

Terms and Conditions of Enrolment

This document ensures your consumer rights are protected under Australian law. Please follow these instructions.

1. Read through the following pages to ensure you understand the expectations upon you and what you agree to.
2. Sign the Student Agreement section and return it to us.
3. Where conditions are listed, provide evidence that you have met these conditions;
4. Include your enrolment/application fee/payment details.
5. Keep a copy of this agreement before returning it to us along with payment.

Before signing this agreement, you must understand:

- What you are agreeing to
- Our Fees and Refunds policy
- Our policies and procedures as outlined in the Student Handbook
- Your responsibilities as a student
- Our responsibilities as the RTO.

Therefore, we have summarised some of this for you below. Please ensure you also refer to the Student Handbook for further information.

Studying with Level Up Education and Training Academy

As a Registered Training Organisation (RTO) and CRICOS Education Provider registered with Australian Skills Quality Authority (ASQA), we have an obligation to ensure the quality of the nationally recognised training and assessment we deliver. We must always comply with the Standards for RTOs 2015, which are part of the VET Quality Framework, as well as the Education Services for Overseas Students Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code).

To ensure compliance we have developed comprehensive internal policies, procedures and systems that guide our compliant operations, and we must participate in audits with ASQA upon their request. In addition, we must ensure that any third parties that we work with who have any involvement in your training and assessment comply as well. This includes our training partners, marketing brokers and salespeople where applicable.

As the RTO, we are responsible for issuing your AQF certification documents in line with our issuance policy outlined in this Handbook.

If at any time you feel we have not met our obligations as an RTO, you have the right to make a complaint following our Complaints and Appeals Policy outlined further on in this Handbook.

Student Code of Conduct

All students are expected to abide by this Code of Conduct during their participation in their course with Level Up Education and Training Academy. Students who do not abide by this Code of Conduct will be followed up through disciplinary procedures.

1. Students' rights

All students have the right to:

- Be treated fairly and with respect by all students and staff.
- Learn in a supportive environment which is free from harassment, discrimination, and victimisation.
- Learn in a healthy and safe environment where the risks to personal health and safety are minimised.
- Have their personal details and records kept private and secure according to our Privacy Policy.
- Access the information Level Up Education and Training Academy holds about them.
- Have their complaints and appeals dealt with fairly, promptly, confidentially and without retribution.
- Make appeals about procedural and assessment decisions.
- Receive training, assessment and support services that meet their individual needs.
- Be given clear and accurate information about their course, training and assessment arrangements and their progress.
- Access the support they need to effectively participate in their training program.
- Provide feedback to Level Up Education and Training Academy on the client services, training, assessment and support services they receive.
- Be informed of any changes to agreed services, and how they affect them as soon as practicable.

2. Students' responsibilities

All students, throughout their training and involvement with Level Up Education and Training Academy, are expected to:

- o Treat all people with fairness and respect and not do anything that could offend, embarrass, or threaten others.
- o Not harass, victimise, discriminate against, or disrupt others.
- o Treat all others and their property with respect.
- o Respect the opinions and backgrounds of others.
- o Follow all safety policies and procedures as directed by staff.
- o Report any perceived safety risks as they become known.
- o Not bring into any premises being used for training purposes, any articles or items that may threaten the safety of self or others.
- o Notify us if any of their personal or contact details change.
- o Provide relevant and accurate information to Level Up Education and Training Academy promptly.
- o Approach their course with due personal commitment and integrity.
- o Complete all assessment tasks, learning activities and assignments honestly and without plagiarism or infringing on copyright laws.
- o Hand in all assessment tasks, assignments, and other evidence of their work with a completed and signed cover sheet.
- o Make regular contact with their Trainer/Assessor.
- o Prepare appropriately for all assessment tasks, visits, and training sessions.
- o Notify Level Up Education and Training Academy if any difficulties arise as part of their involvement in the program.
- o Notify Level Up Education and Training Academy if they are unable to attend a training session for any reason at least 12 hours prior to the activity's commencement.
- o Make payments for their training within agreed time frames, where relevant.

