

Non-Nationally Recognised Enrolment Terms and Conditions

These terms and conditions apply to the provision of courses provided to you by TAFE NSW. By applying to enrol, or enrolling, in a TAFE NSW Course you accept and agree to these terms and conditions.

1. TAFE NSW Enrolment and Requirements

- 1.1. Enrolment in the TAFE NSW Course is online.
- 1.2. You acknowledge that certain TAFE NSW Courses may have eligibility requirements. If you do not meet these requirements, you will not be able to enrol or participate in the TAFE NSW Course.
- 1.3. If you are under 18 years of age when you commence a TAFE NSW Course, you must obtain consent from your parental or legal guardian to enrol and participate in the TAFE NSW Course.

2. Your obligations

- 2.1. By applying to enrol in, enrolling or participating in, a TAFE NSW Course, you acknowledge and agree that you:
 - a) have read and understood the TAFE NSW Course requirements, including any eligibility requirements;
 - b) will provide correct, accurate and complete information to TAFE NSW at all times;
 - c) will promptly notify TAFE NSW, either in writing at tafensw.custhelp.com/app/contact-us/enquire or by calling 131 601, of any change to the information or documents that you have provided as part of your enrolment in an TAFE NSW Course, including your contact details;
 - d) must act honestly and treat others with respect, fairness and courtesy at all times;
 - e) must not engage in any inappropriate behaviour which may offend, embarrass, threaten or harm others;
 - f) will pay for the repair and replacement of any TAFE NSW equipment and facilities damaged or lost by you while in your possession or use; and
 - g) will comply with all applicable laws and lawful directions of TAFE NSW personnel.
- 2.2. You acknowledge and agree that TAFE NSW may record your participation in a TAFE NSW Course as necessary to deliver the TAFE NSW Course.
- 2.3. If you breach any of your obligations, including any applicable policy and procedure:
 - a) TAFE NSW may suspend or cancel your enrolment in a TAFE NSW Course and there will be no refund of the Fees; and/or

- b) you may be subject to other disciplinary action determined by TAFE NSW, which may include TAFE NSW withdrawing or revoking your award or certificate.

3. Assessments and Certificates

- 3.1. You may be required to undertake assessments as part of a TAFE NSW Course.
- 3.2. Subject to the successful completion of all TAFE NSW Course requirements (including any assessments) within the prescribed time period for completion and the Fees being paid in full, you will be issued with an appropriate TAFE NSW credential and/or certificate.

4. Fees and Payment

- 4.1. By enrolling in a TAFE NSW Course you agree to pay all applicable Fees and any other associated charges that may apply and which are advised to you.
- 4.2. The Fees are payable at the time of enrolment.
- 4.3. You acknowledge and agree that your enrolment in a TAFE NSW Course is not complete and your place in the TAFE NSW Course is not secure until TAFE NSW has received and cleared payment of the Fees in full and TAFE NSW is satisfied that you meet all of the TAFE NSW Course eligibility requirements.
- 4.4. TAFE NSW may suspend your participation in the TAFE NSW Course and/or withdraw or withhold any award or certificate issued for a TAFE NSW Course if the applicable Fees and any other outstanding charges have not been paid in full.

5. Withdrawals, Refunds and Transfers

- 5.1. If you wish to withdraw from or cancel your enrolment in a TAFE NSW Course, you must notify TAFE NSW in accordance with section 3.14 of the Enrolment and Student Administration Policy.
- 5.2. If you are eligible for a refund, refunds will be issued in accordance with section 3.13 of the Enrolment and Student Administration Policy.
- 5.3. If you do not complete the TAFE NSW Course in the prescribed time period for completion (including any TAFE NSW approved extensions), your enrolment in the TAFE NSW Course will expire and there will be no refund of the Fees.

6. Cancellation or reschedule by TAFE NSW

- 6.1. TAFE NSW reserves the right to, acting reasonably, in its absolute discretion and at any time:
 - a) run, withdraw and/or cancel the delivery of a Course;
 - b) offer and run a Course at a location or delivery pattern other than that advertised, including changing the Course location or changing the delivery pattern to online if required;
 - c) alter the times or dates for the whole or any part of the Course;
 - d) offer you a new or alternate Course if the Course has been updated in line with national industry standards; and
 - e) refuse more than one attempt at a Course or qualification, or assessment event within a Unit of Competency (UoC).

