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## Terms and Conditions

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### Purpose

The purpose of this document is to ensure transparency of Minerva College's (the College) terms and conditions.

The College is a Registered Training Organisation (RTO Code: 90284) under the Australian Skills Quality Authority (ASQA). As a condition of registration, the College is required to comply with the requirements of the *Standards for Registered Training Organisations (RTOs) 2015* at all times.

The principles of natural justice and procedural fairness are incorporated at all levels of our operation. As an RTO, our course policies and procedures meet the requirements and stipulations of all Commonwealth, State and/or Territory Legislation relevant to our scope of operation.

Detailed below is important information regarding the terms and conditions of your enrolment, your rights and responsibilities, and our obligations to you. Please read the following carefully, as it is a condition of your enrolment that you have read, understood, and accepted this information (also contained in your Student Handbook). In accepting the following terms and conditions, you are also ensuring that the information you provide to Minerva College is true and correct

### Student Selection

Minerva College publishes entry and eligibility requirements for all courses offered. Potential students must meet the entry requirements to enrol.

Minerva College reserves the right to refuse any potential student entry to a course if they do not meet the requirements outlined in Minerva Colleges Policies or Procedures.



## Enrolment Process

To enrol in a Minerva College course, you will be required to complete an enrolment application form. This form is available on our website or can be sent electronically upon request.

Once you have completed this form, your eligibility and academic suitability to enrol in the selected course will be assessed. You will be contacted by a member or representative of Minerva College for a Course Suitability and Sales Compliance call. Should you request FEE-HELP assistance, you will be required to produce the required evidence of eligibility to access the scheme as outlined in our Student Entry Policy and Procedure.

Upon successful enrolment in your course, you will receive confirmation of enrolment through an offer letter. Until you have received this confirmation of enrolment, Minerva College cannot guarantee your place in the course. For full details of the enrolment process please refer to our Admission and Enrolment Policy and Procedure.

## What is a VET Student Loan?

The VET Student Loan scheme is available to assist eligible students studying higher level vocational education and training (VET) qualifications to pay their tuition fees. Higher level VET qualifications are at the Diploma level and above; VET Student Loans are not available for Certificate level courses. VET Student Loans can be used to pay all or part of an eligible student's tuition fees, but cannot be used for additional study costs such as accommodation or text books.

Once you have a job and your income reaches \$54,869 (for the 2016/17 financial year) your VET Student Loan will begin to be repaid through the tax system. For further information regarding VET Student Loans you can refer to the Study Assist website <http://studyassist.gov.au/sites/StudyAssist>

## VET Student Loan Eligibility

To be eligible for a VET Student Loan, students must be able to provide a valid Australian Tax File Number, be an Australian citizen or holder of a Permanent Humanitarian visa and be a resident in Australia for the duration of the course.



Students must also satisfy the academic suitability requirements as outlined in our Student Entry Procedure.

Students that are not eligible to access VET Student Loans will be required to pay their course fees up-front or on an agreed recurring payment schedule.

## Census Date

The census date is your deadline for various requirements, including submitting your Request for Commonwealth Assistance form, making any up-front payments of your tuition fees and formally deferring or withdrawing from any Units of Study.

## Commonwealth Assistance Notification (CAN)

Within 28 days of passing any course census dates, Minerva College will issue you with a Commonwealth Assistance Notice (CAN). This document will outline:

- The tuition fees for your units of study
- The units of study for which you have received a VET Student Loan
- Any up-front payments you have made
- Any VET Student Loan fee incurred for undergraduate units of study
- Any VET Student Loan fee incurred

If you notice any errors on your CAN, you have 14 days from the date of the CAN to submit a written request for correction. You will need to specify:

- Which details you believe are incorrect
- Why you believe they are incorrect

For more information regarding your CAN, you can refer to the study assist website:

<http://studyassist.gov.au/sites/studyassist/infowhilestudying/what-is-a-can/pages/what-is-a-can>

## Student Requirements

As a student of Minerva College, you agree that you have the following:

