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 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 your Course Fees associated with the course/s 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 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.

Course Duration and Extension

1. You must complete your course within 12 months from the date of 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 your 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

Online Courses - All online courses have a strict **no refund policy.** The CEO of Fit Education will take extenuating circumstances (such as extreme medical conditions or cases of hardship) into consideration on a case by case basis.

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.

Code of Practice

Fit Education agrees to operate within the Principles and Standards of the Australian Quality Training Framework. This includes a commitment to recognise training qualifications issued by other Registered Training Organisations.
Fit Education will meet all legislative requirements of State and Federal Government, in particular Workplace Health and Safety and Workplace Relations.
Fit Education Trainers have the appropriate qualifications and experience to deliver the training and facilitate the assessment relevant to the training products offered. Assessment will meet the National Assessment Principles (including Recognition of Prior Learning and Credit Transfer).

Code of Conduct

All persons delivering programs for or on behalf of Fit Education will do so in strict accordance with the requirements of the Unit Descriptor for that training package (or part thereof).
Conduct:

- The client training needs are first priority.
- Any disengagement with the client shall be by the CEO, Fit Education only
- The behaviour of the Trainer shall conform to normal accepted teacher/trainee practices
- Counselling regarding disciplinary matters will be provided by the Trainer if appropriate
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Student Behaviour

The Learner must maintain a high standard of behaviour while in any teaching situation, in or near the classroom, and must not indulge in any act which may result in damage to Fit Education property or unduly interfere with the comfort or convenience of any person lawfully entitled to be in the same area.
Learners are responsible for:

- Checking that holidays, business and other commitments do not clash with training
- Submitting assessment items by the prescribed date. Any extension of time will be granted by the Trainers at their discretion
- Punctuality – Learners are requested to be on time for all classes
- Notifying the Trainer's office of change of personal details if it is to reflect on any documentation relevant to the training being undertaken
- Notifying the Learner if withdrawing from study
- Maintaining their obligation to comply with institute rules in relation to Workplace Health and Safety Standards

Unique Student Identifier (USI)

You will be required to have a Unique Student Identifier (USI) before you can enrol in any Nationally Recognised Training (NRT) product including Qualifications, Units of Competency, Skill Sets and/or Accredited Courses.

Your USI will need to be verified at the time of enrolment. This process requires us to collect and use personal information about you, including your full name, date of birth, home address, telephone numbers, email address). This information will only be disclosed to the Australian Government in relation to your enrolment with us, or as otherwise required by law.

Your USI is required for us to be able to issue you with any Australian Qualifications Framework (AQF) documentation including parchment, statement of attainment or other testamur related to your enrolment with us. We are unable to issue AQF documentation to you without being in receipt of a verified USI, unless an exemption applies.

If you are unable to provide sufficient personal information for us to meet our obligations with respect to the USI, we may be unable to provide certain services to you such as verification of your USI and/or issuance of certification