

# Free Diploma Training Enrolment Terms

1. I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing indicated on the enrolment form ('the Application'). Free Diploma is a business name registered by Brett O'Connor (ABN: 55605472345). I agree that on acceptance of the Application by Free Diploma ('Acceptance'), the Acceptance will become the Contract of Enrolment ('the Contract') and further I agree to abide by the following terms and conditions of enrolment:
2. I agree that I am required to use my best endeavours to meet the requirements of the course selected and to abide by the rules and regulations of Free Diploma. I understand that if I breach any of Free Diplomas rules or my behaviour is deemed unacceptable by Free Diploma, my enrolment may be cancelled, and I may not be entitled to any refund under Australian Consumer Laws of the tuition fees or other charges paid to Free Diploma under the Contract as applicable at that time. (Information on Australian Consumer Laws and regulations is located on the ACCC website: [www.accc.gov.au](http://www.accc.gov.au)).
3. I agree that all course related material supplied by Free Diploma are secured by copyright, remain the property of Free Diploma. I understand that any unauthorised copying may constitute a breach of the *Copyright Act 1968* (Cth) (as amended from time to time).
4. I agree that my log-in details cannot be shared. In the case that I do share these details with others it may lead to the cancelation of my enrolment.
5. Course does not include the cost of recommended text books or services referred to learners unless otherwise stated as an incentive to enrol. I agree that payments of ongoing memberships, software applications, products or services relating to the course learning will be my responsibility. Free Diploma will endeavour to use free or low-cost options, however program supporters may recommend other paid options and you are not under any obligation to purchase these options.
6. I agree to join or create an account with real-world businesses that are essential to developing skills on the Free Diploma course, including Facebook.com and LinkedIn.com, and product manufacturers who will provide products for retail sale as required resources and marketing material to be used for training purposes for this course. The suppliers have been selected on the basis that they have a sufficient range of product that does not require upfront payment to allow you to use the marketing and sales systems already established as a case study example only, and in no way is a testimonial or referral for others to join their organisation.
7. I agree to use my personal Facebook profile, or create a professional Facebook profile to use for the course, by the first workshop to undertake training activities and social media marketing.
8. I understand that during this course, Free Diploma will collect evidence of competency to comply with the Rule of Evidence under the Standards for RTOs (2015) which I may use to apply to have the BSB51918 Diploma of Leadership and Management issued by a Registered Training Organisation (RTO) via that RTO's Recognition of Prior Learning (RPL) process. This includes

signing up as a Nu Skin distributor under the Free Diploma trainer (which will be done in the first workshop) to allow the trainer to act as a direct supervisor of my work.

9. I will be required to demonstrate sales skills of limit products to a defined market at stages throughout the course, and I may not progress through to later workshops if I am unable to make sales targets. I understand that it is a requirement of the course to sell the products at a profit and I am intitled to keep and income made as a distributor under the NuSkin business model. Once I progress past this initial training stage, Free Diploma will then train you to select and sell other product and services you choose to sell and help you expand your business. I may choose to continue selling NuSkin branded products as part of my business to earn an income, but understand I am under no obligation to do so to complete the course.
10. Under the "Core Skills for Work" framework, skill demonstrated in a training environment only are not automatically transferable to a real-world business. You understand that the use of a simulated business for learning is not an option in the Free Diploma course.
11. While Free Diploma can teach you the basics of these options and how you could use them to build your business/income, I agree that I may be required to seek expert assistance externally to the training provided by Free Diploma to take advantage of the full functionality of the optional extras.
12. Payments of ongoing memberships, software applications, products or services relating to the course learning may be made by Free Diploma for a limited time as rewards for your proficiency in reaching performance benchmarks well above the competency standard. This will be assessed on a case by case basis in consultation with industry expert coaches and mentors and is dependent on the commissions paid to Free Diploma by manufacturers and suppliers of products and services that you sell as part of the course as a measure of your proficiency. You may sell other products and services outside of the Free Diploma training, however this will not be monitored be counted towards the benchmarks required to receive the bonuses as part of this Free Diploma Training program.
13. This training course has been mapped to the requirements of BSB51918 Diploma of Leadership and Management. The content has been contextualise for a small business learner cohort, specifically for network/relationship marketing based small and family business. If you meet the performance benchmarks (explained in point 6 above), Free Diploma will collect evidence of competency for specific units under the packaging rules of BSB51918 - Diploma of Leadership and Management and submit it to Skills Recognition International (RTO # 32373) for assessment as our preferred provider to issue Qualification via Recognition of Prior Learning (RPL). If you do not meet the performance benchmarks, you may submit your own evidence an RTO with BSB51918 - Diploma of Leadership and Management on it's scope of registration, however, this is not included in the Free Diploma course. In this case, you with have to negotiate a fee directly with the RTO, and we cannot guarantee that an RTO will accept your evidence and issue a qualification (under Standards for Registered Training Organisations (RTOs) 2015).