- Pre-requisite units and entry requirements as applicable to your qualification
- Appropriate level of computer literacy – the ability to use a word processing application, email and Internet. Minerva College does **not** provide IT technical support for students
- Appropriate computer software – Microsoft Word (or the Open Office equivalent) and a PDF Reader
- Regular allocation of time over the length of your enrolment to complete your course
- Active email address and internet connection
- Mobile phone with voice mail capability



- Willingness to receive correspondence via mail / email / text message / voice broadcast
- Willingness to respond to communication in a timely manner
- If you have opted to pay for your course via instalments (referred to as a payment plan), the capacity to meet these instalments as per your contract
- Willingness to seek help with assignments and Language, Literacy and Numeracy when needed

### Eligibility

All students must be over the age of 18 to participate in a course with Minerva College, unless express verbal or written permission from a parent or guardian is supplied.

In accepting this enrolment, you are warranting that you are at least 18 years of age;

### **OR**

If you are under 18 years of age, you must ensure your parent or guardian has read and understood the terms and conditions contained in this booklet. By providing signed or verbal approval of your enrolment, your parent or guardian acknowledges and accepts the terms and conditions herein, including guaranteeing the principal liability to make payment of all course fees.

### Student Rights & Obligations

As a student enrolled with Minerva College it is important that you are aware of the services and support available to you during your studies. All students have the following rights while enrolled:

- Fair and equitable treatment at all times, including access to all programs available on scope (in accordance with relevant entry requirements).
- Access to the required support, training and assessment in order to successfully complete the training, regardless of location or mode of delivery.
- Access to any records held by us, including personal details, course progress, and payment information.
- Access to the services outlined in this document.

As a student of Minerva College, you are obligated to:

- Ensure that the work you submit is your own; any discovery of plagiarism will be dealt with as outlined in the plagiarism policy.
- Advise us as soon as you become aware of any issues which may affect your study, including language, literacy and numeracy needs.



- Abide by the terms and conditions outlined in this document, and the code of conduct policy in all dealings with Minerva College.
- Meet your assessment and enrolment deadlines; where this is not possible, you must advise Minerva College as soon as possible.
- Make your course payments by the agreed due dates; further information on fees is outlined later in this document.

### Minerva College Rights & Responsibilities

Minerva College has an obligation:

- Not to tolerate discrimination towards any group or individual in any form, inclusive of race, gender, political or religious beliefs, culture, sexuality and/or disability (physical or intellectual).
- To inform you, the student, of important policies including how we ensure your privacy, how we handle complaints and appeals, and under what circumstances we administer refunds.
- On payment of all course fees, to provide support, training and assessment services in the chosen training program in compliance with the *RTO Standards 2015*, and as summarised in the enrolment documentation you will receive. This guarantee continues for the period of enrolment to ensure students have the opportunity to successfully complete the training.
- To inform you if any part of the agreed services, including training and assessment, are to be delivered by a third party.
- To issue you with AQF certification documentation upon request and at the end of your enrolment, whether completed or terminated, providing you have met the requirements of the qualification or unit(s) of competency.
- To abide by our published policies and the information contained in this handbook.

Minerva College reserves the right:

- To cancel an enrolment without notice if, by the enrolment end date, a student has not achieved all course requirements. If some units within the qualification have been completed, a statement of attainment will be issued reflecting the competencies awarded. No refunds will apply in this instance.
- To cancel an enrolment for reasons outlined in the Code of Conduct, Student Plagiarism, and Fee requirement policies.
- To collect fees as per the agreed terms and conditions supplied upon enrolment, and in accordance with the policies outlined in this document.

### Course Fees

Your course fee includes the delivery and assessment of your qualification, all resources and study materials for the course as well as the support you receive from Minerva College.



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Minerva College publishes on its website all course fees relevant to all available courses and Units of Study. These fees may change from time to time and all changes will be published on the Minerva College website. Any student affected by changes to course fees will be notified in writing.

Upon enrolment, you will receive an email summarising the tuition fees for your chosen course based on your payment method.

