



**VET and ELICOS Courses Student Written Agreement**

**ENTRY REQUIREMENTS**

**VET**

Below for International Students. All the students need to meet the requirements of acceptance into each of our courses including the minimum level of English language proficiency, academic requirements and additional requirements e.g. minimum age requirement.

**1. English Language Requirements**

English Language Test Providers/Requirement	Minimum Test Score	Minimum test score where combined with at least 12 weeks' ELICOS	Minimum test score where combined with at least 24 weeks' ELICOS
International English Language Testing System (IELTS)	5.5	5	4.5
Test of English as a Foreign Language (TOEFL) paper-based	527	500	450
TOEFL internet-based test	46	35	32
Cambridge English: Advanced (Certificate in Advanced English)	162	154	147
Pearson Test of English Academic (PTE)	42	36	30
STEP EIKEN	Grade Pre 1		
Cambridge International General Certificate of Secondary Education (IGCSE)	Grade C		
Cambridge First Certificate in English (FCE)	162		



Cambridge Certificate of Proficiency in English (CPE)	162
Occupational English Test	PASS
TAFE NSW	Certificate 3 in Advanced English for Further Study
English for Academic Purposes (EAP)	Completion Certificate from a registered ELICOS Provider
Full-Time Study in Australia	Evidence that you have completed two years of full-time study in Australia.

**2. Academic Requirements**

Year 12 or approved and recognized overseas equivalent

**3. Additional Requirements**

All students must be at least 18 years old age.

All students must complete a Language, Literacy and Numeracy (LLN) test prior to the commencement of the course.

Please bear in mind that you will be subject to an LLN test (Literacy, Language and Numeracy Test) prior to the commencement of your course.

**ELICOS**

Please be aware that all students must do a placement test in order to gain entry into an ELICOS Course. Based on the placement test result, students are placed in an appropriate program, according to their existing English proficiency level and required learning needs. Students must be over 18 years old in order to study ELICOS.

Also refer to our entry requirements below for ELICOS.

The minimum scheduled program contact hours are 20 hours per week and students are also expected to study an additional 5 hours a week during their private study sessions.

Level Guide	General English Starter	General English Elementary	General English Pre-Intermediate	General English Intermediate	General English Upper Intermediate	General English Advanced
CEFR (Common European Framework of Reference for Languages)	N/A	A1	A2	B1	B2	C1
Required IELTS Score	N/A	N/A	N/A	N/A	5.0-5.5	5.5 or above

### MODE OF DELIVERY

All the international students (ELICOS & VET) who enrol the course in Pivotal Education, as per Department of Home Affairs student visa requirements, they are required to study on a full-time basis which is equivalent to a minimum of 20 contact hours per week. Pivotal Education does not offer online or distance learning in any of its courses.

#### VET

Pivotal Education VET courses are delivered face to face – in a class mode of delivery and Simulated work-based training. Please note that Simulated work-based training will occur in a facility (workplace or simulated environment) that provides appropriate conditions and equipment to meet the requirement for each unit of competency. The current premises where Pivotal Education assess practical component are

- BIF facility (GMP Lab at the UTS Ultimo): 67 Thomas St, Broadway NSW 2007- UTS Vicki Sara Building (Building 7)



- Farm pride: 483-487 Greendale Rd, Greendale NSW 2745

### **VET Attendance, Course Progress and Assessment requirements**

If you have any special learning needs, please clearly identify them on your International Student Enrolment Form so that appropriate arrangements can be put in place to address your special needs.

Students are informed of the expected performance and knowledge evidence as well as the assessment conditions at the beginning of each unit of competency. Students are also given an assessment tool and learner resources for each unit of competency.

Please be aware that **satisfactory course progress** is a mandatory requirement for all Pivotal Education VET courses. Attendance is also monitored weekly. Please note that the successful completion of any VET related courses requires the student to complete all assessments for each unit of competency enrolled by the student. ASQA (Australian Skills Quality Authority) may, at any time, require Pivotal Education to implement policies and procedures to monitor minimum attendance requirements and if students don't meet these requirements, they will be in breach if a condition of their visa.

The Department of Home Affairs may cancel a student's visa if they fail to maintain their enrolment.

### **ELICOS**

All ELICOS courses are delivered by face to face and the sperate room will be available to do supervise study & exercise. Please note that all class sizes do not exceed 18 students per teacher.

