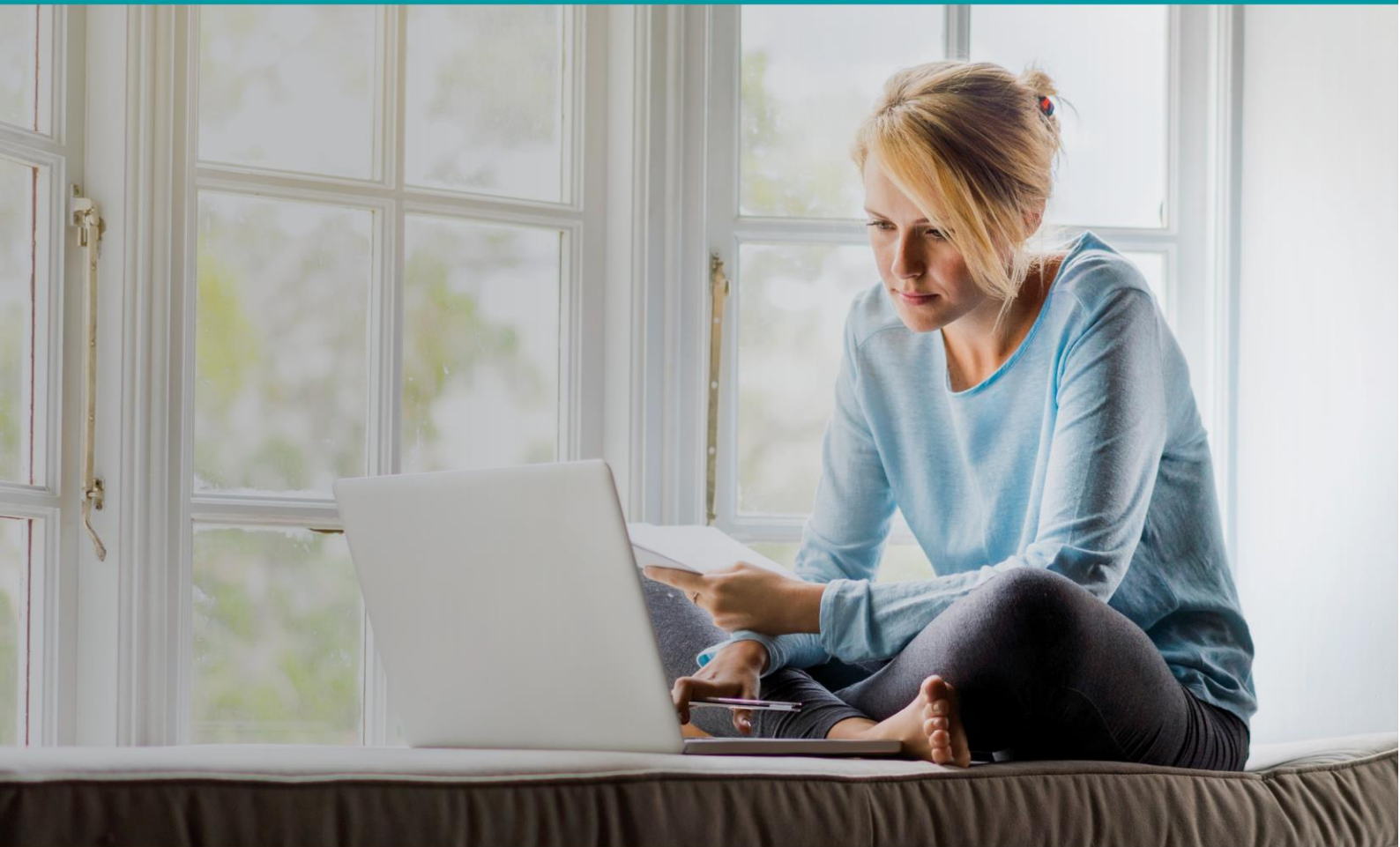


# Student Information Handbook

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**Terms & Conditions Included**



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## Introduction

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

Foundation Education reserves the right to update the terms and conditions outlined in this Student Handbook at any time. 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 behaving fairly, reasonably, and ethically in all 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 students carefully read the Terms and Conditions within this Handbook. Students 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's primary objective is to support, educate and graduate all learners. Throughout a student's study journey, Foundation Education provides ongoing learning through support services such as 1-1 coaching calls, competence calls, email services, general phone support and live chat. Dedicated Student Support Officers, Education Specialists and Trainers and Assessors are available to support students throughout their enrolment and encourage all learners to contact Foundation Education frequently. It is considered the student's responsibility to contact Foundation Education when support is required, however, Foundation Education are passionate about all learners succeeding and will communicate with students regularly via text, email and phone when required. To ensure learners remain engaged, Foundation Education will send learners inactivity notifications and communicate where the learner may be falling behind on their nominated study plan.

