



---

This **Employer 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

---

(Employer)

*Insert organisation name and ABN Number*

For

---

(Learner/s)

*Insert full name and Unique Student Identifier (USI). (For multiple Learners, attach a Third Party Payment List of Multiple Learners form/s with the full name and USI for each learner and reference this attachment here.)*

---

## Fees and Instalments

The total Learner Fees for the course for all learners is \$\_\_\_\_\_ (the Learner Fees)

And are to be paid by the following instalments:-

### Apprentices

A maximum of seven (7) payments. 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.

### Trainees

A maximum of five (5) instalment payments. - 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.

## Terms and Conditions

1. The Learner has applied to enrol in the Course
2. By lodging the application for instalment payment of the Learner Fees, the Employer represents and warrants to the Institute that:–
  - I. A training contract establishing the apprenticeship or traineeship under the *Apprenticeship and Traineeship Act 2001* and a proposed training plan for the Learner have been approved by State Training Services;
  - II. The Employer has agreed to be responsible for the payment of the Learner Fees and has completed a *Third Party Request for Tax Invoice* form; and
  - III. Is able to pay all of the instalments on their due dates for the duration of the Course
3. By signing and entering into this Agreement, the Employer acknowledges that they are responsible for correctness of all information provided in connection with the entry into this Agreement
4. The Employer agrees to pay each and every instalment of the Learner Fees by their respective due dates
5. The Employer will be subject to a credit check and must provide information for the credit application process
6. **Only on approval of the Employer's credit application, will Instalment Payments be accepted. If the Employer's credit application is declined, the Employer will be liable to pay the total Learner Fees in full within 28 days from the date of credit application being declined;**

## **Failure to Pay and Discontinuance**

7. Failure to pay any instalments may result in discontinuance of study for the Learner including: –
  - I. attending class;
  - II. sitting for examinations;
  - III. receipt of educational awards;
  - IV. restricted use of amenities and services (including library services and parking);
8. The Employer will remain liable for Learner Fees for any delivery or participation as at the time of withdrawal from the Course

## **Discontinuance of Study by Apprentices and Trainees**

9. In respect of Apprentices and Trainees, there will be a full refund of any Learner Fees paid by Employers for a course or program, if the Institute cancels the Course or program before it starts, provided the Learner has given a withdrawal notice complying with clause 12
10. The Employer 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**
11. 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
12. 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

13. 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
14. 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, the Employer will be liable for payment of the outstanding fees associated with those units
15. 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
16. The Employer 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**

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

### **Liability**

18. Cancellation of enrolment in or during the Course does not cancel the obligation to pay outstanding instalments under this Agreement. The Employer remains liable for payment of all instalments, unless formal notice of withdrawal is received and accepted in accordance with clause 12
19. Where the Employer 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;
20. Any instalment amounts not paid by the Employer as set out in this Agreement may be referred to a debt collection agency and may result in additional costs being incurred and charged to the Employer;
21. If any liability under this Agreement is disputed, the Employer may apply to the Institute Director within seven (7) days to request a reconsideration of the Payment Plan liability but the Employer acknowledges that no financial advice will be provided by the Institute or its representatives;

### **Privacy**

22. The Learner's personal information (as defined by the *Privacy and Personal Information Protection Act 1998*) 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**

23. The Institute may vary the terms of this Agreement by providing the Employer with 30 days' written notice to the Employer after which the Employer will be considered as having expressly consented to all such amendments to this Agreement;

## **Disputes**

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

NSW State Training Services

Ph: 13 28 11

[www.smartandskilled.nsw.gov.au](http://www.smartandskilled.nsw.gov.au)

NSW Fair Trading

Ph: 13 32 20

[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

---

## **ACCEPTANCE AND AGREEMENT**

By signing this Agreement, the Employer accepts this Employer Payment Plan Agreement and the terms and conditions within it.

\_\_\_\_\_  
Employer representative name (please print)

\_\_\_\_\_  
Employer representative signature

Date: