

TERMS & CONDITIONS

The following terms and conditions constitute the agreement between you (the **Client**) and Fit Education Pty Ltd ACN 109 869 981 (**Fit Education**) for the provision of the course you undertake with or through Fit Education (the **Agreement**).

Accepting this Agreement

1. The Client has accepted the terms of this Agreement by:

- (a) signing the Enrolment Form; or
- (b) clicking “Accept” on the webpage online enrolment system.

By clicking “Accept” you agree that Fit Education can capture your IP address to verify your consent to this Agreement.

2. The date you sign the enrolment form or click “Accept” is the agreement date (the **Agreement Date**).

Your Obligations

1. By accepting this Agreement, you:

- (a) agree to comply with Fit Education’s student policies and procedures as published in the Fit Education Student Handbook (as amended by Fit Education from time to time);
- (b) confirm that you fulfil all entry requirements as specified on the Fit Education website, for the course in which you enrol;
- (c) represent and warrant that all information provided to Fit Education at the time of enrolment was accurate and complete and not misleading and that you included all information that may impact on your ability to complete the course;
- (d) agree to pay course fees associated with your course (the **Course Fee**); and

2. You acknowledge that:

- (a) you have access to a computer, computer equipment, computer software and internet while you are completing your course;
- (b) depending on your particular course, you may be required, at your own expense, to undertake additional studies or certifications (these requirements are set out on the Fit Education website); and

3. The Course Fee does not include:

- (a) postage of any assessments or other materials by you to Fit Education;
- (b) travel, accommodation or other personal costs.

4. You must inform Fit Education in writing within seven (7) days of any corrections or changes to your personal details including name, residential or postal address, email address, phone numbers, payment options and banking details (if applicable).

5. You must retain a copy of all assessments submitted to Fit Education for the duration of your course.

6. You must maintain a current email address for the duration of your course.

7. Fit Education will communicate with you via email.

Fit Education’s Obligations

1. While you are complying with this Agreement, Fit Education will:

- (a) supply to you course study materials for your course (of which Fit Education retains exclusive Intellectual Property Rights) through the Fit Education student portal;
- (b) provide you with access to learning and administrative support;

- (c) review and grade your assessments or procure a relevant partner to grade your assessments; and
 - (d) provide feedback and grades for your assessments through Fit Education's student portal, until the completion of your course or on the earlier termination or end of this Agreement.
2. Fit Education will issue you an appropriate certification for your course once you have successfully completed all course study periods and required assessments and paid all fees associated with your course.

Paying Your Course Fees

1. You must pay all Course Fees associated with the course in which you enrol (**Course Fees**).
2. If you are paying your Course Fees by way of payment plan, you must:
 - (a) complete a Direct Debit Request agreement;
 - (b) pay all such instalments on or before each relevant due date; and
 - (c) acknowledge that there may be additional bank and government fees and charges imposed on transferring your course fees. You are responsible to payment of all fees and charges, taxes, duties, excise associated with the payment of your Course Fees.
3. If you fail to pay the Course Fees, then Fit Education may:
 - (a) withhold the provision of materials for your course; and/or
 - (b) restrict access to Fit Education's student portal; and/or
 - (c) withhold the grading of assessments; and/or
 - (d) cease or suspend any other obligation Fit Education has under this Agreement; and/or
 - (e) notify relevant credit agencies of your default; and/or
 - (f) withdraw you from the course; and/or
 - (g) withhold the issuing of a Certificate or Statement of Attainment until such time as the Course Fees have been paid in full and/or
 - (h) charge a \$50 administration fee for every failed transaction; and/or
 - (i) refer you to a third party debt collection agency. All fees and charges incurred by (and not limited to) the debt collection agency, will be the responsibility of the student to pay; and/or
 - (j) If you are in arrears for more than 4 weeks, Fit Education may restrict access to the Fit Education student portal until the outstanding balance is updated.

Course Duration and Extension

1. You must complete your course within the timeframe specified by Fit Education, before the expiry date outlined in Fit Education's confirmation of your enrolment (**Course Duration**).
2. If you require more time to complete your studies, you can apply for a course extension by contacting Fit Education prior to the expiry date. All extensions will be granted at the discretion of Fit Education and if granted will incur a \$50 per month extension fee.
3. If you do not complete the course before the expiry date, your enrolment will expire and you will not be entitled to any refund or partial refund of Fees.
4. If you are not active for a period of 6 months or more (eg. no online access, no communication online, no contact with Fit Education or failure to reply to communications), your enrolment may be made inactive. You will continue to be liable for all associated course costs and there will be no grounds for refunds or reductions in payments.

