



Terms and Conditions

The Learning Professionals terms and conditions of training and assessment services are available to the public and students.

In brief these conditions are outlined below however, the full policies and procedures are located on The Learning Professionals Website www.thelearningprofessionals.com.au

Fees

All course fees are provided via marketing material and is current at time of publication in Australian dollar (AUD). Students may choose to pay more than 50% of tuition fees before their course commences, and fees will be held in holding account and drawn down weekly for completed tuition. The Learning Professionals will not accept the tuition and non-tuition fee payment until the students have signed or otherwise accepted the agreement and meet all the conditions of the offer letter.

Additional fees and costs (non-tuition fees) that may apply to individual students:

All students

- Credit Transfer Per Unit \$30
- Late Payment Fee of tuition instalment \$50
- Verification/Replacement of Certificate/Transcript/Statement of Attainment \$50
- Re assessment fees (after three previous attempts) \$150
- Replacement student ID card \$20.00

International students only

- Deferment of Studies / Extension of CoE \$200
- Overseas Student Health Cover (OSHC) as per OSHC provider policy
- Airport pick up fee: as on request
- Accommodation Assistance fee: as on request

Payment plans - Applicants may choose to pay their fees monthly as specified in the attached payment plan.

Refunds

You, or a person you approve, may make a request for Refund of tuition fees via email admissions@thelearningprofessionals.com.au. 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 10 working days of receipt of the refund application. The refund will be paid via Electronic Funds Transfer (EFT) to the applicants nominated bank account or another person who paid the fees on behalf of an overseas student Refunds are applied as per the table below.



Refund reason	Time frame	Refunded	Documents
Visa refusal (offshore)	Has not commence the course	100% tuition fee refunded less 5% of the paid fees (including the tuition and Material fees). The Application fee \$100 is non-refundable.	<ul style="list-style-type: none"> - Refund Application form - Cancellation form - Visa refused letter
The Learning Professionals ceases the course	Before the commencement course	100% tuition fee refunded including material fee. The Application fee \$100 is non-refundable.	N/A
	If student already commence the course	Pro rata tuition fee No refund application fee and material & equipment fee	N/A
Withdrawal, Transfer, Onshore visa refused	Written notification is given prior to the commencement date	100% tuition fee refunded less 5% of the paid fees (including the tuition and Material fees). The Application fee \$100 is non-refundable.	<ul style="list-style-type: none"> - Refund Application form - Cancellation form - If transfer to other provider: Release form and new offer letter
	Written notification is given on or after the commencement date	Pro rata tuition fee No refund admission fee and material & equipment fee	
LP cancel student's enrolment due to the student breach the student agreement	Any time	Pro rata tuition fee No refund admission fee and material & equipment fee	N/A
Student fails to commence the course	Any time	Pro rata tuition fee No refund admission fee and material & equipment fee	N/A
Deceased students		Pro rata tuition fee	Our College reserves the right to request official supporting documentation



Refund Calculation

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

Complaint and Appeal

Students that wish to make a complaint of services or appeal an assessment decision can do so by firstly informally approaching the student support team. If they are not satisfied with the outcome, the student can submit a formal complaint or appeal by completing the complaint and appeals form, located on The Learning Professionals website. Your complaint will be completed within 30 days of receiving your written submission. If the issue is unable to be rectified within the 30 days, you will be notified of the progress of your complaint. If required, independent mediators may be required to arbitrate between both parties. If this process is taken up by both parties a cost of no more than \$200 will be payable by the student to the independent mediator. All students will be notified in writing of the complaints and appeals outcome.

All students are to maintain their attendance and course progress obligations during the complaint and appeals process.

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. [Australian Consumer Law](#) Full Details found in [Complaints and Appeals](#) Policy and Procedure.

Monitoring Attendance / Course progress

The Learning Professionals review student attendance fortnightly. If students are recognised as being to be 'at risk' of not maintaining course progress as a result of course attendance, they will be notified by The Learning Professionals to firstly, maintain their attendance above 70% or The Learning Professionals may implement an intervention process to support their course progress.

If student's attendance drops below 70% of course contact hours (20 hours per week) or course progress drops below 50% (international student), The Learning Professionals staff will notify the student of the intention of cancel their enrolment. In the letter, the student will be informed of their right to access the complaints and appeals process. If the appeal is not supported or the student withdraws from the appeal process, the student's enrolment with The Learning Professionals will be cancelled.

Full Details found in [Completion within the expected duration of study policy and procedure – International Students only](#) Policy and Procedure.

Full Details found in Policy and Procedure: [Course Progress and Intervention Strategy – International Students only](#)

Full Details found in Policy and Procedure: [Attendance Policy and Procedure](#)

Deferral, Suspension and Cancellation

The Learning Professionals may defer or suspend the enrolment of a student if it believes there are



compassionate or compelling circumstances approved by the RTO Manager.

The Learning Professionals may suspend or cancel a student's enrolment including, but not limited to, based on:

- misbehavior by the student.
- the student's failure to pay an amount the student was required to pay The Learning Professionals to undertake or continue the course as stated in the written agreement.
- a breach of course progress or attendance requirements by the overseas student.

If, The Learning Professional initiates a suspension or cancellation of the overseas student's enrolment, before imposing a suspension or cancellation The Learning Professionals must:

- inform the overseas student of the intention and reasons for doing so, in writing.
- advise the overseas student of their right to appeal through The Learning Professionals internal complaints and appeals process, in accordance with The Learning Professionals Complaints and appeals policy and procedures.

