Student Agreement

This Student Agreement ("this Agreement") outlines the terms and conditions of enrolment and constitutes the agreement between you (the student) and Evolve College Pty Ltd (Evolve College) (RTO 41035) for the provision of your course.

Accepting this Agreement

1. You will have accepted this Agreement by agreeing to the terms and conditions of the Evolve College enrolment form ("Enrolment Form") applicable to your enrolment, which you will have done by:
   a) signing the Enrolment Form as a hard copy form and returning it to Evolve College by email or post; or
   b) in the case of enrolment in an Introductory Massage Course (IMC) only, clicking the box next to the words, "I hereby confirm that." on the College online enrolment webpage.

2. In the case of (b) above, by ticking the box "I hereby confirm" and clicking 'Next' you acknowledge that Evolve College will capture your IP address as verification of your acceptance of this Agreement.

3. The date you sign the Enrolment Form (as in paragraph 1a) above, or tick the box "I hereby confirm" and click 'Next' (as in paragraph 1b) above, is the 'Agreement Date'.

4. A copy of this Agreement is provided to you on your first login to the Evolve Hub, where you are required to agree to this Agreement. This Agreement is also available for download on our website, www.evolvecollege.com ("Website").

Student Obligations

5. By accepting this Agreement you:
   a) acknowledge and agree that the terms and conditions on your Enrolment Form form part of the terms of your enrolment and thus part of this Agreement;
   b) agree to comply with Evolve College Student Policies and Procedures (as available on the Website and as may be changed by Evolve College from time to time without notice and through publication on the Website);
   c) confirm that you have been provided with, downloaded and understood the Qualification Fact Sheet for your chosen qualification, available for download on the Website;
   d) confirm that you fulfil all entry requirements and have the required equipment/resources, as specified on the Website and in the Student Handbook, for the subject(s) or course(s) in which you are enrolling;
   e) confirm that all information you have provided to Evolve College at the time of enrolment is accurate and complete, including anything that may impact on your ability to complete the subject(s) or course(s);
   f) where you are electing an upfront fee payment method, agree to pay all required fees associated with your subject(s) or course(s) on or before the due date; and
   g) acknowledge and accept the Administration Fee Schedule (as available for download on the Website).

6. You acknowledge and agree that:
   a) you will need to provide some of your own equipment (such as but not limited to towels, a pillow and ongoing oil for massage practice, as well as a massage table for your ongoing massage practice (which you keep following your course)) as set out in the Student Handbook and, in addition to the Evolve College course materials, you will need to undertake other studies or certifications (such as HLTAID003 Provide first aid, if you do not already hold a current qualification for that unit), at your own expense. (Refer to the Student Handbook);
   b) you will require access to a computer, the internet, and audio-visual equipment (with the ability to download and play videos) for the duration of the course, which it is your responsibility to arrange;
   c) you may be required to access or acquire additional computing equipment or software as reasonably required for your studies, from time to time. This will be your responsibility and is not included in your course fees, and you will not receive reimbursement from Evolve College; and
   d) in order to access the Virtual Clinic you will require internet access of at least 0.6 Mbps upload and at least 2 Mbps download. (Refer to the Student Handbook.)

7. You acknowledge and agree that the fees you pay for your course ("Course Fees") do not include the items described in the "Charges not covered by tuition fees" or Administrative Fees Schedule documents downloadable from the Website at https://www.evolvecollege.com/policies, such charges including, for example:
   a) the cost of postage of any assessments or other materials by you to Evolve College;
   b) any materials that are listed as resources to be provided by the student (such as, without limitation, computer, internet access for off campus or online study, a massage table to complete your practice hours and for your ongoing practice of massage, first aid training (in the HLTAID003 Provide first aid unit), massage oil and towels) for your subject(s) or course(s) (as stated in the Student Handbook); or
   c) travel and accommodation or other personal costs (such as uniforms) associated with undertaking training and assessments (such as the Evolve College supervised student Clinic, Clinical Practice Program, Community Events, and Professional Massage Treatments).

8. It is your responsibility to inform Evolve College in writing within 7 days of any corrections or changes to your personal details during your period of study including but not limited to your name, address and contact details.

9. It is your responsibility to retain a copy of all assessments submitted to Evolve College for the duration of your study.

10. You must maintain a current email address for the duration of your course and you acknowledge and agree that Evolve College will officially communicate with you via email to your specified email address and/or SMS to your specified mobile number.