### **ATTENDANCE, COURSE PROGRESS AND ASSESSMENT REQUIREMENTS**

Please be aware that a **minimum of 80% attendance** and **satisfactory course progress** is a mandatory requirement for all Pivotal Education's courses. Attendance is also monitored on a weekly basis. Please note that the successful completion of a course requires the student to complete all the required assessments for each unit of competency satisfactorily.

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### **ELICOS Attendance, Course Progress and Assessment requirements**

We offer weekly and final assessments for all our ELICOS courses for students to ensure the teaching and learning materials are taught successfully. This also ensures that our students have grasped the content of the lessons efficiently and effectively.

Please be aware that a **minimum of 80% attendance** and **satisfactory course progress** are the mandatory requirements for our ELICOS courses. Attendance is monitored weekly. Please note that the successful completion of any ELICOS related courses requires the student to complete all assessments, homework and projects assigned by the Institute and the teachers.

In the case of low attendance (below 80%), please be aware of the following procedures:

- 1<sup>st</sup> Warning – via email and phone/in person (Student Support Officers)
- 2<sup>nd</sup> Warning – via email and phone and a formal meeting with the class teacher
- 3<sup>rd</sup> Warning – via email and a formal meeting with the ELICOS Academic Manager and CEO, if a student fails to comply then this will result in the cancellation of the student’s Confirmation of Enrolment (CoE).

Please be aware that students who wish to gain an extension for their assessments (exams and projects) due to medical reasons, will need to provide a medical certificate as proof, and this also needs to be discussed with the class teacher and the ELICOS Academic Manager before the assessments are due.

### **FACILITIES, EQUIPMENT AND RESOURCES**

#### **List of Facilities**

Students will have access to the following facilities at Pivotal Education:

- Computer Labs
- Library and Online Library

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- Fully Equipped Classrooms
- Student recreational area
- Private area for study
- Private area for confidential counselling
- Multifunctional Printers (Print, Scan and Copy)

### **ARRANGEMENTS WITH OTHER PROVIDERS OR PARTIES**

Pivotal Education **does not** have any arrangements with other providers or parties to provide its courses or part of its courses on its behalf.

### **COURSE FEES AND REFUND POLICY**

Please check **Fee Schedulable** on page24 of this document.

[Refund policy](#) must also be read in conjunction with course-related fees. Refund Policy is included in this document on page17. It is very important for you to clearly understand your course-related fees and refund policy before you sign and accept this agreement.

### **COMPLAINTS AND APPEALS PROCEDURES**

#### **COMPLAINTS**

Pivotal Education maintains a supportive and fair environment, which allows training participants, staff and stakeholders to lodge complaints. Complaints are ideally resolved as amicably as possible using this formal appeal process. We will adhere to the National Complaints Code to respond to complaints about vocational education and the organisation itself. This means that our complaints process is:

- well publicised and explained;
- accessible so you can lodge complaints and appeals by phone, electronically or in writing;
- fair and protect your rights;
- free so you can lodge a complaint without charge;
- handled in a manner that protects your privacy;

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- transparent, equitable, objective and unbiased;
- comprehensive so that it effectively resolves a variety of complaints such as student dissatisfaction, assessment outcomes, poor service, fraud, misconduct etc;

Pivotal Education response to any complaint or appeal an overseas student makes about the registered provider any agents or related party the registered provider engages.

Pivotal Education will commence the complaints process within 10 working days of the formal lodgment of the complaint and supporting information. All reasonable measures are taken to finalise the process as soon as practicable.

Where verbal complaints regarding vocational education are received, they can be discussed with a Trainer and preferably resolved. Complaints about the organisation can be directed to the CEO.

If the complaint is not resolved then the complaint is to be documented by the complainant onto a Complaints and Appeals Form, Student complaints are submitted to the CEO by email.

The CEO will make a determination that is considered to be fair and equitable by both parties. The complainant has the right to have their version of events heard in the resolution negotiation and have an independent advocate present.

Complaints are investigated fairly and objectively with details of the investigation provided in writing to the complainant. The details will state the outcomes and reasons for the decisions made.

Where the complainant is not satisfied with the outcome, the matter may be referred to an independent mediator such as the local Community Justice Centre for review. The complaint will be investigated fairly and objectively and detail the investigation in writing for the complainant. The details will state the outcomes and reasons for the decisions made.

