

Agreement for payment of Student Fees

This Instalment Plan Agreement ('Agreement') is for the payment of Student Fees owed to Hunter TAFE.

Insert Course name (**the Course**)

entered into by and between

TAFE NSW Hunter Institute of TAFE (RTO Provider Code 90002),

New South Wales TAFE Commission - TAFE NSW Hunter Institute ABN 87 332 107 743 (the Institute)

And

Insert full name (**Student**)

Insert Unique Student Identifier (**USI**)

Insert Learner Number

and/or

Insert full name of Guarantor if required.
(Student's legal parent/guardian, if Student is under 18 years of age, acting as **Guarantor**)

FEES AND INSTALMENTS

The Student Fees for the course total

(**the Student Fees**).

The Student Fees are to be paid as per the PAY BY INSTALMENTS section on the TAFE NSW FEE STATEMENT for the Student **attached** to this Agreement.

The PAY BY INSTALMENTS section specifies:

- the Instalment amounts for the payment of Student Fees (**Instalment Amounts**); and
- the due dates for payment of the Instalment Amounts (**Due Dates**).

If you have more than four (4) Instalment Amounts to be paid, the full details of your Instalment Plan (specifying the Instalment Amounts and the Due Dates) can be viewed on your Learner Portal.

If you require assistance to access your Instalment Plan details on your Learner Portal, please contact your local Campus Customer Service Centre or call 131225.

TERMS & CONDITIONS OF HUNTER TAFE INSTALMENT PLAN AGREEMENT

STUDENT ELIGIBILITY AND DECLARATION

1. The Student has applied to enrol in the Course and has elected to pay the Student Fees by Instalments in accordance with this Agreement.
2. By entering into this Agreement, the Student represents and warrants to the Institute that the Student:
 - 2.1 Is eligible for a Hunter TAFE Instalment Plan:
 - 2.1.1 Student is not enrolled in a qualification eligible for a VET Student Loan, VET FEE-HELP or FEE-HELP;
 - 2.1.2 Student fees must be greater than \$80; and
 - 2.1.3 Course duration is longer than one calendar month;
 - 2.2 Is 18 years of age (otherwise the Guarantor is liable as a party under this Agreement);
 - 2.3 Has no outstanding debt to the Institute or TAFE NSW;
 - 2.4 Agrees to and is able to pay all of the Instalment Amounts on the Due Dates;
 - 2.5 Agrees to contact Hunter TAFE Finance on 131225 prior to a Due Date if the student is experiencing any financial difficulty; and
- 2.6 Has read and understands the terms of this Agreement (including the Fee Statement attached), the Hunter TAFE Fee and Refund Policy and any other applicable TAFE NSW policies referred to in this Agreement.
3. By signing and entering into the Agreement, the Student and/or the Guarantor acknowledge that they are responsible for the correctness of all information provided in connection with this Agreement including the details set out in the Student Eligibility and Declaration section of this Agreement. The Guarantor (if applicable) acknowledges that if the Student is under 18 years of age, the Guarantor may have no right of indemnity in respect of the Student;
4. The Student and/or Guarantor agree to pay each and every Instalment Amount on or before their respective Due Dates as specified in the PAY BY INSTALMENTS section on the Student's TAFE NSW FEE STATEMENT or as outlined on your Learner Portal.

FAILURE TO PAY OR INABILITY TO PAY AN INSTALMENT AMOUNT BY DUE DATE

- 5.1 If the Student is unable to make payment of an Instalment Amount by a Due Date, the Student must notify Hunter TAFE Finance on 131225 prior to the Due Date. See Hunter TAFE Fee and Refund policy for further information.
- 5.2 Failure to pay any Instalment Amounts by the Due Dates may, as the sole discretion of the Institute, result in suspension or discontinuance of Student's Course including:
 - 5.2.1 class attendance;
 - 5.2.2 sitting for examinations;
 - 5.2.3 receipt of educational awards;
 - 5.2.4 restricted use of amenities and services (including library services and parking); and
 - 5.2.5 restrictions to future enrolments

INSTALMENT PLAN TERM

6. The duration of this Agreement is dependent on the duration of the Course and is determined by Hunter TAFE (in its sole discretion), with a maximum term of 2 years to repay the Instalment Amounts.

FORMAL WITHDRAWAL FROM QUALIFICATION/COURSE

7. Where the Student formally withdraws from the Course:
 - 7.1 prior to the commencement of delivery, classes or participation (Withdrawal No Penalty Date), then the Student is entitled to a full refund of their Student Fees;
 - 7.2 after the Withdrawal No Penalty Date, but prior to the Final Fee Liability Date (the date when a Student will be financially liable for all Student Fees – as defined in the Hunter TAFE Fee and Refund Policy) the Student is eligible for a partial refund as determined by the Institute less the Initial Payment/ first Instalment Amount; or
 - 7.3 after the Final Fee Liability Date, the Student is not eligible for a refund of any Student Fees.
For further information, please refer to the Hunter TAFE Fee and Refund Policy.
8. Discontinuation of Studies or Formal Withdrawal of enrolment in the course does not affect the obligation of the Student and/or Guarantor to pay any Instalment Amounts which are outstanding at the date of formal withdrawal and which fall due 7 days after the date of formal withdrawal. The Student and/or Guarantor remain liable for payment of all Instalment Amounts unless formal notice of withdrawal is received and accepted in writing by the Institute in accordance with clause 7.1.
9. To terminate this Agreement, the Student must contact Hunter TAFE Finance on 131225. Termination of this Agreement will be confirmed by email. The Student and/or Guarantor remain liable for payment of the balance of all Instalment Amounts owed.