- 6.2. If any of these Course changes become necessary you will be advised, including alternative arrangements which may be available for you.
- 6.3. TAFE NSW reserves the right to cancel Courses for any reason, such as in cases of insufficient enrolment numbers. If TAFE NSW cancels a course, alternative arrangements and any available options will be discussed with the student, including any fee refunds.
- 6.4. To the extent permitted by law, TAFE NSW will not be liable for any costs, expenses, losses or damages suffered or incurred by you arising from or in connection with the cancellation or rescheduling of a Course.

7. Policies and Procedures

- 7.1. It is a condition of your enrolment and participation in a Course that you comply with all applicable TAFE NSW policies and procedures which are published or advised to you from time to time, including but not limited to the following policies:
 - a) Acceptable Use of Technology Policy;
 - b) Student Conduct and Discipline;
 - c) Academic Integrity Policy; and
 - d) Management of Students with a History of Violent Behaviour Policy.
- 7.2. A list of TAFE NSW policies and procedures can be found on the TAFE NSW website at www.tafensw.edu.au/about/policies-and-procedures. Any reference to 'student' in those policies and procedures are taken to be a reference to you.

8. Privacy and Marketing

- 8.1. TAFE NSW is committed to protecting your privacy in accordance with all applicable privacy laws, including the Privacy and Personal Information Protections Act 1998 (NSW) and Health Records and Information Privacy Act 2002 (NSW).
- 8.2. You acknowledge and agree that any personal information collected by TAFE NSW in connection with your enrolment or participation in a TAFE NSW Course will be managed in accordance with TAFE NSW's Privacy Policy or as otherwise permitted by law. A copy of TAFE NSW's Privacy Policy is available at www.tafensw.edu.au/about/privacy.
- 8.3. You consent to TAFE NSW using your personal information so that TAFE NSW and its third party service providers can promote and market products, services and special offers, and advise you of news and industry updates, events, education programs, competitions and other information that may be of interest to you. This marketing may be carried out in a variety of ways (including by email, SMS/MMS and social media) and may continue after you cease being enrolled in a TAFE NSW course unless you opt out by notifying TAFE NSW at <https://tafensw.custhelp.com/app/contact-us/enquire> or by calling **131 601** or by using any included unsubscribe function.

9. Intellectual Property

- 9.1. All intellectual property rights in any Course Materials provided to you as part of undertaking a TAFE NSW Course are owned by TAFE NSW, its licensors and/or any third party identified as such in the Course Materials.
- 9.2. Except as otherwise permitted by law, you must not copy, reproduce, distribute or communicate any part of the Course Materials to any third party without the prior written consent of TAFE NSW.

10. Complaints and Appeals

- 10.1. Any complaint about a TAFE NSW Course should be raised and will be dealt with in accordance with TAFE NSW's Customer Complaints Policy, as amended from time to time. A copy of the policy can be found on the website at <https://www.tafensw.edu.au/about/policies-and-procedures/>.
- 10.2. If you are not satisfied with the outcome of your complaint, you may request an internal review. If you are still not satisfied with the outcome, you may lodge a complaint with the NSW Ombudsman at www.ombo.nsw.gov.au.

11. General

- 11.1. These terms and conditions are governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that place.
- 11.2. To the extent permitted by law, TAFE NSW will not be liable for any costs, expenses, losses or damages incurred by you arising from or in connection with your enrolment or participation in a TAFE NSW Course.
- 11.3. TAFE NSW will not be liable for any delay or failure to deliver the TAFE NSW Course to the extent that it is caused by an event outside of its reasonable control.
- 11.4. These terms and conditions may be amended or replaced by TAFE NSW from time to time, in its sole discretion. If these terms and conditions are amended or replaced, TAFE NSW will take such steps as are reasonable in the circumstances to bring this to your attention, however your continuing enrolment and participation in the TAFE NSW Course will indicate your agreement to the amended or replaced terms and conditions.

12. Definitions

Business Day means any day that is not a Saturday, Sunday or public holiday in the jurisdiction where the TAFE NSW Course will be delivered.

Course means any course offered by TAFE NSW.

Course Materials means all content and material used to deliver the TAFE NSW Course, including any handouts, workbooks, assessments, videos or other training and educational materials.

Enrolment and Student Administration Policy means the TAFE NSW Enrolment and Student Administration Policy, which is available at <https://www.tafensw.edu.au/about/policies-and-procedures/>.

Fees mean any fees and charges that are payable to enrol and participate in a TAFE NSW Course, as published or advised to you from time to time.

TAFE NSW means the Technical and Further Education Commission (ABN 89 755 348 137).