

Student Written Agreement

2018-19 VET Funding Contract—Skills First Program

All sections of this document constitute the written agreement between the student and Baxter Institute. This agreement incorporates compliance under the VET Quality Framework and the jurisdictions determined by the 2018-2019 Standard VET Funding Contract.

PART A—COURSE(S) OFFERED

STUDENT NAME STUDENT ID: UNIQUE STUDENT IDENTIFIER (USI): DATE OF OFFER:

If you do not have a USI, please visit www.usi.gov.au/ to create one for yourself. Alternatively, you can authorise BAXTER INSTITUTE to create one for you on your behalf by filling in form SS163.b and returning it to BAXTER INSTITUTE with this application.

Course Code	Course title	Course Duration (Weeks)	Description	Tuition Fee calendar year 2018	Tuition Fee calendar year 2019	Tuition Fee calendar year 2020
			Tuition Fee			
			Materials & Equipment*			
			Enrolment Fee ¹			
			TOTAL			

* Materials and Equipment Fees are payable at the commencement of the course unless a payment schedule arrangement is offered.

¹ Enrolment fee is non-refundable.

Campus Location:

PART B—PAYMENT ARRANGEMENT

Account Name: **Sheila Baxter Training Centre Pty Ltd**BSB: **013 006**Account Number : **841688807**Bank Name: **ANZ**Swift Code: **ANZBAU3M**Bank address: **388 Collins Street, Melbourne VIC**

Tick one box below to indicate payment method

Telegraphic Transfer Credit Card* EFTPOS Cheque (enclosed) Cash (in person)

* Payments by Visa and Master Cards only (to make a payment that is not in person a credit card authority form is required)

PART C—ACCEPTANCE PROCEDURE

1. Read the offer letter carefully and make sure that you understand all the requirements of the offer and that you meet all conditions associated with the offer before signing this agreement.
2. Read and complete all sections of the Written Agreement which includes information about the Institute's refund arrangements.
3. Return a completed and signed copy of all sections of the Written Agreement to the Institute by fax, post or email to domesticstudent@baxter.vic.edu.au.
4. Pay the "minimum payment required for acceptance of the offer" to Baxter Institute by cash, bank draft, credit card or telegraphic transfer. Please note that this fee will not be accepted before Baxter Institute receives a completed and signed copy of your Written Agreement.
5. If you want to apply for Recognition of Prior Learning (RPL) or Credit Transfer (CT), you will have to complete and submit an application form for RPL or CT, along with any related certified transcripts or supporting documents within 30 days after orientation; otherwise, you will be inducted as a completely new student. If you have already commenced the unit(s) for which you are applying RPL or CT, your application may still be accepted but there will be no refund of fees for these units.

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute
Ph: (03) 9650 0367 Fax: (03) 9654 1049
Level 10, 399 Lonsdale Street, Melbourne Victoria 3000 Australia
ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030
Email: domesticstudent@baxter.vic.edu.au Website: www.baxter.vic.edu.au

Student Written Agreement

2018-19 VET Funding Contract—Skills First Program

PART D—REFUND POLICY

1. Refund applications must be made by completing Refund Application form FN108 and sending it to the Finance Department of the Institute. The Refund Application Form is available from the Institute/website. Refund application form must be submitted by email to refunds@baxter.vic.edu.au, attention “Finance Department” or in person. Whether the student is entitled to a refund or not, they will receive written notification of the outcome which will include an explanation of how the refund was calculated within 20 working days of receipt of the refund application (for refunds that relate to provider default, refer below). The refund will be paid to the student or another person nominated in writing by the student. If a credit card is used to make payment(s), the Institute will refund the amount on to the credit card used for the payment(s). Where an application is withdrawn or cancelled, notification by submitting “Cancellation Form SS115.a” must be provided. Any refunds listed in the table below exclude the non-refundable enrolment fee of \$100, payable at course commencement. This fee is mandatory and covers all administration required for enrolment.

Course cancelled or rescheduled by Baxter Institute (provider default)	100% refund of tuition fees
Withdrawal notified in writing and received by the Institute prior to commencement date	100% refund of tuition fees
Cancellation after course commencement	100% refund of unspent tuition fee**
Materials & Equipment fees	0% refund*

* Material & equipment fees are non refundable (regardless of the packaging being sealed). If students have not received the kit at the time of refund, students receive 100% refund.

