



**SELMAR**  
INSTITUTE OF EDUCATION

**SMF16A Student  
Application Form – NSW**

## Course details

Course: \_\_\_\_\_ Course offer: \_\_\_\_\_

Campus
  Distance
  Workplace
  Apprenticeship/Traineeship

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Duration : \_\_\_\_\_ Tuition Fee : \$ \_\_\_\_\_

## Personal details (please print clearly)

Title: \_\_\_\_\_ Legal first name/s: \_\_\_\_\_

Preferred first name: \_\_\_\_\_ Middle name: \_\_\_\_\_

Legal surname : \_\_\_\_\_

Male
  Female
 Date of Birth : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Contact number: Home : \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

Email: \_\_\_\_\_

Residential address: \_\_\_\_\_

Suburb: State: \_\_\_\_\_ Postcode: \_\_\_\_\_

My residential and postal address are the same?  Yes  No

Postal address if different: \_\_\_\_\_

\_\_\_\_\_

Emergency contact name: \_\_\_\_\_

Contact number: \_\_\_\_\_

### Tick the one that best describes your main reason for studying this course:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> To get a job                              | <input type="checkbox"/> To develop my existing business     | <input type="checkbox"/> To start my own business         |
| <input type="checkbox"/> For personal interest or self development | <input type="checkbox"/> It was a requirement of my job      | <input type="checkbox"/> To get a better job or promotion |
| <input type="checkbox"/> To try for a different career             | <input type="checkbox"/> I wanted extra skills for my job    | <input type="checkbox"/> Other reasons                    |
|  | <input type="checkbox"/> To get into another course of study |   |

Are you living in NSW social housing; or are you or your household on the NSW Housing Register?  Yes  No

If Yes, please specify whether you are a tenant of or receive:

- Public, Community or Aboriginal Housing / Crisis or Supported accommodation / Private Rental Assistance funded by Family and Community Services

**OR**

- You are on the waitlist and eligible for social housing

## Unique Student Identifier Number

From 1 January 2015, Selmar Institute of Education can be prevented from issuing you with a nationally recognised VET qualification or statement of attainment when you complete your course if you do not have a Unique Student Identifier (USI).

If you have not yet obtained a USI you can apply for it directly at <http://www.usi.gov.au/create-your-USI/Pages/default.aspx>

Please provide your USI in the following space:

### If you don't have a USI, would you like Selmar Institute of Education to apply for a USI on your behalf?

- Yes, I authorise Selmar Institute of Education to apply pursuant to sub-section 9(2) of the Student Identifiers Act 2014, for a USI on my behalf.
- No, I will apply for my own USI.

If you would like us to apply for a USI on your behalf, you must you must authorise us to do so and declare that you have read the privacy information at <http://www.usi.gov.au/Training-Organisations/Documents/Privacy-Notice.pdf>. By authorizing us to apply for a USI on your behalf, you consent to the collection, use and disclosure of your personal information pursuant to that privacy notice.

How would you like to be notified of your USI? (Please select 1 only):  Email  Mobile phone  Mail

### Selmar will need to verify your identity when applying for your USI.

Please provide a copy of one piece of ID from the list below:

- Drivers licence
- Citizenship certificate
- Medicare card
- Visa with non-Australian passport
- Australian passport (ID page)
- Immicard
- Australian birth certificate

## Employer details

Company: \_\_\_\_\_ Industry: \_\_\_\_\_

Your position: \_\_\_\_\_ Address: \_\_\_\_\_

Contact number : Work: (    ) \_\_\_\_\_ Fax : (    ) \_\_\_\_\_

Supervisor name: \_\_\_\_\_

Employer email : \_\_\_\_\_

## Labour force status (please tick only one)

- Employed - unpaid worker in family business
- Not employed - not seeking employment
- Employer
- Unemployed - seeking full time work
- Full time Employee
- Part time employee
- Self Employed - not employing others
- Unemployed - seeking part time work

## Client occupation identifier (please tick only one)

If employed, which of the following classifications **BEST** describes your current or recent occupation?

- Managers
- Sales workers
- Professionals
- Machinery operators and drivers
- Technicians and trade workers
- Labourers
- Community and personal service workers
- Clerical and administrative workers

## Client Industry of employment (please tick only one)

If employed, which of the following classifications **BEST** describes the Industry of your current or previous employer?