A copy of the all documentation, in particular, the complaint and its outcome, is placed in the student's file. A copy of the documentation is forwarded to the complainant.

Where the resolution requires a documented change to policies and procedures, the CEO notifies the CEO of the change to ensure that the procedure for document change as listed in Procedure on Document Control is followed with the appropriate records made.

In the event that a complaint is substantiated, Pivotal Education will take prompt and appropriate action to resolve the circumstances.

Complaints cannot be anonymous because this is considered unfair in that ongoing discussion cannot take place to resolve the issue between both parties.

Information submitted to a trainer or any staff member is treated with respect and taken as an opportunity for improvement to the organisation's practices and Management System. Privacy requirements and student/ individual rights are maintained.

If the student chooses to access our complaints and appeals processes, Pivotal Education will maintain the student's enrolment while the complaints and appeals process is ongoing.

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If the student is not satisfied with the result or conduct of the internal complaint handling and appeals process, the registered provider must advise the student of his or her right to access the external appeals process at minimal or no cost. Advice must be given to the student within 10 working days of completion of internal complaints handling and appeals process.

If the internal or any external complaint handling or appeal process results in a decision that supports the student, the registered provider must immediately implement any decision and/or corrective and preventative actions required and advise the student of the outcome.

### **APPEALS AGAINST ASSESSMENT OUTCOMES: REASSESSMENTS**

Pivotal Education maintains a supportive and fair environment, which allows training participants to appeal their assessments and recognition decisions. Appeals are ideally resolved as amicably as possible using this formal appeal process.

Discuss the reassessment request with the teacher. If this does not resolve the matter then put the appeal in writing using a copy of the Complaints and Appeals Form and submit it to the teacher.

The CEO will appoint a mutually agreed-upon, qualified and independent assessor to review the records of assessment of the student's competence against the training package requirements. Where insufficient records to determine competence are available, the student may provide additional evidence of competence. The independent assessor's determination is final.

No further appeal mechanism exists beyond this point in the process.

### **STUDENT DEFAULT**

Under the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay any amount payable to the provider for the course;
  - the student breached a condition of his/her student visa;
  - misbehaviour by the student

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Please note that a student does not default for failing to start a course on the agreed starting day if he/she does not start the course because the provider defaults in relation to the course at the location.

### **Provider Default**

Pivotal Education has arrangements in place through the Tuition Protection Scheme (TPS) should the institute defaults the course due to the following events:

- a. The institute ceases its operations
- b. The course enrolled in does not begin on the agreed commencement date
- c. The course enrolled in ceases to be provided at any time after it commences but before it is completed.

In the unlikely event that Pivotal Education is unable to deliver the course based on the any of the above events, you will be offered a full refund of all the course money you have paid to date. The refund will be processed within 4 weeks of the day on which the default occurred.

Alternatively, you may be offered enrolment in an alternative course by Pivotal Education at no extra cost. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course with another registered provider. If you choose a placement in another course, we will ask you to sign a document to indicate that you accept the placement. If Pivotal Education is unable to provide a refund or place you in an alternative course, the Tuition Protection Scheme (TPS) will place you in a suitable alternative course at no extra cost. Students can choose to have a full refund or choose to pay more and continue with an alternative provider. You will be advised of the default situation in advance and will have a letter explaining how all the refunds are calculated. Such situations are covered by the provision of the Commonwealth Government ESOS Act 2000 and the ESOS Regulations 2019.

For further information, please read the Student information contained in TPS website <https://tps.gov.au/StaticContent/Get/StudentInformation>

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

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## **COURSE CREDITS**

### **Academic Credit Transfer/Recognition of Prior Learning**

In accordance with National Code Standard 2, Pivotal Education recognizes all AQF Qualifications and Statements of Attainment issued by other Registered Training Organisations (RTOs) and grants academic credit for such courses/units of study upon a prospective or existing student's application (supported by the requisite documentary evidence) for such course credit.

If you have previously completed qualification(s) or unit(s) of competency you may be eligible to apply for course credit. Please visit <https://www.pivotal.edu.au/> and fill out the Credit Transfer Form, attach copies of the evidence you have (e.g. Certificate and/or Statement of Attainment) and submit all the evidence with your Letter of Offer.