** Unspent tuition fees are calculated from the last date of attendance until the end date of the period to which the payment relates plus the paid tuition fee for subsequent calendar year

2. In the unlikely event that the Institute is unable to deliver your course in full, you will be offered a refund only of the undelivered training hours. The refund will be paid to you within 20 working days from the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the Institute (if eligible). You have the right to choose whether you would prefer a refund of the unspent tuition fees, or to accept a place in another course. You will need to re-enroll into the alternative course.
3. All fees and charges per calendar year must be paid in full prior to course commencement unless a “PAYMENT SCHEDULE AGREEMENT” (PSA) is arranged with the Institute. Payment schedules are not affected by the deferral or suspension of studies.
4. Tuition fees incur when the course commences. Baxter Institute may offer installment payments on the basis that the payments will be made on the scheduled dates. If a student is in breach of the payment arrangement, the Institute has the right to cancel the payment plan and request full payment for the entire amount owed, also, the Institute’s cancellation process will be commenced as this is a breach of the Written Agreement and the Institute’s Code of Conduct for students.
5. Students can provide Baxter Institute with valid evidence of concession any time prior or during their enrolment to receive concession fee. Concession fee will apply from the day the evidence of concession is provided to the end of the student’s enrolment. If the student provides evidence of concession after the course commencement date, his/her tuition fee will be revised to reflect concession fee for the remaining duration of enrolment and refund will be made if applicable.
6. When a student does not complete his/her courses within the expected duration, the student will be charged for extension to course duration, subject to the hourly rate at the time of enrolment.
7. Students are not allowed to apply to enroll into another course with the Institute until: a) the minimum payment related to tuition fee and material & equipment fee required as per the offer letter has been paid and b) any outstanding debts have been paid.

PART E— ALL POSSIBLE FEES

Information on all possible fees besides the course fee schedule listed on the first page of this student agreement. Fees are subject to change without notice.

Enrolment fee	\$100	Replace ID card	\$15
Course Application/RPL	\$150	Replace Certificate	\$30
RPL fee per theory unit	\$250/unit	Logbook replacement	\$75
Deferral Fee	\$200	Request postage of documents	\$20
Re-assessment fee	\$150	Materials and equipment	Refer to indicative fees table on Baxter Institute’s website
Charges for late payment	N/A	Printing and copying (B&W)*	\$0.10/A4 sheet or \$0.20/A3 sheet
Excursion Fee	Subject to activity	Printing and copying (colour)*	\$0.50/A4 sheet or \$1.00/A3 sheet
Credit Transfer	No charge	*Students are required to top up their Printing Cards in order to use printing and copying services. The balance of the printing cards are non-refundable.	
Extension to course duration	Subject to the hourly fee at the time of enrolment		

PART F—PROGRESS, ASSESSMENT & PLAGIARISM

1. Students are required to follow their training plan, failure to follow their training plan may result the cancellation of studies at the discretion of the Institute.
2. Failure to attend classes will have an impact on the student’s course progress and will be seen as their failure to attain competency in the units of competency in the designated qualification and therefore not completing within the expected duration.
3. Baxter Institute proactively monitors student progress and will implement an Intervention Strategy to assist Students to comply complete their course within the expected duration.
4. Students who are in breach of the student code of behaviour are at risk of cancellation of enrolment and losing their government subsidised training entitlement.
5. Students who do not attend the designated date for an assessment without approved leave of absence will be marked ‘not yet competent’. Alternative arrangements may be made at the discretion of the institute should the student have compassionate or compelling circumstances for the non attendance on an assessment day.
6. Students who did not achieve the required level of attendance of 70% of scheduled sessions are not meeting the pre-requisite and will therefore not be allowed to sit for assessment. In this case, students must pay the fee to re-study the unit (or cluster of competencies).
7. Students are permitted a maximum of 3 attempts for assessments; the assessor will review each attempt that is not satisfactory and recommend areas to focus on for further study. However, if after the 3rd attempt the student is still not satisfactory, the student is normally requested to repeat the unit. Yet at the discretion of the course coordinator the 4th attempt may be granted. Intervention strategies will be put in place where major knowledge gaps are identified prior to a student having the opportunity to be reassessed.
8. Students found to have cheated or plagiarised work will not be entitled to re-sit assessments, instead they will be required to repeat the unit (or cluster of competencies).

