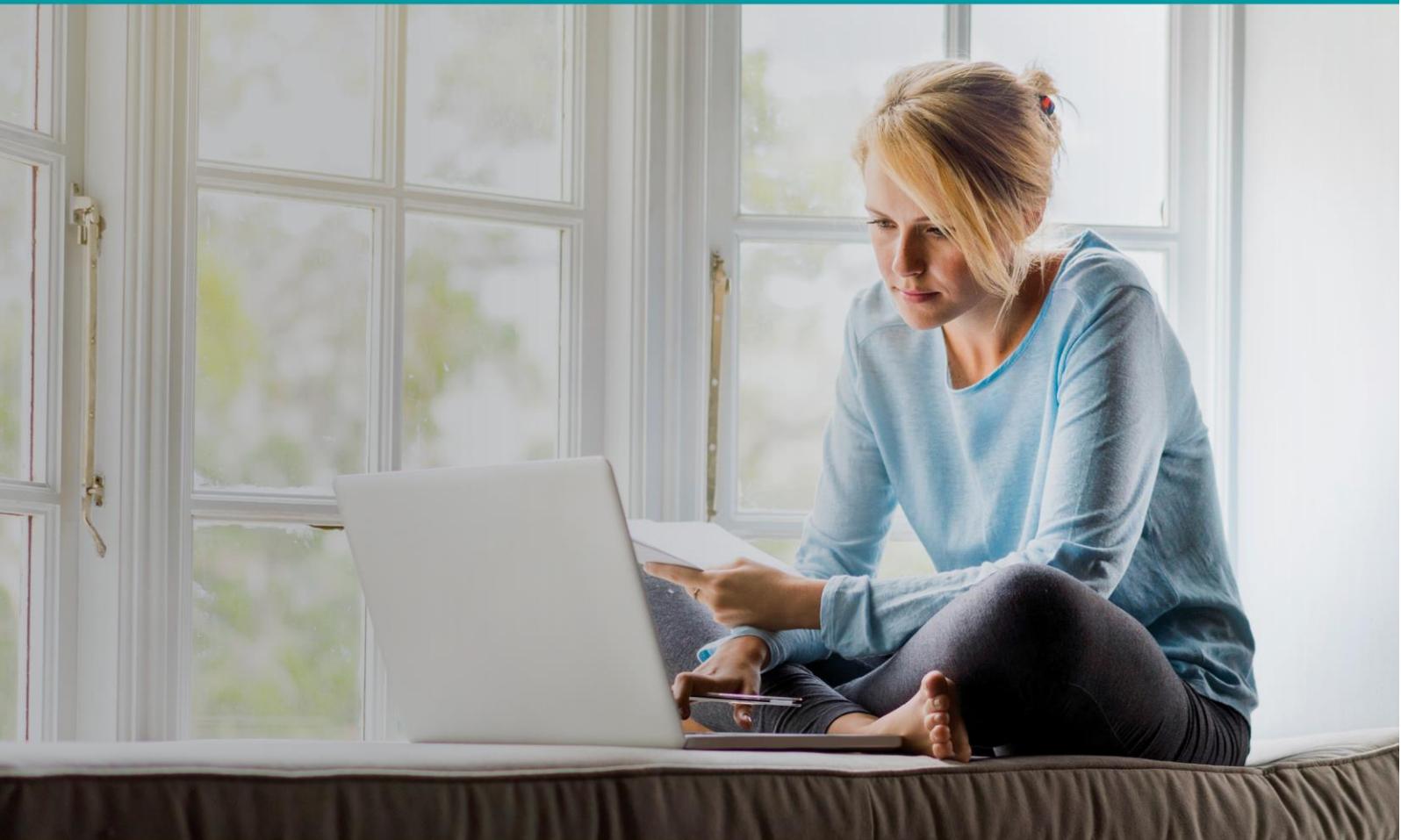


# Student Information Handbook

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Terms & Conditions Included



## Contents

<b>Introduction</b> .....	<b>4</b>
<b>Terms and Conditions</b> .....	<b>5</b>
Course Support .....	5
Barriers to Course Completion .....	5
Support Services .....	5
Qualified Trainers and Assessors and Education Support Staff.....	6
Education Support Plan .....	6
Education Study Plan .....	6
Traineeship Students: Your Training Plan.....	6
Education Learning Platform .....	6
Intellectual Property .....	6
Language, Literacy, and Numeracy.....	6
Unique Student Identifier (USI) .....	7
Student Requirements.....	8
Eligibility.....	8
Additional Eligibility Requirements for Funded Traineeship Students.....	8
Eligibility Requirements for Certificate 3 Guarantee and Higher Level Skills Program (Queensland only).....	9
Student Rights and Obligations .....	9
Foundation Education’s Rights and Obligations .....	10
Withdrawal Policy .....	10
<b>Fee Information</b> .....	<b>11</b>
Course Fees.....	11
Incidental Fees .....	11
<b>Funded Traineeship Contribution Fees</b> .....	<b>11</b>
Smart and Skilled course fees (Traineeships only) .....	11
Consumer Protection Information – Smart and Skilled.....	11
Fee Exemptions: Smart and Skilled courses .....	12
Concession fees: Smart and Skilled courses .....	12
<b>Cooling-off Period</b> .....	<b>12</b>
Solicited Consumer Agreements.....	12
Unsolicited Consumer Agreements .....	13
<b>Refund of Course Fees</b> .....	<b>13</b>
Cancellations and Withdrawals Within Cooling-off Period .....	13
Withdrawals Outside of Cooling-off Period.....	13
Funded Traineeship Refunds .....	15
Modifying Payment of Fees .....	15

Extensions Policy.....	15
Purchased Extensions .....	15
Traineeship Extensions .....	16
Smart and Skilled Extensions/Deferrals.....	16
Provider Default .....	16
Course Transfers .....	16
Payment Defaults.....	16
Credit Card Payments .....	17
Debt Recovery.....	17
Grievance, Complaints and Appeals .....	18
Code of Conduct .....	18
Behaviour .....	19
Plagiarism, Collusion and Contract Cheating.....	19
Access and Equity Policy .....	20
Consent to Image Release .....	20
Privacy Policy and Notice .....	20
Recognition of Prior Learning and Credit Transfer Policy.....	20
Working With Children Check (WWCC) .....	21
<b>Contact Details .....</b>	<b>21</b>

## Introduction

Foundation Education is a registered training organisation (RTO Code: 22557) regulated by the Australian Skills Quality Authority (ASQA). Foundation Education complies with the standards of the VET Quality Framework and Standards for Registered Training Organisations (RTOs) 2015 at all times.