### Cooling Off Period

All students enrolled in a Non VET Student Loan enabled course, that elect to pay for their chosen course through an upfront or payment plan method will be entitled to a five (5) day cooling off period, effective after confirmation of enrolment. The cooling off period is calculated using *actual* days, so weekends are included and ends at 11.59pm on the final day.

This cooling off period exists for you to engage with the course content of your chosen course and to ensure that your selected qualification suits you. It is also your responsibility to identify potential barriers to your learning during this period. Once the cooling off period expires, you will be bound to honour your contractual arrangements in full.

### Refunds

Minerva College offers a refund policy for students enrolled in its courses. Should you wish to apply for a refund or re-credit of VET Student Loan debt, you must follow the steps as outlined in the Refund and Re-credit of VET Student Loan Policy and Procedure.

### Modifying Payments

You may, during the course of your enrolment, require an adjustment to your payment plan. Requests should be submitted in writing, along with evidence of genuine hardship and relevant documentation, and will be assessed in accordance with the applicable policies. Any variation to standard policy must be approved by the CEO or delegate. In all cases, students will still be required to pay their course fees and honour their contractual obligations.



## Provider Default

If Minerva College cancels or postpones a course or session for any reason the student may be entitled to a refund if they have not commenced their course or been transferred to another course.

If a student has commenced their course and Minerva College or any of their agents postpone/cancel a course or sessions, the student may be eligible for a pro-rata refund dependant on the number of units they have completed or how long they have been enrolled. They may also have the option to be transferred to another course.

## Payment Default

During enrolment, students can elect to pay for their course via a payment plan. To be eligible for a payment plan you must pay the required deposit, confirm set of fixed weekly or fortnightly amounts and agree to pay off the course within the set timeframe. A verbal authority, signed enrolment form or application form submitted online is verification of consent to all terms and conditions associated with that loan or payment plan, as provided to the student.

- If you default on a payment, your assessment will not be marked until the account is paid to date. This may mean making a 'catch up payment' for the missing amounts as well as any third party fees.
- No student will be eligible to participate in webinars, tutorials or other related support if their account is not paid to date.
- Students will also be unable to participate in Assessment Days, practical assessment or other related support until their account is paid to date.
- Course fees must be paid in full for your last assignment to be marked, and for your certificate to be issued.
- If your account remains unpaid, access to resources via your online learning platform will cease until the payments are brought up to date. Course extensions will also not be granted to students that are behind in their payments.

## Credit Card Payments

If you have paid any part of your course fees via credit card, you are acknowledging that the card belongs to you or that you have express permission from the owner to use the card. If a third party (family member, friend or employer) will be paying for your course fees, please note that it is **your responsibility to get permission** from the card holder to add their name and credit card to your student account.



## Debt Recovery

If, for any reason, a student has defaulted in their payment to Minerva College then the remaining balance may be referred to either our solicitors or a debt collection agency for recovery proceedings. The student shall be liable for all costs associated with the recovery of their debt including; collection fees, commissions and legal costs.

## Recognition of Prior Learning (RPL)

Minerva Colleges RPL policy recognises all nationally recognised qualifications and Units of Competency issued by Registered Training Organisations in Australia. It also acknowledges the fact that many students may have previously worked either full or part time or in a voluntary capacity that may have involved some training (either formal or informal). You may also have attended other training courses that didn't result in gaining a formal qualification.

RPL must be applied for at the start of a course to make sure the appropriate adjustments can be made to your study schedule. RPL cannot be applied for after a student has begun their studies.

When you apply for RPL, your knowledge and skills are measured against the equivalent unit(s) in the relevant course. If you are successful, you will be assessed as having already completed those units in your course. This may enable you to complete your studies in less time, however it will attract the same costs as completing the full unit.

## Credit Transfer

Credit transfer can be applied when a student has completed the exact Unit of Competence previously through another Registered Training Organisation or TAFE. If you have previously completed any Units of Competence outlined on your course summary, you may receive Credit Transfer for your course. If this is the case, you will not be required to re-complete the unit, nor will you be charged to enrol in that specific unit.