Complaints and Appeals Policy

1. Nature of complaints and appeals

- o Level Up Education and Training Academy responds to all allegations involving the conduct of:
 - Level Up Education and Training Academy, its trainers and assessors and other staff.
 - Any third-party providing Services on behalf of Level Up Education and Training Academy and including education agents.
 - Any student or client of Level Up Education and Training Academy.
- o Complaints may be made in relation to any of Level Up Education and Training Academy's services and activities such as:
 - the application and enrolment process
 - marketing information
 - the quality of training/teaching and assessment provided
 - training/teaching and assessment matters, including student progress, student support and assessment requirements
 - the way someone has been treated
 - the actions of another student
- o An appeal is a request for a decision made by Level Up Education and Training Academy to be reviewed. Decisions may have been about:
 - course admissions
 - refund assessments
 - response to a complaint
 - assessment outcomes / results
 - other general decisions made by Level Up Education and Training Academy

2. Principles of resolution

- o Level Up Education and Training Academy is committed to developing a procedurally fair complaints and appeals process carried out free from bias, following the principles of natural justice. Through this policy and procedure, Level Up Education and Training Academy ensures that complaints and appeals:
 - Are responded to in a professional, consistent, and transparent manner.
 - Are responded to promptly, fairly, objectively, with sensitivity and confidentiality.
 - Can be made at no cost to the individual.
 - Are used as an opportunity to identify potential causes of the complaint or appeal and take actions to prevent the issues from recurring as well as identifying any areas for improvement.
- o Level Up Education and Training Academy will inform all persons or parties involved in any allegations made
- o as well as providing them with an opportunity to present their side of the matter.
- o There are no charges for students to submit a complaint or appeal to Level Up Education and Training Academy, or to seek information or advice about doing so.
- o Nothing in this policy and procedure limits the rights of an individual to act under Australia's Consumer Protection laws and it does not circumscribe an individual's rights to pursue other legal remedies.

3. Making a complaint of appeal:

- o Complaints about a particular incident should be made as soon as possible after the incident occurs and appeals must be made within thirty (30) calendar days of the original decision being made.
- o Complaints and appeals must be made in writing using the Complaints and Appeals Form, or other written format and sent to Level Up Education and Training Academy's head office at Level 1, 51 Queen Street Melbourne VIC 3000, Australia attention to the Chief Executive Officer.
- o When making a complaint or appeal, provide as much information as possible to enable Level Up Education and Training Academy to investigate and determine an appropriate solution. This should include:
 - The issue you are complaining about or the decision you are appealing – describe what happened and how it affected you.
 - Any evidence you have to support your complaint or appeal.
 - Details about the steps you have already taken to resolve the issue.
 - Suggestions about how the matter might be resolved.

4. Time frames for resolution:

- The complaint or appeal will be acknowledged in writing within 3 business days.
- The complaints and appeals process will start within 10 business days of application receipt. Complaints and appeals will be finalised as soon as practicable or at least within 30 calendar days unless there is a significant reason for the matter to take longer.
- In matters where additional time is needed, the complainant or appellant will be advised in writing of the reasons and will be updated weekly on the progress of the matter until such a time that the matter is resolved.

5. Resolution of complaints and appeals

- o Some or all members of the management team of Level Up Education and Training Academy will be involved in resolving complaints and appeals as outlined in the procedures.
- o Where a complaint or appeal involves another individual or organisation, they will be given the opportunity to respond to any allegations made.
- o Where a third-party delivering services on behalf of the RTO is involved, they will also be included in the process of resolving the complaint or appeal.
- o Each party involved in the complaint or appeal may have a support person of their choice present at meetings scheduled to resolve the issue.
- o In an assessment appeal, an assessor independent from the original decision will assess the original task again. The outcome of this assessment will be the result granted for the assessment task. The complainant or appellant will be advised in writing of the outcome of the process and the reasons for the findings made.
- o The enrolment status of student will be handled as follows:

