

## Terms and Conditions

V2.02 06.02.17

Approved by: Brendan Power, CEO

Approved date: 6 February 2017

You must read and accept these Terms and Conditions before enrolling in an online course with Clear to Work

Your access to the Clear to Work website is conditional upon your acceptance and compliance with the terms, conditions, disclaimers and privacy statement contained in this document. Your use of the Clear to Work website constitutes your agreement to the Terms and Conditions.

Clear to Work believes the information in this site is correct and it has reasonable grounds for any opinion, statement or recommendation found within. Clear to Work will endeavour to update the information in this site as soon as practicable after any changes. However, as information can change without notice, it does not guarantee the accuracy of the information. You should seek legal or other professional advice before acting or relying on any of the material on the Clear to Work website.

### Definitions

Clear to Work (RTO 21907) offers a range of online Nationally Accredited and non-accredited courses and qualifications. The terms and conditions vary dependant on the type of learning program a student is enrolled in:

- **Qualification** – A Nationally recognised formal certification. A qualification (such as a Diploma or Certificate IV) is made up of a group of Units of Competency that are packaged to form a qualification.
  
- **Course** – The term “course” can refer to either:
  - Accredited short course – A course made up of a single or multiple Nationally recognised units of competency. This could include a single unit (e.g. BBSMED301 interpret and apply medical terminology appropriately) or a cluster of units that do not form a whole qualification (e.g. Food Safety Level 1 & 2).
  - Non-accredited course – A course that has been written by industry experts, to teach specific knowledge or skills for a job role. These courses are not Nationally recognised.

## **Enrolment form and payment**

To enrol in an online qualification or course, the student must:

- Complete the enrolment form in its entirety.
- Agree to these terms and conditions which include Clear to Work's refund policy.
- Complete the payment options section.
- Sign and return the enrolment form.
- Enrolment will not be considered complete until this form is signed and returned.

## **Eligibility to enrol**

- Clear to Work is not registered with the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Consequently, Clear to Work cannot provide training and assessment to overseas students who hold an Australian student visa.
- Prior to enrolling please check the classification of your visa and conditions at the department of immigration and citizenship website <http://www.immi.gov.au/>
- Students who are under 18 years of age may enrol in any of our advertised courses.
- Students who are under 18 years of age wishing to enrol in any of our advertised qualification should contact Clear to Work to discuss eligibility requirements prior to enrolling.

## **Language, Literacy & Numeracy (LLN) requirements:**

*Courses:* Students are asked on enrolment to self assess their own level of English. This self assessment is used to determine that each student study with Clear to Work has sufficient LLN ability to complete the chosen course.

*Qualifications:* Students are asked on enrolment to self assess their own level of English. Prior to commencing the qualification or course, all students are required to complete an LLN assessment. Both the self assessment and LLN test are reviewed by a Clear to Work assessor to determine the student's LLN ability in relation to completing the qualification.

If it is deemed by the assessor that the student's LLN level is below that required to complete the qualification, the student will be offered the option to withdraw with full refund, or suspend their enrolment for up to 3 months, until they have completed the online AMES World Wide English course up to a level 6. The student is responsible for any costs associated with completing the AMES course.

## **Accurate representation of self**

- A student agrees not to impersonate or represent any other person than the person on the Enrolment Form.
- All course assessments must be completed by the enrolled student.

- Making false or misleading representations that you are another person or character is a criminal offence and can give rise to civil liability.
- A student must provide a copy of photographic identification with your enrolment form.

### **Course enrolment and commencement date**

- A qualification or course enrolment is complete when the student has been issued a username and password for online course access.
- The username and password will only be issued to the student nominated on the enrolment form. Under no circumstances can another person activate or use the username & password.
- Clear to Work and the student will agree on a date for online course access. This date will be known as the agreed commencement date. This date must be within 10 days receiving the completed enrolment form.
- A student will be deemed to have commenced their qualification/course on the agreed commencement date.
- Qualification/course duration is effective from the agreed commencement date.
- Login access to available units will be active as at the agreed commencement date.
- The Course is non-transferable once the student has commenced.

### **Qualification / Course duration**

- The duration of the course or qualification is stated on the Clear to Work website and is stated on the enrolment agreement.
- Clear to Work will not be obliged under any circumstances to extend the period of a student's enrolment if the student has not completed the course or qualification in the allocated time.
- Once the allocated time for a given course or qualification has ended, the student will no longer be provided with access to the course material, course assessment or trainer support.
- There are no extensions applicable for Accredited short courses or non-accredited courses.

### **Qualification extensions**

If a student wishes to continue with a qualification beyond the expiry date, application for an extension must be made in writing too Clear to Work, and received 14 days prior to expiry date. The request for extension must include the reason the extension is required such as medical condition or bereavement, and evidence such as medical certificates.

