

TERMS & CONDITIONS OF ENROLMENT



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1. Enrolment & Selection

- a) Learners are encouraged to disclose any medical conditions, disabilities, or learning needs at enrolment to allow Newcastle Rescue and Consultancy Pty Ltd to provide appropriate support and reasonable adjustments in line with equity and access principles.

Standard 2.4 (Equity and support needs), Outcome Standard 2

- b) To confirm enrolment, learners must pay a deposit, which includes a non-refundable administration fee. This secures a place in the course as per published enrolment procedures.

Compliance Requirements Policy – Learner Fee Protection and Transparency

- c) It is the learner's responsibility to note the advertised course schedule, including start date, location, and delivery format.

Standard 4.3 (Accurate pre-enrolment information)

- d) If a course is cancelled due to insufficient enrolments, Newcastle Rescue and Consultancy Pty Ltd will contact affected learners using their most recent contact details. Learners are responsible for ensuring their contact information is current.

Outcome Standard 1.1 (Managing changes to services)

- e) Learner requests to defer, transfer, or credit their enrolment due to personal circumstances will be considered. Where possible, alternative arrangements will be offered. Standard 2.1(iv) (Flexible delivery and support for progression)

- f) If a learner withdraws due to personal circumstances, Newcastle Rescue and Consultancy Pty Ltd will make every effort to facilitate enrolment in a future equivalent course. **Standard 2.3 (Learner support and continuity of training)**

- g) Late enrolments may be accepted provided all entry requirements are met. Full course fees still apply.

Standard 2.1(iv), Outcome Standard 2

- h) Newcastle Rescue and Consultancy Pty Ltd reserves the right to refuse enrolment, withdraw a learner from training, or reallocate training staff where required. Learners will be notified as soon as practicable.

Outcome Standard 1.1, Standard 1.8 (Trainer/assessor suitability)

- i) Some training activities involve physical risk (e.g. practical demonstrations, fieldwork). Participation is at the learner's own risk. Newcastle Rescue and Consultancy Pty Ltd maintains public liability insurance for activities conducted on premises.

Legislative and regulatory obligations (WHS), Standard 2.4

2. Course Fees, Payments and Refunds

- a) Details of all fees—such as tuition, enrolment deposits, administration, materials, and other applicable charges—are outlined in the Course Flyer or relevant pre-enrolment materials.

Standard 4.3 (Pre-enrolment information must be accurate and accessible), Compliance Requirements Policy – Transparent fee disclosure

- b) In accordance with fee protection requirements, Newcastle Rescue and Consultancy Pty Ltd will not collect more than \$1,500 from an individual learner prior to course commencement.

Compliance Requirements Policy – Learner Fee Protection

- c) AQF certification documentation (Certificates or Statements of Attainment) will be issued to learners who are assessed as competent. These costs are included in the overall course fee.

Credential Policy – Issuance of certification, Standard 1.8 (Assessment leads to valid outcomes)

- d) Certificates and Statements of Attainment will not be issued to students until such time as all course fees have been paid in full.

- e) Refunds may be granted under the following circumstances:

Overpayment of fees

- Training cancelled by Newcastle Rescue and Consultancy Pty Ltd
- Withdrawal prior to commencement (notification must be provided in writing)
- Withdrawal prior to commencement due to illness or hardship (with supporting evidence)
- Failure of Newcastle Rescue and Consultancy Pty Ltd to deliver agreed training services

Compliance Requirements Policy – Refund policy, Outcome Standard 1

- f) A deposit of no more than \$1,500 is required to secure enrolment. Refer to the Course Flyer for the specific deposit amount.

Compliance Requirements Policy – Fee collection threshold

- g) An administration fee of \$45 is included in the total deposit. If a learner withdraws prior to course commencement, the administration portion is non-refundable. The balance of the deposit may be refunded based on the Refund Policy. If total course fees are less than \$1,500, full payment may be required upfront.

Compliance Requirements Policy – Refund policy, pre-enrolment fee collection

- h) No refunds are available once a learner has commenced training.

Compliance Requirements Policy – Reasonable refund terms must be stated prior to enrolment

- i) The full course cost is payable and an Administration Fee if a participant does not show up for a course and does not communicate their absence. Also, if the client rings on the morning of course or the day before the full course cost will apply AND an Administration Fee.

