

TERMS AND CONDITIONS

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These are the Terms and Conditions of your enrolment with National College Australia. When **you** enrol with **NCA**, **you** are entering an agreement with **NCA** which confirms that **you** have read, understood and accepted these Terms and Conditions.

1. YOUR ENROLMENT

1.1 Your responsibilities are to:

- access, read and comply with **NCA's** student policies and procedures as published on **NCA's** website (<https://www.nationalcollege.edu.au/>) which may change from time to time for regulatory purposes
- ensure that **you** fulfil any eligibility requirements for any course **you** enrol in (as specified on **NCA's** website)
- provide photo identification to confirm your identity for online assessment purposes
- ensure that all information **you** provide at enrolment is accurate and truthful and does not impact on your ability to complete the course
- authorise **NCA** to capture your **IP address** to verify your consent to this Agreement through our online course application
- by submitting your online enrolment application you are agreeing to the terms and conditions

1.2 Validity of Visa holders

When enrolling with **NCA**, **you** acknowledge that:

- If **you** are a visa holder, it is your responsibility to advise **NCA** of your current visa type at enrolment. Please note that if **you** hold a Student Visa (subclass 500), **you** cannot enrol with **NCA** as we are not registered with the

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Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)

- In addition to providing your current visa type, **you** must also provide a current residential address, mobile or home number and email address
- **NCA** will conduct a check of your visa type using the Visa Entitlement Verification Online system (VEVO) to ensure **you** meet the criteria of your visa conditions before enrolling with **NCA**.
- **NCA** will only enrol **you** if your visa is eligible and current. It is your responsibility to provide **NCA** with documents confirming the currency of your Visa if requested. An assessment will be performed to determine whether **you** are able to enrol.
- If **you** have a Visa with no expiry date – OR **you** are on a bridging visa; **you** are still eligible to enrol with **NCA**.
- **NCA** accepts no responsibility for students not completing courses with **NCA**, if **you** are required to leave Australia for any reason, subject to your cooling-off rights under clause 5.2, no **refund** will be given
- If any of your details change (visa status; address; phone; email address) **you** must notify **NCA** within seven (7) days of the change. **You** can do this via telephone or email.

1.3 Copyright and Access

- **You** may not reproduce any part of the materials, assessments or content on **NCA's** website without **NCA's** prior written consent. The materials provided to **you** are protected by copyright and may only be viewed or reproduced for your personal use and to complete your course.
- Materials produced by **NCA** or other parties remain the intellectual property of the producing party, and **you** understand that any unauthorised copying may

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constitute a breach of the Copyright Act 1968 (Cth) and will constitute a breach of your obligations under these Terms and Conditions

- **You** are solely responsible for the activity that occurs on your **NCA** student account, and understand that **you** must keep your account password secure and not share this with anyone. **NCA** is not responsible for any unauthorised activity on your account if **you** fail to keep your account login information safe.
- **NCA** may refer any fraudulent, abusive or illegal activity by an **NCA** student to the relevant authorities. If **you** suspect or become aware of any unauthorised use of your **NCA** student account, or that your password is no longer secure, **you** must notify **NCA** immediately and take immediate steps to re-secure your account by changing your password.
- **NCA** has in place an academic misconduct policy. The purpose of this policy is set out NCA's position on academic integrity and honesty and the consequences resulting from failing to adhere to these expectations.
- **you** are responsible for saving a copy of any assessments **you** send to **NCA**.

1.4 NCA's responsibilities:

We will:

- Provide **you** with a course assessment plan, and assessment guides on the LMS admin centre once **you** have enrolled. These documents confirm all of your course information and assessment requirements.
- Provide **you** with pre-enrolment information that is clear, accurate and current as at the time of your enrolment to assist **you** in making an informed decision about enrolling in a course that is right for **you**.
- provide **you** with online learning and assessment materials required to complete your course
- assign a qualified Trainer Assessor to **you** who will provide **you** with academic training, guidance and mark your assessments

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- Provide **you** with access to both learning and administrative support via the **NCA** website, phone, email or chat.
- advise you as soon as practicable, of any changes to the workplace or other new third party changes to existing services, ownership or third party arrangements in line with Clause 5.4
- make you aware of all changes to contractually agreed services in writing, including any new third party arrangements, changes in RTO ownership, changes to existing third party arrangements or any other material change which could affect a learner's decision to continuing to study at NCA
- Issue **you** with the appropriate certification upon successful course completion.

