

Thinking about enrolling to study?

Things to know before you sign up with an educational provider:

You will be required to enter into a contract when you agree to enrol to study with an educational provider. A contract is a legally binding agreement (usually a paper or electronic document which you sign, but it could also be verbal or both) which tells you what you and the educational provider have agreed.

Before you sign up and agree to study you should always:

- Explain what you want to study and/or what qualification you would like;
- Ask if there are any prerequisites for enrolment such as level of English or previous courses that you must have completed;
- Ask about how the course will be provided and the cost;
- Ask how long the course will be, when you can expect to graduate and how to get your qualification;
- Read and understand the contract and any written terms and conditions and take your time before signing any documents or paying any deposit or purchase price.
- Make sure you keep a copy of the paperwork.

What educational providers must not do:

Have you or any of your friends:

- Seen an advertisement for a course or been offered to study a course that turned out to be something different?
- Been approached to study a course and pressured to enrol?

It is against the law for an educational provider to promise, advertise, or behave in a way that is misleading about the course being provided or to pressure you to enrol. There are laws preventing unfair agreements about study.

What an educational provider must provide to you:

Educational providers must comply with Australian Consumer Law when offering study to you. If you are studying or enrolling to study you have automatic rights. These are called Guarantees. If you aren't provided with these rights you may have a right to ask for a remedy such as cancelling enrolment and refund of course fees.

Educational providers must provide study/courses:

- With an acceptable level of care and skill or knowledge that avoids a negative consequence to you;
- That are fit for the purpose or give the results that you and the educational provider agreed;
- Within a reasonable time.

Example:

Latimah wanted to work in aged care and a friend mentioned *Best Education, an educational provider giving a Certificate III in Aged Care which was advertised online. Latimah attended their office to inquire and spoke to the Manager who said that the course was in person and would involve a placement which they would organise. At the end she would receive a certificate in Aged Care Services and they would help her find work. Latimah was urged to pay a deposit to secure her spot as the course was filling up fast. Latimah was worried about whether her English skills were good enough, but was assured that her English was sufficient and that many of the teachers also spoke Latimah's first language.

Latimah did not get time to read the documents she signed nor was given a copy. She paid the \$1000 deposit and was told the course would start in four weeks. Latimah heard nothing and when she followed up was told on the phone that the course had been postponed as not enough students had enrolled. Another two months later Latimah called again and was told no course date had been set. Eventually the Manager offered her a spot in what she promised was a similar course starting in a week and was online. Latimah needed work so she agreed. After a few days of online study, Latimah worried the course was not what she wanted as it was about working in hospitality and she was struggling to understand some of the English. She contacted the Manager who told her it was too late to change courses and she needed to pay Best Education the full course fees of \$3000.

Because Latimah was offered and agreed to study a different course that was supposed to be offered face to face and give her the opportunity to work in aged care, she can end the agreement and ask Best Education for a full refund. She may also be entitled to compensation for lost time and opportunity to find work.

Where to get help:

You should speak to a lawyer if if you have been misled, treated unacceptably or have a problem with an educational provider. You can also contact Consumer Affairs Victoria or the Australian Competition and Consumer Commission (ACCC) for information. You may be advised to first raise the issue with the educational provider - but get legal advice before doing this. If you are unable to resolve the problem yourself, you may wish to contact the Australian Skills Quality Authority or the Victorian Registration and Qualifications Authority to make a complaint. You should get legal advice about your other options.

Contacts:

- Northern Community Legal Centre: (03) 9310 4376
- Consumer Affairs Victoria: 1300 55 81 81
- Australian Competition and Consumer Commission: 1300 302 502
- Australian Skills Quality Authority: 1300 701 801
- Victorian Registration and Qualifications Authority: (03) 9637 2806