

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. For students eligible for funded training changes to eligibility requirements or funding rates may mean additional course fees may be charged before the end of the course. AFA will endeavour to abide by the original terms and conditions wherever possible.

- (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) All payments for course fees over \$1000 must be on a PaySmart contract.
 - (iii) Applicants must agree to all terms and conditions outlined in the Direct Debit Request Service Agreement provided by PaySmart including a set-up fee of \$5.50 and administration fees of \$1.30 (weekly instalments), \$1.95 (fortnightly instalments), \$2.95 (monthly instalments) or \$3.95 (quarterly instalments) and any other associated fees.
 - (iv) Should you wish to modify, suspend or cancel the PaySmart Direct Debit Request Service Agreement, AFA must be notified in writing and you will be subject to these terms and conditions.
 - (v) Default of a fortnightly instalment permits AFA to disable student access to the online LMS and/or to terminate the student's enrolment.
 - (vi) You are required to pay the full contract amount of your course outside of the cooling off period.

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 to 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) Refunds will be issued up to one (1) day prior to a face to face course start date or the issue of the online log in details. A fee of 50% of the deposit will be deducted.
- (d) No refund will be issued once the course has commenced (face to face). For online and integrated courses there is a 28 day cooling off period from when the log in details have been provided. 50% of the fee paid will be refunded for applications received during the cooling off period. 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 and the cooling off period has elapsed.
- (e) For courses delivered under the Victorian Training Guarantee and the Queensland Certificate III Guarantee, there is a 4 week cooling off period and 50% of the tuition fee will be refunded.
- (f) No refunds are available on workshops, module enrolments 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 Provide 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 (Cert III & IV) and 24 months (Diploma) from the date of Username and Password issue.
- (g) Online students enrolling onto the Certificate III and IV in Fitness course through the Victorian Training Guarantee must complete an eligibility criteria check on completion of the Certificate III course, before enrolment and commencement in the Certificate IV in Fitness. Any student no longer eligible for the funding will not receive the subsidised fee and must organise payments as a full fee student.
- (h) For students enrolled in a combination course for Certificate III & IV in Fitness who are studying and still eligible under the Victorian Training Guarantee with a Health Care Card, a valid health care card must be given upon commencing the Certificate IV in Fitness or increased fees will apply.

- (i) Students enrolled onto the Certificate III and IV, or Diploma of Fitness will receive 2XU apparel as part of their industry work experience resources. Students must have paid \$300 or more in tuition fees before receiving the apparel. AFA reserves the right to modify, or change 2XU apparel depending on stock and product availability. Please choose your sizes carefully as there is no exchange.

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 and Queensland Certificate III 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. Re commencement 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 and funding, 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 for a 1-month or 6-month period. A fee of \$325 (6-month extension) or \$100 (1-month extension) for fee for service students and \$150 (6-month extension) or \$100 (1-month extension) for Students under the Victorian Training Guarantee or Queensland Certificate III Guarantee is applicable and must be paid 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 Payscale instalments must continue until the full cost of the initial course is received, as outlined in the Payscale 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. **Evidence of Participation:** Online students receiving funding for their course via the Victorian Training Guarantee or the Queensland Certificate III Guarantee are required to access the online learning system on a regular basis in order to demonstrate evidence of participation. Students who do not access the online resources for more than 30 days will be notified by AFA and withdrawn from the course after 90 days if sufficient evidence of participation cannot be demonstrated.

7. **Recognition of Prior Learning (RPL).** AFA offers full support for students to apply for RPL 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.

- 8. 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 A & E policy see the Student Handbook.
- 9. 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.
- 10. 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.
- 11. Release.** I hereby give permission for Australian Fitness Academy to take photos/footage of me or photos/footage in which I may be involved with others for the purpose of Australian Fitness Academy promotional materials and publications. I hereby release and discharge Australian Fitness Academy from any and all claims arising out of the use of these images/footage, waiving any rights of compensation or ownership thereto.