

Accredited Program Terms and Conditions



ENROLMENT

Census date

The census date is the last date in the study period to defer or withdraw from a program without incurring a financial liability. For EnerTrain programs, the *census date is the program start date*.

Responsibilities

EnerTrain is responsible for:

- Providing students with accurate, timely and sufficient program, fee and enrolment information to:
 - enable them to make an informed choice about the most suitable learning pathway; and
 - to identify and address any individual needs.
- Advising students on their program selection, including:
 - making recommendations about which program is suitable to achieve their required outcomes;
 - providing information about any program pre-requisites and co-requisites;
 - making recommendations about which completion pathway best suits a student's existing skills, competencies and learning requirements;
 - the availability of recognition of prior learning (RPL) and credit transfer to suitable candidates;
 - the qualification or program requirements; and
 - study requirements.
- Providing advice regarding enrolment, deferral and withdrawal via the [Student Handbook](#).
- Providing access to all student-related policies in the [Student Handbook](#).
- Providing written terms and conditions for enrolment into an accredited program (this document).
- Correcting any enrolment errors found through the EnerTrain quality assurance processes or as notified by a student or EnerTrain staff member.
- Ensuring students are not enrolled in, and do not incur a financial liability for, a program they did not agree to.
- Intervening with appropriate support and actions if there are concerns with a student's enrolment, attendance or participation.

Students are responsible for:

- Accessing program and enrolment information.
- Seeking program selection and planning advice.
- Enrolling by the program enrolment deadline.
- Ensuring their personal and contact details are current on any enrolment documentation.
- Checking to ensure their enrolment is correct and meets any pre-requisite or co-requisite requirements.
- If necessary, amending any incorrect enrolment details prior to the program census date.
 - Note: Failure to advise EnerTrain about any incorrect enrolment details by the census date may result in academic and/or financial penalties.
- Advising EnerTrain of any changes to their personal and contact details by the program census date or as soon as practicable.
- Advising EnerTrain of any errors or omissions on any documentation they receive from EnerTrain.
- Clarifying who is responsible for payment of the program and getting appropriate authorisation if required.
- Paying their enrolment deposit and program fees by their due dates.
- Submitting the required forms when applying for deferral or withdrawal from a program and providing the required supporting documentation.

Accredited Program Terms and Conditions



- Ensuring they have an accurate understanding of what the deferral or withdrawal represents to their study options as well as its financial implications.
- Regularly checking their email account for correspondence from EnerTrain.
- Being familiar with, and abiding by, EnerTrain policies in the Student Handbook as a condition of their enrolment.
- Attending and participating in all required program learning and assessment activities.
- Completing all program requirements within any specified time frames.

Deferral

- Students may apply to defer from a program they have enrolled in, to a future program.
- Students can defer their studies without incurring any financial liability, any time prior to the program start date.
- Students are unable to transfer any paid fees or receive any refunds if they apply to defer their studies on, or after the census date.
- If students apply to defer before the census date, and their deferment is accepted by EnerTrain, their paid enrolment deposit and/or program fee may be transferred to their replacement enrolment, in a future program or fully refunded (see Refunds below).
- Students who defer on, or after, the census date may apply for a refund under the 'Special Circumstances' provisions, if their decision to defer is based on unexpected or extenuating circumstances.
- Students must request to defer their studies in writing.
- The maximum period of deferment is one (1) year.
- Applications for deferral are accepted at EnerTrain's discretion.

Withdrawal

Students can withdraw from a program without incurring financial liability as follows:

- prior to the census date; or
- on or after the census date, with special permission from the CEO, with a 'Withdrawn Discontinued' notation recorded on their student record.

If a student withdraws from a program before the census date, any payments already made will be automatically refunded, minus the non-refundable administration fee. The refunded amount generally includes: the enrolment deposit (due at enrolment) and the program fee (due at program start date).

If a student withdraws from a program on, or after, the census date and they have paid program fees, all paid fees will be forfeited and no refund is applicable.

Students who withdraw on or after the census date may apply for a refund under the 'Special Circumstances' provisions if their decision to withdraw is based on unexpected or extenuating circumstances.

The Request to Defer Form and the Request to Withdraw Form:

- are available:
 - on the EnerTrain website at <https://www.enertrain.com.au/handbooks-forms-surveys> or
 - by request to EnerTrain via telephone or email at admin@enertrain.com.au
- must be submitted to EnerTrain by email to admin@enertrain.com.au

Accredited Program Terms and Conditions



FEES

Responsibilities

EnerTrain is responsible for:

- Providing accurate and accessible information to students about fees, including:
 - the program enrolment deposit (if applicable);
 - all program fees;
 - the program payment schedule including payment due dates; and
 - any other fees and charges.
- Publishing all applicable student fees as required under relevant legislation.
- Providing accessible payment methods for students.
- Ensuring any non-program fees meet legislative requirements relating to incidental fees and charges.
- Ensuring fair and equitable processes for issuing program fee refunds to students in accordance with relevant legislation and EnerTrain policy.

