulations is located on the website martincollege.edu.au.)

3. I agree that all lessons and any related material supplied by the College are copyright, and remain the property of the College. I understand that any unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).

4. I agree that I am responsible for my own books, equipment and personal items and I hereby release, indemnify and hold harmless the College against all liability and claims for any loss or damage to such items, howsoever caused except where liability is expressly imposed by law.

5. I agree that I may be required, and permission is hereby granted, to attend College-organised excursions and activities as part of the course.

6. I agree that the College is hereby authorised to obtain medical treatment for myself should such action be deemed necessary by the College or a staff member acting on behalf of the College. I agree to indemnify and hold harmless the College and its staff for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such emergency medical treatment.

7. Course fees do not include the cost of text books; I agree to purchase these where required by the College.

8. I agree to advise the College of any change of the personal information held by the College (in accordance with the Australian Privacy Principles) including, for example: changes to my name, address and/or contact details which may occur during my time of enrolment.

9. Martin College maintains a Privacy and Personal Information Policy which can be viewed at martincollege.edu.au. In addition to the provisions of this policy, I authorise the College to release administrative information concerning my performance at the College (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers. If I do not agree, I must advise the College in writing.

10. I understand that should a new version of the National Qualification be endorsed by the relevant authorities and released, the College must manage the transition of its students to the new version in accordance with the Australian Skills Quality Authority’s directions and that this circumstance does not constitute Provider Default.

11. I acknowledge that I have read and understood the Student Grievance Policy outlined in this document, and published on the website martincollege.edu.au

12. I hereby acknowledge that I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this document, and published on the website at martincollege.edu.au

13. I confirm that the terms and conditions have been explained to me and understand that any variation of those stated
terms and conditions of the Contract must be provided in writing and be signed by an authorised officer of the College.

14. I understand that in the event that acceptance of an offer to study at Martin College is as a result of an Unsolicited Consumer Agreement, the applicant has a cooling-off period of 10 days, from the date of signing the Acceptance Agreement, to withdraw from the course at no financial penalty.

CANCELLATION AND REFUND POLICY - STUDENTS IN VET FEE-HELP ELIGIBLE COURSES

All Delivery Modes

1. I understand that I must apply in writing should I wish to cancel my enrolment in a VET FEE-HELP eligible course or withdraw from a Unit of Study, and that I can obtain a full refund of tuition fees related to that Unit of Study until close of business on the relevant Census Date published on the website martincollege.edu.au. The date the written notification is received by the College is the effective Date of Notification of Withdrawal.

2. I understand that if I transfer to another Unit of Study before close of business on the relevant Census Date the fees applicable to that new Unit of Study will apply, and that I am responsible for catching up on any training that has already been provided.

3. I understand that the Census Date for each Unit of Study is not less than 20% through that Unit of Study, and is published in the relevant Schedule of Fees on the website martincollege.edu.au.

4. I understand that if I advise in writing of my wish to cancel my enrolment in a VET FEE-HELP eligible course or withdraw from a Unit of Study after close of business on the Census Date there will be no refund unless verifiable Special Circumstances apply. The Student Review Procedures for Re-crediting a FEE-HELP Balance can be found here, as can the Statement of VET Tuition Assurance.

5. I understand that if I wish to transfer to a different VET FEE-HELP eligible course, I must provide the College with a new Request for VET FEE-HELP Assistance Form 1296(A) prior to close of business on the relevant Census Date.

6. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

CANCELLATION AND REFUND POLICY - STUDENTS IN NON VET FEE-HELP ELIGIBLE COURSES

All Delivery Modes

1. I agree to pay the tuition fees and other charges applicable for my course on the due dates and acknowledge and agree that tuition fees may alter from time to time. I understand that a late payment fee of AU$100 per month is payable on accounts which remain unpaid 14 days after the due date for payment. I also understand that failure to pay my tuition fees may result in my enrolment being cancelled.

2. I understand that if after commencement of the course, I discontinue my program before completion, I may remain liable to pay the full course tuition fees and any expenses, costs or disbursements incurred by the College in recovering any outstanding monies, including debt collection agency fees and solicitors’ costs.

3. All notifications of withdrawal from a course or requests for refunds must be made in writing to the Campus Director of Studies.

4. Enrolment fees are non-refundable.

5. Where a student’s course of study is terminated for a serious breach of the College rules there will be no refund of any monies paid.

6. The College agrees to refund within 4 weeks of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), the tuition fee applicable less the amounts to be retained as agreed and as detailed below:
a) If written notice is received 4 weeks or more before the start date of the course, then a non-refundable amount equivalent to 30% of the tuition fee of the course or first course within a package of courses shall be applicable.

b) If written notice is received less than 4 weeks before the start date of the course, then a non-refundable amount equivalent to 50% of the tuition fee of the course or first course within a package of courses shall be applicable.

c) If written notice is received on or after the start date of the course, there will be no refund of any monies paid in relation to that course unless the Head of College deems that exceptional circumstances apply.

d) If the course is part of a package of courses, then any monies paid in relation to other courses within that package that have not yet been commenced will be refunded subject to Clauses 6a or 6b above.