- j) A cancellation fee of 50% of the total course price will be charged and is payable by clients/students who terminate scheduled training within two working days of commencement of the course. For the day before, morning of or not show up – full course cost charge applies plus an administration fee in this case.

- k) Learners are responsible for securely storing their certification. A reissue of certification will incur a reissue fee of \$80.

Credential Policy – Reissue of certification

- l) If a learner is assessed as not yet competent, they will be offered one reassessment opportunity. A second reassessment may also be offered.

Standard 1.8 (Reasonable adjustments and reassessment opportunities)

- m) Guidance and feedback will be provided by the trainer before any reassessment.

Outcome Standard 2 (Trainer support for progression)

- n) Generally, reassessment is provided at no additional cost. If applicable, any reassessment fees will be disclosed in the Course Flyer.

Compliance Requirements Policy – Full disclosure of costs prior to enrolment

- o) If a learner is competent in some, but not all, units, a Statement of Attainment will be issued. Learners will have up to six months to complete outstanding assessments.

Credential Policy – Partial completion certification, Outcome Standard 1

- p) Newcastle Rescue and Consultancy Pty Ltd is responsible for the issuance of all AQF certification documentation in a timely manner.

Credential Policy, Standard 1.1

- q) Learners are required to provide specific resources for course participation. These are listed in Section 11.

Standard 2.4 (Learner access to necessary resources)

3. Cooling Off Period

Learners are entitled to a statutory cooling-off period following enrolment, in accordance with relevant consumer protection laws. During this period, learners may cancel their enrolment by submitting written notice (via letter or email) to the RTO Manager within **10 business days**, provided training has not yet commenced. For details regarding eligibility for a refund during this period, please refer to Newcastle Rescue and Consultancy Pty Ltd's **Refund Policy** available in the Student Handbook and on our website.

Outcome Standard 1 – Learners are protected and informed before and after enrolment, Compliance Requirements Policy – Consumer rights, refund clarity, Standards 4.1 & 4.3 – Clear, accessible, and accurate information prior to enrolment, Australian Consumer Law – Cooling-off period obligations for training providers.

4. Changes to Agreed Services

In the event of any change to agreed training or assessment services, Newcastle Rescue & Consultancy Pty Ltd will notify learners as soon as practicable. This includes, but is not limited to:

- Course rescheduling or cancellation
- Changes in ownership or RTO registration status
- The introduction, cessation, or amendment of third-party arrangements
- Significant changes to course delivery mode, trainers, or training venues

Where Newcastle Rescue and Consultancy Pty Ltd is unable to continue delivering training or assessment (e.g. due to closure), arrangements will be made to transfer learners to an equivalent training provider, or a refund will be issued in accordance with the Refund Policy.

Outcome Standard 1 – Learners are protected and informed, Standard 4.3 – Learners receive prompt and accurate notification of any changes to services, Compliance Requirements Policy – Teach-out, transition, and continuity planning, Standard 1.1 – Obligations to ensure learners receive agreed services, National VET Regulator Act – Change of ownership and teach-out provision.

5. Fee Protection

To protect learner fees, Newcastle Rescue and Consultancy Pty Ltd will not collect more than \$1,500 from any individual learner prior to the commencement of training, in accordance with the Compliance Requirements Policy.

If the total course fee is less than \$1,500, the full amount may be required before training begins. Following commencement, learners may either:

- Pay the balance in full, or
- Enter a payment plan for any remaining fees exceeding \$1,500.

All fees, charges, and payment conditions are clearly outlined in the Course Flyer and discussed prior to enrolment.

Compliance Requirements Policy – Learner fee protection and upfront payment limits, Outcome Standard 1 – Learners are protected through transparent and fair fee arrangements, Standard 4.3 – Pre-enrolment information must clearly outline all fees, Standards 5.1–5.3 (RTOs 2025) – Financial risk management and learner protection

6. Consumer Guarantee

Newcastle Rescue and Consultancy Pty Ltd guarantees that all training and assessment services will be delivered:

- With due care and skill
- In accordance with the agreed course structure and content
- In a manner fit for purpose and responsive to learner needs
- Within a reasonable timeframe (where specific timelines are not provided)

These guarantees align with Australian Consumer Law and the Compliance Requirements Policy, ensuring that learners receive the quality and continuity of training they were promised.

