

TERMS AND CONDITIONS

These Terms and Conditions apply to all students who enrol in a course delivered by ACWE, a Registered Training Organisation (RTO 40857) operating under the Standards for Registered Training Organisations 2025. By submitting an enrolment application, you agree to be bound by these Terms and Conditions, ACWE's Code of Practice, and ACWE's Privacy Policy.

1. About ACWE

1.1 ACWE is a Registered Training Organisation delivering nationally recognised vocational education and training in the field of Leadership and Management, within ACWE's current scope of registration.

1.2 ACWE operates in accordance with the Standards for Registered Training Organisations 2025 (comprising the Outcome Standards, Compliance Requirements and Credential Policy), the National Vocational Education and Training Regulator Act 2011 (Cth), and other applicable Commonwealth and State legislation.

2. Enrolment

2.1 Before enrolling, you will be provided with clear information about course fees and charges, course content and structure, assessment requirements, entry requirements, and the vocational outcomes of the course.

2.2 To enrol, you must complete ACWE's enrolment form and provide a valid Unique Student Identifier (USI), or consent for ACWE to create one on your behalf. ACWE cannot issue you with a nationally recognised qualification or statement of attainment without a valid USI.

2.3 ACWE recruits students in a responsible and ethical manner based on Access and Equity principles, and will not knowingly enrol a student into a course that is unsuitable for their needs or that they are not eligible to undertake.

2.4 Where you require language, literacy or numeracy (LLN) support, or reasonable adjustment to assessment, please advise ACWE at enrolment so that appropriate support can be arranged.

2.5 ACWE will assess and recognise, upon request, qualifications and statements of attainment issued by other Registered Training Organisations and will offer Recognition of Prior Learning (RPL) and Recognition of Current Competency (RCC) to all students at enrolment.

3. Fees and Payment

3.1 All applicable fees and charges will be disclosed to you in writing before you enrol. Fees may include tuition fees, materials fees, and any other charges specific to your course.

3.2 Where ACWE collects prepaid fees exceeding \$1,500 from a student, ACWE maintains appropriate fee protection arrangements consistent with the Standards for Registered Training Organisations 2025, so that your fees are safeguarded until your course is delivered.

3.3 Payment must be made by the due date specified on your invoice or payment plan. ACWE reserves the right to suspend access to training and assessment services if payment is significantly overdue and no alternative arrangement has been agreed.

3.4 ACWE's fees are payable in Australian dollars (AUD) unless otherwise agreed in writing

4. Refunds, Withdrawal and Cancellation

4.1 ACWE's refund policy is fair and equitable and is set out in full in ACWE's enrolment documentation, which forms part of these Terms and Conditions.

4.2 If you wish to withdraw from a course, you must notify ACWE in writing. Refund entitlements will depend on how much of the course has been delivered and the notice period provided, as set out in ACWE's fee schedule.

4.3 If ACWE cancels a course or is unable to deliver a course you have paid for, ACWE will offer you a placement in a suitable alternative course or a full refund of unused fees, in accordance with ACWE's fee protection arrangements.

4.4 Nothing in this clause limits any rights you may have under the Australian Consumer Law, which cannot be excluded.

5. Course Delivery and Changes

5.1 ACWE will deliver training and assessment using qualified and experienced trainers and assessors, and will regularly monitor and review its training and assessment services to protect student interests and welfare.

5.2 ACWE may need to make reasonable changes to timetables, delivery modes, trainers, or venues due to operational requirements. Where possible, ACWE will give students reasonable notice of any material change.

5.3 If a training product you are enrolled in is superseded or removed from the national register, ACWE will inform you of the implications and transfer you to a suitable replacement training product in a timely manner.

6. Assessment

6.1 Assessment is competency-based and conducted fairly, flexibly, validly and reliably by qualified assessors, consistent with the Standards for Registered Training Organisations 2025.

6.2 If you are assessed as Not Yet Competent, you will be given a reasonable opportunity for reassessment, in accordance with ACWE's reassessment procedure.

6.3 All assessment submissions must be your own work. ACWE treats plagiarism, collusion and academic dishonesty seriously and may take disciplinary action, including withholding results, where such conduct is identified.

6.4 Where you have successfully met all assessment requirements and paid all agreed fees, ACWE will issue your AQF certification documentation (qualification or statement of attainment) within 30 calendar days of the completion of assessment.

- Submit your own original work for assessment; and
- Notify ACWE promptly of any changes to your contact details or circumstances that may affect your enrolment.

7. Student Responsibilities and Code of Conduct

As a student of ACWE, you agree to:

- Provide true and accurate information at enrolment and throughout your course, including for the purposes of national VET data reporting;
- Engage respectfully with ACWE staff, trainers and other students, and refrain from harassment, bullying, victimisation or discrimination of any kind;
- Comply with ACWE's policies, reasonable directions, and any workplace health and safety requirements at training or assessment venues;

7.1 ACWE may suspend or cancel a student's enrolment for serious or repeated breaches of this Code of Conduct, following a fair process consistent with ACWE's Complaints and Appeals procedure.

8. Complaints and Appeals

8.1 ACWE maintains a documented Complaints and Appeals process, available on request, which provides a fair and timely mechanism for raising and resolving student complaints and assessment appeals, including access to an independent party if a complaint cannot be resolved internally.

8.2 If your complaint or appeal is not resolved to your satisfaction through ACWE's internal process, you may contact the National Training Complaints Hotline on 13 38 73, or the Australian Skills Quality Authority (ASQA) at www.asqa.gov.au.

8.3 Making a complaint or appeal will not disadvantage you or affect your ongoing access to ACWE's services.

9. Privacy

ACWE collects, uses, discloses and stores personal information in accordance with its Privacy Policy, which forms part of these Terms and Conditions and is available on request or on ACWE's website. This includes ACWE's obligations to disclose certain information to the National Centre for Vocational Education Research (NCVER) under the National VET Data Policy.

10. Intellectual Property

10.1 All learning materials, assessment tools and resources provided by ACWE remain the intellectual property of ACWE or its licensors and are provided for your personal study use only.

10.2 You must not reproduce, distribute, sell or otherwise commercially exploit ACWE's learning materials without ACWE's prior written consent.

11. Limitation of Liability

11.1 To the maximum extent permitted by law, ACWE's liability for any loss or damage arising from your enrolment or use of ACWE's services is limited to the resupply of the relevant services or the cost of resupply, except where such limitation is not permitted under the Australian Consumer Law.

11.2 ACWE is not liable for any indirect, incidental or consequential loss, including loss of income or opportunity, except to the extent required by law.

11.3 Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified.

12. Force Majeure

ACWE will not be liable for any delay or failure to perform its obligations where that delay or failure arises from circumstances beyond ACWE's reasonable control, including natural disasters, public health emergencies, industrial action, or failure of third-party systems. ACWE will take reasonable steps to minimise the impact on students in such circumstances.

13. Governing Law

These Terms and Conditions are governed by the laws of New South Wales, Australia, and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

14. Changes to These Terms

ACWE may update these Terms and Conditions from time to time to reflect changes in law, regulatory requirements or our operations. The current version applies to all new enrolments and will be made available on our website or on request. Continued participation in your course after notice of a change constitutes acceptance of the updated terms.

15. Contact ACWE

If you have any questions regarding these Terms and Conditions, please contact us:

- Email: denise@acwe.edu.au
- Post: ACWE Pty Ltd, P.O.Box 1554 Maroubra. NSW 2035
- Phone: +61 4 1292 1134

These Terms and Conditions should be read together with ACWE's Code of Practice, Privacy Policy, and Fees, Refunds and Complaints and Appeals documentation provided to you at enrolment.