

## Terms & Conditions

Readygrad Pty Ltd (ABN 17 637 874 081) delivers training and assessment services for the nationally recognised unit of competency BSBOPS201 'Work effectively in a business environment' (the course) RTO Provider No.45724. These terms and conditions apply to the students enrolled in that course.

### 1. Enrolment in the Program

- 1.1. I hereby apply to enrol in the course commencing as indicated on the Enrolment Form ('the Application'). I agree that on acceptance of the Application by Readygrad ('Acceptance'). The Acceptance will become the Contract of Enrolment ('the Contract') and further I agree to abide by the following terms and conditions of enrolment.
- 1.2. I agree that it is a condition of my enrolment to achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.
- 1.3. I agree that I am required to use my best endeavours to meet the requirements of the course selected and to abide by the rules and regulations of Readygrad. I understand that if I breach any of Readygrad rules or my behaviour is deemed unacceptable by Readygrad, including but not limited to not following the student Code of Conduct, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to Readygrad under the Contract as applicable at that time. (Information on Readygrad policies, rules and regulations is located on the website [www.readygrad.com.au](http://www.readygrad.com.au))
- 1.4. I agree to advise Readygrad of any change of my address and/or contact details while I am enrolled in my course.
- 1.5. I hereby acknowledge that I have read and understood the Complaints & Appeals Policy published on the website [www.readygrad.com.au](http://www.readygrad.com.au)
- 1.6. I hereby acknowledge that I have read and understood and agree to the terms of the Fees and Refunds Policy published on the website at [www.readygrad.com.au](http://www.readygrad.com.au)
- 1.7. I confirm that the terms and conditions have been made available to me prior to enrolling and understand that any variation of those stated terms and conditions of the Contract must be provided in writing and be signed by an authorised officer of Readygrad.

### 2. Internship Placement

- 2.1. I understand that on acceptance into the program, Readygrad will use its best endeavours to find an Internship placement as follows:
  - a) Readygrad will source a Host Company on the basis of my chosen profession and training and development needs.
  - b) Readygrad has absolute discretion in the choice of the Host Company for the internship placement.
  - c) Readygrad will endeavour to find an Internship placement in a suitable location taking into account my preferences, if any, however, travel up to 90 minutes to and from the location of the placement may be required.
  - d) I will be required to attend all interviews for suitable placements arranged by Readygrad with Host Companies, after which the Host Company will decide whether they will offer a placement.
  - e) The Host Company has absolute discretion in choosing whether to accept me for a placement.
  - f) Placement can take up to 4 weeks after lodgement of my Enrolment Form and successful resume approval/submission, but may take longer if I do not have a completed and professional resume or need additional support with interview skills, or do not attend interviews arranged and I may not be placed at all. Readygrad will communicate with me in each of these circumstances.
  - g) Placements in other disciplines such as, but not limited to, Engineering may take up to 8 weeks to secure as these areas have a broader scope across the market. I understand that this will affect the length of my course. Readygrad works hard to ensure that student placements are conducted in a Professional company that meets regulatory requirements as well as students' needs. At times this process can take between 4-8 weeks. If there is a delay in attending the meeting with your consultation or in submitting your resume or documents by the requested deadline. You will face delays to your internship start date by 4 weeks or more.
  - h) I understand that my chosen profession may have additional requirements in order to complete placement such as but not limited to, a White Card. Any of these additional requirements are not included in the cost of the course and must be organised and paid for by me prior to commencing placement. I will provide evidence of this when requested by Readygrad and my host company. I understand that not having these required documents will affect my placement with a host company, delay my placement commencement and subsequently the completion date of my course.
  - i) I will be required to complete interviews in a professional manner in order to have the best possible chance of being successful at gaining an internship. Failure to perform appropriately and behave according to expectations of the Student Code of conduct may risk delay in the placement process and in some cases withdrawal from the course. In the case of Withdrawal, the terms of the refund policy are applied. Should I fail three interviews, Readygrad may provide additional interview coaching or additional support has been provided and I fail another two interviews, Readygrad may withdraw me from the program. Readygrad reviews these instances on a case by case basis.
- 2.2. Prior to commencing the placement I understand that I will be required to enter into an agreement with Readygrad and the Host Company relating to the internship placement (Training Agreement)
- 2.3. I understand that I will not be an employee of the Host Company at any time during the placement
- 2.4. I understand that the Host Company and Readygrad are not required to provide me with employment at the end of the internship placement or the program or at any other

