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 online enrolment application form ("**Enrolment Form**"), which you will have done by clicking "Yes" under the "Your Declaration" section of the Enrolment Form and clicking "Submit".
2. By ticking the box "Yes" and clicking "Submit" you acknowledge that Evolve College will capture your IP address as verification of your acceptance of this Agreement.
3. The date you tick the box "Yes" and click "Submit" (as in paragraph 1 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 policies and procedures ("**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) acknowledge and agree that you will be provided with a unique Student ID issued by Evolve College upon enrolment and you are personally responsible for protecting your Student ID and not allowing it to be known, seen or accessed by any other person;
   g) where you are electing an upfront fee paying method, agree to pay all required fees associated with your subject(s) or course(s) on or before the due date; and
   h) acknowledge and accept the Administration and Additional 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, 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; and
   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.
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 Administration and Additional Fee 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, massage oil and towels) for your subject(s) or course(s) (as stated in the Student Handbook);
   c) travel and accommodation or other personal costs (such as uniforms) associated with undertaking training and assessments (such as Evolve College supervised student Clinics, Community Events, and Professional Massage Treatments); and
   d) the costs of any external examination or licence/registration requirement your course may prepare you to undertake or that may be required by industry.
8. You warrant and represent that:
   a) all information you have provided to Evolve College is accurate and complete and not misleading in any manner and that you have included all information that may impact on your ability to study and complete your chosen course;
   b) you have personally completed and submitted all information to Evolve College in relation to your enrolment, and it is you that has participated in the enrolment interview; and
   c) you are the person that has undertaken or will undertake the Language Literacy and Numeracy (LLN) test for entry, if Evolve College has required you to undertake one.
9. It is your responsibility to inform Evolve College in writing within 14 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.
10. It is your responsibility to retain a copy of all assessments submitted to Evolve College for the duration of your study.

11. 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 as well as via notifications in your EvolveHub.

Course Duration and Participation Requirements

12. If you have enrolled in the HLT42021 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.
13. If you have enrolled in the HLT52021 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.
14. 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 approximately every six weeks,

    and failure to meet either of the above requirements will put you in breach of the terms of your enrolment (and this Agreement) and may result in termination of your enrolment due to inactivity. (Refer to the Student Handbook for details.)

Evolve College Obligations

15. 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 Registered Training Organisations, as in force from time to time ("**Standards for RTOs**");
    d) provide you with access to the face to face 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.
16. 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.
17. 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 and Evolve College Policies and Procedures.
18. 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 Policies and Procedures; and
    c) the "Charges not covered by Tuition Fees" document and the Administration and Additional Fee Schedule.
19. The current version of the Evolve College Policies and Procedures, "Charges not covered by Tuition Fees" and the Administration and Additional Fee Schedule will be as posted on the Website.

On campus attendance, and supervised clinical practice

20. All students enrolled in the HLT42021 Certificate IV in Massage Therapy or HLT52021 Diploma of Remedial Massage are required to attend mandatory face to face classes, and supervised clinical hours and assessment as part of the Evolve College Clinic Program, as set out in the Student Handbook.

Course Fees

21. 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.
22. 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 HLT52021 Diploma of Remedial Massage only). (Refer to VET Student Loans section below, at clause 32.)
    c) Option 3: Payment plan (applicable to the HLT52021 Diploma of Remedial Massage only).
23. The fees for each option in clause 22 above are as listed on the 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.
24. If paying by instalments you acknowledge and agree that you must complete and provide to Evolve College a credit card authorisation or direct debit request form authorising payment of all instalments, and you must submit another such authorisation form in the event that any of your relevant credit card or banking details change.
25. It is your responsibility to ensure that, on the due date for any instalment, you have sufficient cleared funds in your nominated account to make the payment. Where fees are unpaid, you may be liable for collection costs charged by any external collection agency for recovery that Evolve College, at its sole discretion, engages.
26. If a third party pays your Course Fees, they must complete and sign the relevant form provided by Evolve College confirming their details. You agree and acknowledge that, if the third party fails to pay any or all of your Course Fees when due, or if they put a stop on payment or charge back, you will be liable to pay those Course Fees.

Course Changes

27. As part of its commitment to continuous improvement, Evolve College reserves the right to change or update course learning or assessment materials, the EvolveHub or other learning and assessment environment or platform, or any other aspects of a course at any time and for any reason as it sees fit. Any updates will be published in the EvolveHub. Any updates will not affect any assessments you have already submitted.