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Agriculture                                     | <input type="checkbox"/> Electricity, gas, water and waste service | <input type="checkbox"/> Health care and social assistance         |
| <input type="checkbox"/> Financial and insurance services                | <input type="checkbox"/> Administrative and support services       | <input type="checkbox"/> Accommodation and food services           |
| <input type="checkbox"/> Mining  | <input type="checkbox"/> Construction                              | <input type="checkbox"/> Arts and recreation services              |
| <input type="checkbox"/> Rental, hiring and real estate services         | <input type="checkbox"/> Public administration and safety          | <input type="checkbox"/> Transport, postal and warehousing         |
| <input type="checkbox"/> Manufacturing                                   | <input type="checkbox"/> Wholesale trade                           | <input type="checkbox"/> Information, media and telecommunications |
| <input type="checkbox"/> Professional, scientific and technical services | <input type="checkbox"/> Education and training                    | <input type="checkbox"/> Other services                            |
|  | <input type="checkbox"/> Retail trade                              |  |

## Highest school level completed

Are you still at school?  Yes  No

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Did not go to school      | <input type="checkbox"/> Completed Year 9 or equivalent | <input type="checkbox"/> Completed Year 12 |
| <input type="checkbox"/> Completed Year 8 or below | <input type="checkbox"/> Completed Year 10              |  |

In which year did you complete this school level?

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At which school did you complete this?

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## Country of birth

Australia  Other: Please specify: \_\_\_\_\_

Town / City of birth: \_\_\_\_\_

Are you a permanent resident?  Yes  No

## Previous qualifications

Previous qualifications achieved?  Yes  No

If **Yes**, please tick one of these Prior Education Achievement Recognition Identifiers for highest qualification level.

**A - AUSTRALIAN**                      **E- AUSTRALIAN EQUIVALENT**                      **I - INTERNATIONAL**

*\* Note If you have multiple Prior Education Achievements Recognition Identifiers for any one qualification, use the following priority order:*

*1. A - Australian    2. E - Australian equivalent    3. I - International*

- | <b>A</b>                 | <b>E</b>                 | <b>I</b>                 |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bachelor Degree or Higher Degree Level of:              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Advanced Diploma or Associate Degree Level of:          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Diploma Level or (Associate Diploma) of:                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Certificate IV (or Advanced Certificate/Technician) in: |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Certificate III (or Trade Certificate) in:              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Certificate II in:                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Certificate I in:                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Certificates other than above in:                       |



# SMF16A Student Application Form - NSW



## Terms and conditions

Please read carefully and sign at the end of this section.

### Fees and charges

- Total Tuition Fee is indicated on Page 1.
- Additional copies of Certificates / Statements of Attainment - \$20.
- Marking of assessments handed in more than 6 weeks after course conclusion - \$50 per unit.

### Duration of course

Students have a maximum of 6 weeks after the last class or the conclusion of work placements to submit all assessment tasks.

After 6 weeks the student's enrolment will be closed and the student will be withdrawn from incomplete units. A \$50 fee will be charged per unit to assess units after this date.

Students who require an extension of study time must request this in writing from their trainer before the 6 week completion time has passed. Refer to the Deferral, Suspension and cancellation of enrolment policy for more information.

### Additional requirements for distance students

Students completing courses by distance are required to be in contact with their trainer on a monthly basis so Selmar can provide adequate support and monitoring of progress. Regular contact with the trainer is a condition of government funding. Failure to maintain monthly contact with the trainer may result in the enrolment being suspended until regular contact is resumed.

### Photo consent

Selmar occasionally takes photos or videos of students for publicity purposes. This content may be displayed on our website or used for marketing purposes. The names and details of the people in the content are not released or published. Staff will always identify when they are taking photos or videos so students who don't wish to have their photo taken can be excluded. If at any time your image is published and you would like it removed we will do so within 24 hours of receiving a written request to remove it.

### Direct debit request service agreement

This is your Direct Debit Service Agreement with Selmar Holdings Pty Ltd, ABN 31 111 455 451. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

- **Agreement** means this Direct Debit Request Service Agreement between you and us.
- **Banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **Debit day** means the day that payment by you to us is due.
- **Debit payment** means a particular transaction where a debit is made.
- **Direct debit request** means the Direct Debit Request (DDR) between us and you.
- **Us or we** means Selmar Holdings Pty Ltd, (the Debit User) you have authorised by requesting a Direct Debit Request.
- **You or your** means the customer who has signed or authorised by other means the Direct Debit Request.
- **Your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

### 1. Debiting your account

1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account.

1.2 We will arrange for your financial institution to debit your account in accordance with your instructions given to us in the Payment Authorisation section. If, however, a debit payment is due on a day:

- (a) which is not contained in a particular month; or
- (b) which is not a business day,

then the debit payment will be made on the last day of that month or on the preceding business day respectively. If you are uncertain as to when a debit payment will be processed, you should contact your financial institution for assistance.

### 2. Changes by us

We may vary any details of this agreement or the direct debit request at any time (including cancelling it). We will give you notice in writing of any such change at least fourteen (14) days before the change takes effect.

### 3. Changes by you

You may request to stop or defer a debit payment or alter, suspend or cancel the direct debit request at any time.