- For domestic students that choose to access this policy and procedure, Level Up Education and Training Academy will maintain the student's enrolment while the complaints and appeals process is ongoing.
- For international students, Level Up Education and Training Academy will maintain a student's enrolment throughout the internal appeals processes without notifying DET via PRISMS of a change in enrolment status. In the case of an external appeals process it will depend on the type of appeal as to whether Level Up Education and Training Academy maintains the student's enrolment as follows:
 - If the appeal is against Level Up Education and Training Academy's decision to report the student for unsatisfactory course progress or attendance, the student's enrolment will be maintained until the external process is completed and has supported or not supported Level Up Education and Training Academy's decision to report.
 - If the appeal is against Level Up Education and Training Academy's decision to defer, suspend or cancel a student's enrolment due to misbehavior, Level Up Education and Training Academy will notify DET via PRISMS of a change to the student's enrolment after the outcome of the internal appeals process.

6. Independent Parties:

- Level Up Education and Training Academy acknowledges the need for an appropriate independent party to be appointed to review a matter where this is requested by the complainant or appellant and the internal processes have failed to resolve the matter. Where applicable, costs associated with independent parties to review a matter must be covered by the complainant/appellant unless the decision to include an independent party was made by Level Up Education and Training Academy.
- Complainants and appellants can find an appropriate independent party by calling the Resolution Institute on 02 9251 3366 or by searching the following directory, according to their locality and area of concern: <https://www.resolution.institute/disputeresolverdirectory>
- International students may also use the Overseas Students Ombudsman. This service is free of charge. Where an international student is not satisfied with the outcome or conduct of the internal process, they are referred to the Overseas Students Ombudsman (OSO). See information under external complaint avenues.
- Level Up Education and Training Academy will provide complete cooperation with the external mediator investigating the complaint/appeal and will be bound by the recommendations arising out of this process.
- The CEO will ensure that any recommendations made are implemented within twenty (20) days of being notified of the recommendations. The complainant or appellant will also be formally notified in writing of the mediation outcome and any recommendations made by Level Up Education and Training Academy.

7. External complaint avenues

- Complaints can also be made via the following avenues:
 - o National Training Complaints Hotline:
The National Training Complaints Hotline is a national service for consumers to register complaints concerning vocational education and training. The service refers consumers to the appropriate agency/authority/jurisdiction to assist with their complaint. Consumers can register a complaint with the National Training Complaints Hotline by:
 - ❖ Phone: 13 38 73, Monday–Friday, 8am to 6pm nationally.
 - ❖ Email: ntch@education.gov.au
 - o Australian Skills Quality Authority (ASQA):
Complainants may also complain to Level Up Education and Training Academy's registering body, Australian Skills Quality Authority (ASQA).
ASQA can investigate complaints about Level Up Education and Training Academy in relation to:
 - the quality of our training and assessment
 - our marketing and advertising practices
 ASQA may not be able to investigate complaints if you do not include evidence that you have already exhausted Level Up Education and Training Academy's formal internal complaints process as above. Please refer to the following website before making a complaint to ASQA: <https://www.asqa.gov.au/complaints>
 - o The Overseas Student Ombudsman (OSO)
International students may complain to the OSO if their complaint is in relation to Level Up Education and Training Academy:

- refusing admission to a course
- course fees and refunds
- course or provider transfers
- course progress or attendance
- cancellation of enrolment
- accommodation or work arranged by your provider
- incorrect advice given by an education agent.
- if you believe Level Up Education and Training Academy has failed to take action or are taking too long to act. This might include (for example), failing to provide your results in the normal time frame, or failing to provide services included in your written agreement with Level Up Education and Training Academy.

The OSO may not be able to investigate your complaint if you have not already exhausted our formal internal complaints process as mentioned above.