To apply for Credit Transfer you must notify your course advisor prior to enrolment. You will need to submit a certified copy of your prior qualification/s (which indicates completion of the Unit of Competence you are applying for Credit Transfer for) as





well as a copy of your Curriculum Vitae (CV) or letter from your employer to prove currency of your skills and knowledge.

## Access, Equity and Anti-Discrimination

Minerva College applies access and equity principles across all policies and procedures to promote full and equal participation of students in its courses, to foster an environment free of discrimination and harassment, and to assist students to identify and achieve their desired outcomes.

## Computer Literacy

As a large portion of your course will be delivered and/or accessible online it is a requirement of Minerva College that you have both access to a computer/mobile or handheld device and internet and a basic level of computer literacy to access your course materials and content. Students who require assistance or are unsure if they meet the computer access and literacy requirements for their course are encouraged to speak to a course advisor prior to enrolment and must outline this on their student enrolment form.

## Evaluation of Training

At Minerva College we are serious about the quality of our training and student support services. We always strive to improve our courses, resources, training and assessments. Throughout your enrolment you may be asked for feedback on various elements of the course. Your responses will be used to improve our current offering for our future students. We encourage your constructive feedback and appreciate your honesty. We would like to thank you in advanced for proving us with constructive feedback.

## Copyright & Intellectual Property

Minerva College owns or has the right of use of all course materials, content, assessments, online courses, handbooks, policies, procedures, business practices, and other intellectual property you will be exposed to throughout your course.

Minerva College will provide you access to relevant materials prior to and throughout your enrolment. All materials are to remain for the explicit use of the enrolled student and must not be distributed to any other parties. All documentation, logos, slogans, pictures, courseware and other materials provided by the Minerva College are copyrighted by the Minerva College or one of Minerva College's partners.



Students are only permitted to use their course materials and content for the purpose of completing the course they are enrolled in. No student is to provide content to any third parties or re-produce any part of their course.

## Course Sequence & Holidays

Throughout your enrolment with Minerva College you will undertake one or more Units of Study. Minerva College may require you to complete particular Units of Study in specific sequences. For example, if your course is structured into three Units of Study (trimesters), you may be required to complete trimester one prior to commencing trimester two.

Upon completion of each Unit of Study, you will be required to formally acknowledge your desire to commence the next Unit of Study. Minerva College does allow students to take extended breaks in-between Unit of Study enrolments. To arrange this, you will need to notify the college directly.

## Code of Conduct

All students are expected to conduct themselves in a courteous and professional manner at all times. It is expected that students will treat staff, fellow students and members of the public with respect and courtesy at all times.

## Misconduct

Student enrolments may be reviewed if a student conducts themselves in a way which:

- Tarnishes Minerva College's name and/or reputation
- Is illegal
- Is considered negligent
- Is threatening, discriminatory, harassing or abusive
- Is deceiving or is falsely represented
- Unduly disrupts staff or students of the Minerva College

## Suspension

Minerva College may, at its complete discretion, suspend a student from their course if they are found to be conducting themselves in a manner that breaches this policy. Students may also be suspended for:



- Not paying any fees by the due date
- Providing false or misleading information during enrolment
- Not completing required documentation as requested by the Minerva College

### Bullying & Online Misconduct

Minerva College will not tolerate any bullying or online misconduct. Students will have an opportunity to work and communicate with fellow students throughout their course and through online forums and chat. It is expected that all students treat their peers and staff of Minerva College with respect. Any misconduct or bullying occurring online will be taken seriously by Minerva College and any student found to be misbehaving may be suspended or withdrawn from their course.

Students must not use social media, other online services or tools or any other publically available or accessible communication methods to make disparaging or offensive statements regarding Minerva College, its courses, teachers or other staff, guest lecturers or other students.

Students must also not use social media, other online services or tools or any other publically available or accessible communication methods to otherwise engage in conduct which damages the good name and reputation of the College, its courses, teachers or other staff, guest lecturers or other students.

Any issues or complaints regarding Minerva College, its courses, teachers or other staff, guest lecturers or other students should be raised using the complaints process.