- 2.5. Readygrad seeks internship placements within Host Companies for students based on appropriate learning objectives and the right placement for each individual student, regardless of the size of the Host Company. Once you have received a placement offer that meets this requirement you are obliged to accept the offer.
- 2.6. I agree to:
  - a) Attend all workshops and consultations as specified as part of the program
  - b) Attend interviews arranged by Readygrad
  - c) Attend all days required to complete the internship placement as set out in the Training Agreement. Any missed days will need to be made up within the placement time frame to meet minimum program requirements of 274 hours.
  - d) Unexplained absences are seen as unprofessional behaviour and may result in removal from the placement or termination of the internship.
  - e) If Readygrad is required to source a new placement for me, due to unprofessional behaviour, additional fees of \$1750 will apply (\$2750 for Engineering). **If you are participating in the program through one of our University partners, please disregard the information around fees**
  - f) Complete all assessments and evaluations associated with the placement and comply with all other obligations as set out in these terms and the Training Agreement.
- 2.7. I will hold a valid visa for the term of the program that allows me to stay in Australia. I am wholly responsible for all matters relating to my visa status
- 2.8. I have committed to a 12 week internship placement and will complete the full 12 weeks.

### 3. Deferrals & Withdrawals

- 3.1. Readygrad allows deferral of commencement of the program for up to 12 months. There is a cost of \$100 per deferral. Deferral under extenuating circumstances will be assessed on a case by case basis. Course fees will need to be paid in full as per the fee's payments schedule during the deferral period.
- 3.2. I understand that if I defer my offer, I am guaranteed a place in the program but am choosing to delay the start date of program. Requests to defer must be received before the start date in my offer letter.
- 3.3. I understand that that if I defer my course after the commencement of the program, that fee payments must be made in accordance with the agreed fee schedule.
- 3.4. I understand that prolonged or unexplained absences of 10 working days or more will result in the immediate termination of the program without any refund.
- 3.5. Withdrawal from the course must be done in writing by lodging a Withdrawal application obtained from Readygrad. Lodging a withdrawal application does not mean that your application will be successful or that a refund is provided. In terms of withdrawal the following refunds apply:

Withdrawal time frame	Payment due upon withdrawal	Refund
The student provides written notification of their intention to withdraw 14 days prior to program commencement	NIL	Full Refund
The student provides written notification of their intention to withdraw less than 14 days prior to the program commencement	25% of the Program Fees	75% refund. 25% of the program fees are retained to cover administration fees, resource fees and program related data management related fees
Where students withdraw after training has commenced and not of their own accord (e.g. Closure or loss of government contract)	NIL	Refund will be provided proportionate to the fees charged for the remaining parts of the program
Students who have commenced the program and have chosen to withdraw after the program start date or who have been issued with learning resources	Full remaining program fees required	No Refund

- 3.6. Withdrawals outside of these conditions with exceptional circumstances will be assessed on a case by case basis. Please read the Withdrawal Policy and Procedure on our website <https://www.readygrad.com.au/internship-policies>
- 3.7. If you are approved a refund of your course fees, a fee of \$200 (minimum) will be retained by Readygrad for administration costs.
- 3.8. A refund will be approved on a case by case basis.

### 4. Fees & Payments

The course fee as at September 2021 is AUD \$2,500 (\$3,500 for Engineering). **If you are participating in the program through one of our University partners, please disregard the information around fees**

- 4.1. Readygrad reserves the right to amend the fees from time to time
- 4.2. All fees must be paid in Australian Dollars
- 4.3. The first instalment of the fee must be paid upon enrolment to the course (first instalment) and the remainder must be paid in accordance with the fee schedule and repayment plan agreed at the time of enrolment.
- 4.4. Readygrad will only accept payment of fees by direct debit and I agree to register with the nominated provider. Students may elect either their bank account or credit card to be debited

- 4.5. I acknowledge that my direct debit arrangement is with Paypa Plane Payment System and I must abide by its terms and conditions.
- 4.6. I acknowledge that I have read and understood the Paypa Plane Payment System terms and conditions located <http://paypaplane.com>
- 4.7. All Paypa Plane accounts will attract a processing fee of \$1.50 per transaction
- 4.8. Any payment made by credit card direct debit will attract an additional surcharge (Domestic Cards @ 1.8% & International Cards @ 3%)
- 4.9. All failed charges will have a grace period and be automatically recharged within 24 hours with a surcharge of \$1.90
- 4.10. Failed charges after the grace period will be automatically recharged within 48 hours with an additional surcharge of \$9.90
- 4.11. Failed charges beyond this period will result in your account being suspended and risk having your internship suspended until payments are made.