### Barriers to Course Completion

Before students commence their studies, it is important to identify any potential barriers that might prevent them from successfully completing their qualification. It is the learner's responsibility to notify Foundation Education of these at enrolment (or during your course) to allow Foundation Education to provide 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 fee 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):

- Microsoft Windows 10 or later, Mac OS X or later.
- Operating system up to date.
- Internet speed ADSL2, T1/T2, cable, or NBN. Dial-up access is not suitable and should not be used.
- Latest version of one of the following browsers: - Google Chrome (most compatible with My eCampus), Mozilla Firefox.
- Adobe Acrobat Reader, Microsoft Word (for PC) / Pages (for Mac), Zip-ware to extract zip files (such as win zip or 7-zip)
- Computer
- Speakers or headphones
- Easy access to a 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 have a dedicated Student Services Department to assist students with their individual learning needs. Our Student Support Officers (SSO) provide support which assists students to stay on track.

Foundation Education sends students regular assessment reminders to ensure they 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 industry leading education specialists and dedicated trainers and assessors who are available to support students throughout their studies. Upon request, students can schedule one-on-one coaching sessions via phone that allows learners the dedicated time with a trainer to discuss where they may need guidance and support with assessment and course curriculum. Outside of coaching calls, Foundation Education's education specialists are available via live chat, phone and email.

## **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, MyeCampus, as well as how to access specialist student support.

## **Education Study Plan**

Students can generate their own personalised study plan in MyeCampus. 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 to 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

### MyeCampus

Students are provided with access to the theory component of the course through our industry leading Learning Management System (LMS) MyeCampus. Students are provided with a unique login, so work is protected and only accessed by the individual. MyeCampus 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 MyeCampus'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 MyeCampus is the interactive learning resources, which makes doing your course even more fun!

### Dual Branded Course Materials

Throughout your enrolment with Foundation Education, you may notice some course materials will display both the logo for Foundation Education and the Australian Institute of Personal Trainers (RTO 32363). Please be aware that as a student you have entered into a contractual agreement for enrolment with Foundation Education. All training, assessment and support services will be provided solely by Foundation Education.

### 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.

### Individual Support Plans & 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 and relevant funding agreements 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 all learners through to successful graduation. 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.

In certain cases where students access funding during their enrolment, it may be a mandatory requirement for them to undergo and successfully complete a Language, Literacy, and Numeracy (LLN) assessment and understand an additional support assessment. This assessment aims to ensure that students possess the necessary skills to effectively engage with their chosen course of study

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

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

Foundation Education will request all prospective learners provide their USI prior to enrolment. To quickly and easily apply for a USI, learners can visit [www.usi.gov.au](http://www.usi.gov.au). If for any reason a learner cannot provide a USI at point of enrolment, Foundation Education's student services team will continue to follow up via email until learners have provided their USI in full.

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 recognised 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.

Important to note, if we do not have a verified USI on file for a student, we will not be able to report the student's training records to the USI Office, which means this information will not appear in the student's USI account.

Please note where a student is exempt from providing a USI, the student must provide confirmation of this from the Office of the Student Identifiers Registrar (OSIR) to Foundation Education. If the exemption evidence is accepted by Foundation Education, the student understands that their training results will not be accessible through the Commonwealth and will not appear on any authenticated VET transcript prepared by the Registrar.

## 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. Please note that handwritten submissions are not accepted for regular assessment. All assessments must be typed for clarity and consistency. However, we understand that some students may have special needs that require accommodation. In such cases, students should seek permission for handwritten submissions prior or at the time of enrolment so appropriate consideration, arrangement and agreement can be made to ensure a fair and accessible learning environment.
- 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.
- The ability to locate and dedicate time to securing a workplace provider and undertake all practical requirements stipulated by the training package requirements

## 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.

## 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, including but not limited to relocation to overseas or change of permanent residential address, phone number and email address. Keeping this information up to date is crucial for effective communication, timely updates, and ensuring that students receive important notifications and support from Foundation Education.

## Foundation Education's Rights and Obligations

As a Registered Training Organisation we are required to comply with the National VET Regulator Act 2011. This involves meeting a series of Standards that ensure that the training and assessment and support services are provided to students in accordance with nationally mandated standards. Foundation Education is committed to high standards for vocational education and training services and will ensure that:

- Prospective students receive accurate and clear information about training services to ensure they can make informed decisions.
- Students will be informed of any changes to the agreed services as soon as practicable.