Applicants will be notified of the outcome of their application within 28 working days of its submission. Pivotal Education **does not** grant course credits for the recognition of prior learning (RPL) for international students.

## **ELICOS**

Pivotal Education **does not grant** course credits for international students for ELICOS courses.

## **DEFERMENT, SUSPENSION OR CANCELLATION OF AN ENROLMENT**

Pivotal Education will assess, approve and record any deferment, suspension or cancellation of study during enrolment efficiently.

- Pivotal Education will only defer, suspend or cancel the enrolment of an overseas student on the following grounds.

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- Compassionate or compelling circumstances of the student
  - Non-payment of tuition fee
  - Student misconduct
  - Non-Commencement of studies
  - Withdrawal from studies
  - Extenuating circumstances relating to the welfare of the student
- Student will be advised before the enrolment, during orientation and during the course of the grounds on which their enrolment may be deferred, suspended or cancelled.
  - Pivotal Education informs the student about the consequences of deferment, suspension or cancellation which may affect their student visa.
  - Pivotal Education allows a time of 20 working days for the student to appeal against the decision.
  - If a student appeals against the decision to defer, suspend or cancel his/her studies, Pivotal Education will maintain student enrolment and will not notify Department of Home Affairs of a change to the enrolment status until the complaints and appeals process is complete.
  - When the student’s deferment, suspension or cancellation is confirmed, Pivotal Education will inform Department of Home Affairs via PRISMS as soon as practicable and update student, student file and student management system (VETTrack) accordingly.

**Notes:**

1. Student may choose to apply for leave of absence without extending the CoE if the duration of leave period is equal or less than remaining Scheduled Holiday Break of the course and the student agrees to undertake extra course load in future study terms or study during holiday break(s) to complete the pending units.
  2. Student may request for refund of the fee. Pivotal Education assesses the application as per student written agreement/refund policy.
  3. Only the Principal will consider the retrospective deferment cases where unusual / extreme compelling circumstances exists.

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**RELEVANT INFORMATION ON LIVING IN AUSTRALIA**

- **Indicative costs of living:** Knowing the average living costs in Australia is an important part of your financial preparation. For your reference, here are some of the costs associated with living and studying in Australia. (All costs are in Australian dollars.) -**Updated on 19/12/2019**

The costs below are an approximate guide only.

Students should be aware that these costs can vary depending on your study location in Australia.

- Accommodation
  - Hostels and Guesthouses - \$90 to \$150 per week
  - Shared Rental - \$85 to \$250 per week
  - Homestay - \$235 to \$325 per week
  - Rental - \$165 to \$440 per week
  - Boarding schools - \$11,000 to \$22,000 a year
  
- Other living expenses
  - Groceries and eating out - \$80 to \$280 per week
  - Gas, electricity - \$60 to \$140 per week
  - Phone and Internet - \$20 to \$55 per week
  - Public transport - \$15 to \$55 per week
  - Car (after purchase) - \$150 to \$260 per week
  - Entertainment - \$80 to \$150 per week
  
- The minimum cost of living: The Department of Home Affairs has financial requirements you must meet in order to receive a student visa. Below is a guide on the requirements you must meet to study in Australia
  - You - \$20,290
  - Your partner - \$7,100

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- Your first child - \$3,720
- Every other child - \$2,790

- Accommodation options
- Support and welfare services
- Legal services: If you do break the law are arrested and need to attend a court appearance you will need legal representation to negotiate Australia’s complex legal system.

- Legal Aid NSW: Legal Aid NSW helps people with their legal problems. It is a free legal service and they provide free face-to-face advice on most legal issues. They also have interpreters in many languages.

Ph: 1300 888 529

W: [www.legalaid.nsw.gov.au](http://www.legalaid.nsw.gov.au)

- Redfern Legal Centre: This independent, non-profit community centre dedicated to promoting social justice and human rights. They offer free legal advice, referral and casework to international students anywhere in NSW.

Ph: (02) 9698 7277

W: [www.rlc.org.au](http://www.rlc.org.au)

- Student visa conditions that relate to the course you are studying:

Pivotal student must abide to the visa condition. Failure to comply with your visa conditions could result in the cancellation of your visa.