Foundation Education reserve the right to make changes and updates to the terms and conditions as outlined in this Student Handbook at any time prior to implementation changes made affect any and all students including past, current and prospective. Where changes affect the terms, conditions and/or the agreed services, students will be advised as soon as practical.

The principles of natural justice and procedural fairness are incorporated at all levels of our operation. As an RTO, our policies and procedures meet the requirements and stipulations of all Commonwealth, State, and/or Territory Legislation relevant to our scope of operation. Foundation Education is committed to delivering fair, reasonable, and ethical dealings in all of its undertakings including:

- Client information
- Confidentiality
- Privacy
- Complaints, appeals and grievances
- Training standards
- Access and equity

This handbook outlines the Terms and Conditions of your enrolment, including your rights and responsibilities, and our obligations to you. It is a condition of your enrolment that you carefully read the Terms and Conditions within this Handbook. You must agree to having read, understood, and accepted the information upon enrolment and adhere to the Terms and Conditions throughout.

## Terms and Conditions

### Course Support

Foundation Education is dedicated to supporting students throughout the course of their enrolment. During the course, students have access to support services via email, phone, and online. Dedicated Student Support Officers are available to help answer any questions. Foundation Education communicates with students regularly via text, email and phone. Inactivity notifications are communicated where students fall behind their nominated study plan, however students should be self-directed at the vocational level, therefore it is considered the student's responsibility to contact Foundation Education if and when support or assistance is required. It is important for students to make regular contact with their training provider and to actively engage in the course. We are here to support you in achieving your educational goals. For those that need support, regular or intermittent coaching calls can be booked upon request via the Education Department.

### Barriers to Course Completion

Before you commence your studies, it is important that you identify any potential barriers that might prevent you from successfully completing your course. It is your responsibility to notify Foundation Education of any potential barriers at enrolment (or during your course) to allow Foundation Education to provide for adequate support throughout the course. Some things to consider include:

- Access to a computer and the Internet
- An active email address which is regularly checked
- A phone where you can be reached for support as required
- Computer literacy
- Access to suitable resources—e.g., video camera—depending on the course you are studying
- Time to complete the assessment items
- Financial stability to fulfil your financial commitments
- Depending on the course that you are studying, access to a workplace

In addition, the following minimum technical IT specifications are required to successfully access course materials and fully engage as an online learner (distance education):

- Appropriate computer software – Microsoft Word (or the Open Office equivalent), and a PDF Reader, note that the training product is not supported on IOS/Android tablets and mobile phones.
- Google Chrome Internet Browser (best view).
- PC requirements – Windows 7, Windows 8, Windows 10, or later.
- Mac requirements – Mac OS X 10.6, or later.
- Active email address and stable internet connection.
- Mobile phone with voicemail capability.
- Printer and scanner.

By enrolling, without identifying any potential barriers, you are confirming to Foundation Education you are able to commit in full to your studies.

### Support Services

Foundation Education has a dedicated Student Services Department to assist students with their individual learning needs. Our Student Support Officers (SSO) provide support which assists students stay on track. Foundation Education sends students regular assessment reminders to ensure students are well supported throughout their chosen course of study, however vocational students are required to be self-directed and are therefore responsible to contact Foundation Education if when assistance is required such as if they are concerned with an upcoming deadline, or need general support or guidance.

### **Qualified Trainers and Assessors and Education Support Staff**

Foundation Education have a specialised group of education staff who are available to assist students throughout their course of study. Education staff including qualified trainer and assessors have extensive industry experience and are able to assist you with your learning needs. Upon request, one-on-one coaching sessions via phone or Skype to support you. We are here for you!

### **Education Support Plan**

The purpose of the support plan is to ensure that students are progressing through their course of study within the prescribed enrolment timeframe. Students will receive a welcome email from the Student Services Department as soon as the enrolment has been processed. This email contains the details for the Student Learning Platform, My eCampus, as well as how to access specialist student support.

### **Education Study Plan**

Students can generate their own personalised study plan in My eCampus. The study plan is a structured plan that allocates a manageable timeframe for the chosen units of study which allows students to plan, manage, and structure their studies which may assist students complete within the allocated timeframe. We find that students love this plan as it not only keeps them on track. Each study plan can be customised to suit your time commitments and goals and is flexible enough for things like holidays. Please note that some course offerings do require units and/or assessments to be completed in a particular sequence; this information will be made available to students in the Student Learning Platform.

### **Traineeship Students: Your Training Plan**

To assist with progressing through your course, we will prepare a training plan with you and your employer to use as a guide on how long it may take to complete each unit. This allows you to plan, manage, and adequately prepare for your training conducted both on and off-the job, which is to be completion within the allocated timeframe of your traineeship.

### **Education Learning Platform**

#### **My eCampus**

Students are provided with access to the theory component of the course through our industry leading Learning Management System (LMS) My eCampus. Students are provided with a unique login so work is protected and only accessed by the individual. My eCampus is a centralised learning environment where all course materials and assessments are online and all assessment items are completed and stored within the LMS. Through My eCampus's advanced tracking and reporting functionalities, Foundation Education can better monitor your progress and as such determine areas of success and areas where you require assistance. The best part about My eCampus is the interactive learning resources, which makes doing your course even more fun!

### **Intellectual Property**

During your course, you may print copies of some of your learning materials and assessments to assist you with your studies. However, please note that some of learning materials and assessments are licensed through a third party. This means that Foundation Education is not authorised to allow re-printing. You are reminded that all learning materials and assessments are the Intellectual Property of Foundation Education. You are not authorised to on-sell or commercialise any product. Foundation Education will take legal action if you are found to have breached this requirement.

### **Language, Literacy, and Numeracy**

As a Registered Training Organisation (RTO), Foundation Education determines the support needs of individual learners and provides access to the educational and support services necessary for the individual learner to meet the requirements of the training product as specified in the Training

Packages or VET accredited courses. Prior to enrolment or course commencement (whichever is earliest), Foundation Education identifies any support service requirements including literacy, numeracy, English language or physical capabilities that a learner would need to successfully complete the chosen course.

