

# TERMS (VFH ONLY)

Ivy Institute, trading as Ivy College ('the College'), Registered Training Organisation 40718, delivers training and assessment services in principal and on behalf of the following partner organisations: Study Group Australia Pty Limited, RTO 5806 ('the RTO'); Accredited Courses Australia Pty Ltd (RTO code 90535) ('the RTO') & Australian Institute of Management Education and Training (RTO Code 0049) ('the RTO'). These terms and conditions apply to students enrolled in courses delivered by Ivy College for Accredited Courses Australia, Australian Institute of Management Education and Training and Study Group Australia Pty Ltd, as well as any courses delivered for and on behalf of Ivy College.

## Terms and conditions of enrolment

1. I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing indicated on the Application for Admission form ('the Application'). I agree that on acceptance of the Application by the College ('Acceptance'), the Acceptance will become the Contract of Enrolment ('the Contract') and further I agree to abide by the following terms and conditions of enrolment:
2. I agree that it is a condition of my enrolment that I achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.
3. I agree that I am required to use my best endeavours to meet the requirements of the course selected and to abide by the rules and regulations of the College. I understand that if I breach any of the College's rules or my behaviour is deemed unacceptable by the College, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to the College under the Contract as applicable at that time. (Information on the College's policies, rules and regulations is located on the website [ivy.edu.au](http://ivy.edu.au).)
4. I agree that all lessons and any related material supplied by the College are copyright, remain the property of the College and must be returned to the College on completion of the course. I understand that any unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).
5. Course fees do not include the cost of text books; while text book are not usually required I agree to purchase these where required by the College.
6. I agree to advise the College of any change of my address and/or contact details while I am enrolled in any course.
7. Ivy College maintains a Privacy Policy which can be viewed at [ivy.edu.au](http://ivy.edu.au). In addition to the provisions of this policy, I authorise the College to release administrative information concerning my performance at the College (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers. If I do not agree, I must advise the College in writing.

8. I understand that should a new version of the National Qualification be endorsed and released by the relevant authorities, the RTO must manage the transition of its students to the new version in accordance with the Australian Skills Quality Authority's directions and that this circumstance does not constitute Provider Default.
9. I acknowledge that I have read and understood the Complaints, Grievances and Appeals Policy outlined in this document, and published on the website [ivy.edu.au](http://ivy.edu.au)
10. I hereby acknowledge that I have read, understood and agree to the terms of the Withdrawals and Refunds Policy outlined in this document, and published on the website at [ivy.edu.au](http://ivy.edu.au)
11. I confirm that the terms and conditions have been made available to me prior to enrolling and understand that any variation of those stated terms and conditions of the Contract must be provided in writing and be signed by an authorised officer of the College.
12. I understand that in the event that acceptance of an offer to study at the College is as a result of an unsolicited sale, the applicant has a cooling-off period of 10 days, from the date of signing the Enrolment Application, to withdraw from the course at no financial penalty.

## **WITHDRAWALS AND REFUNDS POLICY – STUDENTS IN VET FEE-HELP ELIGIBLE COURSES**

### **All Delivery Modes**

1. I understand that I must apply in writing should I wish to cancel my enrolment in a VET FEE-HELP eligible course or withdraw from a Unit of Study, and that I will not incur tuition fees related to that Unit of Study until close of business on the relevant Census Date. The date the written notification is received by the College is the effective Date of Notification of Withdrawal.
2. I understand that if I transfer to another Unit of Study before close of business on the relevant Census Date the fees applicable to that new Unit of Study will apply, and that I am responsible for catching up on any training that has already been provided.
3. I understand that the Census Date is not less than 20% through each of the Study periods.
4. I understand that if I advise in writing of my wish to cancel my enrolment in a VET FEE-HELP eligible course or withdraw from a Unit of Study after the Census Date there will be no refund unless Special Circumstances apply. The Student Review Procedures for Re-crediting a FEE-HELP Balance can be found at [ivy.edu.au](http://ivy.edu.au) as can the Statement of VET Tuition Assurance.
5. I understand that if I wish to transfer to a different VET FEE-HELP eligible course, I must provide the College with a new Request for VET FEE-HELP Assistance Form 1296(A) prior to close of business on the relevant Census Date.

6. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## **WITHDRAWALS AND REFUNDS POLICY – STUDENTS IN NON VET FEE-HELP ELIGIBLE COURSES**

1. I understand that tuition fees paid for courses are not refundable after course commencement unless special circumstances apply.
2. I agree that applications for refunds must be made in writing and received by the Head of Student Engagement prior to the subject commencement date provided.
3. I understand that I may request to transfer course fees to a different subject/course enrolment subject to availability.
4. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. If special circumstances apply, the refund request will then be investigated and processed in accordance with the Withdrawals and Refunds Policy stated above. Notification of the outcome, including a refund if applicable, will be forwarded to me within 28 days of the College's receipt of the request.
5. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## **SINGLE SUBJECTS**

1. I understand that the College does not refund fees unless a single subject course is cancelled or unless there is proof of extenuating circumstances where it is not possible for a student to participate in the single subject course.
2. I understand that a transfer to a different single subject course may be granted prior to course commencement date, but that an administration fee of 20% of the initial single subject course fee will be applied. Also if there is a difference in price between the single subject courses, a transfer will incur an extra charge where the subsequent course is of greater cost. A refund for the difference in fees will be given where the subsequent course is of lesser cost.
3. All applications for refunds or transfers must be made in writing and are subject to the approval of the Head of Student Engagement.
4. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. The refund request will then be investigated and processed. Notification of the outcome will be forwarded to me within 4 weeks of the College's receipt of the request.
5. I understand that catch-up lessons will not be offered to course participants should lessons or study time be missed due to personal reasons.
6. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

# COMPLAINTS, GRIEVANCES AND APPEALS POLICY – ALL STUDENTS

In the event of a dispute between an individual student and the College, internal procedures are in place to facilitate the resolution of the dispute. Full details are published on the website [ivy.edu.au](http://ivy.edu.au).

1. IVY College will ensure fair and equitable management of complaints, grievances and appeals by providing a transparent, timely and consistent process for resolving complaints, grievances and appeals.
2. All students will be able to view this policy prior to enrolment and will be advised to read it at the commencement of a course with IVY College.

## Informal Complaints

All students and prospective students are encouraged to resolve grievances by bringing the matter directly to the attention of IVY College staff member concerned. If the student / prospective student is not satisfied with the outcome he/she may choose to lodge a formal complaint under this policy.

## Formal Complaints

Students and prospective students must submit their formal complaint in writing via email to: [complaints@ivy.edu.au](mailto:complaints@ivy.edu.au) or post to Complaints, Ivy College, Level 21, 580 George Street, Sydney 2000

It is essential that the following information is included in the email / letter:

- a. details of the complaint;
- b. supporting information that the complainant wishes to have considered;
- c. an explanation of the steps already taken to try to resolve the complaint informally and why the responses received are not considered satisfactory; and
- d. what the complainant thinks needs to be done to address his/her concerns.

1. Upon receipt of the formal complaint the Head of Student Engagement will respond to the complainant in writing and acknowledge receipt of the complaint. The date of this notification becomes the commencement date of the complaint process. An entry is created in the Complaints Log and this register is continually updated each step of the remaining procedure.
2. The complaint will be investigated by the Head of Student Engagement who will discuss the issues with the person(s) concerned. If the complaint is about the Head of Student Engagement it will be handed to the Director, Customer Success, who will follow the complaint through to a final solution.

3. The complainant will be provided with a written report of the steps taken to address the complaint within 21 days of the commencement date of the complaint process. If the complaint is upheld the Head of Student Engagement will immediately notify relevant staff to implement the actions required to resolve the complaint. If the complaint is not upheld then the complainant will be given a written explanation detailing the reasons for that decision. The complainant will also be advised of his/her right to access the internal appeals process if not satisfied with the outcome of the formal complaint.

