

TERMS & CONDITIONS OF ENROLMENT

1. Enrolment & Selection

- a) Learners are encouraged to disclose any medical conditions, disabilities, or learning needs at enrolment to allow Momentum College to provide appropriate support and reasonable adjustments in line with equity and access principles.
Outcome Standard 2.2, 2.3, 2.4
- 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.
Outcome Standard 2.1
- c) It is the learner's responsibility to note the advertised course schedule, including start date, location, and delivery format.
Outcome Standard 2.1
- d) If a course is cancelled due to insufficient enrolments, Momentum College will contact affected learners using their most recent contact details. Learners are responsible for ensuring their contact information is current.
Outcome Standard 2.1
- e) Learner requests to defer, transfer, or credit their enrolment due to personal circumstances will be considered. Where possible, alternative arrangements will be offered.
Outcome Standard 1.6,2.3
- f) If a learner withdraws due to personal circumstances, Momentum College will make every effort to facilitate enrolment in a future equivalent course.
Outcome Standard 2.3
- g) Late enrolments may be accepted provided all entry requirements are met. Full course fees still apply.
Outcome Standard 2.3
Momentum College 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
- h) Some training activities involve physical risk (e.g. practical demonstrations, fieldwork). Participation is at the learner's own risk. Momentum College maintains public liability insurance for activities conducted on premises.
Compliance Requirements - Division 3, Section 9

2. Course Fees, Payments and Refunds

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.

Outcome Standard 2.1

- a) In accordance with fee protection requirements, Momentum College will not collect more than \$1,500 from an individual learner prior to course commencement.
Compliance Requirements – Division – Section 18
- b) Learners on a payment plan are subject to the terms and conditions of Ezy. A copy of these terms and conditions can be accessed [here](#)
Compliance Requirements – Division – Section 18
- 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.
Compliance Requirements – Division 2 – Section 9-14
- d) Refunds may be granted under the following circumstances:
Overpayment of fees
- Training cancelled by Momentum College
 - Withdrawal prior to commencement (notification must be provided in writing)
 - Withdrawal prior to commencement due to illness or hardship (with supporting evidence)
 - Failure of Momentum College to deliver agreed training services
- Outcome Standard 2.1**
- e) 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 – Division – Section 18
- f) An administration fee of \$150 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.
Outcome Standard 2.1

- g) No refunds are available once a learner has commenced training.
Outcome Standard 2.1
- h) Learners are responsible for securely storing their certification. A reissue of certification will incur a reissue fee of \$80.
Compliance Requirements – Division 2 – Section 9-14
- i) If a learner is assessed as not yet competent, they will be offered one reassessment opportunity. A second reassessment may also be offered.
Outcome Standard 1.4
- j) Guidance and feedback will be provided by the trainer before any reassessment.
Outcome Standard 1.4, 2.3
- k) Generally, reassessment is provided at no additional cost. If applicable, any reassessment fees will be disclosed.
Outcome Standard 2.1
- l) 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.
Compliance Requirements – Division 2 – Section 9-14
- m) Momentum College is responsible for the issuance of all AQF certification documentation in a timely manner.
Compliance Requirements – Division 2 – Section 9-14
- n) Learners are required to provide specific resources for course participation. These are listed in Section 11.
Outcome Standard 2.1

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 COO within **10 business days**, provided training has not yet commenced. For details regarding eligibility for a refund during this period, please refer to Momentum College's **Refund Policy** available in the Student Handbook and on our website.

Outcome Standard 2.1

4. Changes to Agreed Services

In the event of any change to agreed training or assessment services, Momentum College will notify learners as soon as practicable. This includes, but is not limited to:

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

Where Momentum College 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 2.1

5. Fee Protection

To protect learner fees, Momentum College 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.

Outcome Standard 2.1

Compliance Requirements – Division – Section 18

6. Consumer Guarantee

Momentum College 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 2.1, 2.7, 4.3

7. Complaints and Appeals

Momentum College 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 on our website and upon request. 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 2.1, 2.7

8. Credit Transfer & RPL (Recognition of Prior Learning)

Momentum College 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.

Recognition of Prior Learning (RPL) You may be eligible to have your existing skills, knowledge, or previous formal qualifications recognised through a Recognition of Prior Learning (RPL) process. Information about applying for RPL is available in the Student Handbook or upon request. Please indicate your interest during enrolment or contact us for assistance prior to course commencement.

Outcome Standard 1.6

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

Momentum College 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.

Outcome Standard 2.2, 2.3, 2.4

10. Support Services

Momentum College 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 management, where additional assistance is needed. Further details are available in the Student Handbook.

Outcome Standard 2.3, Standard 2.4

11. Resources to be provided by the 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:

- 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

Momentum College 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.

Outcome Standard 2.1, 4.3

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 Momentum College'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.

Outcome Standard 21

13. Privacy Protection

Momentum College 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.

Outcome Standard 2.

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

Outcome Standard 2.1

Compliance Requirements Policy

Learner responses are confidential and will be collected, managed, and used solely by ASQA for the purpose of quality assurance and compliance monitoring. Further information regarding the ASQA Student Survey can be found on the ASQA website at: [Student surveys | Australian Skills Quality Authority \(ASQA\) Outcome Standard 2.1](#)

Compliance Requirements Policy

15. ASQA Student Survey Participation

As part of our compliance with the Standards for RTOs, the Australian Skills Quality Authority (ASQA) may invite learners to participate in a national Student Survey. Participation in this survey is voluntary. However, students are encouraged to complete the survey if selected, as feedback provided contributes to the ongoing monitoring and improvement of training and assessment services across the vocational education and training sector.

If selected, learners will receive an invitation directly from ASQA with details on how to complete the survey. Momentum College Pty Ltd does not control the selection process or distribution of invitations.

STUDENT DECLARATION

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| <ol style="list-style-type: none"> I declare that the information contained in this Enrolment Agreement Form is true and correct. I confirm that I have read, understood and consent to the Terms and Conditions of Enrolment and the Fee Payment and Refund Procedures I acknowledge and agree with the terms and conditions of enrolment with specific reference to Momentum College's enrolment and selection I consent to Momentum College providing my information to Australian Commonwealth and State Governments for the purpose of reporting to the Government as part of my enrolment. | <ol style="list-style-type: none"> I understand that I will be required to pay a deposit with this Enrolment Agreement Form and that the deposit is non-refundable. I understand that I am subject to the terms and conditions of Ezypay. I understand that I may receive an invitation from the Australian Skills Quality Authority (ASQA) to participate in a national student survey during my studies. By signing this document, I give permission for Momentum College to access my Unique Student Identifier (USI) for the purpose of my training. I understand that my rights and responsibilities as a student are outlined in the Student Handbook and that I should refer to this handbook for further information on USI, LLND Assessment, Complaints and Appeals, WHS, Support Services and other legislative and regulatory policies and procedures. |
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APPLICANTS SIGNATURE: _____ DATE: __/__/__

RTO REPRESENTATIVE: _____

PHOTO ID SIGHTED: Drivers Licence Passport Photo ID Other: _____