

**unepartnerships**  
creating professional success

## **Terms and Conditions of Enrolment**

For Smart and Skilled



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## 1. Terms and Conditions of Enrolment

- 1.1 The following sets out the terms and conditions of your enrolment with UNE Partnerships (UNEP) ABN 74 003 099 125, for the course/s you have applied to undertake with UNEP.

### Minimum requirements for participants

- 1.2 You must meet the minimum Academic, English Language and Literacy and Numeracy and Course Specific Requirements for your course as outlined in the UNEP Admissions and Enrolment Policy ([www.unep.edu.au/students/policies/](http://www.unep.edu.au/students/policies/)).

### Unique Student Identifier (USI)

- 1.3 You must provide a Unique Student Identifier (USI) and UNEP will be required to verify your USI in accordance with section 14 of the Students Identifier Act 2014 if you have applied to enrol in Nationally Recognised Training (NRT). UNEP will be unable to issue a qualification or statement of attainment without a valid USI. Please visit the USI website for more information: <https://www.usi.gov.au/>

### Fees

- 1.4 Unless you have enrolled in a fee-free course or qualification and unless UNEP has accepted your withdrawal and refund request as per the Admissions, Enrolment, Withdrawal and Cancellation Procedure ([www.unep.edu.au/students/policies/](http://www.unep.edu.au/students/policies/)), you will remain liable for the payment of all tuition fees relating to your course until such time as they have been paid in full.
- 1.5 Your enrolment may be suspended if your tuition fees remain unpaid longer than 31 days beyond the due date. UNEP reserves the right to withhold the issue of a qualification if any fee or part thereof is unpaid at the end of your course.

### Withdrawal and refund

- 1.6 If you withdraw from your course within 21 days of commencement, you can request a refund of any fees paid for enrolment. All such requests must be in writing. In such an event, any course fees paid at the time of notification of withdrawal will be reimbursed in full.
- 1.7 If you withdraw from your course after 21 days from commencement, UNEP may, in its absolute discretion, choose to accept requests for a partial refund of any fees paid for enrolment on an exceptional basis such as medical reasons. In such instances, each case will be examined and decided upon its merits.
- 1.8 UNEP is under no obligation to provide a reason for granting or refusing a request for a refund after 21 days from commencement. In the event that UNEP does agree to a refund, such refund shall be calculated in accordance with a formula devised for such a purpose as a portion of elapsed study time.

### Study Period

- 1.9 Recommended study periods are outlined on the UNEP website ([www.unep.edu.au](http://www.unep.edu.au)). If your course has been partially funded by a State or Commonwealth Government Agency, by your employer, or another third-party, then any application for extension may be subject to the approval of the funding party/s. Should the requirement for an extension arise, please contact UNEP for further information.

### Policies

- 1.10 You are required to abide by the policies and procedures outlined on the UNEP website ([www.unep.edu.au/students/policies/](http://www.unep.edu.au/students/policies/)).

### Parent or guardian consent

- 1.11 If you are under the age of 18 years of age, your parent or legal guardian will be required to consent to your enrolment prior to the commencement of any formal studies with UNEP.

### Marketing agreement

- 1.12 UNEP may use any combination of statements, testimonials, personal and academic information for purposes of publicising its products and services in printed publications, multimedia presentations, on websites or in any other distribution media.

## 2. Privacy Notice

- 2.1 The following outlines the Privacy Notice of your enrolment with UNE Partnerships (UNEP) ABN 74 003 099 125, for the course/s you have applied to undertake with UNEP.

### Why we collect your personal information

- 2.2 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 UNEP, and to enable us to deliver VET courses to you.
- 2.3 If you do not consent to the collection of personal information that we ask from you during the enrolment process, we may not be able to provide VET courses to you.

### How we use your personal information

- 2.4 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.
- 2.5 UNEP will only use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the Privacy and Personal Information Protection Act 1998 (NSW), the National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act), and as otherwise required by law.
- 2.6 For further information about how UNEP handles personal information, please refer to the UNEP Privacy Policy, which can be accessed at the following link: <https://unep.edu.au/privacy-policy/>.

### How we disclose your personal information

- 2.7 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.
- 2.8 We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.
- 2.9 We may disclose your personal information to your employer or sponsor, where your employer or another third-party has made a financial contribution to support your enrolment.
- 2.10 We may disclose your personal information to a third-party organisation or association, where your course is offered in partnership with a that same third-party organisation or association.
- 2.11 We may disclose your personal information to a third-party organisation for the purpose of providing services related to the course that you have chosen to enrol in.
- 2.12 We may disclose your personal information to the University of New England for the purpose of staying connected and to allow you to engage with our alumni community.

### How the NCVER and other bodies handle your personal information

- 2.13 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.
- 2.14 The NCVER is authorised to disclose information to the Australian Government Department of Employment and Workplace Relations (DEWR), 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.
- 2.15 The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.
- 2.16 The NCVER does not intend to disclose your personal information to any overseas recipients.
- 2.17 For more information about how the NCVER will handle your personal information please refer to

the NCVET's Privacy Policy at <https://www.ncver.edu.au/privacy/>.

- 2.18 If you would like to seek access to or correct your information, in the first instance, please contact UNEP using the contact details listed below.
- 2.19 DEWR 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 DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice/>.

### Surveys

- 2.20 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

- 2.21 At any time, you may contact UNEP at [enquires@unep.edu.au](mailto:enquires@unep.edu.au) 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

## 3. Smart and Skilled Declaration

- 3.1 I declare that all information provided by myself to UNE Partnerships is true, accurate, complete and not misleading in any way.
- 3.2 I understand and agree that my personal information will be shared with the NSW Department of Industry to assess my eligibility for government subsidised training.
- 3.3 I have been informed about:
- Tuition fees
  - Recognition of Prior Learning (RPL) and Credit Transfer
  - Consumer rights and protection
  - Any subcontracting arrangements (if relevant)
  - What I should do if I wish to defer or discontinue training
  - How I can assess support during training
- 3.4 This training is subsidized by NSW Government. You can find more information about Smart and Skilled online at <https://smartandskilled.nsw.gov.au>

#### 4. Related Information

Related Legislation	<ul style="list-style-type: none"> <li>Standards for Registered Training Organisations (RTOs) 2015</li> <li>Education Services for Overseas Students Act 2000 (ESOS Act 2000)</li> <li>National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)</li> <li>VET Student Loans Act 2016</li> </ul>
Related Documents	<ul style="list-style-type: none"> <li>AQF Qualifications Pathways Policy</li> <li>RTOPR-012 Unique Student Identifier Procedure</li> </ul>

#### 5. Document Information

Version	Version 4
Owner	Director of Education
Approver	Board of Directors
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