For a full list of **mandatory** and **discretionary** student visa conditions please click here or alternatively visit <https://www.homeaffairs.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students>

For more information relevant to living in Australia, please refer to the [International student handbook](#)

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### **NOTIFICATION OF RESIDENTIAL AND CHANGE OF ADDRESS**

International students must notify their residential address, mobile number, email address, and emergency contact in Australia within 7 days of arriving in Australia to their registered provider.

International students must also notify their change of address within 7 days to their registered providers while enrolled in the course.

### **CONDITIONS OF ACCEPTING COURSE MONEY**

- Pivotal Education **cannot** accept the course money from any student until this written agreement has been signed or otherwise accepted by the student, and;
- Pivotal Education can only accept the course money on or after the signed written agreement is received, and;
- Pivotal Education may also accept the course money at the same time this written agreement is signed and received by Pivotal Education.
  
- If Pivotal Education receives the course money sent by mail or by electronic payment into the Pivotal Education account before receiving the signed written agreement, Pivotal Education cannot use this money until it receives the signed agreement. In this circumstance, Pivotal Education will contact the student immediately and notify the student that the course money will not be processed until Pivotal Education receives the signed written agreement from the student.
  
- If Pivotal Education receives the course money and does not receive the signed written agreement from the student (e.g. student has decided not to sign and accept the offer for any reason), Pivotal Education will return the money to the student within 10 working days.

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### PRE-PAID TUITION FEES

From 14 December 2015, changes to Australian law give international students more choice about how they pay their fees. Previously you could not pay more than 50% of your fees before you started a course. Now you can choose to pay more than 50% of your tuition fees before you start. For example, you or the person who is paying your fees may decide this is a good idea if the Australian dollar exchange rates mean you will save money paying more of your fees early.

Pivotal Education may ask you if you would like to pay more than 50% of your fees before you start your course. This is your choice. We cannot require you to pay more unless you are doing a short course of 25 weeks or less. If your course is longer than 25 weeks, Pivotal Education will not ask you to pay more than 50% of your tuition fees before you start your course.

Pivotal Education will organise a payment plan so you can start regularly paying the rest of your tuition fees once you start the course. Your Letter of Offer (LoO) and this written agreement includes an itemised list of all the fees you will be charged for your course, including your tuition fees and how they will be paid, and refund arrangements.

In Australia, there are also very strong protections for student's fees, which you can learn more about on page 5 of the fact sheet provided by Australian Government – Department of Education and Training (click [here](#) to access the fact sheet).

### NON-TUITION FEES

**Fee Schedule** is attached at the end of the written agreement.

Pivotal Education provides all details of any non-tuition fees in **Fee Schedule** the student may incur, including as a result of having their study outcomes reassessed, deferral of study, a fee for late payment of tuition fees, or other circumstances in which additional fees may apply.

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### NON-PAYMENT OF FEES

You must pay your fees on time according to the payment schedule supplied by Pivotal Education. Pivotal Education has the right to cancel and report a student's enrolment to Department of Home Affairs if a student has non-payment of fees.

Pivotal Education will follow the below procedures prior to cancelling a student's enrolment due to non-payment of fees:

1. **Payment Friendly Reminder** – This will be sent to the student's nominated email address two weeks prior to the due date.
2. If no payment is received by the due date, **Final Warning Letter** will be sent on the due date. The student will have 5 working days from the date the Final Warning Letter sent to pay their outstanding fees.
3. If the payment is still not made by the student, one of our staff will try to contact you via phone to notify you that we will be sending you an **Intention to Report** Letter. We will also contact your education agent (if you are using one) to check whether you have made a payment directly to your agent otherwise your agent will also be aware that you will be receiving an **Intention to Report** Letter. You will have 20 working days to respond to this letter either by paying the outstanding fee or making an appeal to Pivotal Education.
4. If no payment is received or student does not make an appeal against the **Intention to Report** Letter, Pivotal Education will cancel and report the student's enrolment to the Department of Home Affairs via PRISMS (Provider Registration and International Students Management System).

