

Policy Name	Real Outcomes Guarantee
Date Written	12 June 2020
Responsible dept.	Marketing
Current Version	V1

REFERRAL AGREEMENT

This is a Real Outcomes Guarantee between College for Adult Learning and any affiliate partner that refers users to College for Adult Learning. The first part of the agreement is the Contract Details, which are followed by the Legal Terms.

CONTRACT DETAILS

Parties

College for Adult Learning, 34 207 418 594, Level 1, Building 3 630 Mitcham Rd, Mitcham,

Victoria, 3132 ("**College**");

1300 907 870

admin@collegeforadultlearning.edu.au

- AND -

Current students (the "**Student**").

Agreement Summary

The Terms and Conditions of the Real Outcomes Guarantee provided by the College for Adult Learning are as follows.

1. Definitions

- 1.1 “CAL” means College for Adult Learning Pty. Ltd as The Trustee for Golding/Sabell Trust, TOID 22228
- 1.2 “Real Outcomes Guarantee” means the guarantee provided by CAL to students that are deemed applicable for the guarantee by CAL.
- 1.3 ‘Student’ or ‘students’ means any person or persons with a current Course Registration or completed Course Enrolment with the College for Adult Learning
- 1.4 “Outcome” means the selection of one (1) specified outcome by the student from the categories available in the enrolment form under the ‘reason for study’ section OR the one (1) specified outcome written by the student in the free text field provided on the enrolment form.
- 1.5 The “achievement period” means the time in which the student must achieve their outcome. This begins on the date the student starts the course and ends six (6) months after the student completes the course.
- 1.6 The “eligibility period” means the time in which a student is able to claim the Real Outcomes Reward or Real Outcomes Remedy.
 - 1.6.1 The “eligibility period” to claim the Real Outcomes Remedy is within thirty (30) days after the six (6) month post-course completion period has ended.
 - 1.6.2 The “eligibility period” to claim the Real Outcomes Reward is within the six (6) months after course completion OR within thirty (30) days after the six (6) months after course completion.
- 1.7 “Course” means the Nationally Recognised qualification(s) the student has registered for and enrolled to study during the enrolment period.
 - 1.7.1 “Course” means two (2) Diploma qualifications where the student has registered for and enrolled to study a “Double Diploma” course.
 - 1.7.2 “Course” means one (1) Diploma qualification and one (1) Certificate IV qualification where the student has registered for and enrolled to study a “Dual Qualification” course.
 - 1.7.3 “Course” means one (1) qualification where the student has registered for and enrolled to study a single Diploma or Certificate IV qualification.

- 1.8 The “enrolment period” means the timeframe a student is enrolled with CAL, starting from the date the students’ enrolment form is processed and approved by CAL through to the course expiry date. The CAL enrolment period and any possible exceptions are defined in the Student Handbook (LINK).
- 1.9 “Reasonable grounds” means an outcome determined by CAL to be achievable upon graduation within the specified timeframe. CAL has the express authority to decide this on a case-by-case basis.
- 1.10 “Real Outcomes Guarantee Remedy” means the student does not achieve the specified outcome, and the student is subject to receive CAL’s specified Remedy.
- 1.11 “Real Outcomes Guarantee Reward” means the student achieves specified outcome and the student is subject to receive CAL’s specified Reward.

2. Terms

- 2.1 CAL agrees to provide an eligible student with a Real Outcomes Guarantee Remedy or Real Outcomes Guarantee Reward only when this is claimed during the eligibility period.
- 2.1.1 The Real Outcomes Guarantee Remedy is outlined as two (2) short courses provided by CAL, decided by CAL for the student, at no extra cost to the student.
- 2.1.1.1 The student receiving this remedy must have demonstrated effort and willingness to achieve the outcome within the specified achievement period.
- 2.1.1.2 The appropriate level of effort and willingness demonstrated is determined solely by CAL, supported by any and all relevant documents of proof provided by the student.
- 2.1.1.3 What is defined as appropriate proof is determined solely by CAL. The onus of proof rests on the student, to provide documentation demonstrating reasonable effort in attempting achievement of the specified Outcome in order to claim the Real Outcomes Remedy.
- 2.1.2 The Real Outcomes Guarantee Reward is outlined as access to the students’ choice of two (2) short courses provided by CAL, at no extra cost to the student.

- 2.1.2.1 The student must confirm with CAL their achievement of their outcome, this is done in good faith.
 - 2.1.2.2 CAL has the right to ask for appropriate proof within thirty (30) days following the lodgement of their Real Outcomes Reward claim, that the student has achieved their outcome within the achievement period.
 - 2.1.2.3 What is defined as appropriate proof is determined solely by CAL. The onus of proof rests on the student, to provide documentation demonstrating the achievement of the specified outcome in order to receive the Real Outcomes Reward.
- 2.2 In order to participate in the Real Outcome Guarantee program, the student must define their desired Outcome at the time of filling out their enrolment form for the relevant enrolment period.
 - 2.2.1 Where a student has been invited via email to participate in the Real Outcome Guarantee program after their initial enrolment, they must define their desired Outcome within the time period communicated to them in the email.
 - 2.2.2 The desired Outcome must be deemed by CAL to be achievable with reasonable required effort by the student within the achievement period. CAL has the express authority to decide this on a case-by-case basis.
 - 2.2.2.1 Where a desired Outcome has been deemed unreasonable or unachievable by CAL, CAL reserves the right at its discretion to offer an alternative Outcome to the student for the remainder of the Real Outcomes Guarantee, OR offer the Real Outcomes Guarantee Reward, OR offer the Real Outcomes Guarantee Remedy, OR remove the student from the Real Outcomes Guarantee service entirely.
- 2.3 CAL is not obliged to assist any student in achieving that student's specified Outcome upon graduation from the student's CAL course beyond the products and services it has already agreed to provide.
- 2.4 If a student is completing two or more qualifications in their course, the eligibility period begins on the date of completion of the last qualification being

undertaken with CAL within that enrolment period, and ends six (6) months from this date.

- 2.5 If the student achieves the Outcome prior to graduation from the student's course, the Real Outcomes Reward may be claimed.
- 2.6 If the student withdraws from the course, or fails payment and is thus removed from the course, the student is not eligible to claim the Real Outcomes Reward or Real Outcomes Remedy as provided by CAL.
 - 2.6.1 If the student has already claimed and received the Real Outcomes Reward, CAL reserves the right to remove their access to the Real Outcomes Reward short courses.
- 2.7 We reserve the right to update, change or replace any part of these Terms and Conditions or dissolve the Real Outcomes Guarantee by posting updates and/or changes to our website. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to check this page periodically for changes.

Policy Administration			
Version	Date Approved	Approved by	Next Review Due
1	15 June 2020	Sarah Sabell	June 2021
Compliance References			
Statutory	N/A		
Industry	Vocational Education and Training (VET)		
Document Located	E:\Public Documents\03_CAL Operations\CAL Policies\02_CAL POLICIES STUDENTS		