

SERVICES AGREEMENT



Course Information

Your enrolment into this course is considered confirmed once you sign and return this Services Agreement (SA), pay any applicable deposits/fees. The date on which this agreement is signed is confirmed as being your official date of enrolment.

Key Information About Your Course

Qualification currency	Diploma
Recommended Duration	12 months
Delivery location	National
Modes of delivery	Online
Number of classes per week	Self-Paced
Recommended study hours per week	10
Work placement arrangements	N/A

** Please note that changes to your course such as recommended study hours, extended duration, change to class times and dates or change of trainer may occur from time to time, these changes will be communicated to you as they occur. Fluent Education will do its best to ensure that any changes made will cause minimal disruption.

Course Costs

You are eligible for a place in this course. Course costs are outlined in the Enrolment Pack email sent to you at the time of you paying your application fee.

Listed below is the date that you are scheduled to commence your course, and the date that you are able to withdraw from the course without any financial penalties.

Commencement date	Upon access to the Fluent Education Learning Management System (LMS) environment
Cancellation without penalty date	The 30th day after first access to the Fluent Education LMS

Other Important Information That You Need to Know

You can find important information on our website www.fluent.edu.au/forms which includes information about:

- Our Student Handbook
- Refund Policy – website
- Complaints and Appeals policy
- Our Privacy Policy

Your Obligations

You are expected to:

- Provide accurate information to Fluent Education
- Treat everyone in the learning environment and social media (private and public) groups with respect and courtesy
- Attend scheduled course activities and submit assessment tasks on time (unless unforeseen or exceptional circumstances arise). If you are not able to submit an assessment on time, you are required to seek an extension from Fluent Education.
- Ensure the proper use of copyright materials
- Accurately acknowledge any references to other people's work or ideas in your assessments (you must not plagiarise other people's work)
- Ensure that activities relating to your course are conducted ethically, safely and legally and do not place yourself or others at risk of harm
- Let your trainer know if you need additional help to complete your studies
- Update your contact details if they change

Terms and Conditions of Enrolment

Refund Policy

- I acknowledge that the Fluent Education refund policy is available on their website. www.fluent.edu.au/forms
- I confirm that I have been afforded the opportunity to read and review the refund policy and clarify any areas required
- I accept and acknowledge the terms and conditions outlined in the refund policy

Payment Plans

As per the Standards for Registered Training Organisations' (RTOs) 2015, Clause 7.3:

- Fluent Education may accept payment of \$1500 from each individual student prior to the commencement of the course. (Before day 1)
- The date set for 1st payment must be met as agreed to and as stated in the **'Pay as you learn' section of the Enrolment Pack Email**. Where this payment is not made student access to Fluent Education's Learning Management System (LMS) will be suspended. A Statement of Attainment would then be issued for the Units that were paid for as part of the deposit and successfully completed up to this time.
- The date set for final payment must be met as agreed to and as stated in a **'Pay as you learn' section of the Enrolment Pack Email**. Where this payment is not made students may not be allowed to continue their training past this date at the discretion of management. A Statement of Attainment would then be issued for the units that were paid for through the deposit and other payments made where applicable and successfully completed up to this time.

Course Fees

- All course fees and charges are payable in Australian dollars (AUD\$) and must be paid in full prior to a student attaining their Qualification or Statement of Attainment.
- All fees and charges must be paid in advance, by the date shown on the outstanding Invoices prior to any student attaining their Qualification or Statement of Attainment.
- Payments can be made by Visa, MasterCard or financial payment plans arranged directly with Fluent Education.
- If a third party is paying any or the whole amount of your course fees, an "Authority to Invoice" or similar documentation must be obtained by our student support staff prior to commencement date of your course. Fluent Education accepts no responsibility for the delays or other factors associated in obtaining this documentation.

- Replacement qualification certificates will be provided at a cost of \$25.
- By signing this agreement, you have been made aware of the following fee information by Fluent Education:
 - the total amount of all course fees, administration fees (if applicable), materials fees and any other charges;
 - payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
 - the nature of the guarantee given by Fluent Education to complete the training and /or assessment once the student has commenced study in their chosen qualification or course.
- Fluent Education gives a guarantee that with the exception of unforeseen circumstances beyond its control, every effort will be made to deliver training and assessment services and meet desired qualification outcomes as agreed. Where cancellation has occurred prior to the commencement of a course due to organisational or external constraints that are no fault of the student all monies paid are to be fully refunded. Where cancellation has occurred after the commencement of a course due to organisational or external constraints that are no fault of the student all monies paid for the portion of study not yet completed are to be fully refunded.