Educational and Support Services may include, but are not limited to:

- Pre-enrolment materials
- Study support and study skills programs (Individualised Learning Plans)
- Language, Literacy and Numeracy (LLN) programs or referrals to these programs
- Equipment, resources and/or programs to increase access for learners with disabilities and other learners in accordance with access and equity
- Learning resource centres
- Mediation services or referrals to these services
- Information and communications technology (ICT) support
- Learning materials in alternative formats (e.g. provided in large print) may result in additional costs to you, the student
- Learning and assessment programs contextualised to the workplace
- Any other service that the RTO considers necessary to support learners to achieve competency.

(Source: Glossary to the Standards for Registered Training Organisations 2015)

Foundation Education acknowledges its responsibility to support students and students are monitored within the scale and scope of its operations. The LLN strategy provides this support by developing an individualised learning plan aimed at improving the language, literacy and/or numeracy skills required to successfully undertake the chosen course of study. Foundation Education uses the LLN Robot System which assesses learners skills against the Australian Core Skills Framework (ACSF) for; learning, reading, writing, oral communication, and numeracy. The five core skills are identified by the ACSF as the essential skills required to effectively participate in the workplace and education sector. All students have access to LLN assessment for the purpose of providing suitable support mechanisms as required, however no student can be forced to undertake the assessment. When the system identifies gap training is required, a customised training supplement is generated. Where a student is identified as requiring the training supplement, they must complete the supplement/s prior to commencing their course of study.

### **Unique Student Identifier (USI)**

All students undertaking nationally recognised training since January 2015 must have a Unique Student Identifier (USI). This includes students studying a Vocational Education and Training (VET) course when they are still at school (VETiS).

A USI is a reference number made up of 10 numbers and letters that:

- Creates a secure online record of your recognised training and qualifications gained in Australia from all training providers you undertake recognised training with
- Will give you access to your training and transcripts,
- Can be accessed online, anytime and anywhere,
- Is free and easy to create, and
- Stays with you for life.

If you are a new or continuing student undertaking nationally recognise training, you must have a USI to receive your qualification, record of results or statement of attainment. If you don't have a USI, the RTO is not permitted to issue your qualification documentation. Note that USI records only go back so far as January 2015 when the scheme commenced. Your USI will enable you to produce a comprehensive transcript of your training which can be useful for applying for employment, seeking

academic and/or vocational Credit Transfer (CT) or demonstrating entry requirements when undertaking further training.

To quickly and easily apply for your USI, visit [www.usi.gov.au](http://www.usi.gov.au). Once you enrol, all students are prompted to enter their USI when logging on to the e-learning platform, My eCampus. You will be prompted every time you logon until you enter your USI into the system.

## Student Requirements

As a student of Foundation Education, you agree that you have the following:

- Pre-requisite units and entry requirements as applicable to your qualification.
- Identified all barriers to study, including any impairments, disability or Language, literacy and Numeracy (LLN) issues, which may hinder your studies
- Appropriate level of computer literacy: the ability to access and use a word processing application, email, and internet. Foundation Education does **not** provide IT technical support for students.
- Appropriate computer software: Microsoft Word (or the Open Office equivalent), and a PDF Reader, **note that your course is not supported on IOS/Android tablets or mobile phones.**
- Our recommended browser, which is Google Chrome Internet Browser.
- PC Requirements: Windows 7, Windows 8, Windows 10, or higher.
- Mac Requirements: Mac OS X 10.6, or later.
- Regular allocation of time over the length of your enrolment to complete your course.
- Active email address and stable internet connection.
- Mobile phone with voice mail capability.
- Printer and scanner.
- A USI. If you have not already applied for your USI, you will work with the Student Support Team to apply for one.
- Willingness to receive correspondence via mail, email, phone and/or text message.
- Willingness to respond to communication in a timely manner.
- If you have opted to pay for your course upfront or via instalments (referred to as a payment plan), the capacity to meet these payments as per your contract.
- Capacity to engage with coaching sessions, including any language, literacy, and numeracy support, as needed to complete the requirements of your course.
- Willingness to receive information on future courses or other training products with Foundation Education.

## Eligibility

All participants must be over the age of 18 to participate in a course with Foundation Education unless express verbal or written permission from a parent or guardian is supplied. In accepting this enrolment, you are warranting that you are at least 18 years of age. If you are under 18 years of age, you must ensure that your parent or guardian has read and understood the terms and conditions contained in this booklet. By providing signed or verbal approval of your enrolment, your parent or guardian acknowledges and accepts the terms and conditions herein, including guaranteeing the principal liability to make payment of all course fees.

## Additional Eligibility Requirements for Funded Traineeship Students

In addition to the above requirements, there are certain other criteria you must meet in order to undertake a traineeship. For the most accurate and up-to-date information, as well as employer obligations, contact your state training authority directly:

- **ACT:** <https://www.skills.act.gov.au/>
- **NSW:** <https://smartandskilled.nsw.gov.au/>
- **QLD:** <http://apprenticeshipinfo.qld.gov.au/apprentices/index.html>

## **Eligibility Requirements for Certificate 3 Guarantee and Higher Level Skills Program (Queensland only)**

The Certificate 3 Guarantee program supports eligible Queenslanders in completing their first certificate III level qualification. The Higher Level Skills program provides a government subsidy to support eligible Queenslanders to study a certificate IV or higher level qualification. Students are entitled to one government-subsidised training place, so it is important that you choose the right course to support you in your chosen industry. In order to access this funding program, you will need to provide evidence of eligibility for the selected program, which comprises:

- Date of birth (must be 15 years or over at the commencement of the course) and no longer at school
- Queensland residential address
- Any post-school qualifications
- Australian/New Zealand citizenship or Australian permanent residency status
- Eligibility for concession (if applicable)

In addition to the above, eligible students will also need to complete a training and employment survey within three months of completing or withdrawing from the chosen qualification. If you have completed a qualification since finishing high school, you may not be eligible for a government subsidy, see the Student Factsheets for more information:

- [Certificate 3 Guarantee](#)
- [Higher Level Skills](#)

Year 12 Fee-Free training is available to Year 12 graduates who enrol and start training in a high-priority qualification within a calendar year of completing their secondary schooling. More information is available online:

- [Year 12 fee-free training FAQs](#)

## **Student Rights and Obligations**

As a student enrolled with Foundation Education, it is important that you be aware of the services and support available to you during your studies. All students have the following rights while enrolled:

- Fair and equitable treatment at all times, including access to all programs available on scope (subject to the relevant entry and LLN requirements).
- Proper access to the required support, training, and assessment as necessary to successfully complete the training, regardless of location or mode of practical delivery.
- Student records held by Foundation Education are the students and may be accessed by students at any time. Records held may include personal details, course progress, payment information, and certification documentation.