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute
Ph: (03) 9650 0367 Fax: (03) 9654 1049
Level 10, 399 Lonsdale Street, Melbourne Victoria 3000 Australia
ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030
Email: domesticstudent@baxter.vic.edu.au Website: www.baxter.vic.edu.au

Student Written Agreement

2018-19 VET Funding Contract—Skills First Program

PART G— CREDENTIALS, COMPLAINTS & APPEAL

- Students are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation or transfer, prior to completing the qualification, provided the student has paid required tuition fees.
- Students have access to Baxter Institute's Complaint and Appeals processes. The procedure is detailed in policy P08 Complaints and Appeal, which is available at the Institute and on the website.
- This agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

PART H—DEFERRAL, SUSPENSION & CANCELLATION

- Students once accepted and started, are expected to complete their course within the duration on their agreed training plan.
- Students may initiate a request to defer commencement of studies or suspend their studies on the ground of medical, compassionate, compelling, or exceptional circumstances. Students wishing to defer the commencement of studies or suspend their studies must apply to do so in Writing, by completing Student Leave Form SS117 and submitting it to Baxter Institute. The form is available to collect from the Institute/website.
- The Institute may decide to suspend or cancel a student's enrolment on its own initiation as a response to misbehavior by the student. Misbehaviour occurs when the student breaches the requirements of the Student Code of Behaviour as defined in policy P01 Student Code of Behaviour, which is available on the Institute's website.
- During a student's leave of absence, the student's payment plan will be altered to reflect no cost incurred during the leave period.
- Deferral of commencement, suspension of enrolment and cancellation of enrolment have to be reported to the government via Skills for Victoria Training System (SVTS) and may affect the funding of your course.
- Retrospective deferment or suspension may only be considered in the most exceptional cases. This may be due to medical emergencies and evidence may be required to support the application. The decision for granting approval is solely at the discretion of the Institute.
- For any deferral/suspension made it is the student's responsibility to collect and abide by the revised training plan from the Institute. Baxter Institute will advise the Department of the revised end date of the course via SVTS and student can request for a revised Letter of offer.
- If the student is absent for 14 consecutive days without prior approval or reasonable grounds (such as compassionate or compelling reasons beyond the student's control), Baxter Institute's staff will notify the student of the intention of cancelling his/her enrolment by issuing a letter. In the letter, the student will be informed of his/her right to access the complaints and appeals process. If the appeal is not upheld or the student withdraws from the appeal process, the student's enrolment with Baxter Institute will be cancelled.

PART I— OTHER CONDITIONS

- Once student has signed this agreement and paid fees as set out in Part A, and Baxter Institute has countersigned this agreement in Section L, this will become a binding contract between the student and Baxter Institute. If the student is under 18 at time of signing then this agreement will also require the signature of parent/guardian to become a binding agreement.
- The laws of the Commonwealth of Australia and the States govern the contract between the Student and Baxter Institute.
- Baxter Institute may vary such conditions of enrolment as may be necessary to comply with any law or regulation of the Commonwealth of Australia or the States, the Skills First Program under the Department of Education and Training (DET).
- Students must notify the Institute of changes of address, telephone number, email address and fax number within 7 days of the change. Failure to do this may mean the student may not receive important information which may affect their course, their enrolment or their funding. Students are responsible for any consequences that may occur due to non adherence.
- Information collected on this written agreement and during your enrolment is collected in order to meet the Institute obligations under the 2018 Standard VET Funding Contract, and to ensure student compliance with the Institute policies. The authority to collect this information is contained in the 2018 VET Funding Contract of the Skills First Program. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.
- Baxter Institute's formal method of communication of Policy and procedure will be on the website. Students are required to keep abreast with the latest Policies and Procedures without being informed.
- Baxter Institute and its staff will not be responsible for students' lost or stolen items. When using lockers, students should ensure their lockers are securely locked at all times. Students must not leave valuable or inappropriate, hazardous items in the lockers. If caught, the institute reserves the right to cut the lock and confiscate all contents without bearing any liability of damages and lost items that follow.

PART J— PRIVACY NOTICE

- Baxter Institute is required to provide the Victorian Government, through the Department of Education and Training, with student and training activity data which may include information provided in this enrolment form and unique identifiers such as the Victorian Student Number (VSN) and the Commonwealth's Unique Student Identifier (USI). Information is required to be provided in accordance with the Victorian VET Student Statistical Collection Guidelines (which are available at <http://www.education.vic.gov.au/training/providers/rto/Pages/datacollection.aspx>).
- As necessary and where lawful, the Department may disclose VET data, including personal information, to its contractors, other government agencies, professional bodies, organisations conducting student surveys and Researchers. and/or other organisations for VET-related purposes. In particular, this includes disclosure of VET student and training data to the Commonwealth and the National Centre for Vocational Education Research (NCVER).
- The Department and NCVER uses student and training data, including personal information, for a range of VET purposes including administration, monitoring and planning. A student's USI may be used for specific VET purposes including the verification of student data provided by Baxter Institute; the administration and audit of VET providers and programs; education-related policy and research purposes; and to assist in determining eligibility for training subsidies.
- The Department's collection and handling of enrolment data and VSNs is authorised under the Education and Training Reform Act 2006 (Vic). The Department is also authorised to collect and handle USIs in accordance with the Student Identifiers Act 2014 (Cth) and the Student Identifiers Regulation 2014 (Cth).