2. COURSE FEES AND CHARGES

NCA charges fees for your participation in our accredited courses please review course guide link to see pricing [\[Fees, Fundings and Payments\]](#)

Once **you** have successfully completed all of your assessments for your course and have paid your fees in full, **NCA** will issue **you** with your certificate.

NCA course fees can either be paid as:

A. Upfront – (Full Course Fee):

- a. Students make a payment for the total **course fees** at enrolment or
- b. Students enter into a service agreement to pay upfront through **Zip Co Limited®** (a third party payment provider). Zip Co Limited® offers two payment solutions:
 - i. **Zip | Pay®** for amounts up to \$1,000 or
 - ii. **Zip | Money®** for amounts over \$1,000.

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You must meet the **conditions** of your **Service Agreement** with “**Zip Co Limited**®” and abide by the **Zip Co Limited**® Terms and Conditions which are available at <https://zip.co/au>

B. Payment Plans: Students enter into a **direct debit service** agreement with **ezidebit**® (a third party payment provider) to schedule regular payments.

If you have a **payment plan**, you must meet the conditions of your **Direct Debit Service Agreement** with “**ezidebit**®” and abide by the **ezidebit**® Terms and Conditions which are available at <https://www.ezidebit.com>.

C. Study Finance: This is a simple interest free payment plan available for your course. This is provided by Study Loans, an Australian, first and only private education finance company, and thus take immense pride in helping our customers reach their full potential.

Zeefi – Study now, Pay later. The Smart Study finance used to pay for tuition fees for a course at an approved Education Provider, like NCA. The loan will be progressively drawn to pay tuition fees and paid directly to the Education Provider on behalf of the student. This means your payments start low and increase as you progress through.

All the details regarding Study Loans can be sighted at:

<https://www.nationalcollege.edu.au/zeefi-student-loans-study-now-pay-later/>

2.1 your responsibilities are to:

- ensure that **you** have familiarised yourself with the course and **course fees** for your chosen course before **you** enrol
- pay the **course fee** as advertised on **NCA Course** [[DOWNLOAD COURSE GUIDE - CLICK HERE](#)] and as invoiced to **you** within three days of the date of the invoice

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- pay all the **administrative charges** associated with your enrolment (*see section 3.0 below*)
- acknowledge that **NCA** is not liable for any additional costs **you** may incur during your participation in the course (for example: additional learning materials, stationery items, postage, travel, accommodation, and/or clothing for work placement)
- Complete your course within the allocated time in accordance with section 3.2 below, and agree that if **you** fail to complete your course within this time and wish to continue; **you** will be required to pay an additional charge for the 6-month course **extension fee**. Please note that this only applies to any fee-paying students and requires **NCA** approval.
- Ensure you must have access to technology to enable you to successfully complete your course in the allocated time. This includes by is not limited to:
 - Computer or laptop
 - Internet
 - Browser compatibility
 - Printer
 - Scanner

2.2 Payment responsibilities:

You may be required to:

- Pay a **Non-refundable initial deposit** when **you** enrol in a course with **NCA**, your fees includes a **non-refundable initial deposit** of \$199.
 - If **you** decide to not continue with a course **you've** enrolled with at **NCA**, **you** will be able to use the \$199 to put towards a new course enrolment.
 - This is only applicable if **you** enrol in a new course within 12 months of withdrawing from your original course.