Clear to Work assesses all extension requests based on:

- The student's current academic progress
- The student's individual circumstances

- The likelihood that granting an extension would result in completion of the qualification or significant progress towards completion

Where Clear to Work determines an extension is appropriate, the following fees will apply:

- \$280 for a three (3) month extension\*
  - \$500 for a six (6) month extension\*
- \*subject to change

All approved extension periods are applied from the end date of the initial qualification duration date, NOT from the date of payment or approval.

### **Learning and assessment materials**

- Unless otherwise stated in the Clear to Work course/qualification description all learning and assessment materials are supplied in an online environment.
- Once enrolment has ended, access to the online learning system is denied. Therefore it is the student's responsibility to save and/or copy content as required for reference purposes.
- The content of the online learning and assessment materials, including copyright and all other such intellectual property rights contained therein, remain the property of Clear to Work. You may not reproduce any part of the online Course Materials without the prior written consent of Clear to Work.

### **Student handbook**

The Clear to Work Student Handbook is available for download from the Clear to Work website. When a student enrolls in an online qualification, it is their responsibility to ensure they read and understand the Clear to Work Student Handbook prior to enrolment.

### **Clear to Work Obligations**

Upon receipt of the Course Fee as determined in the qualification enrolment agreement, Clear to Work agrees to:

- provide a tax invoice;
- provide login details to access the online learning materials and assessments;
- mark and provide feedback on submitted assessment tasks ;
- provide trainer support throughout the enrolment duration; and
- issue a Certificate, Statement of Attainment/s or Testamur upon satisfactory completion of the course or qualification.

## **Confidentiality and privacy**

Clear to Work views the protection of your privacy as a vital part of its commitment towards complete accountability and integrity in all its activities and programs.

### *Personal Information*

Clear to Work will collect personal information supplied by you whilst completing this program for the following purposes only:

- For lodgement of your certificate number with the appropriate training body
- So we can contact you for course feedback,
- So we can send you your statement of attainment, and
- For Clear to Work internal marketing information purposes

### *Disclosure of Personal Information*

Clear to Work will take all necessary measures to prevent unauthorised access to or disclosure of your personal information. This personal information will be disclosed as required to the State Government authorised body and to Clear to Work administration. This information will not be disclosed to any other external agencies unless required or authorised by law.

### *Correction of Personal Information*

If you wish to alter any personal information you have supplied to Clear to Work please direct enquires to [info@hia.edu.au](mailto:info@hia.edu.au).

We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- to the extent specifically required by law; or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).
- information provided by you is considered confidential and will not be divulged to any third party, nor will it be sold.

## **Revisions**

Clear to Work may revise the Student Handbook, Policy Documents and any terms and conditions contained in this agreement, at any time in our sole discretion. Any such revisions will be available from our website.

## **Complaints and appeals**

Clear to Work is committed to providing an environment in which complaints are responded to promptly, with minimum distress and maximum protection to all parties.

As part of this commitment, Clear to Work will ensure all dealings with complains is done in an ethical and responsible manner, that ensures transparency in its decision-making processes, and an accessible and fair complaints process.

Appeals regarding academic issues and complaints regarding non-academic issues are dealt with following the “Complaints and Appeals” policy, available on the Clear to Work website.

## **Refunds and cancellations**

Full details of Clear to Work’s Refund and Cancellation policy and process, are available in the documents section of the Clear to Work website.

## **Disclaimers**

Information is provided on the following basis.

You agree that Clear to Work will provide the course or qualification, including access to the website on the following basis:

To use the Clear to Work website you will need to access the internet, including related equipment, and software.

Clear to Work is not responsible for any problems caused to or by your equipment, including any virus or related problems with your use of the Clear to Work websites. You are responsible for any connecting or accessing fees, and for installing, maintaining, and operating your own equipment. Clear to Work makes no warranties or interpretations that the website(s) contents and course information will meet your requirements.

You acknowledge and agree that all of the intellectual property rights in the Clear to Work website are owned by Clear to Work. Any unauthorised copying, reproduction, communication or translation of the Clear to Work website may infringe Clear to Work intellectual property rights and may result in liability.

Links from Clear to Work websites to other websites should not be construed as an endorsement, approval or recommendation by Clear to Work of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites.

## **Warranty**

The Clear to Work website and all material within, are provided on an as is basis without any warranties of any kind. Except as provided by the prescribed terms, all warranties either express or implied by law, in any way relating to the website or its materials, are excluded. In addition, Clear to Work does not warrant that the website will operate error free or that this website and its servers are free of computer viruses and other harmful goods. If you experience any damage or liability through the use of the Clear to Work website or the materials therein, Clear to Work will not be responsible for the costs relating to repair, servicing or any other associated costs.

## **Indemnity**

You indemnify, defend and hold harmless, Clear to Work and its directors, agents & employees, with respect to any claim, demand, cause of action, liability, loss, damage, expense (including legal fees) and cost incurred by you or a third party as a result of any error in any information, opinion or recommendation in this site.