- Students are supported throughout their enrolment journey.
- Students are provided with access to high quality Trainer and Assessors and Subject Matter/Industry Experts.
- Upon successful completion of nationally recognised training, students will be issued with relevant certification in accordance with the Australian Qualification Framework (AQF).
- 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.
- As part of Foundation Education's commitment to provide clear communication and timely feedback, assessments will be returned within 14 business days, and general inquiries will receive a response within 2 business days. If students do not receive a response within these timeframes, they reserve the right to raise a formal escalation for priority support.

**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 the 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 a learner elects to pay for your course via a payment plan, they will be charged additional fees by a third party. A copy of their terms and conditions will be emailed to them as part of their 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.
- If a learner has opted to enrol utilising a third-party payment plan provider to subsidise their studies, students are subject to the terms and conditions provided at point of enrolment by this third-party. A minimum late fee of \$ 14.95 will incur if the student's payment terms are dishonoured to the third party.
- Printed copies of the AQF Certification documentation such 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. Students are allowed to print out, however, they are not permitted to sell or commercialise the information contained within as this would be considered as a breach of Copyright legislation.

## Extension Pricing

Extension Month	Full Upfront
1 month	\$450.00
2 months	\$575.00
3 months	\$775.00
4 months	\$890.00
5 months	\$1,050.00
6 months	\$1,125.00
7 months	\$1,190.00
8 months	\$1,250.00
9 months	\$1,390.00
10 months	\$1,415.00
11 months	\$1,430.00
12 months	\$1,450.00
12+ months	RTO's follow strict training package rules. To ensure you are enrolling into a qualification with the full period not at risk of a transition, please contact student services to discuss extensions greater than 12 months.

These extension prices reflect the minimum payable amount based on a full upfront agreement. These prices may vary dependent on the payment plan or third-party provider learners opt to subsidise the extension term.

## Working With Children Check

When undertaking a qualification that requires learners to obtain a working with children clearance, learners may incur additional fees on top of their enrolment fees for obtaining the necessary checks and clearances. It is important for learners to verify the specific costs and requirements with their relevant state or territory department of child services or Blue Card services department, as these can vary. Checking with the appropriate authorities will ensure learners have the most accurate and up-to-date information regarding the fees and further training that may be associated with working with children checks in your state or territory.

## Work Placement and Practical Hours

In a qualification that includes practical hours, or for voluntary requirements, learners may incur additional fees from the workplace providers for items such as uniforms, travel, and other job-related expenses. These fees are the responsibility of the learners and are not included in a learners' tuition fees. When sourcing a placement provider or undertaking voluntary work, it is essential for learners to review the agreement and consult with the proposed employer to understand the full extent of any potential additional costs. Being informed about these fees will help learners ensure there are no unexpected expenses related to the workplace requirements.

## Cooling-off Period

### Solicited Consumer Agreements

Where you have invited negotiations for the purchase of a Foundation Education training product, for example, you have expressed interest in our courses or have contacted one of our salespeople 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 week</i> .
Tuesday	the Sunday of <i>that same week</i> .
Wednesday	the Monday of <i>the following week</i> .
Thursday	the Tuesday of <i>the following week</i> .
Friday	the Wednesday of <i>the following week</i> .
Saturday	the Thursday of <i>the following week</i> .
Sunday	the Friday of <i>the following week</i> .

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

Information pertaining to the refund of course fees will be in line with enrolment type. The refund policy will differ depending on the Funding or Fee for Service (FFS) payment type, and Traineeship or Fee for Service enrolment type.

The following information pertains to Fee For Service enrolments and Fee For Service Traineeship enrolments. For further information regarding Traineeship enrolment, cancellations and refunds, please see [traineeship handbook link].

### Cancellations and Withdrawals Within Cooling-off Period for FFS Enrolments

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 for FFS Enrolments

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.

### Refund Eligibility

There is no refund applicable where a student has commenced their course/unit.

There is no refund to participants who do not obtain their qualification after assessment.

There is no refund for recognition of prior learning assessments after enrolment, where Recognition resources and services have been supplied to the student.

### Cancellations and Withdrawals Within Cooling-off Period for Funded Enrolments

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 for Funded Enrolments

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

#### **How to apply:**

With regard to all withdrawals, Foundation Education will firstly encourage a student to explore another course available that may be relevant to their career goals and enrol into another course, prior to assessing refund applications.

Written notification of withdrawal from a training program must be provided by a student to apply for a refund for a course. This may be via letter or email.

#### **Where a refund has been approved:**

Payment of all refunds is made within 28 days of application for refund.

Foundation Education does not accept liability for loss or damage suffered in the event of withdrawal from a course by a student. Foundation Education provides a full refund to all students, should there be a need for Foundation Education to cancel a course. In the first instance Foundation Education will (where possible) provide an opportunity for the student to attend another scheduled course.

### **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 one business day 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

## 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 regarding 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. Eligibility criteria will be assessed as per the training package rules and requirements. 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.

- 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.