### REFUND POLICY

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1. Pivotal Education under the ESOS Act 2000 and the National Code 2018 must-have in place a Refund Policy which needs to be provided to the prospective international students studying in Australia before the formalisation of their enrolment.
2. If a student accepts a place offered by Pivotal Education and pays the applicable fees, it means a binding contract is created between the student and Pivotal Education.
3. Notification of withdrawal from unit/s or course of study must be made in writing to Pivotal Education addressing to the CEO. The cancellation fee will be calculated as shown in **Schedule A**.
4. All fees paid including any course fees collected by education agents on behalf of Pivotal Education except the non-refundable enrolment fee are subject to this refund policy.
5. Where a visa renewal is rejected due to a breach in visa conditions, a student must withdraw from Pivotal Education and the cancellation fee will be calculated as shown in Schedule A.
6. Pivotal Education reserves the right not to offer a course previously made available at its own discretion. Where a student is unable to enrol in a similar course at Pivotal Education and the enrolment is cancelled then all fees paid will be refunded.
7. In the unlikely event that Pivotal Education is unable to deliver your course in full (provider default), you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 4 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by Pivotal Education at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose a placement in another course, we will ask you to sign a document to indicate that you accept the placement.
8. All refunds (apart from provider defaults) under this policy will be paid within four (4) weeks after receiving a written claim and full supporting documentation from the student.
9. If the student is not satisfied with a decision of the refund, an appeal should be made in writing to the CEO of Pivotal Education.
10. Refunds will be made in Australian dollars and the Academy reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded.
11. Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the tuition fees.

### **PROCEDURES FOR CLAIMING REFUNDS**

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1. Please fill up the 'Fee Refund Form' (which can be downloaded from Pivotal Education's website).
2. Submit the form with any supporting evidence to the Student Services Officer or alternatively, you can send the Pivotal Education scanned copy of the 'Fee Refund Form' to the [training@pivotal.com.au](mailto:training@pivotal.com.au). Once the 'Fee Refund Form' is received by the Student Services, it will be forwarded to the CEO for a review.
3. If eligible, refunds will be processed within 4 weeks.
4. In the event of an unsuccessful outcome or if the student is not eligible for a refund, students can appeal against the CEO's decision accessing the Pivotal Education Complaints and Appeals policy located on the <https://www.pivotal.edu.au/#>

#### **SHARE OF PERSONAL INFORMATION - DISCLAIMER**

*Information is collected prior to your enrolment, on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2019 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.*

#### **Privacy Notice**

<b>VET &amp; ELICOS Student Written Agreement</b>	<b>Version #</b>	<b>V3.1</b>	<b>Effective Date</b>	<b>Oct 2020</b>	<b>Issued Date</b>	<b>Nov 2018</b>	<b>Created for</b>	<b>PIVOTAL EDUCATION RTO 90272 – CRICOS 03872E</b>	<b>Page 18</b>
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Under the Data Provision Requirements 2012, Pivotal Education is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form), may be used or disclosed by Pivotal Education for statistical, administrative, regulatory and research purposes. Pivotal Education may disclose your personal information for these purposes to:

- Commonwealth and State or Territory government departments and authorised agencies; and
- NCVER.

Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:

- populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys and data linkage;
- pre-populating RTO student enrolment forms;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including program administration, regulation, monitoring and evaluation.
- You may receive a student survey which may be administered by a government department or NCVER employee, agent or third-party contractor or other authorised agencies. Please note you may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the National VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at [www.ncver.edu.au](http://www.ncver.edu.au)).

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## STUDENT DECLARATION

### I declare that:

1. I have read and clearly understood all the information contained in this written agreement.
2. I have read and understood my rights and responsibilities as an international student on the fact sheet provided by Australian Government – Department of Education and Training (Click [here](#) to access the fact sheet or alternatively visit <https://docs.education.gov.au/node/39586>)
3. I have accessed and understood my [visa conditions](#) located on Department of Home affair’s website (please refer to the correct subclass of your visa conditions).
4. I have accessed and read the ESOS policies and procedures located at <https://www.pivotal.edu.au>
5. I have access and agree to pay all the course-related fees that are payable for the course that I wish to enrol – contained in my Letter of Offer (LoO).
6. I have read and understood the course content, duration and the mode of delivery as well as the entry requirements and conditions of the enrolment in this written agreement.
7. I understand that I do not have to pay any fees to Pivotal Education until I accept and sign this written agreement.
8. I have read and understood Pivotal Education ’s [Refund Policy](#) contained in this written agreement.
9. I understand that Australian Law includes the tuition protections that will allow me to be placed in another course or receive a refund if Pivotal Education is unable to teach my course (known as a provider default).
10. I understand that it is my responsibility for keeping a copy of the written agreement and receipts of any payments of tuition fees or non-tuition fees provided by Pivotal Education.
11. I have read and understood the student information contained in TPS website <https://tps.gov.au/StaticContent/Get/StudentInformation>
12. It is my obligation to notify Pivotal Education with my residential address, mobile number, email address and emergency contact within 7 days of arriving in Australia. I also have the obligation to notify Pivotal Education with my change of address within 7 days throughout my enrolment.
13. Pivotal Education may share the personal information between the registered provider(s) and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service and the ESOS Assurance Fund Manager. Personal information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition.