7. In the event that the College is unable to deliver your course or its mandatory replacement in full, you will be offered a refund of the tuition fees you have paid to date less the total cost for the tuition services provided to you before the default day. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in a suitable alternative course by the College. You have the right to choose whether you would prefer a refund of unused tuition fees, or to accept a place in another course. If you choose placement in another course, the College will ask you to sign a document to indicate that you accept the placement. If the College is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) provider will place you in a suitable alternative course at no extra cost to you.

8. If you fail to meet the College’s progression rules and are not permitted by the College to maintain enrolment in your course, you will be offered a refund of the tuition fees you have paid to date less the total cost for the tuition services provided to you before the date of exclusion from the College.

9. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

**Single Subjects - All Delivery Modes**

1. I understand that the College does not refund fees unless a single subject course is cancelled or unless there is proof of extenuating circumstances where it is not possible for a student to participate in the single subject course.

2. I understand that a transfer to a different single subject course may be granted prior to course commencement date, but that an administration fee of 20% of the initial single subject course fee will be applied. Also if there is a difference in price between the single subject courses, a transfer will incur an extra charge where the subsequent course is of greater cost. A refund for the difference in fees will be given where the subsequent course is of lesser cost.

3. All applications for refunds or transfers must be made in writing and are subject to the approval of the Martin College Admissions Manager.

4. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. The refund request will then be investigated and processed. Notification of the outcome will be forwarded to me within 4 weeks of the College’s receipt of the request.

5. I understand that catch-up lessons will not be offered to course participants should lessons or study time be missed due to personal reasons.

6. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

**STUDENT GRIEVANCE POLICY - ALL STUDENTS**

In the event of a dispute between an individual student and the College, internal procedures are in place to facilitate the resolution of the dispute. Full details are published on the website martincollege.edu.au.

**A summary of the internal grievance procedures**

1. Code of Conduct, Attendance and Discipline
Students are expected to abide by the terms and conditions of enrolment and the published rules and code of conduct of the College. Disciplinary procedures will be applied in the event of a breach of these rules. All staff members are expected to apply the College’s policy and rules fairly and without favour, but if a student considers that this has not occurred, the student may refer the matter to the Campus Grievance Counsellor. The complaint may either be dealt with by that person, or referred to the Campus Director of Studies for resolution. The decision will be conveyed in writing to the parties. If either the action taken or the outcome does not satisfy the student, he/she may write to the Head of College, who will in turn convey a decision in writing to the student.

2. Service and Academic Programs
In the event of a student complaint concerning the quality of the service or teaching provided by the College, the student will report the matter to the Campus Grievance Counsellor. The complaint may either be dealt with by that person, or referred to the Campus Director of Studies for resolution. The decision will be conveyed in writing to the parties. If either the action taken or the outcome does not satisfy the student, he/she may write to the Head of College, who will in turn convey a decision in writing to the student.

3. Contractual and Financial Issues
Matters relating to the interpretation of the Contract, or the payment or refund of moneys, are stated clearly within this document. Any queries relating to course fees and other charges payable to the College (or refunds) will initially be dealt with by the College Finance and Administration staff. If the student is dissatisfied with the decision, the matter will be referred to the Campus Student Services Manager. If either the action taken or the outcome does not satisfy the student, he/she may write to the Head of College, who will in turn convey a decision in writing to the student.

A summary of the external grievance procedures
A student enrolled in a VET FEE-HELP eligible course who wishes to lodge an external appeal or complain about a decision made by the College, may apply to the Administrative Appeals Tribunal (AAT) for review of a decision. Further information about the Administrative Appeals Tribunal, including the required application forms and current costs, can be obtained from their website at: http://www.aat.gov.au/AboutTheAAT/IntroductionToTheAAT.htm.

Local students who are enrolled in courses which are not VET FEE-HELP eligible who wish to lodge an external appeal or complain about a decision made by the College may take action under Australia’s Consumer Protection laws by contacting the Office of Fair Trading in their state, or the Australian Skills Quality Authority on http://www.asqa.gov.au/. Also, within each state there are Dispute Resolutions Centres; details of these can be accessed through the links following:


Credit Card Payments
Payment made by credit cards (Visa, MasterCard and American Express) will attract a 2% surcharge. This surcharge will be waived if all fees are paid in full before the commencement date of the student's course or if the enrolment relates to a VET FEE-HELP eligible course.

Publicity
The student (and, where applicable, his or her parent or guardian):

1. agrees that the student’s photographs, videos, artwork or other works, as well as recorded or written testimonials and details of the student’s achievements (“Student Images and Testimonials”) may be used by Study Group, or by a third party agent of Study Group, worldwide for promotional purposes including in its printed and online marketing materials and on any social media network without further consent or notification; and

2. gives consent to Study Group storing, or transferring across international borders, copies of the Student Images and Testimonials for such purposes.

A student who does not agree must advise the College in writing.

Changes to Arrangements
After course commencement, the College reserves the right to charge an Adjustment Fee of AU$150 each time course
details for a non VET FEE-HELP eligible course are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses or to single subject courses.

Services
The College reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond the College's control necessitate such changes or where the level of enrolments does not reach the minimum numbers required to operate a course viably.

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