Prepaid fees

- For course fees paid up-front, but below \$1500, students should be aware that there is no formal protection in place and students will be responsible to seek a refund for these fees directly from Fluent Education, if Fluent Education fails to provide the agreed services. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

Record keeping

It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from their education provider.

LLN Details

Language, Literacy and Numeracy (LLN) and Computer Skills

- I understand and agree that my Language, Literacy and Numeracy (LLN) and computer skills must be evaluated prior to my enrolment being finalised.
- I understand and agree that my current computer skills and LLN levels will be fairly assessed whilst completing this enrolment process. The Enrolment Officer from Fluent Education will discuss my assessment and I agree to any support strategies as required to aid me in completing my desired qualification with Fluent Education.
- I understand that these strategies may include external support and that entry into training courses may not be permitted until sufficient computer skills and / or LLN levels are shown. I understand and agree that this assessment form may be shown to third parties in order to secure any external support I may need.
- I have been provided with suitable information on the course structure and units of competency and agree that the Training Plan and Training Schedule provided are appropriate to meet my needs. I have been provided with sufficient evidence to make informed decisions in regard to enrolling in my chosen qualification, including the processes of Recognition of Prior Learning (RPL) and/or Course Credit via Credit Transfer have been discussed and made available to me.

Unique student identifier (USI)

- I understand that since 1 January 2015 all students who undertake Vocational Education and Training in Australia must hold a USI.
- I understand that if I do not hold a USI, then by law Fluent Education cannot issue me with a Qualification or Statement of Attainment. If I have not provided a USI on this enrolment form, I grant permission for Fluent Education to obtain one for me on my behalf pursuant to sub-section 9(2) of the Student Identifiers Act 2014. I understand if I do not wish to obtain a USI and I can apply for an exemption at <http://www.usi.gov.au/> via a Statutory Declaration.

- I will inform Fluent Education of the outcome of that application from the Student Identifiers Registrar immediately once received by me.
- I understand and agree that if I do not have a USI, I will not be permitted to commence training.

Complaints and appeals

- The full Complaints and Appeals policy and procedure adopted by Fluent Education can be accessed on the website www.w.fluent.edu.au/forms
- An overview of the process implemented is as follows:
 - The policy covers the requirements of the ASQA Standards for Registered Training Organisations' (RTO's) 2015 Clauses 6.1 – 6.6, Manage Complaints and Appeals. Fluent Education will provide a fair and transparent means of making formal complaints and appealing academic and related decisions is an integral part of all training an assessment provided to students;
 - The policy provides clear and practical guidelines to ensure that complaints and appeals lodged with Fluent Education can be resolved, equitably and efficiently, in accordance with the principles of natural justice. The policy will manage and respond to allegations involving the conduct of Fluent Education its trainers, assessors or other staff, or students of Fluent Education. Fluent Education also recognises that student complaints can also be anonymous. No action relating to an enrolment status is to be taken until such time as the complaint has been resolved. However, Fluent Education's Management retains the right to take such steps as may be necessary to ensure the health, safety and welfare of the student and/or of others;
- Students unsatisfied with the result or conduct of Fluent Education's internal appeals processes may access an external appeal process which is independent, impartial and provided at no or minimal cost to the student.
- I acknowledge that the Fluent Education full Complaints and Appeals policy and procedure is available on their website. www.fluent.edu.au/forms and that I have been afforded the opportunity to read and review the refund policy and clarify any areas required

Access and equity

Fluent Education is committed to access and equity principles and processes in the delivery of its services and working environment in accordance with Sex Discrimination Act 1984 (amended December 2017), Equal Opportunity Act 2010, Racial Discrimination Act 1975(amended December 2015), VIC Anti-Discrimination Act, Disability Discrimination Act 1992 and Disability Standards for Education 2005.

We encourage people with a disability or special needs to apply.

General terms and conditions

- I understand that I must comply with the Terms and Conditions of Enrolment and the obligations set out in this course service agreement of Fluent Education and agree that I have reviewed these within the **Student Handbook** before making this application for enrolment. I understand that these will be re-iterated at the commencement of course through the induction and that I must attend class or appointments with my trainer and meet the requirements of the Training Plan and Training Schedule.
- I agree to pay all fees owing on or before the due date.
- I hereby authorise Fluent Education to release any information concerning my time here to:
 - any government department, providing confidentiality is assured;
 - my employment service provider which has referred me to complete this study, where relevant
- In line with Australian Privacy Principles of the fair handling of personal information
- Fluent Education shall be under no liability whatsoever to any student for any injury, loss or damage sustained at or upon the Fluent Education managed properties premises howsoever caused and whether in respect of any negligent act or omission by Fluent Education, its employees, agents, servants or otherwise.
- I understand that as part of my qualification there may be class sessions required and I understand that there are inherent risks involved. I agree that I voluntarily assume all risks involved in these training sessions and/or excursions and that I will not hold Fluent Education responsible or liable for any loss or damage whatsoever

arising directly or indirectly from the excursion including travel to and from the location. Travel to and from the location will be at the expense of myself unless otherwise agreed.