### **As a student of Foundation Education, you are obligated to:**

- Ensure that the work you submit is your own; any discovery of plagiarism, collusion or contract cheating will be dealt with as outlined in the policies and additional information section.
- Advise us as soon as you become aware of any issues which may affect your study, including LLN needs.
- Abide by the terms and conditions outlined in this document and the code of conduct policy in all dealings with Foundation Education.
- Meet your assessment obligations including making copies of all assessment submissions,
- Make your course payments by the agreed due dates. Further information on fees is outlined later in this document.
- Keep your contact information up to date by advising us as soon as possible about changes.

## Foundation Education’s Rights and Obligations

Foundation Education has an obligation:

- Not tolerate discrimination towards any group or individual in any form, inclusive of race, gender, political or religious beliefs, culture, sexual orientation, and/or disability (physical or intellectual).
- Notify students of any changes such as changing ownership or closure.
- Inform students of important policies including how we ensure your privacy, how we handle complaints and appeals, and under what circumstances we administer refunds.
- Upon payment of all course fees, provide support, training, and assessment services in the chosen training program, in accordance with the Standards for RTO’s 2015. This guarantee continues for the period of enrolment to ensure that students have the opportunity to successfully complete the training.
- Inform students if any part of the agreed services, including training and assessment are to be delivered by a third party.
- Issue the AQF Certification documentation upon request and at the end of your enrolment, whether completed or terminated. Formal qualifications are only issued when all course competencies have been met, assessed and awarded. A statement of Attainment is issued for partially completed courses, where full units of competency have been awarded as competent, and all agreed fees have been paid in full.
- Abide by our published policies and the information contained within this handbook.

### Foundation Education reserves the right to:

- Change the terms and conditions as outlined in the student handbook at any time and without prior notice; changes made affect any and all prospective, current and future students. The latest information is posted herein and any changes which affect the terms, conditions and/or the agreed services will be communicated to the relevant students as soon as practicable.
- Cancel an enrolment without notice if, by the enrolment end date, a student has not achieved all course requirements. If some units within the qualification have been completed, a statement of attainment will be issued reflecting the competencies awarded providing that all agreed fees have been paid. No refunds will apply in this instance.
- Cancel an enrolment for reasons outlined in the Code of Conduct and fee requirement policies.
- Collect fees as per the agreed terms and conditions supplied upon enrolment and in accordance with the policies outlined in this document.

## Withdrawal Policy

Students may withdraw at any stage of their enrolment. Withdrawals must be received in writing. No refunds apply to withdrawals received after the cooling off period. Foundation Education will acknowledge receipt of the written withdrawal request within one business day, and notify the relevant department to action the request within 10 business days.

Once the withdrawal is confirmed, a Statement of Attainment is issued for any completed units within 30 days, providing that all fees have been paid in full.

**Withdrawal/Cancellation Contact details:** Formal withdrawals must be submitted via [student.services@foundationeducation.edu.au](mailto:student.services@foundationeducation.edu.au).

## Fee Information

### Course Fees

Course fees include all resources and study materials for the course as well as the support you receive from the Department of your chosen Faculty. Upon enrolment, students receive an email summarising the tuition fees. Before being formally enrolled, course fees are generally payable upfront, however after making an initial deposit, payment plans are available. Payment plan details including the duration and weekly/fortnightly contributions, as discussed with your careers advisor, will be confirmed by the Finance Department once your enrolment is processed.

Fees must be paid in full by course completion or enrolment expiry, whichever comes first. No AQF Certification documentation will be issued until fees are paid in full.

### Incidental Fees

- If you elect to pay for your course via a payment plan, you will be charged additional fees by a third party. A copy of their terms and conditions will be emailed to you as part of your enrolment and can be provided again upon request.
- Establishment and additional fees will be charged as per the relevant third parties' terms and conditions, see the third party terms and conditions contained within their application form.
- Printed copies of the AQF Certification documentation such as certificates, record of results, or statement of attainment can be purchased for \$30 plus postage.
- As Foundation Education is an online provider, learning materials are provided electronically. Hardcopy resources can be purchased at an additional cost. Requests should be made via the Student Support Services. Purchased hardcopy materials are considered as the students' personal property, however students are not permitted to sell or commercialise the information contained within as this would be considered as a breach of Copyright legislation.

## Funded Traineeship Contribution Fees

An invoice and application for admission form will have been sent to you prior to enrolment. It is important that you be aware that Foundation Education cannot accept your enrolment until we have received your completed form and payment of the invoice in full. Any delay in payment may also delay the registration of your training contract with the relevant state training authority. Contact your Australian Apprenticeship Support Network (AASN) for further details.

### Smart and Skilled course fees (Traineeships only)

If you are eligible for subsidised training under Smart and Skilled, you pay only a portion (10–45%) of the training cost, and this fee covers your whole qualification rather than an annual fee. All fees will be determined using the Smart and Skilled calculator, and adjustments for RPL and CT will be made after enrolment.

Smart and Skilled fees are lower for students doing their first qualification since leaving school. This is because Smart and Skilled focuses on helping NSW residents get their first qualification. Upon enrolment, you will receive an email with your Notification of Enrolment and tuition fees for your chosen course; however, you can get an estimate of the fee for your preferred course by using the Smart and Skilled course finder:

- <https://smartandskilled.nsw.gov.au/sands/find-a-course>

### Consumer Protection Information – Smart and Skilled

Approved Smart and Skilled training providers are obligated to:

- Provide the training and support necessary to allow you to achieve competency
- Provide a quality training and assessment experience for all students

- Provide a clear, accessible feedback and consumer protection system, including an identified consumer protection officer
- Maintain procedures for protecting consumers' personal information

The Smart and Skilled Consumer Protection Strategy is available here:

[https://www.training.nsw.gov.au/forms\\_documents/smartandskilled/contract/consumer\\_protection\\_strategy.pdf](https://www.training.nsw.gov.au/forms_documents/smartandskilled/contract/consumer_protection_strategy.pdf).

As a first step, you are encouraged to discuss your concerns with our consumer protection officer via [quality@foundationeducation.edu.au](mailto:quality@foundationeducation.edu.au). They will be able to help you with your concerns. You can also contact the Smart and Skilled customer support centre to seek assistance, ask for advice, make a complaint, or provide feedback. You can do this by email at [enquiries@smartandskilled.nsw.gov.au](mailto:enquiries@smartandskilled.nsw.gov.au), over the phone on 13 28 11, or in person at a State Training Services centre

### Fee Exemptions: Smart and Skilled courses

The government subsidises the total cost of the qualification—meaning that no fee is charged—for:

- Aboriginal and Torres Strait Islander students (through descent, self-identification, or community identification)
- Students with a disability (proof of a disability support pension or documentary evidence from an appropriate medical professional is required)

### Concession fees: Smart and Skilled courses

Discounted fees are available for disadvantaged students studying up to a Certificate IV.

Unfortunately, no concessions are available for Diploma students. This concession fee is a flat fee set for the whole qualification and is available to students who:

- Receive a specified Australian government benefit or allowance at the time of enrolment, e.g. age pension, carer payment, Newstart/Youth allowance, Veterans' Affairs pension, or single parenting payment
- Are the dependants of a person receiving a Commonwealth benefit or allowance

## Cooling-off Period

### Solicited Consumer Agreements

Where you have invited negotiations for the purchase of an Foundation Education training product, for example, you have expressed interest in our courses or have contacted one of our sales people directly, you are considered to be a 'solicited consumer'. All courses contain a five-day cooling-off period, effective after you confirm your enrolment and accept the terms and conditions as contained in the Student Handbook. The cooling-off period is calculated using actual days, so weekends and public holidays are included, see table below for details of this:

If you enrol on a...	...then your cooling off period expires at 11.59pm on...
Monday	the Saturday of <i>that same</i> week.
Tuesday	the Sunday of <i>that same</i> week.
Wednesday	the Monday of <i>the following</i> week.
Thursday	the Tuesday of <i>the following</i> week.
Friday	the Wednesday of <i>the following</i> week.
Saturday	the Thursday of <i>the following</i> week.
Sunday	the Friday of <i>the following</i> week.

Once the cooling-off period expires, the student is bound by the terms and conditions herein. Note that the five-day cooling-off period applies to all enrolments including when the course start date is delayed.

## Unsolicited Consumer Agreements

Where you have not invited negotiations for the purchase of an Foundation Education training product, for example when one of our sales people telephones you uninvited or approaches you in a place other than our place of business, then you are considered to be an ‘unsolicited consumer’. If this is the case, then Australian Consumer Laws will apply to ensure there is a cooling-off period to your contractual commitment to enrolment upon a course at Foundation Education (Contract). During this cooling-off period, you are entitled within a period of 10 business days to change your mind and cancel the Contract by giving written notice of termination to us at the contact details as given in the Withdrawal policy section below.

For unsolicited agreements negotiated by telephone, the cooling-off period begins on the first business day after you have received the enrolment documents confirming your enrolment over the telephone. For other agreements, the cooling-off period begins on the first business day after the agreement was made, which is the day you confirm your enrolment application to us in writing. Under Australian Consumer Laws, we must not accept or require any payment during the 10-day cooling-off period; however, if electing to make payment via credit card, we will pre-authorise the details you have supplied to us. No funds will be debited until the day after the cooling-off period has expired. If you cancel your Contract within the cooling-off period, the agreement will be void, but you must immediately return any materials that we may have supplied you.

## Refund of Course Fees

### Cancellations and Withdrawals Within Cooling-off Period

Solicited consumers can cancel their enrolment within the five-day cooling-off period for any reason. A full refund less the administration fee of \$370.00 applies. Unsolicited consumers may cancel their enrolment for any reason within the allowable 10 day cooling-off period. Unsolicited consumers are entitled to a full refund including refund of the administration fee. Note that all requests for withdrawal or course cancellation must be received in writing via [student.services@foundationeducation.edu.au](mailto:student.services@foundationeducation.edu.au) and must be received prior to the expiration of the applicable cooling off period, otherwise full fees apply as per the terms and conditions herein.

### Withdrawals Outside of Cooling-off Period

Refunds and/or waiver of future fees do not apply to withdrawals made after the respective cooling-off period expires. Solicited consumers are bound by a five day cooling off period, and unsolicited consumers are bound by a 10 day cooling off period. Students may withdraw from their course of studies at any stage of the course via written communication to [student.services@foundationeducation.edu.au](mailto:student.services@foundationeducation.edu.au), with all outstanding fees and charges applicable and enforceable. Students who have opted to pay their course off by payment plan or instalments are bound by the terms and conditions herein. All outstanding fees and charges apply and must be finalised within the agreed timeframe. Termination of enrolment does not provide for a refund or waiver of future fees. Extenuating circumstances which can be evidenced and verified may lead to a formal out-of-policy arrangement such as course extension up to six months free of charge. All out of policy arrangements are made solely at the discretion of the RTO CEO or Delegated Authority, or where the provider has defaulted on delivery.

The following reasons are **not** considered legitimate for consideration of extenuating circumstances and will not lead to a refund or waiver of future fees due:

- Change of mind towards your chosen qualification
- The online learning delivery mode
- Preference for another training provider
- Change of career path

- Change in your employment status
- Changes to your personal circumstances relating to your financial situation
- Pregnancy
- Changes in the time you have available to study
- Changes to your location or housing situation
- Your lack of progression through the course
- Not achieving competence against the entry requirements or any unit of competency within the allocated timeframe

Extenuating circumstances may include cases where a student is suffering from a medical ailment which presented itself after the cooling-off period (not pre-existing), and was beyond the student's control. In such cases, the student must apply in writing for an out of policy consideration, and supply verifiable evidence to support the request of an extended enrolment period of up to six months at no charge. No refund of course fees apply, and the student will remain liable for all payments as agreed under their payment plan.

In cases where a student has a condition, impairment, disability or personal situation that is pre-existing at the time of enrolment, **no** refunds will be available outside of the cooling off period due to this cause. Once the student confirms their enrolment, the student has acknowledged the condition, impairment, disability or personal situation will not impact their chosen qualification/course and as such will not be eligible for a refund or fee waiver at a later date. Students are required to identify any impairments or circumstance which might affect their course during the enrolment process so that an individualised learning plan can be implemented. By finalising the enrolment without notification to Foundation Education the student acknowledges they are equipped to complete their chosen course and in a position to meet the Terms and Condition of their enrolment including their financial obligations.