Please refer to the following website if you are considering making a complaint:

<https://www.ombudsman.gov.au/making-a-complaint/overseas-students#quality-of-education-provider>

8. Records of complaints and appeals

Level Up Education and Training Academy will maintain a record of all complaints and appeals and their outcomes and reasons for the outcomes on the Complaints and Appeals Register, which will be securely stored according to the Privacy Policy and Procedures.

9. Publication

This policy and procedure will be published in the Student Handbook and on Level Up Education and Training Academy's website.

Fees and Refunds Policy

1. Protection of fees paid in advance

- Level Up Education and Training Academy protects the fees paid in advance by domestic and international students.
- For domestic students, fee protection is ensured through:
 - Level Up Education and Training Academy does not require a student to ever pay more than \$1,500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.
- For international students, fee protection is ensured as follows:
 - Level Up Education and Training Academy pays into the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government. The role of the TPS is to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that in such circumstances international students are provided with either an alternative suitable course with another education provider or a refund of their unspent tuition fees.
 - In accordance with Section 27 of the ESOS Act, 2000 (Cth), Level Up Education and Training Academy does not require international students to pay more than 50% of their course fees prior to course commencement. Note, however, that where a course is less than 25 weeks, Level Up Education and Training Academy may require students to pay the full cost of the course prior to course commencement.
 - All tuition fees paid in advance will be held in a separate bank account that can only be drawn down once the student has commenced their course. For this policy's purposes, this bank account will be called the trust account. These tuition fees are held in the trust account, separate from the day-to-day operating bank account, so that if a refund is payable before a student commences, a refund can be made in a timely way without impacting the financial operations of the business or recourse to the fee protection measures in place. The trust account is maintained with an Australian owned ADI (authorised deposit taking institution).
 - Level Up Education and Training Academy will ensure all fees received for international students are paid into this account within five days of receiving the funds.
 - Level Up Education and Training Academy ensures that, at all times, there is a sufficient amount in the trust account to repay all tuition fees paid in advance to every international student or incoming international student in respect

of whom it has received tuition fees for; and who have not yet begun the course for which has been paid.

- Level Up Education and Training Academy will only draw down from the trust account if either:
 - o A refund needs to be made for tuition fees paid in advance.
 - o Level Up Education and Training Academy has arranged for a student to be offered a place in an alternative course at its own expense and the amount is withdrawn to pay the alternative provider that students fees.
 - o The amount is withdrawn to pay the TPS Director.

2. Communicating fees and refund information

- Level Up Education and Training Academy cannot guarantee that students will successfully complete the course in which they enrol, regardless of whether all tuition fees have been paid or not.
- As Level Up Education and Training Academy does not use direct approach marketing or tele-sales, no cooling-off period applies to its courses.
- Fees information relevant to each course is outlined in detail on the Student Agreement and summarised on the Course Outline as well as in Level Up Education and Training Academy's Student Handbook. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment and course commencement.
- The Student Agreement and the Student Handbook which are provided prior to enrolment include this Fees and Refunds Policy and Procedure and inform the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Fee information provided to domestic and international students includes:
 - All course fees and payment schedules for when those fees will be due.
 - Any additional charges that may apply and the circumstances in which they apply.
 - This fees and refunds policy.
- Where tuition fees are required to change due to unforeseen circumstances, Level Up Education and Training Academy will advise students in writing of the reasons and allow students to receive a full refund of unused tuition fees where a revised payment agreement with the student cannot be reached for the additional fees.

3. Written agreements for international students

- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. For international students, the written agreement also specifies:
 - o upfront payment options including that:
 - Level Up Education and Training Academy does not require international students to pay more than 50% of the course upfront where the course is 25 weeks or more in duration, however,
 - may require it for courses that are shorter than 25 weeks.
 - International students (or the person paying fees on their behalf) may choose to pay more than 50% tuition fees before their course commences.
 - Where a student chooses to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule.
 - o all tuition fees payable by the student for the course and the periods to which those tuition fees relate.
 - o details of any non-tuition fees the student may incur, including fees that may be incurred as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply.
 - o advice on the potential for changes to fees over the duration of a course.
 - o a statement that "This 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 student to take action under the Australian Consumer Law if the Australian Consumer Law applies."
 - o refund requirements that apply if the student defaults in relation to a course at a location.
 - o amounts that may or may not be repaid to the student (including any tuition and non-tuition fees collected by education agents on behalf of Level Up Education and Training Academy).
 - o processes for claiming a refund.

- o the specified person(s), other than the student, who can receive a refund in respect of the student identified in the written agreement, consistent with the ESOS Act.
- o a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.

4. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees as they apply to the individual student enrolment offer.
- Tuition fees payable to Level Up Education and Training Academy include:
 - All the education, training and assessment services required for students to achieve the qualification or course they are enrolling in within the attempts allowed.
 - One copy of the required textbooks and learning materials for each student unless otherwise stated on the Course Outline (may be separately outlined as a materials fee).
 - Issuance of one set of certification documents including:
 - o For VET courses either:
 - the Testamur (or qualification) and record of results - where a qualification is completed, or;
 - or Statement of Attainment (for single units or in the case of withdrawal or partial completion).
 - o For ELICOS courses either:
 - a Certificate of Completion where the course is completed in entirety, or
 - or a Certificate of Partial Completion where the course has been partially completed.
- Tuition fees may also include (where relevant):
 - RPL Fees (application and per unit costs).
 - Additional fees that apply for re-enrolment of a VET unit of competency, where a student fails to achieve a satisfactory outcome after three attempts at an assessment task.
 - An upfront deposit amount required to be paid prior to commencing.
- Non-tuition fees which may be payable to Level Up Education and Training Academy in some circumstances/as applicable, and which may include (as specified in the *Student Agreement*):
 - Re-issuance or additional copies of certification documents
 - Postage Fees.
 - Fees for deferral of study, late payment of tuition fees, or other circumstances in which additional fees may apply.
 - Any optional textbooks and materials that may be recommended but not required to complete a course.
 - Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined in the Student Agreement.
 - Printing and photocopying charges.
 - Credit Card or other surcharges.
 - Fees for insurance to be organised by Level Up Education and Training Academy.
 - Deferral, suspension, or transfer fees.
- Non-tuition fees are generally not refundable unless special circumstances apply and/or products or services have not been provided.
- Fees payable to Level Up Education and Training Academy do not include:
 - Personal computers, cameras or personal devices that might be needed to complete coursework.
 - Uniform (if required for work placement).
 - Stationery such as paper and pens.
 - Airport pickups or transport.
 - Excursions (unless stated on the Course Outline).
 - Living expenses (guidance about indicative costs is in the International Student Handbook).

5. Payments

- Payments can be accepted by Electronic Funds Transfer, cheque, or money order.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts may be referred to a debt collection agency where fees are more than 40 days past due.

- Level Up Education and Training Academy reserves the right to suspend the provision of courses and/or other services until fees are brought up to date. Students with long-term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees on time will receive two warnings regarding non-payment of fees and thereafter will be reported to the Department of Home Affairs (DHA) via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least two years after the person ceases to be an active student.

6. Refunds process - where a student withdraws or is withdrawn from the course

- Students who withdraw from a course may seek a refund by applying for one in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who are withdrawing and have not completed a Withdrawal Form are not eligible for consideration of a refund.
- Refund forms must be returned within 14 days of a visa refusal, to be processed within the required timeframe according to department regulations.
- Refunds will be processed within 30 days of the visa refusal date. Any refund form received after these 30 days will not be accepted as they fall outside of the provider's required compliance deadline with the department.
- Applications will be considered in accordance with the refund circumstances outlined below. The outcome of the refund assessment will be provided in writing to the student's registered address within 4 weeks, outlining the decision and reasons for the decision along with any applicable refund or adjustment note.
- Refunds will be issued within four weeks.
- Refunds will be paid to the student or another person where this is specified in the student's written agreement.
- Refund decisions can be appealed following Level Up Education and Training Academy's Complaints and Appeals Policy.

7. Refunds due to an International Student's Visa Refusal (student default)

Ref	Circumstance	Refund entitlement and calculation
7A	The student has defaulted due to Visa refusal that directly or indirectly caused the student to default in relation to the course in one of the following ways: – the student's failure to start the course at the location on the agreed starting day. – the student's withdrawal from the course at that location on or before the agreed starting day. And: – the written agreement meets the requirements of clause 3 of this policy (see 12A). This remains applicable in the instance that Level Up Education and Training Academy is no longer a registered CRICOS provider.	(In accordance with Section 47E of the ESOS Act, 2000 and Section 9 of the ESOS Education Services for Overseas Students Calculation of Refund Specification 2014) The total course fees (all tuition fees and non-tuition fees received) minus the lesser of the following amounts: a) 5% of the amount of course fees received by the provider in respect of the student before the default day. b) \$500.
7B	The student has defaulted due to Visa refusal that directly or indirectly caused the student to default in relation to the course in one of the following ways: – the student's withdrawal from the course at that location (after the start date) – the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location. And:	(In accordance with Section 47E of the ESOS Act, 2000 and section 10 of the ESOS Education Services for Overseas Students Calculation of Refund Specification, 2014) The weekly tuition fee x weeks in default period (calculated from the day on which the student was withdrawn)

	– the written agreement meets the – requirements of clause 3 of this policy (see 12A). This remains applicable in the instance that Level Up Education and Training Academy is no longer a registered CRICOS provider.	
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8. Refunds due to an International Student withdrawing (student default)

Ref	Circumstance	Refund entitlement and calculation
8A	The student withdraws from the course at the specified location more 10 weeks before the expected commencement date and: – This is not due to Visa Refusal (see 7A). The written agreement meets the requirements of clause 3 of this policy (see 12A).	(This is a student default per Section 47A of the ESOS Act, 2000) Full refund of course fees minus \$1,000 for administrative costs.
8B	The student withdraws from the course at the specified location more 4 weeks and up to 10 weeks before the expected commencement date and: – This is not due to Visa Refusal (see 7A). – The written agreement meets the requirements of clause 3 of this policy (see 14A).	(This is a student default per Section 47A of the ESOS Act, 2000) 70% refund of course fees paid.
8C	The student withdraws from the course at the specified location up to 4 weeks before the expected commencement date and: - This is not due to Visa Refusal (see 7A). - The written agreement meets the requirements of clause 3 of this policy (see 14A).	(This is a student default per Section 47A of the ESOS Act, 2000) 40% refund of course fees paid.
8D	The student withdraws from the course at the specified location after they commence the course. - This is not due to Visa Refusal (see 7B). - The written agreement meets the requirements of clause 3 of this policy (see 14A).	(This is a student default per Section 47A of the ESOS Act, 2000) No refund

9. Refunds due to a Domestic student withdrawing (no default applicable)

Ref	Circumstance	Refund entitlement and calculation
9A	Student cancels or withdraws from a course at any time.	The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Level Up Education and Training Academy to provide those services as a portion of the whole. This includes considering administrative costs, direct delivery hours provided as well as resources provided.

10. Refunds due to a Domestic student withdrawing (no default applicable)

Ref	Circumstance	Refund entitlement and calculation
10A	The student does not commence the course at the specified location on the agreed starting date and has not withdrawn, deferred, or have had their request for an alternative start date approved by Level Up Education and Training Academy and: - This is not due to Level Up Education and Training Academy cancelling or postponing the course (see clause 7 and 15). - This is not due to Visa Refusal (see 9A). - The written agreement meets the requirements of clause 3 of this policy (see 12A).	(This is a student default per Section 47A of the ESOS Act, 2000) No refund of enrolment deposit or tuition fees paid for first study period. Where paid upfront for subsequent study periods - the weekly tuition fee multiplied by the weeks in the default period (calculated from the agreed starting day of the course).

11. Refunds due to a Domestic student withdrawing (no default applicable).

Ref	Circumstance	Refund entitlement and calculation
11A	Level Up Education and Training Academy cancels a student's enrolment following formal notice and appeal period, due to: - academic misconduct, misbehaviour, or failure to comply with Level Up Education and Training Academy's policies or student code of conduct - Visa condition breaches - failure to pay fees in accordance with the written agreement - unsatisfactory course progress or attendance - and the written agreement meets the requirements of clause 3 of this policy (see 14A)	(This is a student default per Section 47A of the ESOS Act, 2000) - No refund.
11B	If a student has supplied incorrect or incomplete information and as a result Level Up Education and Training Academy withdraws the offer prior to commencement of the course.	Half of the tuition fees paid for the first study period and all of the tuition fees paid for remaining study periods to be calculated as follows: - For the first study period - 50% of the weekly tuition fee multiplied by the weeks in the default period (calculated from the day on which the offer is withdrawn by Level Up Education and Training Academy). - For subsequent study periods - the weekly tuition fee multiplied by the weeks in the default period

12. Refunds where an international student has defaulted but the written agreement is non-compliant (provider default)

Ref	Circumstance	Refund entitlement and calculation
12A	The international student has defaulted (either withdrawn, not commenced on the agreed date, failed to pay fees as agreed or had their visa cancelled or refused) and Level Up Education and Training Academy fails to enter into a written agreement with a student that meets the requirements set out in clause 3 of this policy. This remains applicable in the instance that Level Up Education and Training Academy is no longer a registered CRICOS provider.	(In accordance with Section 47E of the ESOS Act, 2000 and Section 8 of the ESOS Education Services for Overseas Students Calculation of Refund Specification, 2014) Unspent total tuition fees will be refunded, to be calculated as follows: - The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).

13. Refunds process - where a course is cancelled by Level Up Education and Training Academy

- In the unlikely event that Level Up Education and Training Academy or any third parties responsible for delivering courses on its behalf, is unable to deliver the course or any portion of the course as agreed, within 14 days of the course ceasing to be delivered, the student will be issued with either:
 - a refund for the course or portion of course that was not provided - see clause 15 for further details.
 - an offer for a placement into an alternative course at no additional cost which the student also accepts in writing within the 14 days from the date the course ceases to be delivered.
- In such cases, Level Up Education and Training Academy will automatically conduct a refund assessment of all affected students and contact students to either offer a suitable alternative course or a refund. In these cases, there is no need for a student to make an individual application for a refund.
- For international students whose course ceases to be delivered the Tuition Protection Service can assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

14. Refunds where Level Up Education and Training Academy cancels a course (provider default)

Ref	Circumstance	Refund entitlement and calculation
14A	Level Up Education and Training Academy fails to start the course on the agreed starting day at the location because of insufficient numbers, unforeseen circumstances or a sanction has been imposed (and the student has not withdrawn before this day).	(In accordance with Section 46A of the ESOS Act) Unspent total tuition fees will be refunded including the enrolment deposit to be calculated as follows: - The weekly tuition fee multiplied by the weeks in the default period (calculated from the agreed starting day of the course). - No refund is required if within 14 days the student is offered and accepts a place in an alternative course to be paid for by Level Up Education and Training Academy.
14B	The course has started but cannot be delivered in full or by Level Up Education and Training Academy, including where a sanction has been imposed (and the student has not withdrawn before the default day).	(In accordance with Section 46A of the ESOS Act) Unspent total tuition fees will be refunded, to be calculated as follows: - The weekly tuition fee multiplied by the weeks in the default period (calculated from the day on which the course ceases to be

		provided). – No refund is required if within 14 days the student is offered and accepts a place in an alternative course to be paid for by Level Up Education and Training Academy.
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15. Refunds due to other / compassionate reasons (no default)

