

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.

Option 1: Upfront

- (a) For Face to Face delivery, full payment for the total course fees must be received two (2) weeks prior to course commencement for Certificate III and IV courses and seven (7) days prior to course commencement for all other courses. The nominal deposit outlined in the Booking & Payment Terms is required to secure your place.
- (b) For Online, Integrated and Victorian Training Guarantee Integrated Online delivery, payment in full is required before access to the online Learning Management System (LMS) can be granted.

Option 2: Fortnightly PaySmart instalment payments

- (a) For all course delivery methods, the nominal course deposit must be paid prior to the commencement of the Pysmart payment option.
- (b) A minimal course cost of \$1000 is required to be eligible for the Pysmart option.
- (c) Pysmart is an independent credit facility utilised by AFA to provide instalment payments via direct debit. Applicants must agree to all terms and conditions outlined in the Direct Debit Request Service Agreement provided by Pysmart including associated set-up and administration fees.
- (d) A request to modify, suspend or cancel the Pysmart Direct Debit Request Service Agreement must be received by AFA in writing at least 14 days in advance.
- (e) Default of a fortnightly instalment permits AFA to disable student access to the online LMS and/or to terminate students enrolment.

2. CANCELLATIONS & REFUNDS

- (a) All applications must be received in writing.
- (b) AFA reserves the right cancel or postpone courses/workshops/practical session dates and venues due to unforeseen circumstances. In this circumstance:
 - i. For Face to Face courses a full refund or deferment into the next available course will be offered.
 - ii. Deferment into the next available practical session will be offered in the case that a practical session is cancelled from Integrated course delivery (including Victorian Training Guarantee Integrated Online delivery).
 - iii. For Victorian Training Guarantee Integrated Online delivery deferment into other available course delivery modes will be offered where the full course has been cancelled. Instances where this is not possible will be handled on an individual basis.
- (c) **Certificate III & IV Face to Face Delivery:**
 - i. Full Refunds will be issued with fourteen (14) days notice prior to course start date. An administration fee equal to 10% of the full course cost is applicable.
 - ii. Partial refunds equal to 50% of the full course fee will be issued with 10-13 days notice prior to course start date.
 - iii. No refund will be issued when less than ten (10) days notice prior to course start date is given or once course has commenced (regardless of attendance). For Pysmart payment method, students are required to complete all remaining payments until the full cost of the course is received, as outlined in their Pysmart contract.
- (d) **Certificate III & IV Online and Integrated Delivery:**
 - i. No refunds will be issued once a Username and Password to the Learning Management System (LMS) has been issued.
 - ii. Upon receipt of initial course payment a 24-hour 'cooling off' period is available until the LMS Username and Password is issued. During this period a full refund may be issued. An administration fee equal to \$100 is applicable.
- (e) **Victorian Training Guarantee Certificate III & IV Integrated Online Delivery.** Written notice of withdrawal is required within 4 weeks of course commencement date. A refund of the course fees (minus \$120) will be issued. Withdrawal after this date will see no refunds in course fees.
- (f) **All other courses:**
 - i. Full Refunds will be issued with more than seven (7) days notice prior to course start date. An administration fee equal to 15% of the full course cost is applicable.
 - ii. No refund will be issued when less than 48 hours notice prior to course start date is given or once course has commenced (regardless of attendance).

3. CONFIRMATION OF ENROLMENT

- (a) Applications by the student will be confirmed upon payment of the deposit, and all successful applicants will receive a confirmation letter after receipt of enrolment.
- (b) The student will only receive a statement of attainment and/or Certificate from AFA when the total course fees have been paid in full and/or once all remaining Pysmart instalments have been received.
- (c) Certificates and Statements of Attainment can be re-issued at a fee of \$25 per certificate when applications are received in writing.
- (d) Certificate III in Fitness is a prerequisite for entry into all Certificate IV in Fitness Courses. Applicants must provide AFA with a certified copy of a completed Certificate III in Fitness and a Statement of Results upon enrolment application.
- (e) 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.
- (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 result in the student attending and completing 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 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 and Integrated delivery, all assessments must be completed within 12 months from the LMS Username and Password issue date. Upon expiration of this period, access to the AFA LMS will be denied.
- (e) For Victorian Training Guarantee Integrated Online delivery all assessments must be completed within the structured course timeline. Students will be given the opportunity to provide further evidence through a re-assessment procedure at no extra cost.
- (f) For Victorian Training Guarantee Integrated Online delivery 100% attendance is required on all practical days. Failure to attend a practical day will incur associated fees of \$50 per hour in making up this time.
- (g) Copies of assessments will be provided to the student upon written request.

- 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.

(a) Face to Face delivery:

- i. The student may apply for deferment by submitting a Student Deferment 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, persons or entity. On the expiration of this period, any funds not utilised in continuing training will become the sole ownership and property of AFA.
- ii. Deferments DURING commencement of course will incur a \$100 administration fee. Re commencement into another course offer under the same qualification will be accepted upon confirmation of new enrolment application within one year. 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) within the 1 year period as in clause 5(a)(i) and 5 (a)(ii). Any other deferrals within the 1 year period will incur a re-enrolment fee of \$300.
- iv. For re commencement outside of the 1 year period, the balance of the initial course enrolment must be paid in full before the student can apply for re commencement of any course. AFA reserves the right to insist the student completes the course in its entirety (at the student's expense) due to changes in circumstances and training delivery.

(b) Online and Integrated delivery:

- i. Deferment is not available for Online and Integrated course delivery methods.
- ii. An extension to the initial 12-month online LMS access and study period may be granted. Applications must be received in writing, 14 days prior to course expiry date and must be addressed to the Education Manager. Extension periods are only available in 12-month increments. An administration fee of \$500 per course is applicable and must be paid in full prior to issue of new Username and Password.
- iii. Access to the online LMS may be reactivated after the initial 12-month access expiry date. Applications must be received in writing and must be addressed to the Education Manager. Reactivation periods are only available in 12-month increments. An administration fee of \$600 per course is applicable and must be paid in full prior to commencement.
- iv. Students under the Victorian Training Guarantee are able to defer into the next scheduled Victorian Training Guarantee Integrated Online course.

(c) Course Transfers:

- i. Training and registration fees are not transferable to courses of a different qualification.
- ii. Transfer from a Face to Face delivery course to an Online or Integrated course is permitted provided the new course is the same qualification level as the initial enrolment. 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 an Integrated or Face to Face delivery course is permitted- subject to availability and provided the new course is the same qualification level as the initial enrolment. The difference in full course cost is payable prior to commencement.
- iv. Transfer from an Integrated delivery course to an Online delivery course is permitted provided the new course is the same qualification level as the initial enrolment. 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.
- v. Transfer from an Integrated delivery course to a Face to Face delivery course is permitted- subject to availability and provided the new course is the same qualification level as the initial enrolment. The difference in full course cost is payable prior to commencement.
- vi. For students under the Victorian Training Guarantee transfers into other course delivery modes are not available.

- 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.

- 7. **ACCESS & EQUITY.** AFA offers flexible learning and assessment strategies including electronic online, face to face and integrated delivery. AFA also offers an individual tutoring service (\$50 per hour session) and has provisions for client support in the areas of language, literacy and numeracy assistance and guidance. Any student requiring these services must submit information in writing about the nature of the assistance required prior to enrolment.

- 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 Director of the Australian Fitness Academy.

- 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 course fees will be payable as per condition 2(c) (iii).

I have read and understood these **terms and conditions** Yes

Student Signature: _____

Date: ___ / ___ / ___