



## APC DESIGN SCHOOL CONDITIONS OF ENROLMENT

These Conditions of Enrolment and the Letter of Offer (and accompanying documents) constitute the agreement between you and Virtu Design Institute Pty Ltd (ACN 154 273 757) (RTO ID 40530) trading as APC Design School (“**College**”) for your enrolment at the College and the provision of your course. These Conditions of Enrolment may be amended from time to time and at any time without notice. You may access the latest version of these Conditions of Enrolment at [www.apc.edu.au](http://www.apc.edu.au) or [www.virtuinstitute.edu.au](http://www.virtuinstitute.edu.au) (“**Website**”).

### 1. STUDENT COMMITMENT

The College expects you to:

- a) comply with the College’s Policies as published on the Website; and
- b) fulfil all entry requirements and have the required equipment (as specified on the Website or in the Technology and Equipment Policy) for your course; and
- c) pay your course Fee and any other associated fees as described on the Letter of Offer; and
- d) maintain satisfactory course progress.

### 2. COLLEGE’S COMMITMENT

The College agrees to:

- a) refund/re-credit your fees in a timely manner should you be deemed to be unsuitable for enrolment;
- b) supply you with initial course materials for your units of study;
- c) provide you with access to the online student portal;
- d) provide you with access to learning and administrative support;
- e) grade your assessments;
- f) provide you quality training and assessment in compliance with the Standards for Registered Training Organisations (RTOs) 2015;
- g) inform you of any change in ownership of the College and any changes to, or new third party arrangements the College puts in place for the delivery of services; and
- h) meet the cost of all return postage to you (if applicable), until the expiry of your course.

### 3. UNIQUE STUDENT IDENTIFIER

The Unique Student Identifier (USI) asked for in the Letter of Offer is your secure online record of nationally recognised training that you can access freely. If you don’t have a USI the College will obtain one on your behalf. If you don’t have a USI, Australian Qualifications Framework (“**AQF**”) certification cannot be issued.

### 4. DISCIPLINE AND BEHAVIOUR

You must follow the College’s Student Handbook and Student Code of Conduct and all College policies and procedures, or you may be suspended or expelled. These



cover topics such as personal conduct, treatment of others, academic conduct and care and respect for College resources and reputation while you are a student at the College. All documents can be found on the College's Website.

## 5. COURSE PROGRESS AND DURATION

- a) All students must maintain satisfactory course progress.
- b) The duration of your Unit of Study/Course is specified in your VET Course Tuition Schedule attached to your Letter of Offer. In the event you encounter difficulties in completing your Unit of Study/Course within the prescribed duration and you wish to extend your Unit of Study/Course please contact the Registrar on [design.registrar@apc.edu.au](mailto:design.registrar@apc.edu.au) to discuss your situation. Please note extensions are subject to availability and the College retains the right to refuse an extension at its absolute discretion.

## 6. COURSE FEES

- a) There are a number of ways you may choose to pay for your study at the College:
  - i) payment of tuition fees by Unit of Study prior to the census date and in accordance with any invoice issued by the College by direct debit or credit card; or
  - ii) by applying for an income contingent loan from VET Student Loans to pay for your tuition fees.
- b) Information on the VET Student Loans scheme can be found at [www.studyassist.gov.au](http://www.studyassist.gov.au)
- c) If you agree to pay the Course Fee and not use a VET Student Loan, you must:
  - i) make payment of those fees as they fall due and payable using one of the methods set out in your Letter of Offer (Payment Options);
  - ii) give your consent to the College to draw down instalments (if agreed) on the due date, or
  - iii) pay all such instalments on or before the due date.
- d) If you do not use a VET Student Loan and if you fail to pay any part of the Course Fee by the due date, the College reserves the right to:
  - i) withhold provision of course materials;
  - ii) restrict access to the online student portal;
  - iii) withhold grading of assessments; and
  - iv) notify relevant credit agencies of your default.
- e) For both VSL and Non-VSL students, the Course Fee does not include:



- i) postage of any assessments or other materials by you to the College;  
or
- ii) any materials, software programs and equipment required for your course. See Website for details of these requirements.

