

## TERMS AND CONDITIONS

### I. Third Party relationships and Placements

1. Baxter Institute does not have third-party training and / or assessment agreements in place with other organisations.
2. Baxter Institute has work placement for the following qualifications:
  - MEM30319 Certificate III in Engineering – Fabrication Trade (160 hours)
  - MEM40119 Certificate IV in Engineering (240 hours)

### II. Amount of training

1. It is a requirement for students to complete 20 hours of Scheduled blended study a week including
  - Class Based Training/Tutoring/Assessment – 16 hours (lunch break of 30 min not included in study hours)
  - Distance/online/individual and collaborative research – 4 Hours
  - Work Based Training/Placements/Community based work activities (as specified)
2. If the student is required to complete placement in the workplace (20 hours per week), they will not be required to attend campus training during placement activities.

### III. Monitoring of Attendance and course progress

1. Baxter proactively monitors student progress and attendance and will implement an intervention strategy to assist students in completing their study within the expected duration.
  2. Throughout your course your attendance and course progress will be monitored.
  3. If you have missed:
    - 3 consecutive scheduled training sessions, you will receive a reminder letter via email reminding you of your attendance and course progress obligations.
    - 5 consecutive scheduled training sessions, you will again receive a letter reminding you of your attendance and course progress obligations, including a request for you to re-engage in your scheduled training schedule or attend an intervention meeting to discuss your course progress barriers.
  4. If your attendance drops below 80% of required schedule course contact hours, you will receive an attendance warning letter, requesting you to attend an intervention meeting to discuss your non-attendance and implement any required intervention strategies to assist you in your too met your min. scheduled course progress of study.
  5. If your attendance drops below 70% of required schedule course contact hours and you are unable to meet you minimum scheduled course progress obligations, you will receive a letter of intention to Withdraw your enrolment
  6. You will have 20 working days to respond to or appeal this letter and at this time be temporarily withdrawn from your active units of study.
  7. If your academic progress falls below 50% in one term, you will receive the first warning e-mail and will be required to attend an intervention meeting to discuss your poor academic progress and how you are to improve.
  8. If your academic progress continues to fall below 50% in the next term, you will receive the second warning e-mail with the intention to cancel your enrolment due to unsatisfactory progress. You will be given the opportunity to appeal within 22 days of the date of the warning e-mail. Your enrolment will be cancelled if you do not appeal within the timeline or your appeal is not successful.
- 9. Scheduled course modification**  
If during your course the original course schedule requires modification, this will be recorded during

a study intervention meeting, with agreement by all parties involved and a new course schedule issued. These modifications may be made due to:

- Baxter intervention due to poor attendance and unsatisfactory course progress
- Student deferment (rescheduling) of study due to non-compelling circumstances
- Student Suspension (pause) of study due to compelling circumstances
- Baxter Cancellation due to inappropriate behaviour

10. 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 Baxter. Failure to attend classes will have an impact on the student's course progress and will be their failure to attain competency in the units of competency in the designated qualification and therefore not completing within the expected duration.

#### IV. Assessment

1. Students who did not achieve the required level of attendance of 80% 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).
2. 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.
3. Students found to have cheated or plagiarised work will be given an opportunity to explain their case. Depending on the situation, the Management shall decide whether the student should repeat the unit and pay the repeat tuition fee or resubmit the assessment. The student's result will be marked as "Not Yet Competent" until after the investigation and/or authenticated results are obtained. An improvement plan will be developed to assist the student to complete the course where applicable.
4. 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 compassionated or compelling circumstances for the non-attendance on an assessment day.

#### V. Complaint and Appeal

1. Students have access to Baxter's Complaint and Appeal process at no cost. Complaint and Appeal form is available at Baxter's website (<https://www.baxter.vic.edu.au/forms/>) or at the reception. The procedure will commence within 10 working days of the formal lodgement of the complaint and appeal and supporting information. Internal appeals against any decisions made by Baxter Institute are to be lodged within 20 days plus 2 days of postage handling. If students are not satisfied with the outcome of internal appeal, they can lodge external appeal to ACPET at 126 Wellington Parade, East Melbourne, VIC 3002.
2. This written 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.

