

Terms and Conditions of Enrolment – Student Agreement

Enrolling with TIQ- Training Institute of Queensland, you agree to the following terms and conditions (as taken from your enrolment form) and agree to pay in full for your chosen course, prior to your Username and Password for online learning being sent.

Please check the up-to-date Terms and Conditions for your course online at:

<http://www.trainingqld.com.au>

1. Upon your returning a signed original of this Student Agreement to TIQ, a binding agreement shall arise between you and Jomeg Pty Ltd- T/A 'TIQ- Training Institute of Queensland' (ACN 106 353 860), which shall be governed by the laws of Queensland.

2. By signing and returning this Student Agreement you agree to pay the course fee (plus GST if applicable) ("Course Fee") for the course you have selected under this Student Agreement ("Course"). Upon receipt of the Course Fee, TIQ agrees to

a) supply to you all online materials listed by TIQ for your Course ("Course Materials");

b) mark your assignments;

c) answer queries about your Course;

d) allow an initial proof- read of each assignment (one per unit) prior to being marked

3. TIQ notes that, depending on your particular Course, you may need to provide your own equipment, i.e. laptop & internet access etc, in addition to the Online Course Materials at your cost.

4. Subject to successful completion of all assignments and the Course Fee being paid in full, TIQ will issue you with appropriate certification for your Course.

5. Course Materials will be available to you online via the E-learning Dashboard once your course fees have been paid.

6. TIQ reserves the right to withhold provision of Online Course Materials in the event that you fail to pay any part of the Course Fee as and when it becomes payable.

7. The Online Course Materials that TIQ 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 TIQ or a nominated third party. You may not reproduce any part of the Course Materials without the prior written consent of TIQ.

8. The duration of your Course is stated on your enrolment form or the date of your Welcome email (12 months from your date of enrolment for most courses). In the event that you do not complete the Course within the given timeframe, your Course will be immediately cancelled without refund. If you wish to continue with your Course after the expiry date, an additional fee of \$250 will be charged and a maximum extension of six (6) months will be granted. Extensions are subject to availability and TIQ retains the right to refuse an extension in its absolute discretion.

9. If you wish to terminate your studies before the completion of your Course, you must notify TIQ in writing via email stating("Cancellation Request") in the subject line. A full refund of the Course Fee will only be issued if the Cancellation Request are received by TIQ within 7 calendar days of the Start Date which TIQ gives you.

10. If you fail to notify TIQ of your Cancellation Request in writing within 7 calendar days of the Agreement Date, you will be liable to pay the Course Fee to TIQ in full and will not be granted a refund.

11. If during the term of your Course you wish to transfer courses, you may do so subject to the following conditions:

a) There are no overdue monies owing to TIQ;

b) You agree to pay an additional fee of \$150;

c) You agree to pay any difference between your original Course Fee and your new course fee;

d) You agree to return the materials (if posted)

d) Any remaining credit on your behalf may be used towards further TIQ courses, but will not be refunded. This credit may only be utilised prior to the expiration of your Course in accordance with this Student Agreement.

e) Your request to transfer Courses must be lodged within one (1) year of the agreed Start Date;

f) Only one (1) transfer is permitted per Course enrolment.

12. If you are under 18 years of age, TIQ will process this Student Agreement and the enrolment attached once it has been signed by your parent or guardian. By signing this Student Agreement, your parent or guardian agrees to be bound by the terms contained herein and shall become legally responsible for all payments to TIQ with respect to your Course.

13. If you are applying for RPL (Recognition of Prior Learning) you must do so prior to enrolment in the course. RPL will not be granted post enrolment or at any time during the course term.

14. By agreeing to this Student Agreement

- a) you are warranting that you are not legally bankrupt;
- b) have a good command of written and spoken English;
- c) you are over the age of 18;
- d) have basic computer literacy with access to a working computer and the internet to complete the course;
- e) have access to a work environment or are able to simulate a work environment for the sake of completing some course projects and activities;

15. As a rule of thumb, students will generally be given three (3) opportunities to be assessed for competency in a given course or program. However, TIQ may allow for further assessment opportunities where it feels there are special circumstances which are negatively affecting the outcome of assessment or where the client presents a case that TIQ feels is valid. In such circumstances, the student may seek assistance from an outside source (counsellor, tutor, etc) and TIQ will record the process for reporting to the Registering Authority.

16. Where a client has been assessed three times and is still Not Yet Competent (NYC), TIQ may refuse further assessment if it feels there is little chance of the client becoming Competent. The participant may appeal this decision in writing to the TIQ's Compliance Manager or Managing Director who will consider the matter and advise the client in writing of the outcome. This process is outlined in Complaints and Appeals.

PRE-DELIVERY ASSESSMENT

Prior to enrolment you should discuss your needs and situation with an TIQ staff member who can assist you with or refer you to appropriate assistance for: Client Support Services including LLN; Recognition of Prior Learning (RPL); Learning Pathways; Assessment Procedures & Process; and Delivery Options.

RECOGNITION OF PRIOR LEARNING

In some cases, students may be able to apply for Recognition of Prior Learning if they have previously achieved the learning outcomes for an accredited unit/s through Nationally Recognised Training. TIQ will offer RPL for all units where there is evidence to support the RPL application. Evidence for RPL (certificates, transcripts or other evidence) should be attached to an Application for RPL and submitted to Admin at the time of enrolment- not after. The RPL is then given to the Compliance Manager to be assessed. The Compliance Manager will confirm whether the RPL status is granted, denied or whether further information/evidence is required. Students will be informed in writing of the result of the RPL application prior to the commencement of the relevant session. The availability of RPL will depend on the learner's experience, qualifications and evidence as well as relevant Training Package Guidelines. The RPL process shall be consistent with The RPL National Principles as defined by

the AQF. TIQ does charge for this process, as it is a time-consuming task. Please check with TIQ staff, or check online for an update on the fees for this service.

COMPLAINTS & APPEALS

TIQ takes all complaints seriously and enrolled students can use the following process where they feel it necessary.

STEP 1: The issue should be raised directly with the facilitator or, if preferred, with TIQ staff. If the complainant is unhappy with the result, they may then take action as per STEP 2.

STEP 2: a) The complainant may raise the issue in writing with TIQ or have TIQ staff take notes regarding the complaint. After receiving the written/noted complaint, TIQ will receipt the complaint and will arrange for a confidential personal interview as soon as practically possible, preferably within 48 hours.

b) This interview will attempt to resolve the complaint either between the parties involved or between the complainant and TIQ.

c) If the complaint cannot be resolved to the satisfaction of the complainant the grievance will be forwarded to the Chief Executive of the Training Institute of Queensland, PO Box 184, Lawnton, QLD 4501 for actioning.

d) If the grievance concerns a TIQ staff member, STEP 2c will automatically follow STEP 1.

STEP 3: The complainant may at any point in this process action their grievance with:

- A trade union, or association

- The Anti Discrimination Board

All issues, complaints and grievances are taken seriously by the staff and management of our business and will be investigated and acted upon as quickly as possible.

Complainants will be informed in writing about actions taken on their behalf and confidentiality will be maintained to ensure the rights of the complainant are upheld.

CONFIDENTIALITY

TIQ will not disclose the personal details of its employees/students/contractors, or associates except as they expressly permit, or if necessary to meet legislative or compliance standards set by regulatory authorities or other persons empowered under the law.

16. TIQ will not forward you any Online Course Materials if this Student Agreement is not signed and returned to TIQ or 'Agreed to' online in the enrolments section.