**7. VET STUDENT LOANS**

You may use VET Student Loans (“VSL”) to pay your Course Fees and in doing so you recognise that VSL is a loan scheme and can only be used for tuition fees. You acknowledge and agree to the rules of the VSL scheme as published by the Commonwealth government and understand that the census date of each term is the last day of possible withdrawal in which you will not incur debt unless extraordinary circumstances exist.

**8. ASSESSMENT ISSUES**

If you are unhappy with your assessment task or result, please discuss this with your trainer or assessor who will explain the task or how the result was determined. The College offers support to students via intervention meetings and Progression And Support System (PASS) program if appropriate. Please refer to the College’s Intervention Policy on the Website and Student Care for further information and support.

**9. CHANGES TO COURSE AND COURSE FEES**

The College may make changes to your course, Course Fees and course materials as reasonably required. However, the College undertakes to allow you to complete any course you have begun at the same Course Fees that applied when you commenced your study up to a maximum period of three calendar years from the commencement date of your course.

**10. DEFERMENT OF STUDIES**

In compassionate and compelling circumstances that directly impacts your ability to undertake your studies, you may request a deferral of your Course. You will need to complete a Student Course Variation Form (“**SCV Form**”) and contact the Registrar on [design.registrar@apc.edu.au](mailto:design.registrar@apc.edu.au). Please note any request for deferral will be considered on a case by case basis and will be granted by the College in its absolute discretion and subject to any legal or regulatory requirements. No refund of fees will apply and you will still be liable for all payments due under this Agreement.

**11. TRANSFER OF COURSE OR UNIT OF STUDY**

If you wish to transfer to another unit of study or course offered by the College:

- a) You will need to submit a SCV Form in writing prior to the census date;
- b) The date you submit a transfer request will affect the re-credit or refund of your Unit of Study/Course fees;
- c) The College reserves the right to refuse your transfer request;



- d) If the College approves your request to transfer you will be withdrawn from your current Unit of Study/Course and enrolled into the new Unit of Study/Course.
- e) If you are a VSL student a re-credit of your fees for the Unit of Study/course that you are transferring from will be dealt with in accordance with clauses 12(a) and (b) of these Conditions of Enrolment.
- f) If you are a non-VSL student a refund of your fees for the Unit of Study/course that you are transferring from will be dealt with in accordance with clauses 13(a) and (b) of these Conditions of Enrolment.
- g) You will be enrolled in the new Unit of Study or Course and issued with the applicable documentation and invoiced for that Unit of Study/Course.
- h) Only one Unit of Study/Course transfer is permitted.

**12. WITHDRAWAL FROM A COURSE AND RE-CREDITS - VSL STUDENTS**

- a) If you wish to terminate your studies or withdraw from a unit of study/course, you must notify the College in writing (“using SCV Form and a Re-credit Request Form”).
- b) A re-credit for that Unit of Study fee, will only be issued if the College receives the SCV and Re-credit Request Forms on or before the Census Date for that Unit of Study. If you do this, will you not incur a VSL debt for that Unit of Study.
- c) If you fail to notify the College in writing using the SCV form and Re-credit Request Form on or before the Census Date, you will be liable to pay the Unit of Study fee to the College in full. You will incur a VSL debt for that Unit of Study.

**13. WITHDRAWAL FROM A COURSE AND REFUNDS - NON-VSL STUDENTS**

- a) If you wish to terminate your studies or withdraw from a Unit of Study/course, you must notify the College in writing (using a SCV Form and a Refund Request Form”).
- b) If the SCV and Refund Request Forms are received by the College on or before the Census Date for that Unit of Study, the College will refund the fees for that Unit of Study.
- c) If the SCV and Refund Request Forms are received by the College after the Census Date, the College will not refund the fee for that Unit of Study.
- d) Any refund that is payable by the College will be issued within 28 days of receipt of the SCV and Refund Request Forms.

**14. TUITION PROTECTION SCHEME (“TPS”) - VSL STUDENTS ONLY**

If the College (or a third party delivering training and assessment on its behalf) defaults (that means it ceases delivering a course or closes entirely):

- a) the College will notify you and the TPS;



- b) the TPS will contact you to assist you to move to another provider who is delivering the same or a similar course;
- c) you will be able to complete your course at the new provider and not be charged for any units of study you paid for using a VSL but did not get to complete at the College.
- d) refunds are regulated by law; and
- e) if a suitable replacement course is not found for you by the TPS, you may be eligible for a re-credit of units of study you were unable to complete with the College.