- I understand that for student safety reasons footage may be recorded by camera whilst in the academic areas at Fluent Education or a venue hired by Fluent Education.
- I understand that where applicable I may gain credit for past qualifications/units completed and that any competencies that are specific to the course outcomes that have been previously acquired by myself through formal, informal or workplace learning may be assessed through the process of RPL.
- I agree to and have been informed through this enrolment process and via the **Student Handbook** (which I have read and understood); the training, assessment and support services that will be provided and also about my rights and obligations as a student.
- I am aware that there is a possibility of receiving an NCVER survey and/or an invitation to participate in an endorsed project and/or being contacted by the Commission for audit purposes.
- I am aware that there is a possibility of receiving contact from Government representatives who may ask for feedback on my training experience for the purpose of audit or quality review.
- I agree to be contacted by Fluent Education as future courses and other offerings become available that may be of interest to me. Should I choose not to be contacted I must advise Fluent Education in writing.
- I understand that Fluent Education collects, analyses, and acts on relevant data for continuous improvement of training and assessment and that as part of this process I may be asked to provide feedback on my experience both during and after the completion of my course. I understand that this **feedback helps** Fluent Education to continuously improve client services by collecting, analysing and acting on relevant data.
- I am aware that the classes will not be conducted if insufficient numbers of students have enrolled. If this occurs I agree that I have read and understood Fluent Education's refund policy. Fluent Education will make every effort to transfer the class to another class located in the region.
- I understand that changes to my course may take place unexpectedly, such as extended course duration, change to class times and dates, change of class venue or change of trainer and that Fluent Education will notify me of these changes as soon as possible.
- I understand that all work submitted as part of the course completed becomes the property of Fluent Education and will be kept on file and not be returned. My records of Statement of Attainment of units of competency and Qualifications will be retained for a period of 7 years. I also understand that I must keep a copy of any submitted work whilst studying with Fluent Education.
- I understand that Fluent Education does not guarantee any licensing or employment outcomes at the completion of training and that it is my responsibility to research these areas independent of my studies.

Industry important information

I understand that for specific job roles, there may be licensing requirements that I must meet. I understand that Fluent Education endeavours to provide all relevant information in relation to the licensing application process yet understand that it is my responsibility to fully research these requirements and disclose any relevant information. I understand that Fluent Education cannot influence a licensing body decision on whether individuals will be accepted for licenses at the completion of my studies.

What happens if Fluent Education ceases to provide a course after it starts but before it is completed?

Information for affected students

- Fluent Education will notify affected students in writing that an approved course is no longer provided within 2 business days after Fluent Education ceases to provide the course after it starts but before it is completed.
- As soon as practicable, Fluent Education will also update its website to reflect that the course is no longer being delivered and to give students information about the tuition assurance arrangements.

Replacement courses

- The Commonwealth Department of Education and Training (the Department) (or a consultant engaged by the Department) will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.

- Replacement courses must meet the following requirements:
 - the course must lead to the same or comparable qualification as the original course;
 - the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;
 - the location of the replacement course must be reasonable, having regard to the costs of, and the time required for, a student's travel; and
 - the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.
- Affected students will be offered a replacement course and may seek a review about whether the course offered to them meets the requirements for replacement courses.
- A student who accepts the replacement course offered will not be required to pay the replacement provider for the replacement components of the replacement course. However, the fees payable for the remainder of the replacement course may be different from the fees payable for the original course.
- A student who accepts the replacement course offered will also receive course credits for parts of the original course successfully completed by the student, as evidenced by:
 - a copy of a statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
 - a copy of an authenticated VET transcript issued by the Student Identifiers registrar.
- Each affected student will have a period of six (6) months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.
- If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

Privacy Statement

Privacy Notice

Under the Data Provision Requirements 2012, Fluent Education is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form and your training activity data) may be used or disclosed by Fluent Education for statistical, regulatory and research purposes. Fluent Education may disclose your personal information for these purposes to third parties, including:

- School – if you are a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
- Employer – if you are enrolled in training paid by your employer;
- Commonwealth and State or Territory government departments and authorised agencies;
- NCVER;
- Organisations conducting student surveys; and
- Researchers.
- Personal information disclosed to NCVER may be used or disclosed for the following purposes:
 - Issuing statements of attainment or qualification, and populating authenticated VET transcripts;
 - facilitating statistics and research relating to education, including surveys;
 - understanding how the VET market operates, for policy, workforce planning and consumer information; and
 - administering VET, including program administration, regulation, monitoring and evaluation.

