



This **Learner Instalment Payment Plan Agreement** ('Agreement') for

(Insert Course name) (the Course)

entered into by and between **Northern Sydney Institute (RTO Provider Code 90011), part of TAFE NSW** (the Institute)

And

(Learner)

Insert full name and Unique Student Identifier (USI)

and/or

(Learner's legal parent/guardian, if Learner is under 18 years of age, acting as guarantor)

Insert full name

Fees and Instalments

The learner fees for the Course total \$_____ (the Learner Fees).

And are to be paid by the following instalments:-

Apprentices

A maximum of up to seven (7) payments based on the length of your course. The first instalment payment of 10% on or before enrolment and four (4) to six (6) payment instalments for the remaining 90% of the Learner Fees spread equally over the duration of the apprenticeship, each payable on or before the due date to be advised.

Non-Apprentices

A maximum of up to five (5) instalment payments based on the length of your course. - The first instalment payment of 20% of the Learner Fees on or before enrolment in the Course and four (4) instalments for the for the remaining 80% of the Learner Fees spread equally over the duration of the Course, each payable on or before the due date to be advised.

BACKGROUND

1. The Learner has applied to enrol in the Course and, correspondingly, to pay the Learner Fees pursuant to this Learner Instalment Payment Plan Agreement
2. By lodging the application for instalment payment of the Learner Fees, the Learner represents and warrants to the Institute that the Learner: –
 - I. Is studying at a course level Certificate I to Certificate IV; or
 - II. Is studying a Statement of Attainment in HSC Studies; or
 - III. Is studying at a course level Diploma to Advanced Diploma and not accessing VET Student Loan assistance; or
 - IV. Is enrolled in a fee-for-service course with a minimum Student Fee of \$500
and
 - V. Is over 18 years of age (otherwise the Guarantor is liable as a party under this agreement); and
 - VI. Has no outstanding debt with TAFE NSW student account; and
 - VII. Is able to pay all of the instalments on their due dates for the duration of the Course.

Terms and Conditions

1. By signing and entering into this Agreement, the Learner and/or the Guarantor acknowledge that they are responsible for correctness of all information provided in connection with entry into this Agreement, including that set out in the Background section of this Agreement and the Guarantor acknowledges that, if the Learner is under 18 years of age, the Guarantor may have no right of indemnity in respect of the Learner
2. The Learner and/or Guarantor agree to pay each and every instalment of the Learner Fees by their respective due dates

Failure to Pay and Discontinuance

3. Failure to pay any instalments may result in discontinuance of study including: –
 - I. attending class;
 - II. sitting for examinations;
 - III. receipt of educational awards; and/or
 - IV. restricted use of amenities and services (including library services and parking).

Discontinuance of Study

4. There will be a full refund of any Learner Fees paid for a course or program, if the Institute cancels the Course or program before it starts.
5. The Learner may be eligible for a partial refund where they withdraw from their qualification and discontinue their studies before the '**Withdrawal with no penalty' cut-off date**
6. The Institute has determined the '**Withdrawal with no penalty' cut-off date** as one (1) working day prior to the commencement of classes or participation in training
7. It is the responsibility of the Learner to notify the Institute of their withdrawal and discontinuation of studies by completing a **Withdrawal/Refund Application Form** within seven (7) days of the Learner's last participation in training. When withdrawing from a Course, Learners will be considered for deferral of their studies before consideration is given to discontinuation. The Learner needs to set out the reasons for their withdrawal and provide supporting documentation, as appropriate. The **Withdrawal/Refund Application Form** must be forwarded to the nearest campus customer InfoPoint

8. For withdrawals at or after the commencement of classes or participation in training, there is no refund for the enrolled units in the Semester in which the learner withdraws and discontinues their studies or, where a course has a duration of less than six (6) months, the Term in which the Learner withdraws
9. Should the instalment payments under the Payment Plan be less than the fees associated with the units that have been commenced or for which there is a record of participation in the Semester or, where applicable, the Term, the Learner will be liable for payment of the outstanding fees associated with those units
10. Any outstanding balance of Learner Fees must be paid no later than thirty (30) days after the Learner advising of withdrawal from the Course. A formal withdrawal application must be completed complying with clause 7
11. The Learner will remain liable for Learner Fees for any delivery or participation as at the time of withdrawal from the Course

Inability to Pay an Instalment

12. If the Learner is unable to make payment of an instalment, the Learner must notify the Institute at least seven (7) days prior to the instalment due date

Liability

13. Cancellation of enrolment in the Course does not cancel the obligation to pay outstanding instalments under this Agreement. The Learner remains liable for payment of all instalments, unless formal notice of withdrawal is received and accepted in accordance with clause 7
14. Where the Learner defaults on any agreed instalment payments, the following may apply: –
 - I. Any outstanding balance becomes payable in full immediately
 - II. The Learner may be suspended from further tuition
 - III. TAFE NSW Outstanding Fees Policy and related procedures will be enforced
 - IV. No subsequent Payment Plans shall be considered
 - V. If the Learner completes the requirements for the qualification in which the Learner is enrolled, but has outstanding fees, the Learner will not be issued with evidence of completion (i.e. testamur or transcript) until such time as the outstanding debt is paid in full
15. The Institute has a flexible and realistic approach to repayment arrangements according to the financial circumstances of the debtor and the amount outstanding
16. Any amounts or instalments not paid by the Learner and/or Guarantor to the reasonable satisfaction of the Institute may be referred to a debt collection agency and may result in additional costs being incurred and charged to the Learner and/or Guarantor
17. If any liability under this Agreement is disputed, the Learner may apply to the Institute Director within seven (7) days to request a reconsideration of the Payment Plan liability but the Learner and Guarantor acknowledge that no financial advice will be provided by the Institute or its representatives but if the Learner requires financial support services the Learner may consult TAFE Counselling and Career Services at the Institute

Privacy

18. The Learner's personal information (as defined by *the Privacy Act 1988* (Cth) [the Privacy Act]) will only be used for the purposes of the Course enrolment, learning and study records, management of the relationship with the Learner, including any Payment Plan, and to comply with any legal obligations and other purposes as disclosed in the Learner's enrolment papers relating to the Course

Variations to Terms and Conditions

19. The Institute may vary the terms of this Agreement by providing the Learner with 30 days' written notice to the Learner and/or Guarantor after which the Learner and/or Guarantor will be considered as having expressly consented to all such amendments to this Agreement.

Disputes

20. In the first instance, any issues relating to the operation of this agreement should be the subject of discussions between the Learner and the Institute but if issues cannot be resolved with the Institute the Learner may wish to seek assistance or review from an independent organisation. These might include:

Training Services NSW
Ph: 13 28 11
www.smartandskilled.nsw.gov.au

NSW Fair Trading
Ph: 13 32 20
www.fairtrading.nsw.gov.au

ACCEPTANCE AND AGREEMENT

By signing this Agreement, the Learner and/or the Guarantor accept this Learner Payment Plan Agreement and the terms and conditions within it.

Applicant signature

Home Address:

Date:

Guarantor signature (if required)

Home Address:

Date:
