

# TERMS AND CONDITIONS OF ENROLMENT EXCLUSIVELY FOR COURSES DELIVERED THROUGH THE OPEN LEARNING PORTAL

Academy of Information Technology Pty Ltd ABN 53 094 133 641

and

International School of Colour & Design Pty Ltd ABN 59 123 040 111

[www.aitopen.online](http://www.aitopen.online)

<b>Name:</b>	<b>Terms and Conditions of Enrolment for courses delivered via the Open Learning portal</b>
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***These Terms and Conditions apply EXCLUSIVELY to students enrolled in online courses delivered by AIT (and its brands) or by iscd through the Open Learning portal, [www.aitopen.online](http://www.aitopen.online)***

The Academy of Information Technology (AIT) (RTO 90511, PRV12005, CRICOS 02155J) and its brands (Coder Academy and The Left Bank) is an accredited education provider in both VET and Higher Education. It is government loan scheme approved. The International School of Colour and Design (**iscd**) (RTO code 91439) is a Registered Training Organisation (RTO). Both AIT and iscd specialise in providing training to individuals seeking nationally recognised qualifications and industry recognised courses.

**AIT** is regulated by the Australian Skills Quality Authority (ASQA) and the Tertiary Educations Quality and Standards Agency (TEQSA).

**iscd** is regulated by the Australian Skills Quality Authority (ASQA).

All courses delivered through the Open Learning platform are subscription based. Students access to courseware and educator support is limited to the published hours and weeks. (refer to the course description on the platform for more details).

All applicants under the age of 18 years of age need to have a parent/guardian co-sign this contract and accept responsible for approval and payment of the course fees.

### **Terms and conditions of enrolment for online accredited qualifications and accredited short courses**

1. I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing indicated on the Application for Admission form ('the Application'). I agree that on acceptance of the Application by either **AIT** or **iscd** ('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.
2. I agree that it is a condition of my enrolment that I achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.
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 either **AIT** or **iscd**. I understand that if I breach any of **AIT** or **iscd's** rules or my behaviour is deemed unacceptable by either **AIT** or **iscd**, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to either **AIT** or **iscd** under the Contract as applicable at that time. (Information on both **AIT** or **iscd's** policies, rules and regulations is located on the following website: [www.aitopen.online](http://www.aitopen.online))
4. I agree that all lessons and any related material supplied by **AIT** or **iscd** are secured by copyright, remain the property of **AIT** and **iscd** and where requested must be

returned to either **AIT** or **iscd** on completion of the course. I

understand that any unauthorised copying may constitute a breach of the *Copyright Act 1968* (Cth).

5. I agree to pay all fees associated with my course.
6. If I elect to pay my course fees in full upfront and payment is not received in full within 10 days of the course commencement date I understand my enrolment may be cancelled.
7. If I elect to pay my course fees by payment plan I agree to:
  1. complete any required documentation provided to me;
  2. pay all such instalments on or before the due date;
  3. pay any additional fees in relation to late payments; and
  4. advise either **AIT** or **iscd** of any changes to my credit card or banking details.
8. I agree that if my payment plan is not paid up to date either **AIT** or **iscd** may:
  1. Withhold materials for the course; and/or
  2. Restrict or suspend course access; and/or
  3. Withhold the grading of assessments; and/or
  4. Cease or suspend any other obligation either **AIT** or **iscd** has under this agreement; and/or
  5. Withdraw me from the course; and/or
  6. Notify relevant third party credit agencies of the default.
9. I agree to pay any published additional costs that may apply (e.g. a copy of a testamur or Statement of Attainment).
10. I confirm that the terms and conditions of both **AIT** or **iscd** 's payment providers have been made available to me as part of my application.
11. I understand, I have a provisional enrolment period of 10 days, from the date of signing the Application for Enrolment, to withdraw from the course.
12. I understand that after the provisional enrolment period of 10 days, if I have not provided all required information or have not either paid the course fee in full, or entered into a payment agreement, the enrolment will be cancelled.
13. Any 'non-refundable down payment' paid at the time of enrolment is not refundable under any circumstances.
14. Recognition of Prior Learning assessment fees do not include the cost of supplementary learning resources such as text books and starter kits.
15. I agree to advise either **AIT** or **iscd** of any change of my address and/or contact details while I am enrolled in any course.
16. **AIT and iscd** maintain a Privacy Policy which can be viewed at [www.aitopen.online](http://www.aitopen.online) In addition to the provisions of this policy, I authorise either **AIT** or **iscd** to release administrative information concerning my performance at either **AIT** or **iscd** (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers. If I do not agree, I must advise either **AIT** or **iscd** in writing.
17. I acknowledge that I have read and understood the Complaints, Grievances and Appeals Policy published on the following website: [www.aitopen.online](http://www.aitopen.online)
18. I hereby acknowledge that I have read, understood and agree to the terms of the Withdrawals and Refunds Policy published on the following website: [www.aitopen.online](http://www.aitopen.online)

19. 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 Application for Enrolment must be provided to me and be approved by an authorised person of either **AIT** or **iscd**.
20. I understand that should a new version of a VET qualification or accredited VET short course be endorsed and released by the relevant authorities, **AIT** or **iscd** must manage the transition of its students to the new version in accordance with the Australian Skills Quality Authority's directions and that this circumstance does not constitute a default by the RTO.
21. I agree that in the event of a dispute between myself and either **AIT** or **iscd** or a representative of either **AIT** or **iscd**, I will bring the matter to the attention of either **AIT** or **iscd** to provide the opportunity to have the matter resolved. This may be done by calling Student Services on +61283553820

### **Terms and conditions of enrolment online non-accredited short courses and events**

These terms and conditions apply to students enrolled in non-accredited short courses and events (short course) delivered by **AIT** (and its brands) or **iscd** via the Open Learning portal, [www.aitopen.online](http://www.aitopen.online).

For any **AIT** or **iscd** workshop, short course or event booked through Eventbrite or any other event technology platform, the terms and conditions apply as listed on the platform's booking page for the workshop or course.

All applicants under the age of 18 years of age are required to have a parent/guardian co-sign this contract and accept responsible for approval and payment of the course fees.

1. I (which also includes a parent/guardian who may have co-signed the enrolment contract) apply to enrol in the short course as indicated on the Short Course Enrolment Form ('the application'). I agree that on acceptance ('acceptance') of the application by either **AIT** or **iscd**, the acceptance will become the Contract of Enrolment ('the contract') and I further agree to abide by the following terms and conditions of enrolment.
2. I agree that I am required to meet the requirements of the course I have selected and to abide by the rules and regulations of either **AIT** or **iscd**.
3. I agree that all course related material supplied by either **AIT** or **iscd** is secured by copyright and remains the property of both **AIT** or **iscd**.
4. I agree that course fees do not include the cost of text books or starter kits (unless stated) if they are required for my course. (details of individual course requirements and inclusions can be found in the course details located on the website: [www.aitopen.online](http://www.aitopen.online))
5. I agree to pay all fees associated with my course plus GST, if applicable.

6. I understand that I have a provisional enrolment period of 48 hours. This provisional enrolment period will allow either **AIT** or **iscd** time to process payment and request any additional information if required, and for me to assess if the **AIT** or **iscd** short course meets my needs.
7. I agree that after the provisional enrolment of 48 hours, if I have not provided all required information relating to course enrolment including payment, either **AIT** or **iscd** will cancel my enrolment.
8. I understand either **AIT** or **iscd** will provide me with an email communication to confirm my enrolment and outlining any specific information related to my course.
9. I agree that if I cancel my course enrolment and it is less than **5 days** before the course delivery date, or I do not attend on the day of the course delivery I am not entitled to a refund of any course fees paid.
10. I agree that if I cancel my course enrolment and it is more than **5 days** before the course delivery date, I am eligible to receive a refund for any course fees paid.
11. I understand that both **AIT** and **iscd** reserves the right to change the particulars of services, including changes to courses, facilities and dates of courses, or where the level of enrolment does not reach the minimum numbers required to operate the course. In the event of a course being cancelled, either **AIT** or **iscd** will notify me as soon as practicable and will provide me with the option of either transferring to another course or receiving a full refund.
12. **AIT** or **iscd** will pay any refund that is due to me within 30 days.
13. I agree to advise either **AIT** or **iscd** of any change of my address and/or contact details while I am enrolled in my course.
14. Both **AIT** and **iscd** maintain a Privacy Policy which can be viewed on the website: [www.aitopen.online](http://www.aitopen.online)
15. I acknowledge that I have read and understood the Complaints, Grievances and Appeals Policy published on the following website: [www.aitopen.online](http://www.aitopen.online)
16. I hereby acknowledge that I have read, understood and agree to the terms of the Withdrawals and Refunds Policy published on the following website: [www.aitopen.online](http://www.aitopen.online)
17. I agree that in the event of a dispute between myself and either **AIT** or **iscd** or a representative of either **AIT** or **iscd**, I will bring the matter to the attention of either **AIT** or **iscd** to provide the opportunity to have the matter resolved. This may be done by calling Student Services on +61283553820
18. I confirm that the terms and conditions for the short course have been made available to me prior to enrolling.
19. I understand that by agreeing to the terms and conditions, this does not remove my right to take action under Australia's consumer protection laws.

CHANGE HISTORY			
Version	Approval Date	Approved by	Change
Version 1.0	23/04/2019	GM, T&D	New terms and conditions
	23/04/2019	Group Accreditation & Compliance Manager	