In the event that a student has a pre-existing condition which has significantly worsened post-enrolment, causing a permanent inability to complete the requirements of the course, they can raise a review into their ongoing liabilities. In the event that the student suffers a condition during the course of study which renders a permanent inability to complete the requirements of the course ever, they may apply for an out of policy consideration of their ongoing financial liabilities.

For all out of policy considerations, the student must provide sufficient and verifiable evidence to support their claims. Refunds or fee waivers are considered on a case by case basis and will be at the sole discretion of the RTO CEO or Delegated Authority. Where genuine and extenuating hardship can be evidenced and verified, which has resulted in the permanent inability of the student to ever complete the requirements of their course, an out of policy arrangement may be approved solely at the discretion of the RTO CEO or Delegated Authority.

Financial Hardship involves a student's inability to meet their financial obligations. Unwillingness to meet financial obligations does not constitute financial hardship. A student's eligibility to be considered for the Hardship Policy is at the sole discretion of the organisation. For consideration towards the Hardship Policy, the hardship cannot be a pre-existing set of circumstances meaning that the circumstance must have occurred after the cooling off period and was beyond the student's control. If the hardship was a pre-existing circumstance prior to enrolment, medical extensions and/or modifying payments may be available at the discretion of the organisation.

During the course of enrolment, students may request an adjustment to their payment plan. Requests should be submitted in writing, along with evidence of genuine hardship and relevant documentation, which will be assessed in accordance with the applicable policies.

Evidence required for financial hardship applications:

- Payslips
- Bank statements
- Proof of expenses
- Medical certificates
- Proof of unemployment

No requests for pro-rata based refunds or fee waivers will be approved unless adequate and legitimate documentation is supplied to evidence the situation. In all cases, it is the student's responsibility to ensure evidence is verifiable and meets the policy requirements. Foundation Education will not contact third parties to gain evidence on your behalf due to Privacy Legislation. All evidence supplied will be stored in secure files only accessible by authorised staff in accordance with the Privacy Policy and Privacy Legislation, and will only be utilised for the processing of the refund request.

### **Funded Traineeship Refunds**

Any refund is made as a lump sum to the student no more than 28 days after the relevant state cancellation paperwork has been sent through and signed by both the student and the employer, but this is provided that the contribution fee has been paid in full. You should refer to the [Refund of Trainee Contribution Fee information table](#) for specific details.

### **Modifying Payment of Fees**

During the course of your enrolment, you may require an adjustment to your payment plan. Requests should be submitted in writing along with evidence of genuine hardship and relevant documentation, and they will be assessed in accordance with the applicable policies. Any variation to standard policy must be approved by the CEO or delegate. It remains the responsibilities of the student to determine their financial capacity to meet the scheduled payment arrangement prior to confirming their enrolment. In all cases of financial hardship, students will still be required to pay their course fees and honour their contractual obligations.

### **Extensions Policy**

Students are required to complete their course within the timeframe set for their course. If you need additional time or wish to continue study beyond the end date of your course, an application for course extension must be made prior to your expiry date. Foundation Education is not obliged to extend an enrolment if a student has not made appropriate arrangements or course progression prior to their end date. If an extension is not purchased, Foundation Education reserves the right to withdraw the student without notice. Students are only eligible to purchase one extension, all other extension requests will be reviewed and approval will be made by the CEO or delegate. In order to purchase an extension, contact us on 1300 616 197 and note there is no deferment option available.

### **Purchased Extensions**

Students have a five-day cooling-off period from the day they purchase the extension. Note, this cooling-off period is based on calendar days (includes Weekends & Public Holidays). If the student decides to cancel their purchase within this period, they are entitled to a full refund of the purchased extension less an administration fee of \$200. All requests to cancel must be received via written communication to [student.services@foundationeducation.edu.au](mailto:student.services@foundationeducation.edu.au). Students who request to cancel their purchase outside of their five-day cooling-off period will remain liable for any outstanding fees payable to Foundation Education.

E.g. Purchased on Monday – cooling off period expires 11:59pm Saturday

### **Traineeship Extensions**

Any extension to your training contract must be coordinated between yourself, your employer, and the state training authority. An application form may be required depending on the requirements of your state or territory. Upon receiving notification of the change to your contract, we will issue you with a revised training plan and extend your enrolment end date.

Students who experience illness or injury during their traineeship can apply to temporarily suspend their obligations under the training contract for a period of up to 12 months. Your employer must agree to the application prior to the suspension taking effect, and once approved, ongoing employment arrangements should be determined. For further details, contact your AASN as listed on your training contract, or email [trainees@foundationeducation.edu.au](mailto:trainees@foundationeducation.edu.au)

### **Smart and Skilled Extensions/Deferrals**

Any enrolled student accessing Smart and Skilled subsidised training is entitled to defer their studies totalling no more than 12 months. If you require additional time to continue your study beyond the end date of your course, an application for course extension must be made prior to your expiry date. All requests must be lodged in writing to our Student Services team for assessment and consideration.

### **Provider Default**

If for any reason Foundation Education or any of its agents cancel or delay your course, you will first be offered a transfer to another course in order to continue your study. If a transfer is not available, or no suitable options can be agreed upon, a full refund will be given. Note that this condition does not apply if you have elected to delay the commencement of your course. A student may be eligible for a pro-rata refund where they have commenced their course and Foundation Education or any of its agents cancel, postpone, or delay the course or sessions. This pro-rata refund is dependent on the number of units that the student has accessed and how long they have been enrolled. Students may also have the option to be transferred to another course. If you have elected to pay your course fees by payment plan, the same pro-rata refund will apply. However, students who have not paid the minimum balance will be liable for the remaining fees.

### **Course Transfers**

Foundation Education encourages students to engage in study that best suits their expected outcomes. Foundation Education also expect that students have chosen the correct course as aligned to their desired goals. Depending on your circumstances, if you wish to change from one course to another, all course transfer requests must be submitted in writing to our Student Support team ([student.sevices@foundationeducation.edu.au](mailto:student.sevices@foundationeducation.edu.au)). You will receive a decision in regard to your course transfer request in writing from our Student Support team within ten business days. Note that the terms of your contract, including tuition fees payable, will not be affected by your course transfer request, unless you choose a course that bares a higher cost. Course deferrals are not available.

