

## Course Fees Agreement

Cove Training is pleased to advise that your enrolment application has been accepted and you have been offered a course place as follows:

Student Details:		
Course of Study:	RIIMPO320E Conduct civil construction excavator operations	
Course Tuition Fee	Amount	Payable
Course Tuition Fees	<b>\$900.00</b>	<b>\$900.00</b>
Third Party Name:	Not applicable	

This Course Fees Agreement is designed to clearly outline:

- The full terms of the agreement for your selected course service;
- The total fees payable, including fees for all additional items;
- Your 'cooling-off' and termination rights; and
- Relevant declarations and confirmations required to commence course services.

Important Notice to the Consumer

*You have a right to cancel this agreement within 3 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.*

### Cooling Off Period

You have 3 business days to change your mind and cancel your course services. During the cooling-off period Cove Training does not provide any services or accept any payment. For course services negotiated by telephone, the cooling-off period begins on the first business day after you receive this document. For other agreements, the cooling-off period begins on the first business day after the agreement was made (this Course Fees Agreement being signed). You may terminate your course services verbally or in writing. The termination date is when you give or send notice to Cove Training.

### Information Provision

Cove Training provides extensive current and accurate information about its course services via publishing information publicly on its website. In signing this agreement, you confirm that:

- You have had the opportunity to review all Cove Training website information;
- Cove Training has also provided you with its Student Handbook; and
- Cove Training has also discussed the following information with you:
  - Fees, charges and refunds arrangements; and
  - Withdrawal arrangements.

### Confirmation of Receipt of Agreement

Student Signature:		Date:	
If the Student is under the age of 18 years, the enrolment application must also be signed by a relevant parent or guardian:			
Parent / Guardian Name:			
Parent Guardian Signature:		Date:	

### Course Services Information

Cove Training provides current and accurate information to all prospective students to enable you to make a decision on if Cove Training as a training organisation and the relevant course service of interest is suitable to you, taking into account your existing skills and knowledge and any specific individual needs you might have.

In signing this Course Fees Agreement, you confirm that:

- Course Guides can be sourced from the COVE Training website: <https://covetraining.edu.au/our-courses/>
- Cove Training has provided you with clear information on:
  - Full course code, title and currency status of your selected course of study;
  - Where your training and/or assessment will be undertaken, how long it will take and mode/s of services delivery involved;
  - Information regarding any entry requirements and/or specific requirements you need to meet to successfully complete the course program of interest;
  - Any requirements of you to provide any materials and/or equipment;
  - Information about educational and support services available you and any cost associated with these services;
  - Any limitations regarding access to educational and support services and resources;
  - Whether your course includes mandatory work placement. If mandatory work placements are part of the course, you have been provided with clear information on who will arrange this, the duration and schedule applicable and what outcomes are expected of the work placement;

### **Third Party Arrangements**

Cove Training ensures all students have clear information where a third party is involved in the provision of training and/or assessment services. You are able to contact both Cove Training and any relevant third party supporting your course program at any time.

Cove Training third party representatives do not collect fees on behalf of Cove Training.

In signing this agreement, you confirm you are aware that Cove Training third party representatives that the Agent noted on this agreement will receive a fee or commission if the person for your enrolment with Cove Training.

Cove Training confirms that it remains responsible for the quality of the training and assessment provided to you during all course services in compliance with the *VET Quality Framework* and the *Standards for RTOs 2015*. Cove Training also confirms that it remains responsible for the issuance of any AQF certification documentation you will be entitled to as course services are undertaken.

### **Pre-Enrolment Review**

Cove Training will on the first day of enrolment complete a Pre-Enrolment Review of your enrolment application to confirm that all components of the course service have been identified and agreed.

- Your identity has been confirmed;
- Your selected course Information, requirements and options have been discussed;
- Your individual needs have been identified and considered;
- You have been provided with the opportunity to apply for Credit Transfer and Recognition of Prior Learning;
- Your employer has been effectively engaged in the course program arrangements (if relevant); and
- Through discussion, the selected course has been confirmed as the most suitable and appropriate course option for your needs.

### **Guarantee**

Cove Training supplies services and guarantees that your course services will be:

- Provided with due care and skill;
- Fit for the specified purpose; and
- Provided within a reasonable time.