14. I agree to advise Free Diploma of any change of my address and/or contact details while I am enrolled in any course.
15. Free Diploma maintains a Privacy Policy which can be viewed at [freediploma.com.au](http://freediploma.com.au). In addition to the provisions of this policy, I authorise Free Diploma to release administrative information concerning my performance at Free Diploma (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers, and Registered Training Organisations (RTOs) as part of a formal skills recognition (RPL) process, and will not be used for marketing purposes by third parties. If I do not agree, I must advise Free Diploma in writing. I agree that I will voluntarily sign up to mail list or other organisations that I see could benefit my learning and business development, and Free Diploma will not do this on my behalf.
16. I acknowledge that I have read and understood the Complaints, Grievances and Appeals Policy outlined in this document, and published on the website [freediploma.com.au](http://freediploma.com.au).
17. I hereby acknowledge that I have read, understood and agree to the terms of the Withdrawals, Cancellations and Refunds Policy (Not Applicable to Free training or gifts) outlined in this document, and published on the website at [freediploma.com.au](http://freediploma.com.au).
18. I confirm that the terms and conditions have been made available to me (in this document and promotional material approved by Free Diploma) prior to enrolling and understand that any variation of those stated terms and conditions of the Application for Enrolment must be provided in writing and be signed by an authorised officer of Free Diploma.
19. I confirm that the terms and conditions of Free Diplomas payment providers (PayPal) have been made available to me prior to enrolling and as part of my application.
20. I understand that there is a provisional enrolment period of 48 hours.
21. I understand that after the provisional enrolment period of 48 hours, if I have not provided all required information relating to the course entry requirements including any payment, Free Diploma may cancel my enrolment.

### **Withdrawals & Refunds Policy**

1. I understand that if any payments are made to Free Diploma for products or services, they are not refundable after the 48-hour provisional period has elapsed unless special circumstances apply under Australian Consumer Laws. (provisional for 48 hours, allowing Free Diploma time to process payment, request additional information if required, and for a student to access their course and ensure the product or service meets student's requirements.)
2. I agree that applications for refunds must be made in writing to [hello@freediploma.com.au](mailto:hello@freediploma.com.au).
3. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. If special circumstances apply, the refund request will then be investigated and processed in accordance with the Withdrawals and Refunds Policy stated

above. Notification of the outcome, including a refund if applicable, will be forwarded to me within 28 days of Free Diplomas receipt of the request.

4. I understand that by agreeing to the Terms and Conditions and through the provision of Free Diplomas complaints and appeals process, this does not remove my right to take action under Australia's consumer protection laws.

### **Complaints, Grievances and Appeals Policy**

In the event of a dispute between an individual student and Free Diploma, internal procedures are in place to facilitate the resolution of the dispute.

1. Free Diploma will ensure fair and equitable management of complaints, grievances and appeals by providing a transparent, timely and consistent process for resolving complaints, grievances and appeals.
2. All students will be able to view this policy prior to enrolment and will be advised to read it at the commencement of a course with Free Diploma.

### **Informal Complaints**

All students and prospective students are encouraged to resolve grievances by bringing the matter directly to the attention of Free Diploma. If the student / prospective student is not satisfied with the outcome he/she may choose to lodge a formal complaint under this policy.

### **Formal Complaints**

Students and prospective students must submit their formal complaint in writing via email to: [hello@freediploma.com.au](mailto:hello@freediploma.com.au)

It is essential that the following information is included in the email:

- a. details of the complaint;
- b. supporting information that the complainant wishes to have considered;
- c. an explanation of the steps already taken to try to resolve the complaint informally and why the responses received are not considered satisfactory; and
- d. what the complainant thinks needs to be done to address his/her concerns.

The complainant will be provided with a written report of the steps taken to address the complaint within 28 days of the commencement date of the complaint process.

### **Appeals**

1. If a student or prospective student is not satisfied with a decision made by Free Diploma, he/she has 21 days from the date nominated in the written notification by Free Diploma in which to lodge an appeal. This includes decisions relating to complaints outcomes and assessment appeals, as well as notifications of unsatisfactory academic progress, misbehaviour, refusals of transfer applications, and/or pending cancellation of enrolment.
2. Appeals must be lodged in writing via email to: [hello@freediploma.com.au](mailto:hello@freediploma.com.au)

It is essential that the following information is included in the email:

- a. details of the decision that is being appealed;
- b. brief reasons why you believe the decision is wrong;
- c. any other information the student/prospect wishes to be considered.

3. The student / prospect will be advised in writing of the decision and the reasons for it within 14 days of the commencement date of the appeal process.

If the appeal is upheld the student / prospect will be informed of the action to be taken to resolve the matter. Free Diploma will immediately implement any decision and/or action required.

If the appeal is not upheld the student / prospect may wish to seek external advice regarding other legal remedies.

Students who are enrolled who wish to lodge an external appeal or complain about a decision made by Free Diploma may take action under Australia's Consumer Protection laws by contacting the Office of Fair Trading in their state, or the Australian Skills Quality Authority on <http://www.asqa.gov.au/>. Depending on the circumstances of the case some bodies may require that Free Diplomas internal appeals process first be exhausted before making an external appeal.

### **Third Party Payments**

Payments, including commissions, made to Free Diploma via third parties are subject to the third party's terms and conditions. The terms and conditions are available on the third Party's website.

This course is not government or investor funded and is only possible and financially viable to continue if enough commissions are made from sales of products and services generated as part of the training on the course. This also means Free Diploma has a vested interest in your success, and if you don't earn an income while on this course, we don't either.

### **Additional Costs**

Free Diploma reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond Free Diplomas control necessitate such changes or where the level of enrolments does not reach the minimum numbers required to operate a course viably. Free Diploma also reserves the right to change course fees at its discretion under Australian Consumer Laws.