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- If you pay another payment amount at the time of enrolment and choose not to proceed, you will be refunded the total amount minus the non-refundable initial deposit of \$199.
- Pay all **course fees** in full before **NCA** can issue any certification of completion of a course.
- Meet the conditions of the **ezidebit®** Direct **Debit Service Agreement** and abide by the **ezidebit®** *regulations* and requirements. Click on the third party link to review their service agreement:
[https://www.ezidebit.com/-/media/ezidebit/files/ezidebit-terms-and-conditions-
aus.pdf](https://www.ezidebit.com/-/media/ezidebit/files/ezidebit-terms-and-conditions-
aus.pdf)
 - Acknowledge that if your direct debit payment cannot be paid via **ezidebit®** , a dishonour fee of \$10.00 will be charged and a second direct debit will come out of your account three (3) working days after the original attempt.
 - Acknowledge that if **you** do not make your direct debit payments on three consecutive occasions, **NCA** will forward the matter to a **debt collection agency** and, **you** will lose access to your **ezidebit®** account. **You** will also lose access to the **NCA** online learning portal and any assessments **you** have waiting to be marked will not be finalised.
 - ☺ If **you** continue to fail to make payments on your **ezidebit®** account, the outstanding balance may become due immediately and we may at our discretion suspend all your services and accounts and/or terminate your enrolment.
- Meet the conditions of the **Zip Co Limited®** Service **Agreement** and abide by the **Zip Co Limited®** *regulations* and requirements. Click on the third party link below to review their service agreement and other relevant policies:

<https://www.zip.co>

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3. OTHER FEES AND CHARGES

3.1 Additional Course Resources

- Additional course resources will not be assessed through the course fee system and will be classified as 'other fees and charges'. If you purchase additional resources you will still be required to complete assessment tasks on our **online learning portal** which is included in the course fees. **NCA** will provide **you** with access to our **online learning portal** which contains all of the digital learning and assessment resources **you** will need to complete your course
- If **you** choose to download your learning material in downloadable printed format from the learning platform, **you** will still need to complete the assessment tasks on the online learning portal as per online instructions.

3.2 Course Extension Fee

- Your course has a set duration period which starts from the date of enrolment (when **You** receive your enrolment welcome email). The course end date for is as follows:
 - AQF level III and IV courses is 12 months from the date of enrolment and
 - AQF level V for 18 months for Diploma courses.
- **You** are strictly required to complete your courses within the period listed above.
- If **you** are unable to complete your course within this time period, **You** can submit an extension application of up to 6 months. This will be at the discretion of the College to determine the outcome of your request based on demonstrated engagement, progression, completion outcomes, proven evidence of medical or special circumstances that required the additional time. This requires an academic review with your Trainer Assessor by the academic team.
- If the extension is granted, you will be required to pay a course extension fee of \$495. Only a one-off (up to 6 months only) extension is granted after exceeding

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the maximum course durations. If the student has still not completed the course and wishes to continue in the course, they will need to pay the full course fee again.

COVID -19 Impacts

If the practical work placement activities are impacted due to COVID-19 situation, this may justify an extended period for the completion of the practical assessments. You will need to provide the evidence of submission and completion of all the units - Knowledge Assessments, before the extension for this application can be considered. If granted, the student is also advised to keep in touch with his/her Trainer Assessor on COVID-19 latest updates, and using the following COVID-19 updates: [Department of Health](#), and other state-based health alerts including, [Health Bulletin Australia](#).

3.3 Upgrade Fee

- If **you** have completed a qualification with **NCA** and a new version of the qualification is released (which is equivalent to the first qualification); **you** can apply to **NCA** to have the qualification upgraded for a fee of \$121 (Inc. GST)
- **NCA** will provide **you** with an updated Certificate or Statement of Attainment for your qualification.
- If the qualification **you** have previously completed with **NCA** is not equivalent to the new qualification, **you** will be required to go through the **Recognition of Prior Learning (RPL)** process to map your first qualification to the new qualification before **NCA** can issue a new Certificate or Statement of Attainment.