Course Duration and Participation Requirements

11. If you have enrolled in the HLT42015 Certificate IV in Massage Therapy, your minimum period of study is 6 months and you have a maximum of 1 year to complete the certificate from the date of your course activation.
12. If you have enrolled in the HLTS2015 Diploma of Remedial Massage, your minimum period of study is 12 months and you have a maximum of 2 years to complete the diploma from the date of your course activation.

13. Your course is subject to minimum completion requirements, as part of which you must submit the following in the Evolve Hub:
   a) One assessment activity every two weeks; and
   b) One completed subject every six weeks, and failure to meet either of the above requirements will put you in breach of the terms of your enrolment terms (and this agreement) and may result in termination of your enrolment due to inactivity. (Refer to the Student Handbook for details.)

Evolve College Obligations

14. Under this Agreement, Evolve College agrees to do the following, until the expiry of your course:
   a) supply you with course materials for the subject(s) or course(s) you have enrolled in (subject to paragraphs 7 and 20);
   b) provide you with delivery of training in the subject(s) or course(s) you have enrolled in;
   c) comply with the Standards for RTOs 2015;
   d) provide you with access to the supervised student clinic for practical assessment within a simulated workplace, under the supervision of a qualified assessor;
   e) provide you with access to the Evolve College student online learning and assessment environment;
   f) provide you with access to learning and administrative support; and
   g) mark your assessments.

15. Evolve College will provide feedback (as required) and mark your written assessments through the Evolve Hub, by email where relevant, and in on-campus assessment. Material submitted to Evolve College for assessment will not be returned to you.

16. On successful completion of all assessments within the qualification you are enrolled in, and after all academic and administrative checks have been duly performed, Evolve College will issue you with the appropriate certification which will comprise a Record of Results and a testamur (certificate) for the applicable qualification, issued in accordance with the Standards for RTOs 2015 and Evolve College Policies and Procedures.

17. Evolve College may make any changes to any of the following at its sole discretion from time to time:
   a) your subject(s) or course(s) (including course structure, subjects and/or units comprising the course, learning materials and/or assessments);
   b) the Evolve College Student Policies and Procedures; and
   c) the ‘Charges not covered by tuition fees’ document and the Administration Fee Schedule.

18. The current version of the Evolve College Student Policies and Procedures, ‘Charges not covered by tuition fees’ and the Administration Fee Schedule will be as posted on the Website.

On campus attendance, and supervised clinical practice

19. All students enrolled in the HLT42015 Certificate IV in Massage Therapy or HLTS2015 Diploma of Remedial Massage (whether on-campus or correspondence students) are required to attend mandatory supervised clinical hours and assessment as part of the Evolve College Clinic Program, as set out in the Student Handbook.

Course Fees

20. Course Fees are payable on enrolment, at different timings depending on your elected method of payment. Your course materials are released to you in the order and manner most supportive to your study, as determined by Evolve College.

21. You have 3 options when paying your Course Fees all of which are governed by the course duration periods stated previously:
   a) Option 1: Full Course - you pay for the full course up front.
   b) Option 2: VET Student Loan (available for HLTS2015 Diploma of Remedial Massage only). (Refer to VET Student Loans section below, at section 25.)
   c) Option 3: Subject – you pay one subject at a time.

22. The fees for each option in section 21 above are as listed on our website from time to time. For the Diploma of Remedial Massage fees, refer to https://www.evolvecollege.com/fees/diploma-of-massage-fees. For Certificate IV in Massage Therapy fees, refer to https://www.evolvecollege.com/fees/certificate-of-massage-fees.

23. Evolve College reserves the right to cancel or reschedule a subject or course at any time and for any reason as it sees fit. If we do so, we will notify you as soon as practicable and assist you to transfer into an alternate class. If Evolve College cancels a class or course, then unless you transfer (‘Transfer’) to another class or course (as the case may be), you are entitled to receive a full refund (less any fees paid for tuition or services already received, and subject to return of all course materials). No refund is payable for accommodation, travel or any other expenses. No refund of Course Fees is payable upon a Transfer.