TERMS & CONDITIONS OF HUNTER TAFE INSTALMENT PLAN AGREEMENT CONTINUED

LIABILITY:

10. On termination of this Agreement for any reason, the Student and/or Guarantor remain liable for the balance of all remaining Instalment Amounts (Student Fees). The balance of Student Fees is to be paid to Hunter TAFE within 7 days of the termination of this Agreement.
11. Where the Student defaults on the Due Date of any Instalment Amounts, the following may apply (at the sole discretion of the Institute):
 - 11.1 Any outstanding balance of Instalment Amounts become payable in full immediately, however Hunter TAFE has a flexible and realistic approach to repayment arrangements according to the financial circumstances of the debtor (Student or person/entity responsible for payment of instalments) and the amount outstanding;
 - 11.2 The Student may be suspended from further tuition;
 - 11.3 TAFE NSW Outstanding Fees Policy and related procedures will be enforced;
 - 11.4 No subsequent Instalment Plans shall be considered; and/or
 - 11.5 If the Student completes the requirements for the qualification in which the Student is enrolled, but has outstanding fees, the Student will not be issued with evidence of completion (i.e. testamur or transcript) until such time as the outstanding debt is paid in full.
12. Any Instalment Amounts not paid by the Student and/or Guarantor to the reasonable satisfaction of Hunter TAFE may be referred to a debt collection agency and may result in additional costs being incurred and charged to the Student and/or Guarantor.
13. If any liability under this Agreement is disputed, the Student may apply to the Institute Director within seven (7) days to request a reconsideration of the Instalment Plan but the Student and Guarantor acknowledge that no financial advice will be provided by the Institute or its representatives however if the Student requires financial support services the Student may consult TAFE Counselling and Career Services at the Institute;

GUARANTOR

14. This clause applies if a Guarantor of the Student is named on page 1 of this Agreement and has signed or executed Agreement.
 - 14.1 The Guarantor guarantees to the Institute the performance by the Student of all of the Student's obligations (including any obligation to pay the Instalment Amounts) under this Agreement, under every extension of it or under any renewal of it and including obligations that are later changed or created.
 - 14.2 If the Student does not pay any money due under this Agreement, the Guarantor must pay that money to the Institute on demand even if the Institute has not tried to recover payment from the Student.

PRIVACY

15. The Student'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 Student, including any Instalment Plan, and to comply with any legal obligations and other purposes as disclosed in the Student's enrolment papers relating to the Course;

VARIATIONS TO TERMS AND CONDITIONS

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

DISPUTES

17. In the first instance any issues relating to the operation of this Agreement should be the subject of discussions between the Student and the Institute but if issues cannot be resolved with the Institute the Student 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

INDEMNITY AND GENERAL

18. The Student and/or the Guarantor acknowledges and agrees that the Institute has entered into this Agreement in reliance on the Student's warranties in clause 2.
19. The Student and/or the Guarantor indemnifies, and will keep indemnified, the Institute and its Related Entities (as that term is defined in the Corporations Act 2001 (Cth)) in respect of any loss, cost, expense or damage suffered or incurred by the Institute arising directly or indirectly out of or in connection with this Agreement (including, but not limited to) any breach or non-observance by the Student of any provision of this Agreement or warranty under this Agreement, breach of any law or statute by the Student or any right or claim by any third party.

GOVERNING LAW AND JURISDICTION

20. This Agreement and all matters arising in connection with it are governed by and will be construed according to the laws from time to time in force in New South Wales and the Parties irrevocably submit to the authority of the Courts in that jurisdiction.

ENTIRE AGREEMENT

21. This Agreement contains the entire agreement between the parties relevant to its subject matter and no regard shall be had to any prior dealings.

ACCEPTANCE AND AGREEMENT

22. By signing this Agreement, the Student and/or the Guarantor accept this Hunter TAFE Instalment Plan Agreement and the terms and conditions within it.
23. The Student acknowledges and agrees that the acceptance by the Institute of this Agreement is subject to and conditional upon the Student returning a fully executed and signed Agreement back to the Institute within 7 days of receipt.

DECLARATION

This section must be completed by the student. Where the student is under 18, it must also be completed by one parent

Student's signature: _____ Date: / /

Address: _____

Guarantor signature: _____ Date: / /

Address: _____

Institute representative: _____ Date: / /

Address: _____

Witness signature: _____ Date: / /

Name: _____
Address _____

Witness signature: _____ Date: / /

Name: _____
Address _____

Witness signature: _____ Date: / /

Name: _____
Address _____