28. Without limiting the foregoing, Evolve College is required to follow the requirements of the training package that houses the qualifications it delivers. Training packages are updated from time to time by industry and endorsed by government. By enrolling with Evolve College, you understand and agree that Evolve College must adhere to any changes to a training package, and that this may result in changes to the units of study in your course, as well as your learning or assessment materials.
29. 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.
30. Any fees held in credit are non-refundable and non-transferable to another person.
31. Evolve College may update its Administration and Additional Fee Schedule annually. The current schedule is as published on our Website.

VET Student Loans – for Diploma of Remedial Massage

32. 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 HLT52021 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 the loan plus a 20% loan fee (determined by the Government), 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 submitting the Enrolment Form via the Website you acknowledge and agree that you have read, understood and agree with the VET Student Loan Information Sheet available for download from the Website and the information on fees, Census Days, withdrawal, re-crediting and review / complaints on the Website, on the Fees page (for the HLT52021 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 HLT52021 Diploma of Remedial Massage, on the 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
    e) you have read and understood the information on VET Student Loans on the Government's StudyAssist website at https://www.studyassist.gov.au, and the Government publication, VSL Student Manual, available at https://www.dewr.gov.au/vet-student-loans/vsl-student-manual.

Course Transfers

33. 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.
34. Evolve College may change, cancel or reschedule a course timetable from time to time. Further details are provided in clause 29 of this Agreement.

Course Deferral

35. If you suffer from a medical condition that directly impacts on your ability to undertake your studies, you may request a deferral by completing the Course Extension and Deferral Request Form (available on the Website).
36. 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. A deferral puts your studies "on hold" and you are not liable for completing study obligations during that period. It also delays completion of and graduation from your course.
37. Deferral of studies requires payment of an administration fee as set out in the Administration and Additional Fee Schedule, downloadable from the Website. You are required to confirm current fees and meet any additional costs prior to recommencement as shown in the Administration and Additional Fee Schedule.
38. Evolve College will not grant a deferral request if there is a teach-out period applicable to your course or major changes to the relevant training package by industry/government, or if such changes are imminent, as announced by industry.
39. Evolve College will not consider a deferral request unless you have paid all Course Fees that are due at the time, and you pay all relevant fees as outlined in the Administration and Additional Fee Schedule.
40. No refund of Course Fees will apply to a course deferral.

Course Extension

41. If you require more time to complete your course, you may apply to Evolve College for a course extension. A fee applies, as set out in the Administration and Additional Fee Schedule. A course extension gives you more time to complete your course, and you may keep studying during the extended period.
42. You must apply before the expiry date of your course. A maximum of 6 months' extension may be applied.
43. Evolve College will only award an extension if:
    a) you have not already exceeded the maximum six months of extension;
    b) the qualification you are studying is not subject to major changes (by Evolve College or industry); and
    c) the qualification you are studying has not been superseded and is therefore not in a teach-out period (as published on www.training.gov.au), or as has been announced to be forthcoming by the relevant industry group.

Cancellations & Refunds

44. 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, less an administration fee of $200, 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 the Website; and

c) despite paragraph (b), if you are enrolled in the HLT52021 Diploma of Remedial Massage and you withdraw on or before the census day for the course or part of the course, the $200 administration fee does not apply and you will receive a full refund of the tuition fees paid for that course or part of the course, as set out in the Student Withdrawal Policy and Procedure.

45. 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.

Australian course and outcome

46. By enrolling in your course, you acknowledge and agree that the qualifications which Evolve College delivers are qualifications in the Australian Qualifications Framework, which have been developed by industry and endorsed by government in Australia. All courses delivered by Evolve College are thereby tailored to Australian workplace outcomes. No guarantee is made in respect of any use which qualifications awarded by Evolve College may have in any context outside Australia. Note that in some instances, another country may require you to re-do all or parts of your study. If you wish to work in any other country upon graduation, it is your responsibility to determine the requirements that may apply, and meeting such requirements will be solely at your cost.

Limit of liability

47. Where permissible under the Australian Consumer Law, Evolve College's liability in relation to a failure to meet a consumer guarantee under the Australian Consumer Law is limited to supplying the service again or the payment of the cost of having the services supplied again.

Other Terms

48. Subject to clauses 29 and 44, 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 of the course materials, in whole or in part, electronically or in any other way, without the prior written consent of Evolve College.

49. 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, or a satisfactory result in Evolve College's language, literacy and numeracy (LLN) assessment, is required before commencing the HLT42021 Certificate IV in Massage Therapy and/or the HLT52021 Diploma of Remedial Massage.

50. Enrolment through the payment option of a VET Student Loan (applicable only to HLT52021 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 clause 32 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.)

51. 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.