### 4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also incur fees or charges imposed or incurred by us.
- (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time

so that we can process the debit payment.

(d) additional payments may be added to your payment schedule to cover any debit payment declined due to insufficient funds.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

4.4 If we are liable to pay goods and services tax ("GST") on a supply made by us in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable or the supply multiplied by the prevailing GST rate.

### 5. Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us immediately.

5.2 We will investigate and deal promptly and in good faith with any such query, claim or complaint. If your query, claim or complaint cannot be resolved to your satisfaction in that call, we will inform you at that time of the length of time which we estimate the investigation will take.

5.3 If we conclude as a result of our investigations that your account has been incorrectly debited we will adjust your account (including interest and charges) accordingly by directly crediting your account or sending you a refund cheque at our discretion. We will also notify you of the adjustment either orally or in writing.

5.4 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

5.5 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

### 6. Accounts

6.1 You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
- (b) that your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution if you are uncertain about either of the above matters before completing the direct debit request.

### 7. Confidentiality

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required or authorised by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim);
- (c) with your implied or express consent

### 8. Notice

8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to: [accounts@selmar.edu.au](mailto:accounts@selmar.edu.au)

8.2 We will notify you by sending a notice via email to the address you have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received on the third banking day after the email has been sent.

### Privacy Statement

I understand that Selmar Institute of Education is required to provide the NSW Department of Education and Training and the Commonwealth Education Department with student and training activity data which may include information I provide in this enrolment form. The Department may use the information provided to it for planning, administration, policy development, program evaluation, resource allocation, reporting and/or research activities. For these and other lawful purposes, The Department may also disclose information to its consultants, advisers, other government agencies, professional bodies and/or other organisations.

I understand that in line with Student Identifiers Act 2014 that I must obtain a USI and that all personal information collected through the Unique Student Identifier (USI) number will be securely stored by Selmar Institute of Education and that the Department of Industry may disclose this information to its consultants, advisers, other government agencies, professional bodies and/or other organisations.

For more information in relation to how student information may be used or disclosed please contact Selmar Institute of Education on 02 8541 1804 or [nsww@selmar.edu.au](mailto:nsww@selmar.edu.au).

## Student declaration

In signing the Selmar Institute of Education Application Form:

- I acknowledge and agree to the terms described in the privacy statement above.
- I declare that the information contained in this application is to the best of my knowledge true, correct and complete at the time of my application.
- I acknowledge that providing any false information and/or failing to disclose any information relevant to my application for enrolment and/or failure to complete an application/enrolment form may result in the withdrawal of any offer, particularly as it relates to my eligibility to obtain an offer for government subsidised training, and/or cancellation of enrolment at the discretion of Selmar.
- I understand that it is my responsibility to provide all relevant and required documentation.
- I authorise Selmar Institute of Education to apply pursuant to sub-section 9(2) of the Student Identifiers Act 2014, for a USI on my behalf.
- I confirm that I have read the privacy information at <http://www.usi.gov.au/Training-Organisations/Documents/Privacy-Notice.pdf>, and consent to the collection, use and disclosure of my personal information pursuant to that privacy notice.
- I authorise Selmar to check all available records to confirm that information provided is correct, particularly information pertaining to my eligibility for NSW Smart and Skilled subsidised training.
- I am aware of the conditions that relate to my admission and agree to pay all fees for which I am liable.
- I can view the full, current Policies and Procedures online at: <http://www.selmar.edu.au/policies/> and I can contact Selmar Institute of Education to request a paper copy be sent to me and have been made aware of the following policies: Refund Policy, Deferral, Suspension & Cancellation of Enrolment Policy
- I confirm that I have read and understood the terms and conditions of enrolment and agree to be bound by them.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:        /        /

If under 18 years of age

Name of parent/legal guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:        /        /

## Refund policy

### Policy Statement

Selmar Institute of Education is committed to the fair and transparent application of fees and charges, including the processing of refunds. Students are provided with details of all fees and charges and copies of the relevant refund policy prior to enrolment.

This policy outlines the circumstances in which a student may receive a full or partial refund of their tuition fees.

### Scope

This policy applies to the refund of fees paid for the delivery of courses to local students. Refunds may be provided to students, their employers or any other agency which has paid the course fee on behalf of a student.

### Definitions

**Tuition Fee** – The tuition fee for the delivery of the training.

**Materials fee** – A charge to cover the cost of manuals or other materials required by the student for a specific course. These items remain the property of the student.

### Full Refunds

#### Selmar cancels a course

Where Selmar cancels a course, a full refund including tuition fee and any materials fee will be offered. Selmar will make every effort to reschedule the course and offer an alternative place to the student. The student is not obliged to accept alternative offers and may request a full refund instead. The materials must be returned in a re-sellable condition to receive a refund of the materials fee.