Learners who believe these guarantees have not been met may be entitled to remedies such as rescheduling, replacement training, or a refund as outlined in our Refund and Complaints Policies.

Outcome Standard 1 – Learners receive quality services as agree, Compliance Requirements Policy – Delivery obligations and consumer protection, Standard 4.3 – Clarity of services and terms prior to enrolment, Australian Consumer Law – Statutory guarantees for services

7. Complaints and Appeals

Newcastle Rescue and Consultancy Pty Ltd is committed to ensuring that all complaints and appeals are handled fairly, promptly, and without prejudice. Learners are encouraged to raise any concerns or issues with a staff member or the RTO's management team in the first instance.

Where informal resolution is not possible, learners may submit a formal complaint or appeal using the **Complaints and Appeals Form**, available in the Student Handbook and from the RTO office. All submissions are acknowledged in writing and processed in line with our documented Complaints and Appeals Procedure. Learners will:

- Be kept informed throughout the process
- Have access to independent review, if required
- Not be disadvantaged for lodging a complaint or appeal

Records of complaints and appeals are retained securely, and outcomes are used to support continuous improvement.

Outcome Standard 1 – Learners are treated fairly and have access to a clear complaints process, Standard 2.4 – Learners are supported and their individual needs considered, Compliance Requirements Policy – Documented complaints and appeals process, Standard 6.1–6.3 (RTOs 2025) – Fair, accessible and timely resolution of complaints and appeals Standard 7.2 – Systematic monitoring and improvement

8. Credit Transfer

Newcastle Rescue and Consultancy Pty Ltd recognises Australian Qualifications Framework (AQF) qualifications and Statements of Attainment issued by any other Registered Training Organisation (RTO) under the principles of National Recognition.

Learners may apply for Credit Transfer for any equivalent units of competency they have previously completed. To support an application, learners must provide authentic evidence such as an original certificate or an official academic transcript.

Credit Transfer applications:

- Must be submitted during or prior to enrolment
- Will be assessed in line with training package rules
- Will result in an adjustment to the training plan, where applicable

Details of the Credit Transfer process are outlined in the Student Handbook and can also be discussed with our administrative team.

Outcome Standard 1 – Learners are recognised for previous achievements, Credential Policy – Recognition of formal learning via Credit Transfer, Standard 1.1 – Training delivery aligned with the training package requirements

9. Language, Literacy and Numeracy + Digital Support (LLN+D)

Newcastle Rescue and Consultancy Pty Ltd is committed to identifying and supporting the LLND (Language, Literacy, Numeracy, and Digital) needs of learners to enable full participation in training and assessment.

At enrolment, learners undertaking Certificate III qualifications or below are required to complete an LLND assessment. The results help identify any support needs and inform adjustments to learning strategies or resources.

Support may include:

- Additional learning assistance
- Referrals to specialist support services
- Adjustments to learning and assessment methods
- Guidance from trainers throughout the course

LLND skills are embedded in training package requirements and are essential for the successful completion of vocational competencies. Learners must demonstrate core skills such as:

- Reading and interpreting written materials
- Writing to communicate
- Calculating and measuring accurately
- Using digital technologies to access and submit tasks

Learners are encouraged to discuss any concerns about LLND skills with their trainer or support staff at any stage of their training.

Standard 2.2 – LLND needs are identified early and acted upon, Standard 2.3

Support is provided to help learners progress, Standard 2.4 – Equity and accessibility are considered in delivery and assessment, Outcome Standard 2 – Learners are supported to succeed through appropriate strategies

10. Support Services

Newcastle Rescue and Consultancy Pty Ltd is committed to providing accessible and appropriate support services to enable learners to successfully complete their training and assessment.

Learners are encouraged to discuss their support needs at enrolment, during induction, or at any stage of their learning journey. Trainers and support staff are available to assist with:

- Academic or learning challenges
- LLND support
- Personal or wellbeing concerns
- Study planning and vocational guidance

Where required, learners may be referred to external support services to ensure they are supported holistically. Support services are tailored to the needs of individual learners and are designed to promote progression and course completion.

Learners can request an appointment with their trainer, or escalate support needs to RTO management where additional assistance is needed. Further details are available in the Student Handbook.

