

## Terms and Conditions of Enrolment

This agreement is designed to explain your obligations when undertaking any course enrolment with Australian Fitness Academy and it details what our obligations are to you as your course provider. We recommend you keep this agreement in a safe place for future reference.

### 1. Payment Terms

The following is your Payment Service Agreement in consideration of Australian Fitness Academy (herein after referred to as 'AFA') (ABN 93 059 452 185) entering into and providing training as described on the reverse of this agreement (hereinafter referred to as "student"), the student hereby agrees to be bound by the following terms and conditions.

#### (a) Face to face courses

The course fee or deposit must be received one week prior to course commencement for all face to face courses. For students paying the deposit, the fortnightly payment instalment contract must be arranged through PaySmart prior to course commencement. Course fees must be paid in full prior to the issue of the qualification or statement of attainment.

#### (b) Online courses

The course fee or deposit must be received prior to the student obtaining access to the online Learning Management System (LMS). For students paying the deposit, the fortnightly payment instalment contract must be arranged through PaySmart prior to obtaining access to the online Learning Management System (LMS). Course fees must be paid in full prior to the issue of the qualification or statement of attainment.

#### (c) PaySmart instalment payments

- (i) PaySmart is an independent credit facility utilised by AFA to provide instalment payments via direct debit.
- (ii) Applicants must agree to all terms and conditions outlined in the Direct Debit Request Service Agreement provided by PaySmart including associated set-up and administration fees
- (iii) Should you wish to modify, suspend or cancel the PaySmart Direct Debit Request Service Agreement, AFA must be notified in writing at least 14 days in advance.
- (iv) Default of a fortnightly instalment permits AFA to disable student access to the online LMS and/or to terminate the student's enrolment.

### 2. Cancellations & Refunds

- (a) All applications must be received in writing by submitting a Request for Refund Form within 6 months of enrolment. No refunds will be considered after this period.
- (b) AFA reserves the right cancel or postpone courses and workshops due to unforeseen circumstances. In this circumstance a full refund or deferment into the next available course will be offered. Instances where this is not possible will be handled on an individual basis.
- (c) Full Refunds will be issued up to seven (7) days prior to course start date. A fee of \$325 will be deducted (\$187.50 for VTG students eligible for concession)
- (d) No refund will be issued less than 7 days prior to the course or once the course has commenced.  
For students enrolled in a combined Certificate III & IV in Fitness option, this means that there is no refund on the Certificate IV component once the Certificate III has commenced.  
For students enrolled in online courses there is no refund available once the log in details have been provided.
- (e) For courses delivered under the Victorian Training Guarantee, there is a 4 week cooling off period and the tuition fee will be refunded minus the minimum fee payable (\$187.50).
- (f) No refunds are available on workshops and first aid courses.

### 3. Course Pre-Requisites & Confirmation of Enrolment

- (a) Applications by the student will be confirmed upon payment of the deposit or full course fee, and all successful applicants will receive a confirmation letter after receipt of enrolment.
- (b) Certificates and Statements of Attainment can be re-issued at a fee of \$25 per certificate when applications are received in writing.
- (c) Certificate III in Fitness is a prerequisite for entry into the Certificate IV in Fitness. Applicants must provide AFA with a certified copy of a completed Certificate III in Fitness and a Statement of Attainment with the Certificate IV in Fitness enrolment application.
- (d) A current Senior / Level 2 First Aid and CPR qualification is a co-requisite for Certificate III in Fitness. Certificate III in Fitness will only be issued upon receipt of a certified copy of the relevant First Aid qualification.
- (e) Certificate IV in Fitness and extensive vocational experience are the prerequisite for entry into the Diploma of Fitness. Applicants must provide AFA with a certified copy of a completed Certificate IV in Fitness, Statement of Attainment and evidence of vocational experience with the Diploma of Fitness enrolment application
- (f) Access to the AFA LMS online delivery will expire 12 months from the date of Username and Password issue.