#### **15. RECOGNITION OF PRIOR LEARNING OR CREDIT TRANSFER**

The College will recognise the AQF qualifications and statements of attainment issued by other registered training organisations. Certified copies of qualifications need to be sighted and validated through contact with the issuing authority before you can be credited with these awards or admitted (if submitted prior to commencement of your course) into your chosen course.

#### **16. CERTIFICATION**

On successful completion of all assessments and the full payment of the Course Fee, the College will issue you appropriate certification under the AQF for your relevant Diploma or Advanced Diploma. If you do not complete the course, then a Statement of Attainment will be issued for those units in which you were found competent.

#### **17. COMPLAINTS AND APPEALS**

You are encouraged to attempt an informal resolution of any complaint or appeal you may have by directly engaging the staff member or student to whom your complaint or appeal relates. If it is not possible to resolve the complaint informally you should refer to the Student Complaints and Appeals Policy found on the Website for formal and external complaints and appeals processes. This process is also applicable to complaints against third party providers.

#### **18. CLOSURE OF THE COLLEGE**

In the unlikely event the College closes or ceases to deliver any part of the training product that you are enrolled in the College will:

- a) notify you;
- b) issue an AQF testamur and record of results to any student who has completed the requirements of the relevant qualification; or
- b) issue a statement of attainment to a student who has not completed the requirements of a qualification, but has completed one or more units of competency.

#### **19. THIRD PARTY PROVIDERS**



The College does not have any current third party agreements. In the event, a third party is providing training and assessment under an agreement with the College, students are assured that the College:

- a) is responsible for the quality of the training and assessment provided;
- b) is responsible for the issuing of all qualifications and statements of attainment; and
- c) will communicate any changes to these arrangements to the student.

## **20. CREDIT CHECK**

By accepting these Conditions of Enrolment you are giving your consent to the College undertaking a credit check on you.

## **21. INTERNSHIP**

If your course contains a mandatory internship:

- a) it is your responsibility to find and complete the internship component of your course. The College will assess the suitability of any such workplace you have identified; and
- b) the College will make reasonable efforts to organise for assessment to be conducted in conjunction with your approved workplace.

## **22. COPYRIGHT AND INTELLECTUAL PROPERTY**

The course material that the College provides to you shall become your property. However, the content of the course materials, including copyright and all other such intellectual property rights contained therein, remain the property of the College or a nominated third party. You may not reproduce any part of the course materials without the prior written consent of the College.

## **23. CHANGES TO DETAILS**

It is your responsibility to inform the College in writing within seven days of any corrections or changes to your personal details including name, address and phone numbers, payment options and banking details.

## **24. INDEMNITY**

You and your legal guardian (for students under 18 years of age), agree to not hold the College (including its employees and/or agents) responsible or liable for any loss, damage, death or injury which you may suffer or which may be caused by you as a result of or in connection with your enrolment at the College, including:

- a) your attendance at any premises owned, operated or controlled by the College; and/or
- b) your attendance at or participation in any activity (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College; and/or



- c) any accommodation whether short term or long term arranged for you by the College, and/or
- d) in any way whatsoever your association with the College.

**25. PRIVACY**

In the course of carrying out its business, the College will collect, store, use and disclose personal information. The purposes for which the College holds, uses and discloses information includes teaching and student services together with ancillary services, which may support students in their study at the College. Other purposes include conducting the College's business generally, to communicate information about the College's products and services or third party products or services that may be of interest to you and for the College's internal administration, research, planning, marketing and product development. The College collects this information during your course because of its obligations under the Australian and applicable state laws. For more information on our privacy policies, please refer to the APC Design School Privacy of Information Policy on the Website.

**26. APPLICABLE LAWS**

The agreement between yourself and the College will be governed by the relevant State and National laws of Australia. All complaints and appeals will be dealt with in according to the College's complaints and appeals policy which can be found on the College's Website.

**27. POLICIES AND PROCEDURES**

As a condition of enrolment, you agree to follow all College policies which are subject to change from time to time. All the College Policies are found on the Website. For any additional information please refer to the College Registrar or the Student Handbook.