

Vocational Education and Training (VET) Enrolment Terms and Conditions

Kaplan Education Pty Ltd.

Enrolment Terms and Conditions

1. General Terms & Conditions

These Terms and Conditions are applicable to all vocational education students studying at Kaplan Education Pty Ltd ABN 54 089 002 371 trading as Kaplan Professional, a registered training organization (PRIV 12030) (Kaplan Professional).

1.1. Policies and procedures: All Kaplan Professional students are subject to the policies and procedures that are published on the Kaplan Professional website (www.kaplanprofessional.edu.au/vocational-education-student-policies-and-forms/), including those dealing with student misconduct, assessment, progression, enrolment deferral and cancellation, complaints and appeals, and refund. Students must review all Kaplan Professional student policies and procedures and comply with the most up to date version as amended from time to time. Kaplan Professional policies and procedures do not form part of these Terms and Conditions, nor grant any enforceable rights to students, and Kaplan Professional may amend its policies and procedures, or add or remove policies or procedures, at any time. Additional useful information for students is found in the Student Handbook.

1.2. Enrolment: By submitting an enrolment form, you will be agreeing to these terms and conditions.

1.3. Online Delivery: Except for special workshops, all Kaplan Professional courses are delivered online through KapLearn.

1.4. Activation: Kaplan Professional will activate the student's enrolment and provide the student with access to KapLearn on the same day that all required enrolment information, and payment for the course or subject, has been received by Kaplan Professional.

1.5. Course or subject transfers: Students may transfer between courses and subjects in accordance with the Refund and Transfer Policy.

1.6 Unique Student Identifier: The student must supply Kaplan Professional with a valid USI at enrolment. Kaplan Professional will only issue a qualification or statement of attainment if it has received and has a valid USI at the time of issue. For this reason, the USI is collected as part of the enrolment process.

1.7. Payment: Payment for a course or subject is due and payable at the time of enrolment.

1.8. Learning materials: All learning material, course and subject notes are available online in the KapLearn subject room.

1.9. Fee protection: In the unlikely event that Kaplan Professional is unable to fully deliver your course of study, students are protected by a Group Company Guarantee that will ensure that students receive a refund in full for any pre-payments in relation to a course or subjects that cannot be delivered to the student.

2. Extensions

A student may apply to change aspects of their enrolment, which includes an application to extend their course completion date. Students should refer to the Enrolment Policy and the Extensions Policy for details.

3. Refunds

Kaplan Professional's Refund and Transfer Policy is available at www.kaplanprofessional.edu.au/wp-content/uploads/2023/01/KP_Refund_and_Transfer_Policy_V3.0-Jan2023.pdf. All applicants must read the Refund and Transfer Policy before enrolment in a Kaplan Professional course. Students requesting a refund are required to do so in accordance with the Refund and Transfer Policy. A refund may not be given where a refund request is made more than 14 days after enrolment date. Approved refunds are paid into the original bank account from which the funds were received and only to accounts in the student's name. Students must not make payments to Kaplan Professional from third party bank accounts.

4. Privacy

Kaplan Professional collects personal information about you, including for the purposes of enrolling you into your chosen education course(s) or program(s) of study and because we are required by law to provide certain student data to the National Centre for Vocational Education Research. Your enrolment may not be accepted if you do not provide all of the information requested. We may also use your information to improve our products and services and offer you other products and services from partners or suppliers which may be relevant to you. We may disclose personal information about you in accordance with the Kaplan Privacy Policy



(available at <https://www.kaplanprofessional.edu.au/privacy-policy/> including to your employer, prospective employer or AFSL holder, or as required or authorised by law. The Kaplan Privacy Policy contains detailed information about how you can access and correct the personal information we hold about you, or make a privacy complaint. You may contact the Privacy Officer (privacy@kaplan.edu.au) for more information.

5. Consumer Protection

5.1. These Terms and Conditions, and the right to make complaints and seek appeals of decisions and actions 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.

5.2. Any dispute, claim or other matter arising under these Terms and Conditions will be subject to the laws of New South Wales.

5.3. The courts of New South Wales and their appellate courts have exclusive jurisdiction to hear any dispute arising under these terms and conditions.

6. Declaration

Upon submitting an enrolment form to Kaplan Professional to study a course or subject with Kaplan Professional, the student agrees to comply with these Terms and Conditions and:

6.1. Declares that the information provided in their enrolment form is true and complete in every detail.

6.2. Understands that giving false or incomplete information may lead to the cancellation of their enrolment.

6.3. Declares that they have read and understood the published information on the Kaplan Professional website and Student Handbook about their course or subject.

6.4. Authorises Kaplan Professional to provide their employer, prospective employer or the relevant AFSL holder any requested relevant student records and related personal information.

6.5. Understands that Kaplan Professional will collect information during their enrolment in order to meet its obligations under the National Vocational Education and Training Regulator Act and the Standards for Registered Training Organisations (RTOs), and to ensure the student

complies with their obligations under Australian laws. The authority to collect information is contained in the National VET Data Privacy Notice, the Data Provision Requirements, Student Identifiers Act and the Standards for RTOs. The student authorises Kaplan Professional to provide information including personal and contact details and course enrolment details to the Australian government and any other designated authorities. The student also understands that this information (and other personal information) may be used and disclosed in accordance with applicable privacy laws, including without their consent where Kaplan Professional is authorised to or required to by law.

6.6. Understands that information collected during their enrolment will be handled in accordance with the Kaplan Privacy Policy (available at <https://www.kaplanprofessional.edu.au/privacy-policy/>), and may be stored on a server controlled by a third party whether in Australia or offshore.

6.7. Accepts liability for payment of all relevant fees identified in these Terms and Conditions, the Student Handbook and on the Kaplan Professional website. The student also understands the circumstances in which refunds will not be applicable as set out in the Kaplan Professional Refund and Transfer Policy, and that fees may increase with written notification from Kaplan Professional during the course.

6.8. Understands and agrees to comply with all Kaplan Professional student policies and procedures (available at <https://www.kaplanprofessional.edu.au/faqs/studentpolicies/>) as amended from time to time.

6.9. Agrees to notify Kaplan Professional, in writing, of their contact details, including their current residential address, mobile number (if any) and email address. The student also agrees to notify Kaplan Professional, in writing, of any change in those details within 7 days of the change.

6.10. Agrees that Kaplan Professional may amend these Terms and Conditions from time to time. For each course, or if only a subject is enrolled in then for that subject, the latest version of these Terms and Conditions accessible via the Kaplan Professional website at the commencement date for that course or subject, as the case may be, will apply to the student.