## 5. Liability

- 5.1. To the full extent permitted by Law, Readygrad excludes all representations, warranties or terms (whether expressed or implied) other than those expressly set out in these terms. I acknowledge that I have not relied on any advice, representations or warranty given or made by Readygrad in connection with the program, the program inclusions or the internship placement that is not expressly stated in these terms
- 5.2. These terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations including the guarantees under the Australian Consumer Law that cannot be excluded. If such legislation applies, to the extent possible and to the extent allowed by relevant legislation. Readygrad limits its liability in respect of any claim to, at its option, the supply of the services again or the payment of the cost of having the services supplied again
- 5.3. Subject to clause 6.2 I understand that all other liability for any claims, liability costs, expenses, losses and damages, (loss) suffered or incurred in connection with my enrolment in the program, the internship placement or any provision of services by Readygrad, whether that liability arises in contract, tort (including by Readygrad's negligence) or under statute is excluded. I indemnify and hold Readygrad harmless in respect of any and all loss (including as a result of a claim by a third party) arising directly or indirectly out of or in any way connected to the program, any act or thing done by Readygrad in good faith, any breach by myself of the terms or Training Agreement or any willful, unlawful or negligent act or omission by me
- 5.4. I authorise Readygrad and the Host Company to obtain medical treatment for me should Readygrad or the Host Company deems such necessary. I indemnify Readygrad and the Host Company for any loss arising directly or indirectly out of or in any way connected to authorising and arranging or failing to arrange, any medical treatment

## 6. General

- 6.1. I confirm that the information on the Enrolment Form is correct at the time that it was lodged with Readygrad. It is my responsibility to advise Readygrad if any of the information provided in my Application Form changes, including but not limited to my contact details, within 14 days of such change.
- 6.2. I agree to follow the process identified by Readygrad in the Complaints, Grievance and Appeals policy and procedure.
- 6.3. These terms, the Training Agreement, the Enrolment Form and any other written agreement between myself and Readygrad, set out the entire understanding and agreement between me and Readygrad.
- 6.4. Any variation to these terms must be in writing and signed on behalf of Readygrad.
- 6.5. If a provision of these terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 6.6. If Readygrad does not act in relation to a breach by me of these terms, this does not waive Readygrad's right to act with respect to that or subsequent or similar breaches.
- 6.7. Readygrad reserves the right to change the particulars of the services including changes to prices, courses, facilities and dates of programs where circumstances beyond Readygrad's control necessitate such changes

## Unique Student Identifier

The following information is provided to you on behalf of the Student Identifier Registrar (Registrar) [www.usi.gov.au](http://www.usi.gov.au). It is a requirement of your enrolment that you read the below information prior to the provision of consent.

You are advised and agree that you understand and consent that the personal information you provide in connection with your application for a Unique Student Identifier (USI):

- a) is collected by the Registrar as authorised by the Student Identifier Act 2014
- b) Is collected by the Registrar for the purposes of:
  - o Applying for verifying and giving a USI;
  - o Resolving problems with a USI; and
  - o Creating authenticated vocational education and training (VET) transcripts

Your USI may be disclosed to:

- Commonwealth and/or state/territory government departments and agencies and statutory bodies performing functions relating to VET for:
  - o The purposes of administering and auditing VET, VET providers and VET programs
  - o Education related policy and research purposes and
  - o To assist in determining eligibility for training subsidies:
    - VET Regulators to enable them to perform their VET regulatory functions;
    - VET admission Bodies for the purposes of administering VET and VET programs;

- Current and former Registered Training Organisations to enable them to deliver VET courses to the individual, meet their reporting obligations under the VET standards and government contracts and assist in determining eligibility for training subsidies;
- Schools for the purposes of delivering VET courses to the individual and reporting on these courses
- The National Centre for Vocational Education Research for the purpose of creating authenticated VET transcripts, resolving problems with USIs and for the collection, preparation and auditing of national VET statistics;
- Researchers for education and training related research purposes;
- Any other person or agency that may be authorised or required by law to access the information;
- Any entity contractually engaged by the Student Identifiers Registrar to assist in the performance of his or her functions in the administration of the USI system; and
- Will not otherwise be disclosed without your consent unless authorised or required by or under law.

The consequences for not providing the Registrar with some or all of your personal information are that the Registrar will not be able to issue you with a USI.

## Government Checks

If you agree to be placed into an organisation that requires a National Police Record Check or a Working With Children Check then this may be at an additional cost. Readygrad may be able to provide assistance with this process upon request.

## 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 do not provide this information, we will be unable to process your enrolment.

### How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and 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, analysing 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.

### 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:

- o administration of VET, including program administration, regulation, monitoring and evaluation
- o facilitation of statistics and research relating to education, including surveys and data linkage
- o 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 NCVER does not intend to disclose your personal information to any overseas recipients. For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at [www.ncver.edu.au/privacy](http://www.ncver.edu.au/privacy)

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

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

## 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 RTO 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

Email: [admissions@readygrad.com.au](mailto:admissions@readygrad.com.au)