Students are responsible for:

- Ensuring all information provided for enrolment and fee collection is accurate, including enrolment records and personal information.
- Reading and acting on information about fees (including invoices) in a timely manner.
- Paying all fees and charges by the specified due date.
 - Note: Failure to pay outstanding fees may result in the cancellation of a student's enrolment.

Fee payment

Payment of program fees and other fees and charges by their due date is a condition of a student's enrolment.

Failure to pay all program fees owing, by the deadline, may result in a student being prevented from:

- being issued a qualification Testamur, Transcript of Results or Statement of Attainment upon graduation from an EnerTrain program; and/or
- enrolling in further programs/courses with EnerTrain.

EnerTrain will notify a student who fails to pay their fees by the required deadline, of the intention to cancel their enrolment and will list any penalties that apply as per the list above.

Program invoices are provided to students or their employers (as appropriate) via email.

Payment of the enrolment deposit is required *prior to the program start date*. There is a non-refundable administration cost included in this enrolment deposit – see the program pricing information available on the EnerTrain website.

Purchase orders for account holders are required *prior to the program start date*.

Fee payments must be paid according to the payment schedule available on the EnerTrain website.

Available payment methods are: electronic funds transfer (EFT); credit card; and cheque.

Payment instructions are provided at enrolment and are available on the EnerTrain website.

REFUNDS

Refunds due to overpayment

If a student has overpaid an invoice issued by EnerTrain, the student will receive a refund to the value of the overpayment, within 10 working days of the overpayment.

Refunds and the census date

Refunds of program fees will be granted based on any amendment to enrolment on, or before, the census date. The *census date is the program start date*.

Refunds will not be made for program fees or other fees and charges paid by students who withdraw on, or after, the census date. These students are liable for the full program fee amount even if they subsequently withdraw during the program study period.

Refunds due to deferral

Students can defer their studies without financial liability, any time prior to the census date.

If students apply to defer before the census date, and their deferral is accepted by EnerTrain, they may transfer their paid enrolment deposit and/or program fees to their replacement enrolment in a future program, or have any payments already made automatically refunded, minus the non-refundable administration fee. The refunded amount generally includes: the enrolment deposit (due at enrolment) and the program fee (due at program start date).

Students who apply to defer their studies on, or after, the census date are unable to transfer any paid fees, or receive any refunds to.

Students who defer on, or after, the census date may apply for a refund under 'Special Circumstances' provisions, if their decision to defer is based on unexpected or extenuating circumstances.

Refunds due to withdrawal

If a student withdraws from their program before the census date, any payments already made will be automatically refunded, minus the non-refundable administration fee. The refund generally includes: the enrolment deposit (due at enrolment) and the program fee (due at program start date).

However, if a student withdraws from a program on, or after, the census date and they have paid program fees, all payments will be forfeited and any refund is not applicable.

Students who withdraw from a program on, or after, the census date may apply for a refund under 'Special Circumstances' provisions, if their decision to withdraw is based on unexpected or extenuating circumstances.

Refunds under special circumstances

There are special circumstances under which students may be eligible to receive a refund for any pre-paid program fees related to training/assessment they have not yet undertaken.

To be eligible to apply for a refund due to special circumstances the student must:

- have remained enrolled in the program after the census date; and
- not have successfully completed the program requirements.

Students applying for a refund due to special circumstances must demonstrate that the circumstances were:

- beyond their control;
- did not make their full impact known until on or after the census date; and
- were such that they made it impracticable to complete the requirements for the program.

Accredited Program Terms and Conditions



Special circumstances may include:

- sudden serious illness or hospitalisation;
- documented medical conditions causing an inability to continue study;
- significant financial hardship causing an inability to continue paying for the program;
- death in the family or other crisis that causes inability to continue the program; and/or
- bankruptcy.

Supporting documentation

When a student applies for a refund of fees under special circumstances:

- the student must submit a written application using the EnerTrain [Refund Request Form](#); and
- supporting documents must be provided.

Failure to provide supporting documentation will result in the student's application not being assessed, as privacy laws prevent EnerTrain from obtaining information about the student's circumstances from a third party without the student's written consent.

Documentary evidence must be originals or Justice of the Peace certified copies of original documents.

Refunds related to termination of services or failure to provide services

Students have the right to obtain a full refund of fees paid for services not provided by EnerTrain if:

- the contractual agreement is terminated early by EnerTrain; or
- EnerTrain fails to provide the agreed services.

Refunds when conditions of enrolment are breached

Students who breach the Conduct Policy or Discipline Policy or any other policy provided to students in the [Student Handbook](#), or who are suspended or expelled from their program, are not eligible for a refund of fees as adherence to EnerTrain policies and procedures is a condition of enrolment.