#### Withdrawal prior to commencements

Where a Government funded student withdraws from a course prior to the course commencement date, a full refund of the tuition fee will be provided.

Where a non-government funded student withdraws from a course with 7 days notice prior to the course commencement date, a full refund of the tuition fee will be provided.

### Partial Refunds

#### Withdrawal Prior to course commencement

Where a non-government funded student withdraws from a course less than 1 week before course commencement they will receive a 90% refund of course fees.

#### Withdrawal after course commencement

All students who withdraw within 4 weeks of course commencement will receive a 60% refund of tuition fees.

### No Refund

Students who withdraw after 4 weeks of commencement will not be eligible for a refund.

Where a student's enrolment is cancelled by Selmar Institute of Education due to a breach of the Discipline Policy (SMP 21) no refund will be provided. A student has the right to appeal the decision to cancel enrolment due to a breach of the Discipline Policy (SMP21).

### Notification of withdrawal and requests for refunds

Withdrawals must be requested in writing on an Enrolment Variation Form.

### Exceptional Circumstances

In exceptional circumstances the Head of Department may authorise a partial refund of the tuition fee for a student who withdraws 4 weeks after the course commencement date. The proportion of fees to be refunded will be at the discretion of the Head of Department and take into consideration how much of the course the student has completed.

Exceptional circumstances are defined as those where due to illness or injury a student is unable to continue their studies and would not reasonably be able to continue after a 6 month deferral.

### Refund of Materials Fees

Materials fees may be refunded at the discretion of the Head of Department where a student cancels before, or within 4 weeks of course commencement. The materials must be returned in re-sellable condition and the Head of Department will determine whether there is a possibility of re-selling them to another student before offering a refund.

### Deferral, Suspension AND Cancellation of Enrolment Policy

#### Definitions

**Deferral** – postponement prior to commencement of course.

**Suspension** – temporary postponement of enrolment during course.

**Cancellation** – Cessation of enrolment in course.

**Compassionate or compelling circumstances** – Generally those circumstances beyond the control of the student that could have an impact on the student's capacity and/or ability to progress through a course. These could include:

- Serious illness or injury, where a medical certificate states that the student was unable to attend classes
- Bereavement of close family members such as parents or grandparents

(where possible a death certificate should be provided).

- Major political upheaval or natural disaster in the home country requiring their emergency travel and this has impacted on their studies.

A traumatic experience which could include but is not limited to:

- Involvement in or witnessing of an accident or
- A crime committed against the student or
- Selmar Institute of Education being unable to offer a prerequisite unit resulting in a longer than expected completion date.

**Extenuating Circumstances** – 'Extenuating circumstances' relating to the welfare of the student may include, but are not limited to the following. The student:

- refuses to maintain approved care arrangements (only for students under 18 years of age);
- is missing;
- has medical concerns, severe depression or psychological issues which lead the provider to fear for the student's wellbeing;
- has engaged or threatens to engage in behaviour that is reasonably believed to endanger the student or others; or
- is at risk of committing a criminal offence

### Selmar initiated Suspension or Cancellation

#### Suspensions

Selmar Institute of Education can suspend a student's enrolment in the following instances:

- Student misbehaviour as outlined in the Discipline & Termination of Studies Policy SMP21
- As part of an intervention strategy for unsatisfactory course progress
- In compassionate and compelling circumstances

The length of time a student can have their enrolment suspended at the initiation of the Institute is at the discretion of the Head of Campus. A student's enrolment cannot be suspended for more than one term (10 weeks) without re-assessing the circumstances that led to the suspension to determine if they are still applicable.

#### Cancellations

Selmar Institute of Education may cancel a student's enrolment in the following instances:

- Student demonstrates serious misconduct as outlined in the Discipline & Termination of Studies Policy SMP21
- Erratic course progress, for example, consistent unsatisfactory course progress or continuous absence from scheduled course hours.
- In the case of Government Funded students
  - failure to show ongoing monthly engagement in units of study.
  - Non payment of outstanding fees
  - Failure to return to study after the end of an approved suspension period.

### Student initiated Deferral, Suspension or Cancellation

#### Deferral

Students may defer prior to commencement of a course in the following limited circumstances:

1. on the grounds of compassionate or compelling circumstances (at the discretion of the Institute)

Students must request a deferral of the commencement of their course prior to the course commencing. The request must be made in writing to the Administration Department on an Enrolment Variation Form (SMF11).

The length of time a student may have their enrolment deferred is at the discretion of the Head of Campus but may not exceed 6 months. The student will receive a Confirmation of Enrolment letter and a new Student Agreement (SMF 3) to reflect the new commencement. Deferral does not entitle the student to a refund.