When there is any deferral, suspension or cancellation action taken under this standard, The Learning Professionals must:

- inform the overseas student of the need to seek advice from Immigration on the potential impact on the student's visa.
- report the change to the overseas student's enrolment under section 19 of the ESOS Act.

The suspension or cancellation of the overseas student's enrolment cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

Full Details found [Deferring, suspending, or cancelling student's enrolment Policy and Procedure – International students only](#)

Study Load

The Learning Professionals standard full-time study load is 20 scheduled course contact hours per week including:

- 6.5 hours via distance learning and;
- 13.5 hours of the scheduled course contact hours per week will be conducted onsite at The Learning Professionals delivery sites. Onsite delivery includes:
 - Schedule training sessions and master classes at The Learning Professionals:
 - training rooms and
 - simulated practical training workplace
 - Schedule course related information sessions.



- Supervised mentoring sessions.
- Mandatory supervised work-based training (mandatory placement) if applicable.
- Non-mandatory supervised work-based training (voluntary placement).
- Assessment Activities.

Full Details found: [Training and Assessment Policy and Procedure](#)

Distance Learning

Distance learning (6.5 hours) is student structured facilitated at a distance to the trainer(off-site). The Learning Professionals offers all students distance learning activities which may include but not limited to:

- Live and recorded Master classes.
- Pre-Reading of assigned texts.
- Group work completing assigned work activities.
- Individual completing assigned work activities.

Full Details found [Training and Assessment Policy and Procedure](#)

Assessment

Students are required to complete assessment activities to be deemed competent against units within the qualifications they are completing. Students have the flexibility of 3 assessment attempts before having to complete the unit training in full.

Student Transfer

Under the National Code 2018, a student cannot transfer to another Provider prior to the student completing six months of their principal course of study (principal course is usually the final course in which the student is enrolled) without being granted a Letter of Release.

Third Party relationships and Placements

The Learning Professionals does not have third-party training and/or assessment agreements in place with other organisations.

The Learning Professionals does not have work placement for any qualifications

AQF Certification Documentation Issuance and USI (Unique Student Identifier)

Once students have completed their course program, 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 applicant is enrolled, providing all agreed fees have been paid.

Students are entitled to a formal Statement of Attainment completed and assessed competent units upon withdrawal/cancellation or transferring, prior to completing the qualification, provided all tuition fees for the study periods incurred have been fully paid.

All students need a verified USI to receive their AQF certification documentation unless an exemption applies



under the Student Identifiers Act 2014. Further information on USI and exemptions can be found at <https://www.usi.gov.au/>

Full Details found in: [Issuing of Certificates / Statement of Attainment Policy and Procedure](#)

Other conditions

Students must notify The Learning Professionals of changes of current residential address, telephone/mobile number, email address, who to contact in emergency situations and any changes to those details within 7 days of the change. Failure to do this may mean the student may not receive important information which may affect their course enrolment.

The Learning Professionals formal communication method of policy and procedure will be via www.thelearningprofessional.com.au Students are required to keep up to date with the latest policy and procedures by checking monthly for updates as policies are subject to change.

The Learning Professionals will formally correspond with students via email, it is the student's obligation to regularly check their email account.

The contact person in emergency situations is The Student Support Manager via admin@thelearningprofessionals.com.au

The Learning Professionals will retain a copy of the students Letter of Offer/written agreement and receipt of payments made by the student under this agreement for at least 2 years after cancellation or completion and provides the student with a copy of the written agreement, and receipts of any payments made by the student.

Students are responsible for keeping a copy of the written agreement as supplied by The Learning Professionals, and receipts of any payments of tuition fees or non-tuition fees.

Full Details found in [Student Support](#) Policy and Procedure.

In the unlikely event that the Learning Professionals fails to start the course or the course ceases to be provided after it starts, the student will be notified of the default in writing and will be offered a refund in accordance with [Fees Charges and Refund](#) Policy and Procedure. Alternatively, the student may be offered the enrolment in another course offered by the Learning Professionals at no extra cost and for which the student meets all the entry requirements. The student has the right to choose whether to be refunded of unspent tuition fees, or to accept a place in another course. If the student chooses to take up the offer of enrolment in another program, the RTO will require the student to sign a document to indicate acceptance of the alternative placement.

Where the Learning Professionals is unable to meet its obligations of providing the student with a refund or an alternate course the student will benefit from the Tuition Protection Services (TPS). The TPS is an initiative of the Australian Government to assist international students whose providers are unable to fully deliver their course of study. The TPS will contact the student and place them in a suitable alternative course at another education provider at no extra cost. If there are no suitable alternative courses or offers, the student may apply for a refund of the amount of any unspent tuition fees. For further information please visit the following link: <https://tps.gov.au/StaticContent/Get/StudentInformation>.



Privacy Notice

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.

If you are unable to provide us with the required personal information this may result in non-enrolment into our courses

How we use your personal information

We use your personal information to enable us to deliver VET courses to you, 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 for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analyzing 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.

If disclosures of students' personal information to overseas recipients are likely (other than the students nominated education agent), the learning professionals will notify the student and gain permission of the disclosure prior to the event.

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

For more information about how the NCVET will handle your personal information please refer to the NCVET's Privacy Policy at: <https://www.ncver.edu.au/privacy>

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

DESE is authorised by law, including the Privacy Act and the NVET 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>

If you are unable to download the privacy notice on the Department's website cannot electronically, The Learning Professionals are able to provide a hard copy of the notice.

Surveys

You may receive a student survey which may be run by a Government Department or an NCVET 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 The Learning Professionals 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

Students Support officer – 1300 043 045