3.4 National Police Clearance Check

- Some work placement organisations may require students to have a **National Police Check** and a Working with Children Check before **you** can begin your work placement.

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- It is your responsibility to arrange these checks before **you** start your placement.
- For a **National Police Check**, students should contact the Criminal Records section of their relevant State or Territory police service. Please see relevant links below:
 - [New South Wales \(External Link\)](#)
 - [Queensland \(External link\)](#)
 - [Victoria \(External link\)](#)
 - [Australian Capital Territory \(External link\)](#)
 - [Western Australia \(External link\)](#)
 - [South Australia \(External link\)](#)
 - [The Northern Territory \(External link\)](#)

3.5 Working with Children Check

- For a **Working with Children Check**, each state has a different requirement. For NSW, **you** need to go to the NSW Office of the Children's Guardian Website <https://www.kidsguardian.nsw.gov.au/child-safe-organisations/working-with-children-check>

or see links in following states:

- If **you** are located in a state or territory other than NSW, **you'll** need to apply for a different check for working with children. Select your state below to be redirected to the relevant website.
 - [Victoria \(External link\)](#)
 - [The Northern Territory \(External link\)](#)
 - [Queensland \(External link\)](#)
 - [Western Australia \(External link\)](#)
 - [South Australia \(External link\)](#)
 - [Tasmania \(External link\)](#)
 - [Australian Capital Territory \(External link\)](#)

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3.6 Certificate Replacement Fee

- **NCA** will charge a fee of \$55 (Inc. GST) to print and send **you** a replacement certificate. **You** will be required to verify your identity before **you** can receive your replacement certificate.

4. Discounts

4.1 Credit Transfers

- If you are eligible for **credit transfer** for any units you have previously completed in other qualifications, **NCA** will reduce your current **course fee** by the number of **credit transfers** you are eligible for. The amount you will be credited will vary depending on the course you are enrolled in.

4.2 Upfront Payment Discount

- If you pay your full **NCA course fees** upfront, you will receive a 15% discount off the full **course fee**.

4.3 Loyalty Discount

- If you've previously completed a qualification with **NCA** and you enrol in subsequent qualifications with us and pay the full **course fee** upfront, you will be eligible for a discount of 5% off the full **course fee**.

5. REFUND AND WITHDRAWALS

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5.1 Cooling off period:

NCA offers a seven (7) day cooling-off period, available to all states and territories, which commences from your date of enrolment which is provided in your initial welcome email from **NCA**.

This means that if **you** change your mind about studying with **NCA** within the first seven (7) **calendar days** of enrolling, **you** will be entitled to a course **refund** or withdrawal of any planned future direct-debit instalment payments.

- Please note this course **refund** will not include the \$199 **non-refundable initial deposit fee** (as per 2.2 above).
- All **refunds** will be processed within 14 days of **you** withdrawing from your course and after written approval by senior management. Refunds can only be processed if **you** have agreed to these Terms and Conditions.
- If **you** decide to return to study with **NCA** within 12 months of your initial enrolment date, **you** will not need to pay the \$199 **initial deposit fee**.

If **you** change your mind about studying with **NCA** after the **cooling-off period** (from Day 8 onwards) please note that **you** will not be eligible for a **refund** after the expiry of the cooling-off period.

This means that:

- If **you** have paid in full, a **refund** will not be issued.
- if **you** have a **payment plan** with **ezidebit®**, the plan will not be cancelled and direct debit payments will continue to be made until all payments have been completed
- If **you** default or do not pay either of these payments, **NCA** may refer the outstanding amount of fees to a **debt collection agency** or lawyer to commence

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recovery proceedings. **You** will also be liable for all additional costs associated with the recovery of the debt including any legal costs on an **indemnity** basis.

- If **you** have a **service agreement** with **Zip Co Limited®** the agreement and subsequent repayments are between the student and **Zip Co Limited®**.