Standard 2.3 – Learners are supported to meet the requirements of the training product,
Standard 2.4 – RTOs provide equitable access and reasonable adjustments, Outcome
Standard 2 – Learners are supported through appropriate, accessible service

11. Resources to be provided by the VET Student

To support effective participation in training and assessment, learners are required to supply the following resources, as relevant to the course they are undertaking:

- Personal Protective Equipment (PPE)
- A laptop or suitable device for digital learning
- Reliable internet access for online components or self-paced study
- Access to any specified digital apps, software, or learning platforms
- Transport to and from practical placements or off-site activities

Newcastle Rescue and Consultancy Pty Ltd outlines these requirements clearly in the Course Flyer and at enrolment. Learners are responsible for ensuring they have access to these resources. If learners are unable to obtain the required materials, they are encouraged to speak with their trainer or support staff to explore available alternatives or support options.

Standard 2.4 – Learners are provided with or informed about the required resources and support, Outcome Standard 2 – Learners are supported to prepare for and participate in their training, Standard 4.3 – Accurate and transparent information is provided prior to enrolment

12. Legislative and Regulatory Requirements

During induction, learners will be made aware of their rights and responsibilities under relevant Commonwealth, State, and Territory legislation, as it applies to participation in vocational education and training.

This includes, but is not limited to:

- Work Health and Safety (WHS)
- Anti-discrimination and equal opportunity laws
- Privacy and data protection laws
- Australian Consumer Law
- The National Vocational Education and Training Regulator Act 2011
- Child safety and protection policies (if applicable)

Learners must comply with Newcastle Rescue and Consultancy Pty Ltd's policies and procedures at all times. These obligations are detailed in the Student Handbook and apply throughout the duration of enrolment.

By enrolling, learners acknowledge their responsibility to uphold the principles of safe, inclusive, and respectful participation in the learning environment.

Standard 1.1 – The RTO ensures learners receive accurate information on their rights and responsibilities, Compliance Requirements Policy – Obligation to comply with relevant legislation, Outcome Standard 1 – Learners are informed and protected under applicable laws

13. Privacy Protection

Newcastle Rescue and Consultancy Pty Ltd is committed to protecting the privacy and confidentiality of personal information in accordance with the Privacy Act 1988 (Cth) and the National VET Data Policy.

Personal information collected from learners is used only for purposes directly related to their enrolment, training, assessment, and the issuance of nationally recognised credentials. Information may also be shared with government agencies, regulators, or funding bodies as required under law for:

- AVETMISS reporting
- National VET data collection
- Regulatory audits or compliance activities

All learner records are securely stored, either electronically in password-protected systems or physically in secure storage. No records will be removed from the RTO's premises without appropriate authorisation or prior learner notification.

Learners may request access to their personal information at any time and can request corrections if information is inaccurate or incomplete.

Standard 1.1 – Learners are provided with clear and accurate information about their rights and responsibilities, Compliance Requirements Policy – Secure handling and reporting of learner data, Privacy Act 1988 (Cth) – National standards for managing personal information, National VET Data Policy – Obligations for collecting, using and storing AVETMISS data, Outcome Standard 1 – Learners are protected under regulatory and legislative frameworks

14. Privacy Notice

Under the Data Provision Requirements 2012, all Registered Training Organisations (RTOs) are required to collect and submit data compliant with AVETMISS for the National VET Provider Collection. This information is managed by the National Centre for Vocational Education Research Ltd (NCVER) and may be used for:

- Issuing authenticated VET transcripts
- Administering and regulating the VET system
- Conducting policy research, planning and statistical reporting
- Evaluating training delivery and market performance
- Informing government decisions and public policy

Personal information provided by learners may be disclosed to:

- The VET regulator (ASQA, VRQA, or TAC WA)
- The Australian Government Department of Employment and Workplace Relations
- State or Territory training authorities
- Other Commonwealth authorities as permitted by law
- Approved researchers engaged by NCVER

NCVER may also use the data to conduct surveys or studies related to training outcomes and the national VET system. Participation in these surveys is voluntary and supports continuous improvement of the VET sector. For more information, learners can review the NCVER Privacy Policy at www.ncver.edu.au.

Standard 1.1 – Learners are informed of data collection and use, Privacy Act 1988 (Cth) – Legal obligations to protect personal information, National VET Data Policy – Transparency and accountability in data handling, Outcome Standard 1 – Learners are protected and informed under applicable laws

Data Provision Requirements 2012 – Mandatory data reporting for RTO

Please contact us if you have any questions about the information contained in this form.

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