### **Payment Defaults**

During enrolment, students can elect to pay for their course via a payment plan. To be eligible for a payment plan you must confirm a set of fixed weekly or fortnightly amounts and agree to pay off the course within the set timeframe. A verbal authority, signed enrolment form or application form submitted online is verification of consent to all terms and conditions associated with that loan or payment plan, as provided to the student.

- Foundation Education has the authority to verify, validate or confirm details of any bank account details or credit card information provided to us with your financial institution, and authorise your financial institution to release such information to us.
- If you default on a payment, commit any other material breach of these terms and conditions or an insolvency event arises, your assessment will not be marked until the account is paid to date. This may mean making payment of the full arrears as well as any third party fees.
- Students will also be unable to participate in assessment days, practical assessment or other related support until their account is paid to date.
- Course fees must be paid in full for your certificate to be issued.
- Your certificate will not be issued until the course fees are paid in full.
- And have provided written evidence and relevant documentation of genuine financial hardship, you will have the original length of your enrolment to pay the debt out.
- If your account remains unpaid, access to resources via your online learning platform will cease until the payments are brought up to date. Course extensions will also not be granted to students who have not paid their account, paid all associated fees pursuant to the initial agreement and/or complied with any and all associated or material obligations.
- If a student has enrolled under an upfront payment plan and later defaults on the remainder of the fees, the student will immediately be transferred to a payment plan and irrevocably agrees to pay the additional costs upon demand. The payment plan incurs additional course fees compared to the upfront payment. The student will also be charged further fees by a third party and a copy of their terms and conditions will be emailed to the student, should the payment plan be adjusted in this manner.
- Foundation Education reserves the right to deduct the total amount in default from the account details you have provided, plus default fees to bring the payments back into line with the payment schedule.

### **Credit Card Payments**

If you have paid any part of your course fees via credit card, you are acknowledging that the card belongs to you or that you have express permission from the owner to use the card. If a third party (e.g., family member, friend, or employer) will be paying for your course fees, note that it is your responsibility to get permission from the card holder to add their name and credit card to your student account.

You agree that you will do all things necessary to facilitate the payment of course fees including any periodic direct debiting or charging of any nominated account.

You authorise Foundation Education to verify, validate or confirm details of any bank account details or credit card information provided to us with your financial institution, and authorise your financial institution to release such information to us.

You authorise us to automatically update the expiry date of any credit card provided in accordance with the usual validity term extension.

### **Debt Recovery**

If for any reason a student has defaulted in their payment to Foundation Education, then the remaining balance may be referred to either our solicitors or a debt collection agency for recovery proceedings. The student shall be liable for all costs associated with the recovery of their debt, including collection fees, commissions, and legal costs.

## **Grievance, Complaints and Appeals**

Students who have a grievance, complaint or appeal, have the right to raise the grievance, complaint or appeal and expect that every effort will be made to resolve it in accordance with this policy, and without prejudice or fear of reprisal or victimisation.

### **Grievance, Complaints and Appeals can arise from matters of concern relating to:**

- training delivery and assessment
- the quality of the training
- student support
- materials
- discrimination
- harassment
- other

Students have the right to present the grievance verbally or in writing. A complaint or appeal needs to be presented formally and in writing, making use of the complaints form.

Foundation Education will manage all grievance, complaints and appeals fairly, equitably and as efficiently as possible. Foundation Education will encourage the parties to approach the grievance, complaint or appeal with an open mind, and to resolve problems through discussion and conciliation.

Foundation Education seeks to prevent complaints by ensuring high levels of satisfaction with its training and assessment, its performance as an RTO and with its public image. If a complaint should arise from a decision made on a grievance, all staff are expected to be fair, courteous and helpful in all dealings with the student making the grievance, complaint or lodging the appeal, and to assist or refer where they can. Where a complaint or appeal cannot be resolved through discussion and conciliation, Foundation Education acknowledges the need for an appropriate external and independent person/party to mediate. The parties involved will be given the opportunity to formally present their case in an independent forum. Mediation costs will be shared equally by the person making the complaint and Foundation Education. Requests for mediation assistance are to be made in writing addressed to the RTO Chief Executive Officer or Delegated Authority either by email [student.resolutions@foundationeducation.edu.au](mailto:student.resolutions@foundationeducation.edu.au) or surface mail to 54-58 Brookes Street, Bowen Hills QLD 4006.

Confidentiality will be maintained throughout the process of making and resolving complaints/appeals. Foundation Education seeks to protect the rights and privacy of all involved, and to facilitate the return to a comfortable and productive learning environment.

For further information on the Grievance, Complaints and Appeals Policy and Procedure, click [here](#).

## **Code of Conduct**

The Policy is designed to represent the expectations of Foundation Education and clearly establish behaviour guidelines, investigative procedures, and consequences for inappropriate behaviour. The Student Code of Conduct is designed to uphold the dignity of all staff, all students, and all persons associated with Foundation Education.

The Student Code of Conduct sets out acceptable student behaviour and appropriate disciplinary measures. The underlying purpose of the Student Code of Conduct is to outline for students and

staff their rights to work and study in a positive, secure, and orderly environment and show care, courtesy, and respect for the rights of others at all times.

## **Behaviour**

### **Acceptable behaviour:**

- Being courteous, respectful, and well-mannered at all times
- Making responsible and thoughtful choices
- Being truthful, fair, caring, and considerate through actions and behaviours at all times
- Being professional in all dealings with staff and other students
- Participating actively and positively in learning at all times
- Respecting the rights of others to learn in a non-threatening environment
- Completing all assigned assessment tasks to the best of their ability, on time and correctly identified (it is highly recommended that you add full identifiers in the header and footer of your submissions: Surname, Student ID, date and unit code; for example: PAFXX40999 – 01.05.12 – BSBWOR501)

### **Unacceptable behaviour:**

- Swearing
- Threatening language or tone of voice
- Discriminatory or harassing behaviours
- Plagiarism, collusion, contract cheating, and/or engaging in dishonest behaviour
- Fraud or any breach of the law
- Racial, religious, or sexual slurs towards staff or other students
- Threatening behaviour towards staff
- Abuse, or endangering the health or safety of any person
- Misuse of equipment
- Actions that lead to putting yourself, staff, or other students at risk

If a student is in breach of the code of conduct, this will be investigated, and they will be asked to give a written response to these allegations. If it is found that a student has breached the code of conduct, that student may be given a warning and, depending on the severity of the breach, may be terminated from the course without notice and will receive no refund of fees. The RTO CEO will make the final decision on any actions resulting in termination.