The Head of Student Engagement will retain a written record of the complaint and its outcome.

## Appeals

1. If a student or prospective student is not satisfied with a decision made by IVY College he/she has 21 days from the date nominated in the written notification by IVY College in which to lodge an Appeal. This includes decisions relating to complaints outcomes and assessment appeals, as well as notifications of unsatisfactory academic progress, misbehaviour, refusals of transfer applications, and/or pending cancellation of enrolment.
2. Appeals must be lodged in writing via email to: [appeals@ivy.edu.au](mailto:appeals@ivy.edu.au) or post to Appeals, Ivy College, Level 21, 580 George Street, Sydney 2000.

It is essential that the following information is included in the email / letter:

- a. details of the decision that is being appealed;
- b. brief reasons why you believe the decision is wrong;
- c. any other information the student/prospect wishes to be considered.

1. Upon receipt of the written Appeal the Director, Customer Success will respond to the student / prospect in writing and acknowledge receipt of the Appeal. The date of this notification becomes the commencement date of the appeal process.
2. The Appeal will be considered by the Director, Customer Success, who may decide:
  - a. to make a determination based on the information provided; or
  - b. that there are insufficient grounds to take further action, thus concluding the consideration of the matter under this process.
3. The student / prospect will be advised in writing of the decision and the reasons for it within 14 days of the commencement date of the appeal process.

If the appeal is upheld the student / prospect will be informed of the action to be taken to resolve the matter. IVY COLLEGE will immediately implement any decision and/or action required.

If the appeal is not upheld the student / prospect may wish to seek external advice regarding other legal remedies.

## A summary of the external grievance procedures

A student enrolled in a VET FEE-HELP eligible course who wishes to lodge an external appeal or complain about a decision made by the College, may apply to the Administrative Appeals Tribunal (AAT) for review of a decision. He/she may have to pay an application fee; it depends on the circumstances. The application cannot proceed until the application fee has either been paid or waived. (The application fee is refunded when the review is completed if the AAT decides that it is finalised in the student's favour.) Further information about the Administrative Appeals Tribunal, including the required application forms and current costs, can be obtained from their website at: <http://www.aat.gov.au/AboutTheAAT/IntroductionToTheAAT.htm>.

Students who are enrolled in courses which are not VET FEE-HELP eligible who wish to lodge an external appeal or complain about a decision made by the College may take action under Australia's Consumer Protection laws by contacting the Office of Fair Trading in their state, or the Australian Skills Quality Authority on <http://www.asqa.gov.au/>. Depending on the circumstances of the case some bodies may require that the College's internal appeals process first be exhausted before making an external appeal. Also, within each state there are Dispute Resolutions Centres; details of these can be accessed through the links following:

<http://www.justice.qld.gov.au/justice-services/dispute-resolution>

<http://www.cjc.nsw.gov.au/>

<http://www.justice.vic.gov.au/wps/wcm/connect/DOJ+Internet/Home/The+Justice+System/Disputes/Mediation/>

## Credit Card Payments

Payment made by credit cards will attract a surcharge (Visa & Mastercard- 1.5%, American Express- 3%).

## Publicity

Students and their parents or guardians agree that the student's photo, video footage, details and achievements may be used for promotional purposes without written consent or notification. If you do not agree, please advise the College in writing.

## Changes to Arrangements

After course commencement, the College reserves the right to charge an Adjustment Fee of AU\$150 each time course details for a non-VET FEE-HELP eligible course are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses or to single subject courses.

## Services

The College reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond the College's control necessitate such changes or where the level of enrolments does not reach the minimum numbers required to operate a course viably.

## CHANGE History

Version V1.6

Approval date 05.07.2016

Approved by Change CEO New terms and conditions of enrolment

Ivy Institute Pty Ltd trading as Ivy College RTO Code 40718 delivering on behalf of Accredited Courses Australia Pty Ltd RTO Code: 90535; Australian Institute of Management Education and Training RTO Code; 0049 & Study Group Australia Pty Limited RTO Code: 5806