For learners experiencing financial hardship – please email the student resolutions team at [student.resolutions@foundationeducation.edu.au](mailto:student.resolutions@foundationeducation.edu.au). The student resolutions team will send you a financial hardship application that will need to fill out, with all outlined supporting documentation.

## **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 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.

## Credit Transfers

Credit Transfer (CT) are available when applying for any of Foundation Education's courses. Foundation Education can accept and provide credit to learners for units of competency and/or modules completed through a different RTO that is/are evidenced by an Academic or USI Transcript, unless licensing or regulatory requirements prevent this.

Prior to enrolment students will be asked if they are seeking and/or eligible for any potential credit transfers. Once enrolled, Foundation Education will assess the application. If successful, the student will be eligible for exemption from undertaking certain assessments within the course. Note that the terms of the contract, including tuition fees payable, will not be affected by the units of competency achieved through this process.

## Recognition of Prior Learning

Recognition of Prior Learning (RPL) is a process that provides a student with recognition for formal and non-formal training as well as life/work experience. Learners who believe they already have some of the competencies in the course may apply for RPL. If the application is successful and results in a shorter course duration.

Application can be made using the "RPL Application Form". If the application is successful and results in a shorter course duration.

RPL timeframes are as follows:

- If the student enrolls in a funded qualification (i.e.) Traineeship, Smart and Skilled, Higher level Skills or Certificate 3 Guarantee etc. then the student must apply for RPL within the first 3 months of their enrolment.
- For all other enrolments such as Fee for service, the student has up to 3 months from the date of their enrolment to request RPL to be undertaken.

Evidence that can be used to support an application for course recognition can include:

- A detailed resume
- Letters from employers
- An interview with the Assessor
- Work skills or knowledge
- Paid or unpaid work experience
- Life experience
- Community work experience.

Course recognition will be granted if the student can:

- Provide sufficient evidence of relevant prior learning or experience
- Demonstrate the competency/competencies required for the course



- Present valid results of assessment or qualification.

Course recognition will not be granted if the student:

- Cannot provide sufficient evidence
- Is unable to demonstrate the competency/competencies required for the course.

## Working With Children Check (WWCC)

Certain qualifications may require students to undertake a Working with Children Check and hold a Working with Children Check Clearance (WWCC Clearance) prior to undertaking their Work Placement.

If students wish to undertake Child-related Work as part of their Work Placement, they will be required to apply for and obtain, at their own cost, a WWCC Clearance prior to the commencement of their Work Placement.

All qualifications which require students to attain a WWCC or equivalent, will be identified to students prior to enrollment. Students should also check with their Work Placement organisation to determine whether they will be required to hold a WWCC Clearance to comply with organisational policies and procedures of their Work Placement.

Students who nominate to undertake Child-related Work as part of their Work Placement, or who are required to hold a WWCC Clearance by their Work Placement organisation, will be required to upload their WWCC Clearance to the Learning Management System to gain access to the practical component of the course.

In the event the student is issued with a Negative Notice or unable to successfully attain a compliance check, their enrollment will be **cancelled, effective 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. The students must advise Foundation Education immediately if they have any concerns or questions regarding their Working with Children Check.

No student will be allowed to undertake Child-related Work as part of their Work Placement if they do not hold a WWCC Clearance.

If a student does not intend to undertake Child-related Work as part of their Work Placement, they will be required to declare that they understand their obligations with respect to the Working with Children Check and they have determined they will not require a WWCC Clearance. The WWCC Clearance must be provided to Foundation Education for the student to gain access to the practical component of the course.

Processing times for obtaining a WWCC Clearance will vary. Foundation Education will not be responsible for a student being unable to commence their Work Placement in circumstances where the student did not apply for a WWCC Clearance within sufficient time to enable the WWCC Clearance to be obtained prior to the Work Placement.

Each state and territory have different requirements that will need to be met.

Please refer to our S5.0-PL003 Child Safe Policy FE for more information as to how we seek to create and maintain a child safe and friendly environment.

## **COVID-19 Vaccination Policy**

Foundation Education does not have a COVID-19 Vaccination Mandate for our students. Workplace Health and Safety (WHS) and Public Health Orders regarding mandatory COVID-19 Vaccination are implemented, governed, and enforced at the State/Territory Government level. Students are encouraged to check with their relevant Government Department prior to their enrolment to ensure they will be able to fulfil any practical requirements of their chosen qualification and industry. No refund or waiver of course fees will apply where students are not able to access an appropriate workplace to complete their practical assessment requirements due to Government Mandated COVID-19 Vaccination requirements.

## **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 Friday AEST, and from 8.30 am until 5.00 pm. Please note – Foundation Education are closed for national public holidays such as Christmas Day, Boxing Day, Good Friday and New Years Eve.

**Phone:** 1300 13 01 57

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