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute
 Ph: (03) 9650 0367 Fax: (03) 9654 1049
 Level 10, 399 Lonsdale Street, Melbourne Victoria 3000 Australia
 ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030
 Email: domesticstudent@baxter.vic.edu.au Website: www.baxter.vic.edu.au

Student Written Agreement

2018-19 VET Funding Contract—Skills First Program

PART J— PRIVACY NOTICE (CON't)

- You may be contacted to participate in a survey administered by an NCVET employee, agent or third party contractor, or a Department-endorsed project, audit or review relating to your training. This provides valuable feedback on the delivery of VET programs in Victoria. Please note you may opt out of the NCVET survey at the time of being contacted.
- Failure to provide your personal information may mean that it is not possible for you to enrol in VET and/or to obtain a Victorian Government VET subsidy.
- You have the right to seek access to or correction of your own personal information. You may also complain if you believe your privacy has been breached. For further information, please contact Baxter Institute's Student Support Department on (03) 9650 0367 or email info@baxter.vic.edu.au.
- For further information about the way the Department collects and handles personal information, including access, correction and complaints, go to <http://www.education.vic.gov.au/Pages/privacypolicy.aspx>.
- For further information about Unique Student Identifiers, including access, correction and complaints, go to <http://www.usi.gov.au/Students/Pages/student-privacy.aspx>.

PART K—STUDENT DECLARATION

- I understand and agree with the information and conditions in all Parts (A-J) of this agreement. My enrolment specifies that tuition fees are payable per calendar year unless given a PSA. Should I fail to pay tuition fees due, I may be excluded from class.
- I understand that continuation in the course is dependent upon satisfactory attendance and academic progress. Failure to meet these conditions will result in the cancellation of my enrolment.
- I acknowledge that I have read and understood the description of the course, teaching and assessment methods, facilities, classroom equipment and learning resources and have exercised my independent judgment in enrolling in the course. Baxter Institute does not warrant that enrolment in or completion of the course by me will enable me to obtain any particular employment upon completion of the course.
- I acknowledge I have received information on the local environment in which I will be studying, including location of teaching site.
- I understand that this agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies. (Part H)
- I confirm that all the information provided in this written agreement is complete and correct.
- I agree that I am bound by the Institute's policies and procedures and thereby must follow acceptable codes of behavior, attendance and academic performance and show due concern & respect for other students, support staff as well as my trainers/assessors.
- I understand the terms of this written agreement and the refund conditions and confirm that I have been fully advised of the fees, refund conditions and conditions of enrolment and agree to be a student at the Institute.
- I have read Baxter Institute's Refund Policy and Tuition Fee payment procedure included in this agreement.
- I understand the tuition fees listed in Part A. I am fully aware of the tuition fee charged for the total scheduled hours of my course.
- I understand that I am liable for my personal equipment and belongings and any damages or lost items will have to be replaced at my own cost.
- I confirm that I will keep myself abreast of the latest Baxter Institute Policies and Procedures which are regularly updated on the Institute's website.
- I understand and agree with the student enrolment privacy statement provided to me.
- I have been explained and understand how my enrolment may affect my access to further government subsidized training under the Skills First Program and the Guidelines about Determining Student Eligibility and Supporting Evidence.

Student Signature:

Date:

Parent Signature:

Date:

(if applicant is under 18 years of age)

PART L— PROVIDER ACCEPTANCE OF STUDENT AGREEMENT

Agreement accepted by Baxter Institute (Authorised Delegate)

Signed:

Date:

Name of the authorised Institute employee accepting the Student Written Agreement:

Position:

Department:

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute
Ph: (03) 9650 0367 Fax: (03) 9654 1049
Level 10, 399 Lonsdale Street, Melbourne Victoria 3000 Australia
ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030
Email: domesticstudent@baxter.vic.edu.au Website: www.baxter.vic.edu.au