24. Any fees held in credit are non-refundable and non-transferable to another person.

VET Student Loans – for Diploma of Remedial Massage

25. If you have ticked the option on your Enrolment Form to pay for all or part of your course via a VET Student Loan (available for the HLTS2015 Diploma of Remedial Massage only) you acknowledge and agree that:
   a) this option is only available to eligible applicants who meet the Commonwealth Government criteria and, if approved by the Government, gives rise to a debt to the Government for the amount of tuition fees plus a 20% loading, which debt is a personal debt owed to the Government until it is repaid and may affect your take-home salary and borrowing capacity on other loans, in relation to which you may wish to seek independent financial advice;
   b) by signing the Enrolment Form you acknowledge and agree that you have read, understood and agree with the VET Student Loans Information Sheet available for download from our website and the information on fees, Census Days, withdrawal, re-crediting and review / complaints on our website, on the Fees page (for the HLTS2015 Diploma of Remedial Massage) at https://www.evolvecollege.com/fees/diploma-of-massage-fees;
c) you have read the information on Census Days on the fees page for the HLT52015 Diploma of Remedial Massage, on our website at https://www.evolvecollege.com/fees/diploma-of-massage-fees;

d) you understand that you must submit a Commonwealth Assistance Form (eCAF) no earlier than two business days after signing your enrolment form and no later than the census day; and


Course Transfers
26. If you wish to transfer to another course timetable offered by Evolve College:
   a) you will need to submit a request in writing by email to evolve@evolvecollege.com or you may contact our Student Administration team by phone on 1300 880 885;
   b) Evolve College reserves the right to refuse a course timetable transfer request.

27. Evolve College may change, cancel or reschedule a course timetable from time to time. Further details are provided in section 23 of this Agreement.

Course Deferral
28. If you suffer from a medical condition that directly impacts on your ability to undertake your studies, you may request a deferral by completing a Course Extension Form (refer to the Website).

29. On request by you and at Evolve College’s discretion, your enrolment may be suspended for a period of no more than six months, thereby extending the maximum duration of your course. Deferral of studies requires payment of an administration fee as set out in the Administrative Fees Schedule, downloadable from our website. You are required to confirm current fees and meet any additional costs prior to recommencement as shown in the Administration Fee Schedule.

30. No refund of Course Fees will apply to a course deferral.

Cancellations & Refunds
31. If you wish to terminate your studies before completion of your course you must notify Evolve College in writing (via the Course Cancellation Request Form available for download on the Website) ("Cancellation Request") and:
   a) if you are a VET Student Loan student, you must comply with the Student Withdrawal Policy and Procedure, downloadable from the Website;
   b) if you are an upfront fee paying student, a refund of the Course Fee will only be issued if Evolve College receives the Cancellation Request within the Refund Period and all Course Materials are returned in their original condition. If you fail to notify Evolve College of a Cancellation Request within the Refund Period, a refund will not be granted, subject to the terms of our Fees, Charges and Refunds Policy and Procedure, available for download from our website.

32. For an upfront fee paying student, the "Refund Period" is defined as 10 calendar days from the Agreement Date. The first day of the Refund Period commences the day after the Agreement Date.

Other Terms
33. Subject to sections 23 and 31, any physical copies of course material that Evolve College provides to you shall become your property. However, the content of all course material, including copyright and all other such intellectual property and other legal and moral rights contained therein, remain the property of Evolve College or Evolve College’s nominated third party. Evolve College reserves all moral and other rights in relation to its course materials. You may not reproduce, distribute, copy or disseminate by any means, any part of the course materials, in whole or in part, electronically or in any other way, without the prior written consent of Evolve College.

34. Subject to paragraph 35, students must be 18 years of age or over at the time of enrolment to commence their studies. A minimum of Year 10 English or equivalent is required before commencing the HLT42015 Certificate IV in Massage Therapy and/or the HLT52015 Diploma of Remedial Massage.

35. Enrolment of students aged 17 years may be accepted if the candidate fulfils the requirements under the Enrolment – Under 18s Policy and Procedure, as available on the Website as well as all other conditions of enrolment.

36. Enrolment through the payment option of a VET Student Loan (applicable only to HLT52015 Diploma of Remedial Massage) is subject to the eligibility criteria set by the Commonwealth Government, as well as Evolve College policies and procedures. (Refer to section 25 of this Agreement, above, and the fees page on the Website, Diploma of Remedial Massage section at https://www.evolvecollege.com/fees/diploma-of-massage-fees)

37. By accepting this Agreement, you are warranting that you are not legally bankrupt and you are giving your consent to Evolve College undertaking a credit check on you.