Refund amounts

Following are the levels of refund available depending upon timing during enrolment:

Timeframe or situation	Refund as % of fees paid
Prior to census date	100% of enrolment deposit (less non-refundable administration fee) plus 100% of the first program fee in the payment schedule - see EnerTrain website for program fee amounts.
After census date, with no 'special circumstances'	0% of any fees paid.

Accredited Program Terms and Conditions



Timeframe or situation	Refund as % of fees paid
After census date, under 'special circumstances' conditions	100% of any pre-paid training/assessment not yet undertaken.
The contractual agreement is terminated early by EnerTrain	100% of all fees paid.
EnerTrain fails to provide the agreed services	100% of all fees paid.

Requesting a refund

To request a refund, students must lodge a written application to EnerTrain using the [Request For Refund Form](#) available from the EnerTrain website or request the form via admin@enertrain.com.au.

The completed form must be submitted to admin@enertrain.com.au.

Requests for refunds will be processed within 10 working days of receiving the request, unless a written request to transfer enrolment to another program is received from the student during this period.

Refund complaints

The EnerTrain [Complaints Policy](#) in the [Student Handbook](#) outlines the appeal mechanism available to students who are not satisfied with determinations made by EnerTrain regarding refunds.

However, the availability of EnerTrain complaints processes does not remove the right of the student to take action under Australia's Consumer Protection Laws.

Students may lodge a formal written complaint to EnerTrain using the online [Complaints Form](#) available on the EnerTrain website or request a printable form via admin@enertrain.com.au.

DISCLOSURE OF INFORMATION

EnerTrain may collect personal information about students (including sensitive and additional information that may be collected during the program of their study and during their dealings with EnerTrain) for the purposes of:

- enrolling students in their selected program; and
- managing student participation in their enrolled program.

EnerTrain may seek verification directly from the source of documentation that students have provided to support their enrolment application.

EnerTrain collects information for the purposes of processing student applications, as well as lawfully providing student data and reports to a number of Commonwealth and State government departments and authorities when requested, and, with student approval only, to their employer (where applicable).

Students may be contacted by the national VET Regulator ASQA (Australian Skills Quality Authority) for the purpose of gathering feedback on EnerTrain's performance as a RTO. This contact may be facilitated through EnerTrain and may involve the completion of an online survey or other feedback methods as required.

EnerTrain will not provide student details to any other parties without obtaining the student's prior written consent.

Students have the right to access their personal information which EnerTrain holds about them, subject to exceptions in relevant privacy legislations.

QUALITY AND CERTIFICATION COMPLIANCE

As a Registered Training Organisation (RTO) EnerTrain is responsible for the quality of training and assessment delivered to students in compliance with the *Standards for RTOs 2015*. EnerTrain is also responsible for the compliant issuance and maintenance of all student Australian Qualification Framework (AQF) certification documentation in accordance with the *Standards for RTOs 2015*.

Accredited Program Terms and Conditions



AQF certification will not be issued to students unless they have:

- satisfactorily satisfied all conditions of enrolment;
- completed all program requirements;
- achieved 'competent' outcomes for all relevant units of competency;
- paid all program fees; and
- provided a verifiable Unique Student Identifier (USI) to EnerTrain (if exemptions do not apply).

AQF certification will not be issued to employers of EnerTrain students unless permission to do is provided in writing by the student. This optional permission is available on the [EnerTrain Accredited Program Enrolment Form](#).

TRAINING GUARANTEE

EnerTrain does not guarantee that:

- a student will successfully complete a training product on its scope of registration;
- a training product can be completed in a manner which does not meet the requirements of the *Standards for RTOs 2015*; or
- a student will obtain a particular employment outcome where this is outside the control of EnerTrain.

PROVIDER DEFAULT

In the event that EnerTrain cancels a student's enrolment due to provider default, students will be notified in writing and given the option to:

- transfer their enrolment to another EnerTrain program or study period; or
- be offered a place in a similar program leading to a comparable qualification with another nominated institution:
 - with full credit for subjects successfully completed at EnerTrain; and
 - without any requirement to pay the new provider any fees for replacement subjects that the student commenced with EnerTrain but did not complete because the subject ceased to be offered.

CHANGES TO AGREED SERVICES

Where there are any changes to agreed services, EnerTrain will advise students as soon as practicable, generally within five (5) working days.

Changes related to training delivery may include but are not limited to:

- training venue;
- training dates;
- training start or end times; or
- trainer/assessor.

Changes relating other relevant information may include:

- policies or procedures;
- existing third party arrangements;
- any new third party arrangements; or
- a change in ownership.

THIRD PARTY ARRANGEMENTS

EnerTrain does not use third parties for the delivery of services on its behalf.

In the case that EnerTrain did use third parties for the delivery of services on its behalf, a written agreement would be in place which would be systematically monitored to ensure compliance.