#### VI. Deferral, Suspension and Cancellation

1. Prior to commencing study at Baxter, students may defer commencing their course on grounds of medical, compassionate, compelling or exceptional circumstances and students must provide documental evidence for their medical, compassionate.
2. Once students commence study at Baxter Institute, they are expected to complete their course within the duration stated in the agreed training plan. Under limited circumstances, students may suspend

- or cancel their study, on grounds of medical, compassionate, compelling or exceptional circumstances and students must provide documental evidence for their medical, compassionate.
3. Once a student has commenced study, they may request leave for up to 4 weeks, providing 21 days' notice to Baxter.
  4. Students must notify Baxter by completing the following forms which is available on Baxter website (<https://www.baxter.vic.edu.au/forms/> ).
    - a. AD106.a Deferral Application Form
    - b. AD106.b Suspension Application Form
    - c. SS117 Leave Application Form
  5. The application for a leave, deferral or suspension of study will be assessed in accordance with Policy P13a Defer, Suspend or Cancel for Skills First Students.
  6. The applications will be subject to sufficient course progress recorded and financial obligations are met and will be reviewed before decisions are made. The decision for granting deferment or suspension is solely at the discretion of the Institute. If the student has unsatisfactory course progress and attendance, their application for leave or suspension is likely to be denied. Where appropriate, the student's study load may be adjusted to assist them in completing their study within the approved duration.
  7. During a student's leave of absence, the student's payment plan will be altered to reflect no cost incurred during the leave period.
  8. Deferral of commencement, suspension of enrolment and cancellation of enrolment must be reported to the Department via SVTS and may affect the funding of your course.
  9. 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 Baxter institute.
  10. For any deferral/suspension made it is the student's responsibility to collect and abide by the revised training plan from the Baxter Institute. Baxter Institute will advise Department of the revised end date of the course via SVTS and student can request for a revised Letter of offer.
  11. If the student does not maintain acceptable attendance (not including leave with prior approval or reasonable grounds - such as compassionate or compelling reasons beyond the student's control), Baxter's staff will notify the student of the intention of cancelling his/her enrolment by issuing a warning letter. See **Section III Monitoring of Attendance and course progress** for more information. 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 will be cancelled.

## VII. Student Code of Behaviour

1. 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. 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 Baxter Institute website <https://www.baxter.vic.edu.au/policies/>

## VIII. AQF Certification documentation issuance

1. Once students have completed the course, AQF certification documentation will be used within 30 calendar days of the student being assessed as meeting the requirements of the qualification in which the student is enrolled, providing all agreed fees have been paid.
2. All students need a verified USI in order to receive their AQF certification documentation unless an exemption applies under the Student Identifiers Act 2014. Further information on USI exemptions can be found at <https://www.usi.gov.au/training-organisations/training-organisation-requirements/exemptions-reporting-usi>

3. Students are entitled, at no additional cost, to a formal Statement of Attainment upon withdrawal, cancellation or transfer, prior to completing the qualification, provided all tuition fees for the study periods incurred have been fully paid.
4. Credentials and official letters will not be issued to students who are in arrears with their tuition fees.

## IX. Administration charges

### 1. Late Payment fee

Late payment of tuition fees and service charges. The following late payment tuition fees and service charges will be levied when a student does not pay their tuition fees and service charges by the due date advised by Baxter Institute.

- Domestic students \$50.00
- Re-instatement fee \$150.00

**Note:** The first direct debit payment failure will incur no late payment fee. Subsequent failures for each instalment will be charged \$50 each.

### 2. Other fees and charges

- Replacement student ID card \$20.00
- Replacement qualification certificates:
  - Testamur \$30.00
  - Statement of Attainment \$30.00
  - Amend or change Confirmation of Enrolment (CoE) fee \$100
  - Application fee – Amend academic record (where an error has occurred due to a student providing incorrect information) \$80
  - Domestic registered/express post (used for official documentation sent by registered or express post) \$15.00
  - International courier (used for official documentation sent by courier to an overseas postal address) \$50.00

## X. Refund Policy

1. The Refund policy will be fair and reasonable to students and where withdrawals are concerned, it will be based on how much notice is given in advance by the student to the institute prior to the course/ study period commencement date.
2. If a student applies for a refund after commencing one or more study periods within the enrolled course, the refund will only be calculated based on subsequent study periods.
3. Each student (or student's parents if students are under 18 years old) acknowledges and agrees to the terms and conditions of the Refund Policy and Procedures upon signing the Student Written Agreement.
4. The terms and conditions set out in this Refund Policy and Procedures apply equally to commencing and continuing students, unless otherwise specified.
5. Baxter Institute reserves the right to amend the non-refundable application fee and the aforementioned terms and conditions at any time to ensure compliance with applicable State and Federal laws.
6. The tuition fees paid must be cleared at the time a student makes an application for a refund and/or all debts owed to the Institute must be settled prior to the application being processed.
7. The Institute may, at its absolute discretion, refund to the student all or part(s) of the tuition fees paid where it determines that there are extenuating or compassionate circumstances. Students must provide supporting documental evidence to substantiate the claims.
8. This policy, the Student Written Agreement and the availability of complaints and appeals processes, do not remove students' right to take action under Australia's consumer protection laws.