#### Suspension

Once a course has commenced, students may request a suspension of their enrolment on the grounds of compelling or compassionate circumstances. Students must submit a Course Variation Form (SMF11) to the Administration Department with documentation attached to support their claim of compelling or compassionate circumstances. The granting of a suspension of enrolment is at the discretion of the Institute.

The length of time a student may have their enrolment suspended is at the discretion of the Head of Campus and will depend on the individual circumstances. Suspensions of more than 3 months will not be granted without a re-assessment of the circumstances.

Suspension does not entitle the student to a refund.

Students who fail to return to study at the end of an approved suspension period may have their enrolment cancelled.

#### Cancellation

All students wishing to cancel their enrolment must apply in writing to the Administration Department on a Course Variation Form (SMF11).

If the student requests a refund, the Refund Policy will apply.

Assessing and recording student requests to defer or suspend.

The Head of Campus is responsible for approving student initiated deferrals and suspension.

In assessing the request the Head of Operations and Administration will consider:

- the evidence provided by the student to demonstrate compelling or compassionate circumstances

- the impact these circumstances may have on the ability of the student to continue with their studies
- the impact these circumstances may have on the ability of the student to complete the course within the expected duration of study specified on the CoE.
- support options available to the student (e.g. counselling, temporary reduction in course load, specialised trainer to attend workplace something along the lines of distance learner options)

Students will be advised in writing of the outcome of their request for a deferral or suspension. If a student is dissatisfied with the outcome of a request they can access the complaints and appeals process.

All documentation relating to the assessment and outcome of student deferral, suspension and cancellation applications will be kept in the student's file. All discussions undertaken with the student during the processing of the application must be recorded on the Student Management Database (WiseNET).

Students are advised to retain their original documents (eg. medical certificates, police Statements) for their own records and submit copies with applications for deferral, suspension or cancellation. Selmar Institute of Education may ask to see the original documents.

### Completion within course duration

Students have a maximum of 6 weeks after the completion of all classes and work-placements to submit required assessments. After 6 weeks the student's enrolment will be closed and they will be withdrawn from incomplete units. Students who require an extension of study time must request this in writing from their trainer before the 6 week completion time has passed. Request for study extensions should explain the reason the extension is required and the timeline for completing outstanding units. The trainer will determine whether or not to grant an extension, and for how long, based on the student's academic performance and the information outlined in the request for an extension.

Students who are dissatisfied with a trainer's decision regarding a request for an extension have 20 working days to access the Selmar's internal complaints and appeals process.

### Appealing a deferral, suspension or cancellation decision.

In cases where cancellation or suspension of the student's enrolment is initiated by the Institute, students will be notified in writing of the reason for the cancellation or suspension and given 20 working days to access the Institute's internal complaints and appeals process unless 'Extenuating Circumstances' relating to the welfare of the student exist.

If 'Extenuating Circumstances' exist the cancellation suspension can be implemented prior to the 20 days appeal period passing.

Appeals will be dealt with expeditiously to minimise any disadvantage to the student in the event that their appeal is upheld. Students are not permitted to return to class until the process has been finalised. However, at the discretion of the Head of Operations and Administration, students may be provided with course material and contact with a trainer to enable them to continue their studies off-campus during the appeal process.

# SMF16A Student Application Form - NSW



## Catalyst Plus loan terms and conditions

### Subscription agreement

**Date:** The date specified in Item 1 of the Schedule

### Parties

1. Catalyst Education Pty Ltd ACN 165 045 394 of Level 2, 3 Wellington Street, St Kilda, Melbourne, Victoria 3182 (Lender)
2. The person named in Item 2 of the Schedule (Borrower)

### Background

At the request of the Borrower, the Lender has agreed to lend the Tuition Fee to the Borrower upon and subject to the provisions of this Agreement.

### 1. Agreed terms

#### Interpretation

1.1 Definitions

**Meanings** apply to capitalised terms used in this Agreement as specified in this provision, unless the context otherwise requires:

**Account** means the account established under clause 3;

**Amount Owning** means all amounts owed by the Borrower to the Lender on the Account;

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney;

**Default Rate** means the default rate set out in Item 5 of Schedule 1;

**Drawdown Date** means the date specified in Item 6 of Schedule 1

**Event of Default** means any of the events or circumstances described in clause 9.1;

**Final Repayment Date** means the last day of the Term or such other date agreed to in writing by the Lender and the Borrower;

**Government Agency** means any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including any self-regulatory organisation established under statute and any stock exchange;

**Insolvency Event** means, in respect of a person:

- (a) an administrator being appointed to the person or the person's property;
- (b) an application is made, or an order is sought or declared for the person to be bankrupt;
- (c) the person:
  - (i) being unable to pay its debts or otherwise insolvent;
  - (ii) has committed an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act 1966 (Cth);
  - (iii) is served with a bankruptcy notice under the Bankruptcy Act 1966 (Cth); or
  - (iv) it appoints or attempts to appoint a trustee or attempts to have his or her affairs administered under Part X of the Bankruptcy Act 1966 (Cth);