Cove Training ensures it uses an acceptable level of skill or technical knowledge and takes all necessary care to avoid loss or damage when providing course services.

## Rights & Responsibilities

### Cove Training Obligations

Under this agreement, Cove Training ensures it:

- Treats all students fairly / reasonably and on an equal basis;
- Provides a safe / open and conducive learning environment;
- Provide additional personal coaching or mentoring sessions (if requested);
- Provides the training and support necessary to allow you to achieve competency;
- Provides a quality training and assessment experience;
- Maintains procedures for protecting your personal information;
- Has established, documented and accessible consumer protection system, including feedback and complaints handling policies and procedures and a designated consumer protection officer; and
- Provides you with details of these pathways for resolving or escalating complaints.

### Students Rights and Obligations

You have the right to:

- Expect that the quality of your training meets the standards, regulations and requirement set down by the Australian Government and regulated by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and
- Access Cove Training's complaints process.

### Cessation of Delivery

If Cove Training, or a third party delivering training and assessment on Cove Training's behalf, closes or ceases to deliver any part of the training product that a student is enrolled in, a number of options will be available to the student including:

- Issuance of a Statement of Attainment for all units completed in the course to date; and
- Refund of course fees paid; and/or
- Continued delivery of services with alternate Cove Training services delivery personnel (where applicable); and/or
- Supported transfer of the student enrolment to an alternate RTO for completion of services delivery (where applicable).

Your obligations include:

- Providing accurate information to Cove Training;
- Behaving in a responsible and ethical manner;
- Treat everyone in the learning environment with the respect & courtesy;
- Attending and/or participating in all scheduled training activities;
- Notifying Cove Training's if you are unable to attend any face-to-face session at soon as possible prior;
- Make yourself available for coaching or mentoring sessions (if deemed necessary);
- Submit your assessments within the designated timeframes required or set; and
- Ensure and acknowledge that all work submitted by you for assessment is your own work.

### Fees

Cove Training is committed to cost efficiency for Recognition of Prior Learning (RPL) applications, and will at all times seek to complete any RPL application you submit at the same cost or lower than normal course delivery costs.

### Student Support Services Fees

General and specific student support services are available to you with no additional fees payable.

Specific support options identified for you are noted in your course services training plans, including all support details and any limitations to specific support that Cove Training may provide.

### Incidental Expenses

There are no mandatory incidental fees of a personal cost to a student over and above the general course fees, other than outlined in this agreement. Optional costs might include optional equipment (such as tools), textbooks, field trip transport and accommodation costs or other optional charges such as alternative resources / access arrangements. In all cases, items purchased remain your property during and on completion of the course services.

### **Embedded Qualifications**

No embedded qualifications or fees are applicable to your course.

### **Repeated Assessment Arrangements**

You are able to attempt assessment to complete a unit of competency on two (2) occasions within your initial course services fee arrangements. Cove Training does not levy additional fees for these attempts.

### **Testamur Documentation Re-Issue Fee**

Cove Training levies a nominal testamur documentation fee for the re-issue of testamur documentation on request. This fee is amended from time to time, and is publicly published on the Cove Training website and in the Student Handbook. The fee is currently \$30.00 GST exempt per course program per re-issue request, payable on receipt of a re-issue request.

### **Notifications and Guarantee**

Cove Training will notify you as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:

- Any changes to, or new third party arrangements Cove Training puts in place, for the delivery of your course services; or
- A material change in ownership of Cove Training should that occur.

Cove Training guarantees that no additional charges will be imposed on you during the period covered by this agreement.

### **Recovery of Outstanding Fees**

Cove Training will collect all fees to be paid by you by the time you complete your training.

Cove Training has a robust process for the recovery of outstanding fees. Failure to pay a fee owing is considered to be a breach of discipline and can lead to penalties being imposed on you under Cove Training Discipline Policy arrangements.

One of the penalties that may be considered is the delay in release of results or testamur(s) as relevant to you until all fees are recovered. For significant debts, formal debt collection actions may also be undertaken.

### **Fee Protection**

Cove Training complies with tuition assurance requirements. Please refer to the Cove Training Student Handbook for further information.

## **Refunds**

From time to time a refund may be required for specific student cases. Refund information and arrangements are made available to clients prior to enrolment through:

- Cove Training's Student Handbook;
- Cove Training website; and
- As a part of the *Course Fees Agreement* completed with the client prior to enrolment.