If a course is cancelled because **NCA** is unable to provide the course or a suitable alternative course is not available, **NCA** will issue a **full refund** (including the \$199 deposit).

5.3 Change of course enrolment

- If **you** find that the course **you** have enrolled in with **NCA** is not right for **you** and **you** would like to move to a different course, **you** can request to withdraw from your current course and enrol into an alternate course within the first three (3) months only. You may only change courses once without paying additional fees. If you choose to change your course after this within the three months, you will incur an administration fee of \$295.
 - To do this **You** will need to:
 - have paid all fees due for your current course
 - meet the eligibility requirements of entry into the new course
 - Complete and return the **NCA Course Withdrawal Form**. If **you** would like to withdraw with reason to change course. Please contact the Student Services team for this form.

Please note:

- If **you** have paid in full for your current enrolment, **you** will be given a **refund** for the **units of competency, you** have not completed.
- You will need to pay additional cost for the eBooks for the new course that you are enrolling into. This will be calculated at enrolment depending on how many units you had started.

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- If **you** were paying for your course via a **payment plan**, the plan will be stopped and pending approval of the new course enrolment, a new **payment plan** will be created
- If **you** have had your current course materials posted to **you** and **you** would like new course materials posted to **you** for the new course, a postage fee will apply plus the cost of new course material fees will be incurred again.
- **You** will need to pay for the new course as per National College Australia's advertised fees in section 3.0 above.

6. FEES PAID IN ADVANCE

Where **NCA** requires, either directly or through a third party, a prospective or current student to pre-pay **course fees** in excess of \$1500 (being the threshold prepaid fee amount), **NCA** will meet the requirements set out in the Requirements for Fee Protection in the Standards for Registered Training Organisations (RTO) 2015, per [\[Schedule 6\]](#).

7. ENROLMENT TERMINATION POLICY (FULL FEE-PAYING STUDENTS)

Your course enrolment is for 18 months – 24 months, depending on your course. **You** are expected to complete your course within this period.

- For every extension granted, a fee of \$295 will be charged, even if the full 6 months is not required to complete the course. If **you** have not completed your course within this extended period, your enrolment will initiate a withdrawal.
- If **you** are not able to meet assessment deadlines, **you** can apply for an extension. The extension would be granted only if there is over 50% submission for completed units in a qualification. If the extension is granted, **you** will be charged an **extension fee**.

8. GOVERNMENT FUNDED COURSES

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Course fees paid for **government funded courses** are non-refundable. NCA has a government contract in place for NSW students under **Smart & Skilled**. [CLICK HERE for the Smart & Skilled Fee Schedule.](#)

If **you** have received a full government subsidy for your course, **you** will need to adhere to the conditions of the **NCA Government Funded Course Termination Policy**.

This policy requires **you** to submit assessments on a regular basis. If **you** do not do so, **you** may be withdrawn from the course. A copy of this agreement is sent to **you** via email for your records upon being enrolled and can be accessed on the **online learning portal at any time**.

If **you** are a **partially funded** students where **you** have paid **course fees** as well as receiving a government-subsidy for your course; **you** will need to adhere to conditions of enrolments that are governed by the **Government Funded Course Termination Policy**:

- If your government subsidy is withdrawn, in accordance with the Government Funded Course Termination Policy, **You** will be withdrawn from the course
- **You** will still be subject to the same terms and conditions for your **course fees** incurred as per section 3.0 of this policy.
- Course extensions will **not** apply for partially government-funded courses, in accordance with the Government Funded Course Termination Policy. Extensions will be granted based on **course progression**.

9. WORKPLACE ASSESSMENT

9.1 Your responsibilities:

You may be required to:

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- be prepared and able to undertake a **work placement** where required, in accordance with the requirements of the course **you** enrol in
- provide your work placement and **NCA** with a **National Police Check and a Working With Children Check**
- Wait to commence work placement until **you** receive written confirmation from **NCA** find your own suitable work placement opportunity and register your placement with **NCA**.