**Loss** means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred;

**Power** means any right, power, authority, discretion or remedy conferred on the Lender by this Agreement or any applicable law;

**Repayment Amount** means the Tuition Fee divided by the number of months in the Term;

**Student Registration Fee** means the fee payable by the Borrower to the Training Organisation upon registering for a training course;

**Tax** means: (a) any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or

(b) any income, stamp or transaction duty, tax or charge, which is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above;

**Tax Deduction** means a deduction or withholding for or on account of a Tax (other than GST) from a payment under this Agreement;

**Term** means the term set out in Item 4 of Schedule 1 or as otherwise agreed by Borrower and Lender;

**Training Organisation** means Selmar Holdings Pty Ltd; and

**Tuition Fee** means the tuition fee set out in Item 3 of Schedule 1.

#### 1.2 Interpretational rules

Rules of interpretation apply to this Agreement as specified in this provision, unless the context otherwise requires:

- (a) headings and subheadings are for convenience only and do not affect the interpretation of this Agreement, except for specified cross-references;
- (b) the singular includes the plural and vice versa;
- (c) any gender includes the other genders;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a party to any agreement or document includes its successors and permitted assigns and substitutes by way of assignment or novation;
- (f) a reference to an agreement or document includes that agreement or document as modified at any time and any document or agreement replacing it;
- (g) any reference to a provision of or in this Agreement means a clause of, or schedule, annexure, exhibit or attachment to, this Agreement, including each clause, subclause, paragraph and subparagraph of that provision;
- (h) the use of the word include or any form of that word must be construed as if it were followed by the words without limitation;
- (i) a reference to a thing includes part of that thing;
- (j) reference to "A\$" and "Australian dollars" is a reference to the lawful currency of Australia;

(k) an Event of Default is "continuing" or "subsisting" or "continues" or "subsists" if it has not been remedied to the satisfaction of the Lender or waived in writing by the Lender.

### 2. Subscription

Subject to the terms of this Agreement, the Lender will loan to the Borrower the Tuition Fee in a single advance in accordance with clause 4.

### 3. Accounts

(a) You authorise the Lender to establish an Account in your name and to debit to that Account:

- (i) the Tuition Fee;
- (ii) interest payable under clause 5;
- (iii) enforcement costs pursuant to this Agreement; and
- (iv) any other amounts owing under this Agreement.

(b) The Borrower agrees to pay the Lender the amounts debited to the Account.

### 4. Drawdown

The Tuition Fee will be paid on the Drawdown Date by the Lender to the Training Organisation on account of the Student Registration Fee.

### 5. Interest

#### 5.1 Interest

Subject to clause 5.2, no interest or charge is payable for providing the Tuition Fee.

#### 5.2 Default Interest

If the Borrower fails to pay on the relevant due date (as communicated on student's invoice) any amount that the Borrower is obliged to pay under this Agreement, the Borrower must pay default interest on that amount. The default interest:

- (a) must be paid on written demand given to the Borrower by the Lender;
- (b) is calculated from and including the Relevant Due Date to but excluding the day on which it is paid in full, at the Default Rate; and
- (c) accrues each day at the Default Rate.

#### 5.3 Other rights not affected

The Lender's right to require payment of default interest under clause 5.2 does not affect any other rights or remedies it may have in respect of a failure to pay an amount due under this Agreement.

### 6. Repayment

(a) The Borrower must repay to the Lender the Repayment Amount on the 15th day of each month, or where that is not a Business Day, on the next Business Day following the 15th day of each month for a monthly payment schedule or the 10th Business Day of each fortnight, or where that is not a Business Day, on the next Business Day following the 10th day of each fortnight for a fortnightly payment schedule.

(b) The Borrower must repay to the Lender the Amount Owning in full on the Final Repayment Date.

### 7. Payments

#### 7.1 Payment manner

The Borrower must make each payment to the Lender required under this Agreement in Australian dollars on the due date for payment by immediately available funds to the account or place notified by the Lender to the Borrower.

#### 7.2 Payment dates

Any payment by the Borrower required under this Agreement falling due on a day which is not a Business Day must be made on the immediately preceding Business Day.

#### 7.3 Set-off exclusion

The Borrower must make any payment required under this Agreement without any set-off, counterclaim, cross-claim, deduction or withholding, whether on account of Taxes or otherwise, except for any Tax Deduction or withholding required by law.