### 4. Assessments

- (a) AFA delivers competency based learning using a variety of assessment methods including written tasks, verbal presentations, practical demonstrations, group and individual activities and workplace simulation. Should an assessment result be 'not yet competent', students will be given one opportunity to provide further evidence through a re-assessment procedure at no extra cost. Any additional assessments beyond this will have an associated \$150 administration fee per assessment.
- (b) Failure to complete an assessment due to non attendance will require the student to attend and complete the assessment when it is next scheduled. Assessments outside these times will have an associated \$150 fee per assessment.
- (c) For Face to Face delivery, all outstanding assessments must be completed within 3 months of the course completion date. Failure to do so will result in the student having to complete the full course again at the student's expense.
- (d) For Online delivery, all assessments must be completed within the allocated course study period. Upon expiration of this period, access to the AFA LMS will be denied.
- (e) For Victorian Training Guarantee courses all assessments must be completed within the structured course timeline outlined in the training plan. Students will be given the opportunity to provide further evidence through a re-assessment procedure at no extra cost.
- (f) Copies of assessments will be provided to the student upon written request.
- (g) Work place based assessment tasks must be completed within the allocated timeframe outlined in the student's training plan and must be verified in writing by the approved supervisor.

**5. Deferment & Transfers.** Applications for deferment and transfers must be received in writing. Applications received after the completion date of the course in which the student was originally enrolled will not be considered. Students are not permitted to transfer funds for any enrolled course or delivery method to any other person or entity.

#### (a) Face to Face delivery:

- (i) The student may apply for deferment by submitting a Request for Change of Course Enrolment Form seven (7) days prior to commencement of the course. All fees paid will then be held in trust for a maximum period of 1 year from the date of course deposit receipt. Any funds held for the student's training are not transferable to any other course qualification, person or entity. On the expiration of this period, any funds not utilised in continuing training will be retained by AFA.
  - (ii) For fee for service students, deferment during a course will incur a \$325 fee. Recommencement into another course offer under the same qualification will be accepted, subject to course availability, within one year and must be nominated at the time of deferment. All fees paid (not including deposit) will then be held in trust as in clause 5(a)(i).
  - (iii) The student may only defer once (1) from a qualification.
  - (iv) Students recommencing a qualification more than 2 years after commencing a course may be required to complete the course in its entirety (at the student's expense) due to changes in content and training delivery.
  - (v) Students under the Victorian Training Guarantee are only able to defer into the next scheduled Victorian Training Guarantee face to face course, subject to availability, at no cost.
- (b) Online delivery:**
- (i) Deferment is not available for the Online course delivery method.
  - (ii) Online students may apply for one (1) extension to the initial online LMS access and study period by submitting a Request for Change of Course Enrolment Form. Applications must be received in writing, prior to the course expiry date. Extension periods are only available in 6-month increments. A fee of \$325 is applicable (\$187.50 for VTG students eligible for concession) and must be paid in full prior to the issue of a new Username and Password.
- (c) Course Transfers:**
- (i) Course fees are not transferable to a different qualification.
  - (ii) Transfer from a Face to Face delivery course to an Online course of the same qualification level is permitted. There is no fee for the transfer, however the difference in course cost will not be refunded. All remaining Pysmart instalments must continue until the full cost of the initial course is received, as outlined in the Pysmart contract.
  - (iii) Transfer from Online delivery course to a Face to Face course of the same qualification level is permitted, subject to availability. The difference in course cost (if any) is payable prior to commencement.
  - (v) Students are only permitted to transfer once for the qualification.
- 6. Recognition of Prior Learning (RPL).** AFA offers full support for students to apply for Recognition of Prior Learning and recognises qualifications from other registered training organisations. To apply for RPL students must request an RPL application kit from the AFA Careers Consultant and submit for evaluation 30 days prior to course commencement. For further information on the RPL process see the Student Handbook.
- 7. Access & Equity.** AFA offers flexible learning and assessment strategies including online and face to face delivery. AFA has provisions for client support in the areas of language, literacy and numeracy assistance and guidance. Any student requiring these services must notify AFA about the nature of the assistance required prior to enrolment. For further information on the Access & Equity policy see the Student Handbook.
- 8. Appeals, Complaints & Grievances.** All students have the right to lodge an appeal against assessment results. As the first step, students must discuss the matter directly with the assessor or write to the Education Manager within seven (7) days of the assessment result. All other complaints and grievances should be submitted in writing to the National Manager of the Australian Fitness Academy. For further information on this policy see the Student Handbook.
- 9. Discipline.** AFA aims to provide an educational environment that aids learning and is safe for all students and staff. As a student you are expected to behave in a manner which protects yourself and others at AFA. Incidents of serious misconduct will amount to exclusion from your course. In this instance, no refund will be given and outstanding instalments on course fees will be payable. For further information on this policy see the Student Handbook.