## **Plagiarism, Collusion and Contract Cheating**

Plagiarism, collusion and contract cheating constitute breaches of academic integrity and the Student Code of Conduct, and are not tolerated under any circumstance.

**Plagiarism** means the practice of taking someone else's work or ideas and passing them off as your own without appropriately citing or acknowledging the owners of the intellectual property. Plagiarism may be intentional or unintentional. Intentional plagiarism involves the deliberate act of presenting someone else's work and ideas as if you had written them yourself, while unintentional plagiarism may arise due to confusion over how and when to reference another author or contributor.

The following acts constitute plagiarism unless the source of each quotation or borrowed material is clearly acknowledged or referenced (cited):

- Failing to adequately reference the work of others or sources of information
- Copying part or all of another person's work
- Submitting work that in part, or in its entirety has been copied from written material including electronic materials sourced on the internet

**Collusion** is the act of collaborating with someone else on an assessment exercise which is intended to be wholly your own work, or the act of assisting someone else to commit plagiarism. When working with others (collaborating) on a joint assessment, you must always acknowledge the work that any other participant has contributed to the project.

**Contract Cheating** is where a student commissions or seeks to commission another party (paid or unpaid) to produce academic work on their behalf. Contract cheating may occur when a student seeks help with their assessment task through an online company specialising in producing work for a fee, an unauthorised editing service that advertises via social media, or another student or non-student who has offered to help.

Breaches of academic integrity contravene the Student Code of Conduct Policy and are deemed unacceptable behaviours. If a breach of academic integrity is suspected, a full investigation is carried out which may result in an official warning, or in severe cases, the cancellation of enrolment. In all breaches of academic integrity, students are notified in writing and have the opportunity to ‘show cause’ by responding to the allegations in writing.

### **Access and Equity Policy**

Foundation Education’s access and equity policy ensures that there is equitable access to all available programs on scope. In no instance will there be discrimination towards any group of individuals in any form, inclusive of race, gender, political or religious beliefs, culture, sexual orientation, and/or disability, be it physical or intellectual.

### **Consent to Image Release**

Foundation Education may at times take photographs, record videos, and develop various marketing campaigns for use in promotional activities. These images and records remain the property of Foundation Education and will not be sold to any third party. By enrolling in a course, you are agreeing to allow Foundation Education to use and make reference to any images and recordings in which you have participated. This may include but is not limited to photographs, video recordings, voice recordings, and text extracts.

### **Privacy Policy and Notice**

Foundation Education respects your right to privacy. Our Privacy Policy & Notice (available at <https://www.foundationeducation.edu.au/privacy-policy-and-notice>) sets out how Foundation Education collects, shares and uses personal information about you. Foundation Education is committed to protecting your personal information collected through our website (<https://www.foundationeducation.edu.au/>), from industry partners, contractors to Foundation Education, or directly from you. Foundation Education reserves the right to periodically make changes to the Privacy Policy & Notice as required with updates available on the website. It is recommended that all consumers engaging with Foundation Education carefully read the Privacy Policy & Notice in full.

### **Recognition of Prior Learning and Credit Transfer Policy**

Recognition of Prior Learning (RPL) and Credit Transfer (CT) are available when applying for any of Foundation Education’s courses. The RPL process is an assessment of evidence of pre-existing skills and/or experiences mapped against the unit elements to determine whether you are already competent in one or more unit. Credit transfer can be applied if you have previously completed a particular unit or units of competency, for example if you hold a current First Aid Certificate, you may be eligible for credit transfer.

Once you have enrolled, Foundation Education will assess your application if you believe you may be a candidate for this process. If successful, you will be eligible for exemption from undertaking certain assessments within the course. Note that the terms of your contract, including tuition fees payable, will not be affected by the units of competency achieved via this RPL or credit transfer process.

Recognition of Prior Learning is intended for individuals who can demonstrate that they have current industry competencies or experience reflecting performance criteria in the unit/s for which they are applying for RPL. Note that this process can be lengthy, and it relies solely on the evidence and information that you submit. It is the students' responsibility to work through the unit/s of competency that you wish to be assessed and that provide relevant evidence. You are required to submit:

- (i) At least one formal qualification or where there is no formal qualification, and
- (ii) Two different pieces of evidence to demonstrate your competence.

When submitting your evidence, keep in mind that your evidence needs to be:

- **Current** – Does the evidence reflect your current skills?
- **Relevant** – Is your evidence relevant to the unit for which you are applying?
- **Authentic/Valid** – Does your evidence prove/demonstrate that you have the skills/knowledge/attributes/competency for the unit for which you are applying?
- **Sufficient** – Is your evidence sufficient to demonstrate that you are competent in the skills relevant to the unit for which you are applying?

Once you are enrolled and have expressed your interest in this process, you will be supplied with an RPL application kit as specific to your chosen qualification of study.

## Working With Children Check (WWCC)

Certain qualifications require students to undertake a Working with Children Check (WWCC) prior to undertaking their workplace demonstration and/or the completion of the course. All qualifications which require students to attain a WWCC, will be identified to students prior to enrollment. Students are liable for any associated cost with obtaining their Working with Children Check.

In the event the student is issued with a Negative Notice or unable to successfully attain a compliant check, their enrollment will be **cancelled affective immediately** and they will be withdrawn from the qualification. Furthermore, the student will not be issued with any unit of competency associated with children or special population people. The Student will be eligible for a refund on a pro-rata base taking into account how many units of competency have been accessed, duration of study and support accessed over the length of the enrolment. Student must advise Foundation Education immediately if they have any concerns or questions regarding their Working with Children Check.

## Contact Details

If you have any questions during your time studying with us, do not hesitate to contact our Student Support team who are available from 8.30 am until 6.00 pm Monday to Thursday AEST, and from 8.30 am until 5.00 pm on Fridays AEST.

**Phone:** 1300 13 01 57

**Email:** [student.services@foundationeducation.edu.au](mailto:student.services@foundationeducation.edu.au)