Course Deferral

If you wish to suspend your enrolment, you may request to do so in writing for a period of no longer than 6 months. No refund of course fees will apply and you will still be liable for all payments due under any agreed payment plan (if applicable).

Changes During Your Studies

Fit Education is a Registered Training Organisation in Australia; as such it must comply with regulations. You acknowledge that Fit Education may be required to make changes to courses (including units, learning materials and assessments).

Refunds & Cancellations

1. **Online Courses** - All online courses have a strict **no refund policy**.
2. **Campus Courses** - If you are unable to complete your course/learning units for which you have nominated, for whatever reason, you will receive a refund for fees paid in advance towards the incomplete units on return of all learning materials in good condition to Fit Education subject to the following conditions:
 - (a) More than 30 days prior to commencement of the course, a 50% refund of monies paid;
 - (b) Within 7 days of commencement of the course, 25% of monies paid;
 - (c) Refunds for cancellations after commencement of the course will be at the discretion of Fit Education;
 - (d) A \$300 administration fee will apply to all refunds.
 - (e) Any queries concerning this policy are to be directed to the Fit Education Director.
3. If you wish to terminate your studies before the completion of your course, you must notify Fit Education in writing (Cancellation Request).

Overseas Students

Overseas citizens may enrol in selected Fit Education courses, subject to the following additional terms:

1. You acknowledge that the qualifications delivered by Fit Education are designed specifically to meet Australian workforce requirements. Further, the Nationally Recognised Training qualifications delivered by Fit Education are developed in accordance with the Australian Qualifications Framework.
2. You are solely responsible for ascertaining the recognition and appropriateness of your course to meet your specific requirements in your own country.
3. You acknowledge that all fees are quoted in Australian dollars and may be paid by you in Australian dollars.

Personal Information

1. Fit Education collects and uses personal information for the following purposes:
 - the processing and approval of enrolment applications into Fit Education's courses and programs;
 - transactions including the payment of services and Fit Education materials;
 - third party training which occurs on Fit Education's premises;
 - measure consumer interest in Fit Education's services;
 - marketing and promotional purposes including to inform you of other Fit Education's products and services, events and training.
2. Collection Statement
 - (a) Fit Education collects your personal information (such as your name and contact details) directly from you when you request information about Fit Education programs and courses or submit an online enquiry form.
 - (b) We collect your personal information for the purposes of keeping you informed of the services we offer and developments that may be of interest to you, notifying you of events and training courses that we are holding and running surveys to improve our services.

- (c) If you are undertaking training for a qualification we will contact you either directly or via a third party to assist with your education, curriculum and assessment.
- (d) If we do not collect your personal information as described, we may not be able to provide you with the information you have requested or provide certain services to you. We may disclose some or all of this personal information to third parties with whom we may collaborate for events or training sessions or service providers providing services such as marketing or IT management.
- (e) Fit Education may disclose your personal information to overseas recipients for support and assistance as Fit Education uses cloud based internet applications that are hosted outside of Australia for its operational business platform.
- (f) Fit Education's Privacy Policy contains information about how you may access the personal information that is held by us and seek correction of such information. This policy also contains information about how you may complain to us about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

Privacy Statement & Student Declaration

Privacy Notice

Under the *Data Provision Requirements 2012*, Fit Education is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on the enrolment form and your training activity data) may be used or disclosed by Fit Education for statistical, regulatory and research purposes. Fit Education may disclose your personal information for these purposes to third parties, including:

- School – if you are a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
- Employer – if you are enrolled in training paid by your employer;
- Commonwealth and State or Territory government departments and authorised agencies;
- NCVER;
- Organisations conducting student surveys; and
- Researchers.

Personal information disclosed to NCVER may be used or disclosed for the following purposes:

- Issuing statements of attainment or qualification, and populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including programme administration, regulation, monitoring and evaluation.

You may receive an NCVER student survey which may be administered by an NCVER employee, agent or third party contractor. You may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).