9. In the unlikely event that the Institute defaults by failing to start the course or the course ceases to be provided after it starts, you will be notified of the default in writing within 3 business days of the default occurring. You will be offered a refund of all the unspent tuition fees and if you accept the refund will be paid to you within 14 working days (provider default) from the day the default occurred. Alternatively, you may be offered enrolment in another course by the Institute at no extra cost and for which you meet all the entry requirements. You have the right to choose whether you would prefer a refund of unspent tuition fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.
  10. The process starts when:
    - a. Baxter Institute cancels the student's enrolment for breaches identified in section five (5) of P26 Fee and Refund policy and process.
    - b. a student withdraws or cancels their enrolled course(s) by submitting the cancellation form SS115.b\_Cancellation Form (Domestic Students)
  11. If the student believes they are due or according to the policy is entitled for a refund, the student is advised to make a refund application. Refund applications must be made by completing Refund Application Form FN108, available from either student support or Baxter Institute website.
  12. The completed form must then be submitted by email to [refunds@baxter.vic.edu.au](mailto:refunds@baxter.vic.edu.au), in person, or fax (03) 9654 1049, attention "Finance Department".
  13. The submitted form is reviewed by an authorised officer to ensure completeness. The authorised officer then signs and enters the date of receipt.
  14. The form is passed to the Finance Department. A Finance Officer reviews the student's current payment status and amounts owing.
  15. The student file is checked against the Student Management System (VETtrak) to confirm the agreed course commencement date. Refund is then calculated based on the refund tables (see below).
  16. Before the refund can be issued, it must be approved by a Finance Officer (except for cases related to provider default).
  17. The refund application will be processed within 14 working days of receipt of application.
  18. If application is successful, the refund will be paid to the student or another person nominated in writing by the student.
  19. Refunds will be made according to the following refund tables, each of which is tailored to a specific type of student.
  20. Baxter Institute will refund by electronic transfer to a designated bank account.
  21. For ex-students all claims for refunds MUST be made within 21 working days of cancellation of enrolment.
  22. If the ex-student has returned to their home country and was not able to apply for a refund of paid fees, they have three (3) calendar months from the time of their enrolment being cancelled to claim for a refund.
- Note:** If you are no longer an enrolled student, Baxter Institute will not be required to pay you any net credit amount and any reasonable expenses for the business of holding unclaimed moneys and locating the owners.

**Refunds related to Skills First funded students.**

Course cancelled or rescheduled by Baxter Institute (provider default)	100% refund of paid tuition fees and material equipment fee.
Withdrawal notified in writing and received by Baxter Institute prior to the course commencement date.	100% refund of paid tuition fees.
Cancellation after student commenced course	The paid tuition fee for subsequent calendar year

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### Material & Equipment fees

Material & equipment fees are non-refundable if the packaging seal is broken and there is evidence that the materials have been used.

If students have not received the kit at the time of refund, students receive 100% refund.

## XI. Other conditions

1. Once the student has signed this agreement and paid fees as set out in Statement of Fee, and Baxter has countersigned this agreement, this will become a binding contract between the student and Baxter. If the student is under 18 years of age at the time of signing, 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.
2. 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).
3. Students must notify the Baxter Institute of changes of address, telephone number, email address 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.
4. Information collected on this written agreement and during your enrolment is collected in order to meet the college obligations under the 2021 Standard VET Funding Contract, and to ensure student compliance with the Baxter Institute policies. The authority to collect this information is contained in Privacy Statement below.
5. Baxter's formal communication method of policy and procedure will be on the Institute's website. Students are required to keep abreast with the latest policy and procedure by regularly checking for updates as policies are subject to variance.
6. Baxter will formally correspond with students via the Baxter student email account and the student portal, it is the student's obligation to regularly check this email account and visit the student portal.
7. Baxter and its staff will not be responsible for students lost or stolen items. Students must not leave valuable or inappropriate, hazardous items in the classrooms. If caught, the Baxter reserves the right to remove all items without bearing any liability of damages and lost items that follow.
8. Baxter will retain a copy of this written agreement and receipts of payments made by the student under this written agreement for at least two (2) years after the student ceases to be an accepted student. Baxter will provide the student with a copy of this written agreement, and receipts of any payments of tuition fees or non-tuition fees made by the student. Students are responsible for keeping a copy of the written agreement as supplied by Baxter, and receipts of any payments of tuition fees or non-tuition fees.

## XII. Privacy Statement

**Why we collect your personal information:** As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us. Failure to provide your personal information will result in your application to enrol in our courses being refused.

**How we use your personal information:** We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

**How we disclose your personal information:** We are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre

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for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

**How the NCVER and other bodies handle your personal information:** The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at [www.ncver.edu.au/privacy](http://www.ncver.edu.au/privacy).

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DESE is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at <https://www.dese.gov.au/national-vet-data/vet-privacy-notice>.

**Surveys:** You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

### **Contact information**

At any time, you may contact Baxter Institute to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

Baxter Institute contact detail for Privacy issues: [management@baxter.vic.edu.au](mailto:management@baxter.vic.edu.au)

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