



# Terms and Conditions of Enrolment

By enrolling in a course provided by South Metropolitan TAFE, students agree to the following conditions of enrolment and agree to abide by all South Metropolitan TAFE by-laws, which are detailed in the *Student Code of Conduct*. The Student Code of Conduct is a set of guidelines that outlines what is required of students with regards to academic integrity and behaviour, what constitutes misconduct and the sanctions that can be imposed. These documents can be found on the College website <https://www.southmetrotafe.wa.edu.au/students/policies-forms-responsibilities>

## Provision of information

I understand that I am required to obtain a Unique Student Identifier (USI) from [usi.gov.au](http://usi.gov.au) and provide this to SM TAFE. I understand that I may be refused enrolment if I do not provide my USI. In the event that my USI is not provided, invalid or incomplete, I give South Metropolitan TAFE permission to search for my USI in the registry or to create a USI on my behalf if I do not have one, using the personal information that I have provided at enrolment. I will provide statistical information as requested as part of my enrolment and understand that should I not provide this information; my enrolment may be cancelled. I will keep my personal information up to date while I have an active course enrolment and retain a valid email address through which SM TAFE will communicate with me. I will also ensure that my postal address is up to date throughout the duration of my enrolment with SM TAFE.

## Fee types

I understand that State funded places are only available to Australian Citizens, permanent residents, and holders of select visa subclasses. I understand that non-residents must pay commercial rates and student visa holders must apply for admission to courses at SM TAFE through TAFE International WA (TIWA).

## Payment of Fees

I understand that I am required to pay my fees in full at the time of enrolment OR enter into a payment plan arrangement OR commit to a VET Student Loan (only available on selected qualifications at Diploma level) OR have an employer or third party pay my fees. I acknowledge that full details on payment options are available on the College website.

## Defaulting in fee payments

I understand that my access to SM TAFE resources, services and facilities may be cancelled if I default in fee payments in the following circumstances unless I have contacted our Customer Service Centre to renegotiate an alternative arrangement.

- Payment plans defaulting:** If I do not have sufficient funds to pay the agreed instalments on the due date, or
- VET Student Loan application declined:** If I have exhausted my VSL balance or if I did not meet the VSL requirements for my loan to be approved (I understand SM TAFE will advise if this was the case); or
- Employer or third-party defaulting:** If for any reason my employer/third-party does not pay my outstanding fees, I will remain liable and will not be issued a qualification until my debt is settled.

I understand that failure to repay or renegotiate an alternative payment will result in a suspension of my student account at SM TAFE. This leads to a revocation of access to all SM TAFE systems including the student portal and blackboard. Furthermore, my debt may be referred to a debt collection agency and lead to a cancellation of my enrolment. I also understand that I will not be able to re-enrol at SM TAFE for any study or courses, in the future until all and any outstanding debt is repaid.

## Census dates and official withdrawal

**Census dates occur when you have reached 20% of study for your unit or course enrolment - these dates are printed on your enrolment Tax Invoice and Confirmation of Enrolment.** The census dates are the final dates that you must withdraw in order to be assessed for a standard refund as per the VET Fees and Charges Policy. You must formally withdraw from the unit or course to be assessed for a refund. Withdrawal forms are available on the college website or at Customer Service Centres where staff can assist you with the process of withdrawal. **Non-attendance is not a withdrawal.**

**Prior to withdrawing, SM TAFE encourages you to speak with your lecturer or Customer Service staff to ensure that withdrawal is the right option for you. We have a range of support services to assist you during your studies.**

I understand that I must review my enrolment and be aware of the census date/s for my unit/s. If I choose not to continue with my studies, I understand that I must formally withdraw in writing at a Customer Service Centre or by completing the online form. If I do not officially withdraw, I will still be liable for full payment of outstanding fees. Until I withdraw from the unit/course, I understand that my enrolment remains active and I will receive a **Not Competent** result if I do not formally withdraw. *\*Please note: the discretionary fee is non-refundable.*

## Discontinued Students

I understand that if I have ceased to participate in classes, learning activities and/or assessments relating to the VET unit of study and have not officially withdrawn, I will be withdrawn by the College at the conclusion of the unit of study and will be liable for the full payment of any outstanding fees.

## Refunds

I understand that I am entitled to a full refund if a course or unit is cancelled or rescheduled to a time unsuitable to me OR if I am not given a place due to maximum number of places being reached OR SM TAFE cancels my class(s) due to insufficient student numbers enrolled OR other circumstances as determined by SM TAFE.

I understand that if I withdraw formally on or before the census date of my unit(s), I am entitled to receive a full refund of the course (tuition) fee for the unit/s and:

- 50% refund of the resource fee if the unit(s) are Certificate I to IV level course; or
- A full refund of the resource fee if the unit(s) are a Diploma or Advanced Diploma level course.

If entitled to a refund, payments already made may be reimbursed or the corresponding debt will be remitted if on VET Student Loans. No incidental fees are refunded.

I understand that full refunds may not be available if I change my mind after enrolling.

**Important: please review your enrolment and be aware of the census date for your unit/s.**

**Special circumstances** may be considered - these would be instances of severe illness or exceptional circumstances outside student's control that prevented them from continuing their studies (evidence of this MUST be provided and a Special Circumstances Form completed).