### Complaint & Appeals

Minerva College is committed to providing an effective, efficient, timely, fair and confidential complaints and appeals handling procedure for all students. This policy covers both academic and non-academic grievances and appeals.

Academic matters include matters that relate to student progress, assessment, course content or awards in a VET course of study.

Non-academic matters include matters which do not relate to student progress, assessment, course content or awards in a course and include grievances in relation to personal information that the provider holds in relation to the student. Non-academic grievances tend to arise from events occurring at a provider or from decisions made by a provider.



Complainants are entitled to access the complaints and appeals procedures regardless of the location of the campus or online campus at which the grievance has arisen, the complainant's place of residence or mode of study.

Complaints and appeals should be formally lodged with Minerva College to ensure they are handled in the appropriate manner. For further details, please refer to the Complaint and Appeals Policy and Procedure.

## Course and Academic Progression

Minerva College is dedicated to assisting all students in successfully progressing through their studies as they work towards gaining a qualification. As such, we strictly enforce a course progression policy. The purpose of this policy is to monitor and assess the activity levels and academic progress of all students to ensure that student achievement and retention is consistent with our educational objectives and to provide guidelines regarding cases of unsatisfactory course activity and academic progress. For further details, please refer to our Course and Academic Progression Policy.

## Review of Enrolment

Minerva College reserves the right to review any student's enrolment whose conduct or progression is not of an acceptable standard and/or if the student breaches any policies or conditions. If a student is found to have breached the terms in the student handbook, Minerva College may suspend or withdraw a student from their course.

## Extension

Some students may wish to extend their unit of study end date (also referred to as trimester or course end date). If you wish to apply for a unit of study extension you must follow the steps as outlined in the Extension Policy and Procedure.

## Withdrawal

Should you wish to withdraw from your course you must follow the steps as outlined in the Withdrawal Policy and Procedure.

## Personal Information and Privacy



Minerva College keeps all student information private and confidential. For regulatory requirements, Minerva College is required to supply your information to regulatory bodies or government agencies. These may include:

- The Australian Skills and Quality Authority (ASQA)
- The Department of Industry
- The Department of Employment
- The Australian Taxation Office (ATO)
- The State Training Authorities
- The National Centre for Vocational Education Research (NCVER)

From time to time Minerva College may be required to release information about your academic progress to other parties, such as: employers, Job Services Australia providers, 3rd parties delivering services on behalf of Minerva College (such as Educational Agents).

From time to time Minerva College may be required to release your information to other parties. Minerva College will never sell or release your personal information for any reason that does not relate to your studies at Minerva College. Minerva College will restrict any personal information being shared to the minimum required and will treat your personal information with strict confidence as outlined in the Personal Information of Student Policy and Procedure.

### Access to Records

Students can request access to their records at any time throughout their enrolment. Students should submit their requests in writing to Minerva College.

### Fee Assurance

Minerva College maintains a Tuition Assurance scheme. This scheme can be found on the website.

### Austudy/Abstudy/Youth Allowance

Students studying with Minerva College may be eligible for student benefits from the Department of Human Services (Centrelink). Minerva College does not guarantee any students eligibility for the benefits. To find out if you are eligible, contact Centrelink.

### Online Access to Course Materials



Where a student is enrolled in an online course, or provided with online course materials, only the named student is permitted to access the online learning environment. Students should not share their username and password with any other parties or permit anyone else to access their account.

## Cheating/Plagiarism

Minerva College treats cheating and/or plagiarism as a serious offence. Any student found cheating or plagiarising will be suspended from their course and may be withdrawn at the student's expense (i.e. no financial refund or reimbursement). If a student is found to be cheating or plagiarising on more than one occasion, Minerva College may withdraw the student from their course and refuse any future enrolments.

Any student using work produced by someone else (quotes, paraphrasing, ideas or other material) must formally reference the author. Failing to reference an author may be considered plagiarism.

## Online Resources

Students who are provided with online access to course materials and assessments will be provided with access to these materials on the day of their commencement. Access will be restricted upon completion of the Unit of Study and/or at the end date of the student's enrolment in that Unit of Study.