### 8. Notices to Lender

The Borrower must ensure that the Lender is notified, with reasonable details, promptly of the following:

- (a) on becoming aware of any an Event of Default occurring, and (if applicable) the steps taken or proposed to be taken to remedy it;
- (b) on becoming aware of any representation or warranty made, repeated or taken to be made or repeated by it or on its behalf under this Agreement, or in a document provided in connection with this Agreement, becoming untrue, incorrect or misleading (whether by omission or otherwise) in any material respect when so made, repeated or taken to be made or repeated;
- (c) any change in its name or address; and
- (d) promptly, whatever other information the Lender reasonably requests about the assets, financial condition or state of affairs of the Borrower.

### 9. Default

#### 9.1 Events of Default

Each of the events set out in this clause 9.1 constitutes an Event of Default, whether or not it is within the control of the Borrower:

- (a) the Borrower fails to pay an amount that is due and owing under this Agreement when due;
- (b) the Borrower fails to comply with any obligation under this Agreement and, if capable of being remedied, it continues unremedied for 10 Business Days;
- (c) a statement, representation or warranty made by or on behalf of the Borrower in this Agreement, or in a document provided in connection with

this Agreement, is incorrect or misleading in a material respect when made or repeated;

(d) an Insolvency Event occurs in respect of the Borrower;

(e) any material provision of this Agreement is or becomes void, voidable, illegal or unenforceable;

(f) any person becomes entitled to terminate, rescind or avoid any material provision of this Agreement; and

(g) the execution, delivery or performance of this Agreement breaches or results in a contravention of any applicable law.

#### 9.2 Effect of Event of Default

(a) After the occurrence of an Event of Default which is subsisting, the Lender may do any or all of the following:

(i) declare that an Event of Default has occurred and that all of the outstanding balance of the Amount Owning be immediately due and payable, where upon such amount will become immediately due and payable by the Borrower; or

(ii) enforce and exercise any of its rights under this Agreement including rights to charge the Default Rate.

(b) This Agreement may be enforced without notice to the Borrower or any other person even if the Lender accepts any part of the Amount Owning after an Event of Default or another Event of Default has occurred.

(c) The Lender is not liable to the Borrower for any Loss the Borrower may suffer, incur or be liable for arising out of or in connection with the Lender exercising any Power, except to the extent specifically set out in this Agreement.

### 10. Early termination

The Borrower may terminate this Agreement at any time before the end of the Term upon payment to the Lender of the Amount Owning at the relevant time.

### 11. Indemnity

The Borrower indemnifies the Lender (and its officers, employees and agents) against, and must pay to the Lender on demand amounts equal to, any Loss arising as a result of or in connection with:

- (a) an Event of Default;
- (b) any payment required under this Agreement not being made in accordance with clause 7;
- (c) the exercise or attempted exercise of any Power;
- (d) a Tax Deduction by the Borrower in respect of a payment to the Lender; and
- (e) the Lender acting or relying on information supplied or approved by or on behalf of the Borrower which proves to be a misrepresentation or to be misleading or deceptive in connection with this Agreement (including by omission of other information), including any legal costs and expenses (on a full indemnity basis) and any professional consultant's fees in connection with the above.

### 12. Costs

The Borrower must pay or reimburse all costs and expenses of the Lender (and its officers, employees and agents) in relation to the enforcement, attempted enforcement, protection or waiver of any rights or Powers under this Agreement or any consents given under this Agreement, including any legal costs and expenses and any professional consultant's fees, on a full indemnity basis and without the necessity for any taxation or assessment.

### 13. Notices

#### 13.1 Notices

Any notice or other communication to be given under this Agreement:

- (a) unless stated otherwise, must be given by letter or email;
- (b) must be in writing and in English and must be legible;
- (c) must be sent to the relevant address as shown below:

(i) If to the Lender:

Address: 3 Wellington Street, St Kilda, Victoria 3182

Email: info@selmar.edu.au

Attention: Finance Team - Catalyst Plus

(ii) If to the Borrower, to the address or email specified in Item 2 of the Schedule,

or to any substitute address or email address (or department or officer) last notified to the sender by the relevant party by not less than 5 Business Days notice given in accordance with this clause 13.1.

### 14. General provisions

#### 14.1 Nature of obligations

- (a) Any provision in this Agreement which binds more than one person binds all of those persons jointly and each of them severally.
- (b) Each obligation imposed on a party by this Agreement in favour of another is a separate obligation. Unless specified otherwise, the performance of one obligation is not dependent or conditional on the performance of any other obligation.

#### 14.2 Further steps

The Borrower agrees to do anything the Lender asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind it and any other person intended to be bound under this Agreement;
- (b) to give full effect to this Agreement; and
- (c) to show whether it is complying with this Agreement.

#### 14.3 Governing law

## Selmar Institute of Education

phone: 1300 223 040 fax: 03 9521 1447 email: info@selmar.edu.au

RTO# 121531 ACN# 111 455 451 V12.0 31.08.2017 © Selmar Holdings Pty Ltd



# SMF16A Student Application Form - NSW



## Catalyst Plus loan terms and conditions

(a) This Agreement is governed by and must be construed in accordance with the laws in force in New South Wales.  
(b) 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.