Ref	Circumstance	Refund entitlement and calculation
15A	If the student receives credit for units within a course for which they have already paid and not undertaken with Level Up Education and Training Academy	Calculated on a pro-rata basis i.e. the total course fees divided by the number of units. – The student will receive a refund for the number of units for which they have received credit for with consideration for any relevant courses that have been undertaken.
15B	If a student cannot complete or commence a course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).	At the discretion of Level Up Education and Training Academy's CEO or approved representative – The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
15C	If a student cannot complete or commence a course because of other special or extenuating including political, civil or natural events.	At the discretion of Level Up Education and Training Academy's CEO or approved representative – The weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).

16. Recording and payment of refunds

- Records of refund assessments and issuance of refunds will be stored securely on the student's file and Level Up Education and Training Academy's accounts keeping system.

17. Default obligations and notification

- Where provider default applies Level Up Education and Training Academy will:
 - record the default in PRISMS (thereby reporting to the Australian Government) within 3 business days of the day of default
 - discharge its obligations within 14 business days of the day of default, by either:
 - o offering an alternative suitable course to a student which the student has accepted
 - o refunding amounts due in accordance with this policy
 - record outcome of the discharge of its obligations in PRISMS within 21 business days of the day of default
- Where a student defaults for any of the reasons below, Level Up Education and Training Academy will record the default in PRISMS (reporting the student to the Australian Government) within 4 weeks of the day of default:
 - A student has been granted a refund in accordance with this policy
 - A student has been granted a refund due to a non-compliant written agreement

- The student has defaulted due to Visa refusal for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:
 - o the student's failure to start the course at the location on the agreed starting day;
 - o the student's withdrawal from the course at that location;
 - o the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.

18. Publication

- Level Up Education and Training Academy will publish this policy in the Student Handbook, on its website and in the Student Agreement.

Additional Fees and Charges

Non-Tuition Fees – all students	Charge
Re-issuing of testamur and statements of results All course fees include the cost for issuing of one copy of the AQF testamur and Record of Results and/or a Statement of Attainment. This fee applies to each additional copy of a certification document if required.	\$50 per document plus the cost of postage if required.
Additional copies of textbooks or any other learning and assessment resources Where original provided is lost or misplaced. 1 copy of each required resource is included in course fees.	A fee of \$100 per textbook or \$20 per printed document applies if required.
Recognition of Prior Learning (RPL) Application Fee Application Fee - charged once per RPL application Total course fees may be reduced to account for the number of units undertaken via RPL or where Course Credit has been granted.	Application fee - \$200
Printing and photocopying Printing costs as may be required to complete assessments, or homework activities, or if students require a copy of any records that Level Up Education and Training Academy holds about them.	Level Up Education and Training Academy provides printing or copying for 20c per page, but students may use their own or other printing facilities.
Tuition Fees - VET students only	Charge
Re-enrolment fee (per unit) Where a student fails to achieve a satisfactory outcome after three attempts at an assessment task, the student will need to re-enroll into the unit or units in question. Pro-rata course fee based on the number of units required to be undertaken.	See table above
RPL per unit fee Charge per unit of RPL undertaken Total course fees may be reduced to account for the number of units undertaken via RPL or where Course Credit has been granted.	See table above

Student Agreement

This document sets out the agreement between you, the student and Level Up Education and Training Academy. This 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 student to take action under the *Australian Consumer Law* if the Australian Consumer Law applies.

Instructions:

1. Sign one copy for your records and return the other signed copy along with your deposit to the person specified in the covering letter by mail: Level 1, 51 Queen Street Melbourne VIC 3000, Australia, or email: info@levelupenglish.com.au
2. The details of your offer are as stated in the table below. Please check that these are correct and contact the person referred to in the cover letter of this offer if any changes are required.