9.2 Our responsibilities:

NCA will:

- ensure the required work placement component is considered in your **Course Delivery and Assessment Plan**
- give **you** clear instructions and provide **you** with support on how to secure a placement
- use reasonable endeavours to assist in finding **you** work placement if **you** are unable to find one (documentation will need to be supplied)
- Organise the administrative processes to coordinate and finalise the placement for **you**.

10. PRIVACY STATEMENT AND DECLARATION

10.1 Privacy Notice

NCA collects personal information about **you** in accordance with its **Privacy Policy**, available at [[CLICK HERE](#)].

In addition, and under the [[Data Provision Requirements 2012](#)], **NCA** is required to collect personal information about **you** and to disclose that personal information to the **National Centre for Vocational Education Research Ltd (NCVER)**.

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

- Commonwealth and State or Territory government departments and authorised agencies; and
- **NCVER**

Personal information that has been disclosed to **NCVER** may be used or disclosed by **NCVER** for the following purposes:

- populating authenticated **VET** transcripts;
- facilitating statistics and research relating to education, including surveys and data linkage;
- prepopulating **RTO** student enrolment forms;
- 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 a student survey which may be administered by a government department or **NCVER** employee, agent or third-party contractor or other authorised agencies. Please note **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 National **VET** Data Policy and all **NCVER** policies and protocols (including those published on **NCVER**'s website at www.ncver.edu.au).

For more information about **NCA's Privacy Policy** – [CLICK HERE](#)

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10.2 Students enrolled under an NSW Government Smart and Skilled funding contract

Applicable students who are enrolled under an NSW Government Smart and Skilled funding contract need to acknowledge and agree to the following statement:

CONSENT TO USE AND DISCLOSURE OF PERSONAL INFORMATION

I understand and agree that, under the *Data Provision Requirements 2012*, **NCA** is required to collect personal information (information or an opinion about me), collected from me, my parent or guardian, such as my name, Unique Student Identifier, date of birth, contact details, training outcomes and performance, sensitive personal information (including my ethnicity or health information) and other enrolment and training activity-related information (together **Personal Information**) and disclose that Personal Information to the National Centre for Vocational Education Research Ltd (**NCVER**).

My Personal Information (including the personal information contained on my enrolment form and my training activity data) may be used or disclosed by **NCA** for statistical, regulatory and research purposes. **NCA** may disclose my personal information for these purposes to third parties, including:

- School – if I am a secondary student undertaking **VET**, including a school-based apprenticeship or traineeship;
- Employer – if I am enrolled in training paid by my employer;
- Commonwealth and State or Territory government departments and authorised agencies, including the NSW Department of Industry;
- NCVER;
- Organisations conducting student surveys; and
- Researchers.

Personal information disclosed to **NCVER** may be used or disclosed for the following purposes:

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- issuing a **VET** Statement of Attainment or **VET** Qualifications, 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.

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

NCVER will collect, hold, use and disclose my 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 www.ncver.edu.au).

The Department may disclose Personal Information to other Australian government agencies, including those located in States and Territories outside New South Wales.

The above government agencies may use my Personal Information for any purpose relating to the exercise of their government functions, including but not limited to the evaluation and assessment of my training, the determination of my eligibility to receive subsidised training or for any Fee Exemptions or Concessions. My Personal Information may also be disclosed to other third parties if required by law.

I also acknowledge and agree that the Department may contact me by telephone email or post during or after I have ceased subsidised training with **NCA** for the purposes of evaluating and assessing my subsidised training.

I declare that the information I have provided to the best of my knowledge is true and correct.

I consent to the collection, use and disclosure of my Personal Information in the manner outlined above.

Note: if less than 18 years of age at the time of giving consent, then the consent of their guardian is required and personal details will be included in the application of enrolment.

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11. Glossary

You can find the NCA Glossary for terms and definitions by viewing it on our website

[\[CLICK HERE\]](#)

This Agreement is governed by and must be construed in accordance with the laws in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.