## Submission of Assessments

Students will be required to submit their assessments as outlined during their course. Upon submission of assessments the student will be assessed and deemed either 'Competent' or 'Not Yet Competent'. If a student is deemed 'Not Yet Competent' they will be required to re-complete and submit their assessment.

Students are advised to always keep copies of any assessments submitted in case the original is misplaced.

## Language, Literacy and Numeracy (LLN)

As an RTO, Minerva College will ensure that potential students have the required language, literacy and numeracy to undertake the course they are enrolling into. Any required support will be identified prior to enrolment, and monitored throughout the



student's course progression. Minerva College will offer referral or support services to students upon request. Referrals will be made to Commonwealth ACE providers or community literacy providers.

### Image Release Consent

Minerva College may, at times, take photographs, record videos and develop various marketing campaigns for use in promotional activities. These images and records remain the property of Minerva College and will not be sold to any third party.

By enrolling in a course with Minerva College, you are agreeing to allow Minerva College to use and make reference to any images and recordings you have participated in. This may include but is not limited to photographs, video recordings, voice recordings and text extracts.

### Work Health and Safety (WHS) & Security

Minerva College has in place Work Health and Safety and Security procedures. It is expected that any student attending a Minerva College campus conducts themselves in a responsible manner and complies with any reasonable WHS request from staff.

### Smoking, Alcohol and Drugs

Our campuses and offices are non-smoking workplaces. Alcohol and drugs, or students affected by alcohol or drugs, are not permitted on campus. Any student found to be affected by alcohol or drugs while on campus will face disciplinary proceedings.

Any student using and/or distributing substances prohibited by law may be suspended or have their enrolment cancelled and be reported to the relevant authorities.

### Change of Details

Students are required to notify Minerva College in writing of any changes to their personal or contact information. Changing personal details and not notifying Minerva College will not be considered an adequate excuse for not receiving communication.

### Testamurs

Upon completion of a course, students will be issued with a formal Nationally Recognised Qualification. This will be issued by Minerva College (RTO: 90284) and



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sent via mail to the student's postal address provided on their enrolment form (or as updated from time to time).

Students who withdraw prior to the completion of their course may request a Statement of Attainment indicating any Units of Competency they completed while studying with Minerva College.

Students who withdraw prior to payment of course fees or students who do not make payment of their course fees will not be entitled to any Statement of Attainments or formal Qualifications.

If a student loses or misplaces their testamurs, they may request re-prints in writing. Re-prints of any Qualifications or Statement of Attainments will incur a \$100 administration fee.

### Minerva College and Tandem College Pty Ltd

Minerva College is a business name of Tandem College Pty Ltd. Any student enrolling in Minerva College is a student of Tandem College Pty Ltd.

### Legislation

Tandem College Pty Ltd (trading as Minerva College) is subject to a range of legislative requirements as a Registered Training Organisation and VET Student Loans provider. Legislation is continuously being updated and amended.

Should any legislative requirement, which would have an impact on your enrolment with Minerva College, change throughout your enrolment, you will be notified in writing via email.

### Contacts

Phone: 1300 882 110

Mail: Level 3, 166 Keira Street, Wollongong, NSW 2500

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

### Disclaimer

Minerva College has taken appropriate measures to ensure the information published is accurate. Due to a range of circumstances beyond our control, information may change from time to time. The Minerva College management team apologises for any inaccuracy in information supplied that may cause confusion. The





Minerva College management team reserves the right to make changes when required.

## **Revision History**

<b>Revision</b>	<b>Date</b>	<b>Description of modifications</b>
1.1	24 September 2015	Original
1.2	20 October 2016	Format changes
1.3	23 February 2017	Update from VET FEE-HELP to VET Student Loans

## **Approval**

<b>Revision</b>	<b>Date</b>	<b>Approved &amp; Endorsed by</b>
1.1	24 September 2015	Executive Management Committee



Revision	Date	Approved & Endorsed by
1.2	20 October 2016	Executive Management Committee
1.3	23 February 2017	Executive Management Committee