Refunds may be paid automatically, or sought and negotiated on an individual basis with Cove Training, on a case by case basis.

Cove Training has publicly published on its website, and makes students aware of this *Refund* policy before enrolment.

### **WITHDRAWAL FROM OR CANCELLATION OF A COURSE MUST BE EMAILED TO**

[info@covetraining.edu.au](mailto:info@covetraining.edu.au) stating:

1. Name of Student:
2. Name of Course:
3. Date of Course:
4. Reason for Cancellation/Withdrawal:

Refunds will be processed in line with the receipt date of the cancellation/withdrawal email.

## Refund policy

CIRCUMSTANCES	REFUND APPLICABLE
Withdrawal or cancellation more than seven days prior to the course commencement date	Refund of course fees, less: -\$40.00 administration and processing fees -any credit card processing fees that were incurred by COVE training at 4%
Withdrawal or cancellation less than seven days prior to the course commencement date	Refund of 50% of the course fees paid, with the exception of heavy vehicle bookings, where the fee will be a flat \$400.00
Withdrawal or cancellation less than 24 hours prior to the course commencement date	No refund
No Withdrawal or cancellation prior to the course, or requested after the course has commenced	No refund
Scheduled course is cancelled by Cove Training	Course fees are to be refunded in full if Cove Training is unable to commence the course service as agreed due to a lack of minimum student numbers or unforeseen circumstances.

## Rebooking Policy

CIRCUMSTANCES	REBOOKING APPLICABLE
Withdrawal or cancellation more than seven days prior to the course commencement date	Student is entitled to <u>one</u> free re-booking
Withdrawal or cancellation less than seven days prior to the course commencement date	Re-booking fee of 20% of course fees paid
Withdrawal or cancellation less than 24 hours prior to the course commencement date	No re-booking, all monies forfeited
No Withdrawal or cancellation prior to the course, or requested after the course has commenced	No re-booking, all monies forfeited
Scheduled course is cancelled by Cove Training	Free Rebooking

### 1.1.1. Refunds Due to Non-Provision of Services

Course fees are to be refunded in full if Cove Training is unable to commence the course service as agreed due to a lack of minimum student numbers or unforeseen circumstances.

Where Cove Training or a third-party representative is unable to complete the course services due to unforeseen circumstances or closure, any course services fees are refunded on a pro-rata basis, with comparison of the course fees paid against the units of competency where services have been delivered.

Where there is an instance of Cove Training default due to unforeseen circumstances, Cove Training will endeavour to arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to a refund. Where the student agrees to this arrangement, Cove Training will not refund fees paid.

### Refunds Due to Client Request / Hardship Application

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the student's circumstances, course service fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued.

This decision of assessing the extenuating circumstances rests with the Chief Executive Officer and shall be assessed on a case by case situation.

Where delivery has commenced, course fees have been paid and a client believes a special circumstance refund is warranted, the client may apply for a refund in writing to:

Cove Training Chief Executive Officer

Helen Lechte

56 Bardia Avenue

Seaford 3198

03 8773 9000

[helen.l@covetraining.edu.au](mailto:helen.l@covetraining.edu.au)

All refund applications are assessed and processed within fourteen (14) days of the application being placed. The client will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.

All clients have the right to appeal a refund decision made by Cove Training. Please refer to the *Complaints* section for further information.

### Third Party Refunds

If your course services fees have been paid to Cove Training by a third party, any refunds payable will be remitted to that third party.

### Confirmation of Enrolment

Your enrolment application into your selected course program is considered accepted and enrolment confirmed once you sign and return this Course Fees Agreement. The date on which this statement agreement is signed is confirmed as being your official date of enrolment.

### Acknowledgement of Terms and Conditions

In accepting this agreement I confirm that:

- The information I have provided throughout the enrolment is true and accurate.
- I have read the terms and conditions of my course as stated within the documentation provided and I agree to abide Cove Training's terms and conditions, as varied from time to time.
- I agree to participate in NCVET surveys provided throughout and after my training.

### Signed and Confirmed Agreement

Student Signature:		Date:	
If the Student is under the age of 18 years, the enrolment application must also be signed by a relevant parent or guardian:			
Parent / Guardian Name:			
Parent Guardian Signature:		Date:	