**14.4 Lender's certificate**  
A certificate signed by the Lender stating the amount of the Amount Owing whether currently due and payable or not is sufficient evidence of that amount as at the date stated on the certificate, unless it is manifestly incorrect or the contrary is proved.

**14.5 No adverse construction**  
This Agreement, and any provision of this Agreement, is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

**14.6 Consents**  
Any consent of the Lender for anything under this Agreement depending

on that consent may be given conditionally or unconditionally or withheld in the absolute discretion of the Lender, except where this Agreement specifies otherwise.

**14.7 Variations**  
This Agreement cannot be amended or varied except in writing signed by the parties.

**14.8 Waivers**  
(a) Any failure, delay or indulgence by the Lender in exercising any right conferred on the Lender under this Agreement does not operate as a waiver of that right.  
(b) A single or partial exercise of the right does not preclude any other or further exercise of any other right conferred on the Lender under this Agreement.  
(c) A waiver of a breach does not operate as a waiver of any other breach.  
(d) A waiver by the Lender of any default by the Borrower under this Agreement does not operate as a waiver of any other default by the Borrower.

**14.9 Remedies**  
The rights of the Lender under this Agreement are cumulative and not exclusive of any rights provided by law.

**14.10 Severability**  
Any provision of this Agreement which is invalid in any jurisdiction must in relation to that jurisdiction:  
(a) be read down to the minimum extent necessary to achieve its validity, if applicable; and  
(b) be severed from this Agreement in other case, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction, except where doing so would cause the Agreement to operate in a way which is materially inconsistent with the parties' intention.

### Schedule 1

<b>Item 1:</b> Date:        /        /	<b>Item 3:</b> Tuition Fee: \$
<b>Item 2:</b> Borrower:	<b>Item 4:</b> Term:
Name:	
Address:	<b>Item 5:</b> Default Rate 5%
Phone number:	
Email:	<b>Item 6:</b> Drawdown date:        /        /

### Executed as an agreement

#### Lender

Signed for and on behalf of Catalyst Education Pty Ltd ACN 165 045 394 by its duly authorised representative in the presence of:

Signature of witness: \_\_\_\_\_

Signature of authorised representative: \_\_\_\_\_

By executing this agreement the representative states that he/she has received no notice that his/her authority to do so has been revoked.

Name of witness: \_\_\_\_\_

(please print)

Name of authorised representative: \_\_\_\_\_

(please print)

**This page has intentionally been left blank**

## Payment authorisation

Student name: \_\_\_\_\_

### Section 1 - Fee Information

Tuition fee: \$ \_\_\_\_\_

### Section 2 - Payment options (choose one of the following payment options)

Vet Student Loans

Payment in full upfront/balance to be paid on Payment date:     /     /

Catalyst Plus loan (see terms and conditions overleaf) Commencement date:     /     /      Fortnightly      Monthly

Installments of: \$ \_\_\_\_\_ Payment start date:     /     /

(Minimum of \$50 per week)

### Section 3 - Payment details (please only fill in the details of the payment method indicated above)

#### Credit card details

Card type:      Master Card      Visa      Debit card/Credit card

Name on card: \_\_\_\_\_

Card number: \_\_\_\_\_

Expiry date: \_\_\_\_\_ Security code: \_\_\_\_\_

#### Direct debit details

Bank name: \_\_\_\_\_ Branch: \_\_\_\_\_

Account name(s): \_\_\_\_\_

BSB: \_\_\_\_\_ Account number: \_\_\_\_\_

### Section 4 - Payment authorisation

**I hereby authorise Selmar Institute of Education to charge me the tuition fee via the following payment method: \***

Debit card/Credit card      Direct debit

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\* You request and authorise Selmar Holdings Pty Ltd (APCA ID:318329) to arrange, through its own financial institution, a debit to your nominated account any amount Selmar Holdings Pty Ltd has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you acknowledge: You have understood and agreed to the terms and conditions governing the debit arrangements between you and [insert debit user name] as set out in this Request and in your Direct Debit Request Service Agreement. You authorise and request that this Direct Debit Request remain in force until cancelled, deferred or otherwise altered in accordance with the Service Agreement; and You confirm account details are correct and that this request is signed by required number of authorised signatories.

**If you would like to speak to someone about your payment please contact  
Amanda Campbell from accounts on 03 9516 6633 or [selmaraccounts@selmar.edu.au](mailto:selmaraccounts@selmar.edu.au)**



**Email [info@selmar.edu.au](mailto:info@selmar.edu.au)**  
**Call 1300 223 040**

**[www.selmar.edu.au](http://www.selmar.edu.au)**

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