You may receive an NCVER student survey which may be administered by an NCVER employee, agent or third-party contractor. You may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at <https://www.ncver.edu.au/>).

Collection of private information

- Fluent Education retains a record of personal information about all individuals with whom we undertake any form of business activity. Fluent Education must collect, hold, use and disclose information from our clients and stakeholders for a range of purposes.
- As a government registered training organisation, regulated by the Australian Skills Quality Authority, Fluent Education is required to collect, hold, use and disclose a wide range of personal and sensitive information on participants in nationally recognised training programs. This information requirement is outlined in the National Vocational Education and Training Regulator Act 2011 and associated legislative instruments.
- Fluent Education must require and confirm identification however in services delivery to individuals for nationally recognised course programs. We are authorised by Australian law to deal only with individuals who have appropriately identified themselves. That is, it is a Condition of Registration for all RTOs under the National Vocational Education and Training Regulator Act 2011 that we identify individuals and their specific individual needs on commencement of services delivery and collect and disclose Australian Vocational Education and Training Management of Information Statistical Standard (AVETMISS) data on all individuals enrolled in nationally recognised training programs. Other legal requirements, as noted earlier in this policy, also require considerable identification arrangements.
- For information about how Fluent Education collects, uses and discloses your personal information generally, including how you can make a complaint about a breach of privacy, please refer to Fluent Education privacy policy which can be found within the **Student Handbook** and on the web: www.fluent.edu.au/forms
- This Privacy Policy contains information about how individuals may access and seek correction of the personal information held by us, and how to complain about a breach of privacy, and how we will deal with such a complaint.
- In providing your personal information as requested and signing this notice, you are confirming your receipt of, and understanding of these details, and providing your consent for the collection, storage, use and disclosure of your personal information as outlined.

Student Declaration

By signing this declaration, I agree and acknowledge:

- That I have completed my LLN assessment against my current competencies, computer skills (if applicable to my course) and I agree that the qualification I have chosen is the most suitable for me based on my educational attainment levels, capabilities, aspirations and interests.
- That I have or will complete the language, literacy and numeracy evaluation myself without assistance from another person
- That I will abide by the conditions of the training program
- That I have supplied true and accurate information and that the provision of false or misleading information may affect my eligibility for this course and access to training materials.
- That photographs or video of my work may be used for assessment purposes only and that if Fluent Education wishes to use photographs or video of me or my work for any other purpose they must seek my express written permission
- That a government body may contact me for purposes of seeking my feedback regarding my training and assessment experience
- That Fluent Education adheres to the Australian Privacy Principles and will not release information about me or my enrolment to a third party with the following exceptions:
 - As directed by relevant government bodies
 - Upon request by my parent or guardian if I am under 18
 - Upon request by my employer if I am completing an apprenticeship or traineeship, or my employer is paying for part or all of my course
 - Upon request from a law enforcement body or other legal request
- That I have been supported through my study/course options and agree that:
 - this qualification meets my learning needs
 - I understand how this qualification will affect my training outcome and future pathways
 - I understand all fees, costs and requirements of undertaking this qualification, in accordance with the fees listed above
 - I am aware of potential Course Credit Transfer (CT) and Recognition of Prior Learning (RPL);
 - A Training Schedule and Training Plan will be explained and will meet my learning needs;
 - the qualification is within my capabilities and doesn't duplicate my current competencies;
 - the qualification meets my goals and interests and individual needs;
- I am aware of the consequences that may arise from providing false, misleading or incomplete information, including the cancellation of my enrolment or the withdrawal of any offer made by Fluent Education.
- I authorise Fluent Education to contact me about future training opportunities.

Student Declaration and Consent	
I declare that the information I have provided in the Enrolment Form , to the best of my knowledge, is true and correct.	
I consent to the collection, use and disclosure of my personal information in accordance with the Privacy Policy	
I declare I have read, understood and agree to all points listed above under this Service Agreement .	
I declare I have read, understood and agree to all information provided in the Student Handbook .	
Student Name:	
Student Signature:	
Date:	
<i>If you are under 18 years old, your parent or legal guardian must sign this agreement:</i>	
Parent / guardian name:	
Parent / guardian signature:	
Date:	