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14. I have read and understood the requirements of Pivotal Education Monitoring Attendance and Course Progress Policy and Procedures as well as Complaints and Appeals processes (located on <https://www.pivotal.edu.au/> )
15. I understand that I have the right to request to be transferred to another institution before my enrolment.
16. I understand that it is the Australian Government’s requirement to provide my Unique Student Identifier (USI) number before Pivotal Education can issue a qualification or statement of attainment. Click [here](#) to obtain more information on USIs.
17. This agreement and the availability of complaints and appeals processes does not remove the right of the student to take action under Australia’s consumer protection laws.

<b>COURSE NAME:</b>	
<b>COURSE START DATE:</b>	
<b>STUDENT NAME:</b>	
<b>STUDENT SIGNATURE:</b>	
<b>DATE:</b>	

This VET and ELICOS Student 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 students to take action under the Australian Consumer Law if the Australian Consumer Law applies.

SCHEDULE A			
CONDITION	PIVOTAL EDUCATION POLICY	CONDITION	PIVOTAL EDUCATION POLICY
WRITTEN NOTICE OF WITHDRAWAL PROVIDED AT LEAST 4 WEEKS PRIOR TO COURSE COMMENCEMENT	PAID TUITION FEES REFUNDED, LESS ENROLMENT FEE (ENROLMENT FEE IS NON-REFUNDABLE).	VISA REFUSAL WHICH CAUSED THE STUDENT'S FAILURE TO START THE COURSE BEFORE THE COURSE COMMENCEMENT	PAID TUITION FEES REFUNDED, LESS ENROLMENT FEE (ENROLMENT FEE IS NON-REFUNDABLE).
WRITTEN NOTICE OF WITHDRAWAL PROVIDED LESS THAN 4 WEEKS PRIOR TO COURSE COMMENCEMENT	A REFUND EQUAL TO 50% OF THE PAID TUITION FEES. THE NON-TUITION FEES ARE EXEMPT FROM THE REFUND AMOUNT.	IF A STUDENT'S VISA APPLICATION IS REJECTED AFTER THE STUDENT HAS COMMENCED THE COURSE	THE REFUND AMOUNT CALCULATED WILL BE THE WEEKLY TUITION FEE TIMES THE WEEKS IN THE DEFAULT PERIOD. THE NON-TUITION FEES ARE EXEMPT FROM THE REFUND AMOUNT.
WHERE A STUDENT PROVIDES WRITTEN NOTICE OF WITHDRAWAL PRIOR TO OR DURING THE NEW TERM	THE REFUND AMOUNT CALCULATED WILL BE THE WEEKLY TUITION FEE TIMES THE WEEKS IN THE DEFAULT PERIOD.	WHERE A STUDENT DOES NOT COMMENCE THE COURSE ON THE START DATE AND SUBSEQUENTLY PROVIDES NOTICE OF WITHDRAWAL FROM THE COURSE	NO REFUND OF THE ENROLMENT FEE (NON-REFUNDABLE) AND THE FIRST TERM FEE. THE SUBSEQUENT TERMS PAID IN ADVANCE WILL BE REFUNDED.
PIVOTAL EDUCATION REFUSES TO CONTINUE THE STUDENT IN THE COURSE BECAUSE OF STUDENT MISBEHAVIOUR, BREACHED VISA CONDITIONS, FAILURE TO PAY OUTSTANDING FEES	NO REFUND OF THE ENROLMENT FEE AND CURRENT TERM FEE. THE SUBSEQUENT TERMS PAID IN ADVANCE WILL BE REFUNDED.	PIVOTAL EDUCATION CANCELS THE COURSE PRIOR TO COURSE COMMENCEMENT	ALL MONIES PAID TO THE PROVIDER, (EXCEPT THE ENROLMENT FEE), WILL BE REFUNDED.
PIVOTAL EDUCATION CANCELS THE COURSE BEFORE ITS EXPECTED END DATE	IN THE UNLIKELY EVENT OF A PIVOTAL EDUCATION DEFAULT OF A COURSE, STUDENTS WILL BE OFFERED WITH TWO OPTIONS: 1) FULL REFUND: THE REFUND AMOUNT CALCULATED WILL BE THE WEEKLY TUITION FEE TIMES THE WEEKS IN THE DEFAULT PERIOD (UNSPENT TUITION FEES); OR 2) ALTERNATIVE COURSE ARRANGEMENT: STUDENTS CAN BE OFFERED AN ALTERNATIVE COURSE AT PIVOTAL EDUCATION WITH NO EXTRA CHARGE. STUDENTS WILL HAVE THE RIGHT TO CHOOSE ONE OF THE ABOVE OPTIONS.		
<b># OVERSEAS STUDENT REFUNDS ARE CALCULATED ON THE BASIS OF THE AMOUNT RECEIVED FROM AN EDUCATION AGENT.</b>			