**Students who withdraw from Fee for Service (Commercial) units/course are not entitled to a refund once classes have commenced.**

**Note:** Discretionary and RPL interview fees are non-refundable.

### Concessions

I understand that if I am unable to present proof of concession at the time of enrolment, I must pay full fees. I understand that I can claim a refund to adjust my tuition fees to the concessional rate if proof of eligibility for concession can be demonstrated on or before the commencement of a unit. I understand that even though I am on a concession, I will still be required to pay full resource and discretionary fees. If my concession is valid for the full enrolment period, then all eligible units commenced within that period attract the concession rate.

**For information on accepted Concession types please visit a Customer Service Centre on campus or visit South Metropolitan TAFE website.**

*Note: Foundation skills, Diploma, Advanced Diploma courses and existing worker traineeships do not attract a concessional rate.*

### Minors

I understand that if I am under 18 years old at the time of enrolling and if I am planning to set up a Payment Plan or sign up for a VET Student Loan, I must be accompanied by my parent or guardian. I understand that my parent or guardian must be able to provide evidence of our relationship (for example, their name is on my birth certificate or my name is on their Medicare card).

### Academic Results

Once enrolled, I agree to access my student results via the Student Portal and understand that results will not be given over the phone. I acknowledge that if I have enrolled in assessable units or examinable subjects and do not complete the assessment requirements, I will receive a **Not Competent** result. I acknowledge that if I am an Apprentice or Trainee, my employer will be provided with information on my results.

### Awards

I understand that my Statements of Attainment and Qualifications will be withheld until a valid USI has been provided to SM TAFE.

### Admission Refusal

I acknowledge that if I have not paid my course fees in full or have breached the Student Code of Conduct that I may not be permitted to re-enrol in further units of study.

### Academic Appeals

I understand that I may appeal an assessment result if I believe the outcome is incorrect. I acknowledge that appeals must be lodged within four weeks (20 working days) of the date of the notification of the assessment result and that requests for appeal must be lodged in via the VET Academic Appeal Form available on the College website.

## Privacy Statement and Student Declaration

### Privacy Notice

Under the 2020 National Data Policy and the National VET Provider Data Provisional Requirements 2012, South Metropolitan TAFE is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

I understand that my personal information (including the personal information contained on this enrolment form), may be used or disclosed by South Metropolitan TAFE for statistical, administrative, regulatory and research purposes.

### Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

**Providing this information is a requirement of your enrolment at South Metropolitan TAFE.**

### How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

### How we disclose your personal information

We are required by law (under the National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

### How the NCVER and other bodies handle your personal information

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the Privacy Act 1988 (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Employment and Workplace Relations (DEWR), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at [www.ncver.edu.au/privacy](http://www.ncver.edu.au/privacy).

If you would like to seek access to or correct your information, in the first instance, please contact SM TAFE using the contact details listed below.

DEWR is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice>.

If you are unable to access the DEWR Vet Privacy Notice online, the SM TAFE will provide you with an electronic copy or a hard copy of the notice.

South Metropolitan TAFE may disclose your personal information for these purposes to third parties, including:

- Employers – if you are enrolled in training paid by your employer.
- Commonwealth and State or Territory government departments and authorised agencies (such as Centrelink).
- National Centre for Vocational Education Research Ltd (NCVER).
- Guardians of students under 18 years of age.
- Police – if a student is alleged to have committed a criminal offence.
- Other RTOs to which a student has transferred where the information is necessary for the enrolment of the student.

#### **Surveys**

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor, or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

#### **Contact information**

At any time, you may contact South Metropolitan TAFE to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice.

#### **Contact us**

Phone: 1800 001 001

Email: [info@smtafe.wa.edu.au](mailto:info@smtafe.wa.edu.au)

<https://www.southmetrotafe.wa.edu.au/enrolments/enrolment-terms-and-conditions>

#### **Online systems**

To access online tools, you can visit the ecampus section of the South Metropolitan TAFE website at

<https://www.southmetrotafe.wa.edu.au/studying-online/ecampus>

This section includes links to the Student Portal, Office 365 to access your email and timetable, library guides and our

content management system Blackboard.

Before you can login to any of our online systems, you first need to ensure you have set up your Office 365 account.

Returning students will use the same login and password details as previous semesters.

New students will be sent an email with your account details (login and password)

*Note: check your junk mail if you have not received it.*

#### **By enrolling at South Metropolitan TAFE, I agree that I:**

1. have read and understood these obligations and conditions governing my enrolment at South Metropolitan TAFE; and certify that all information provided is true and accurate; and agree to abide by the above conditions, the college's By-laws, policies and the Student Code of Conduct;
2. understand it is an offence to give incorrect residency, identity, or USI details to access a State funded place.
3. declare that I am aware that it is unlawful to provide fraudulent academic records, with an intent to gain enrolment into SM TAFE and I understand that appropriate disciplinary action may be taken by SM TAFE or the WA Police; and
4. have read the information on the South Metropolitan TAFE website regarding refunds and understand the refund policy. I acknowledge that, subject to the Refund Policy, if I am on a payment plan that I may be liable for unpaid fees even if I withdraw.