*Disclaimer: Please be aware that Pivotal Education has the right to change the applicable fees at any time without prior notice.*



## FEE SCHEDULE

### Pre-Enrolment

Upon acceptance to the course students are required to complete an enrolment form and submit a non refundable enrolment fee to secure their position in the course. The enrolment fee is non-refundable. Students will be notified by Tax Invoice when subsequent fees are due and payable.

### Enrolment

The following fees are applicable for tuition or course tuition fees, student course material fees (courseware, which includes manuals, textbooks, and uniforms if required), student re assessment fees, Deferral fees, credit transfer fees, Recognition of Prior Learning, Qualification Certificate or Statement of Attainment replacement costs.

<b>Enrolment Fee (Non-refundable)</b>		\$250
<b>Tuition Fees (Total course price)</b>	<ul style="list-style-type: none"> <li>• FBP30117 Cert III in Food Processing</li> <li>• ELICOS</li> </ul>	\$20,000 \$250/week
<b>Course Material Fees</b>	<ul style="list-style-type: none"> <li>• Per qualification</li> </ul>	\$200
<b>OSHC (BUPA) Fees if organised by Pivotal Education</b>	<ul style="list-style-type: none"> <li>• Singles / year</li> </ul>	\$516.12
	<ul style="list-style-type: none"> <li>• Couples / year</li> </ul>	\$3000.36
	<ul style="list-style-type: none"> <li>• Families / year</li> </ul>	\$5372.40
<b>Re assessment Fees</b>	<ul style="list-style-type: none"> <li>• Per qualification</li> </ul>	\$200
<b>Deferral Fees</b>	<ul style="list-style-type: none"> <li>• Per qualification</li> </ul>	\$100
<b>Credit transfer Fees</b>	<ul style="list-style-type: none"> <li>• Per Application</li> </ul>	\$200
<b>Recognition of Prior Learning (non-refundable)</b>	<ul style="list-style-type: none"> <li>• Cert III in Food Processing</li> </ul>	\$8,000.00
<b>Replacement or Additional Qualification Certificates or Statement of Attainment</b>		\$100 per replacement
<b>Total First Instalment (refundable, or partially refundable – see refund policy) – Required for Acceptance</b>		\$2,500
<ul style="list-style-type: none"> <li>• FBP30117 Cert III in Food Processing</li> <li>• ELICOS</li> </ul>		6 weeks payment

### Payment Terms

<b>At Enrolment</b>	<b>Non- refundable enrolment fee</b> <b>Course Material fees</b> <b>First payment</b>	<b>at time of enrolment</b>
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	<b>OSHC (BUPA) if organised by Pivotal Education</b>	
<b>Payment Schedule</b>	<b>Same amount of first payment</b>	<b>Per quarter</b>
<b>Late Fee</b>		Accrues at a rate of 5% week
<b>All accounts are 7-day payable accounts and first Course Fee payable 7 days prior to commencement of the Course</b>		
<b>Note that at no time will you be in credit by more than \$1,500.00 against any part of the course that has yet to be delivered.</b>		

All amounts shown are in Australian dollars. No currency other than Australian dollars is acceptable.