Terms and Conditions - White Card Course in Western Australia

1. **About the Origin Institute**
   1.1. Welcome to Origin Institute. The white card, general construction course or training (the "**Course**") is a nationally accredited course/training and designed to be undertaken in Western Australia only under the accreditation of WorkSafe WA.
   1.2. The *Course* means white card course, online white card course, white card course, CIT card, white card CiRT or "CPCCWHS1001 – Prepare to work safely in construction industry" or any course adopted by Origin Institute with different name on www.origin.edu.au/white-card-course/wa (the "**Website**").
   1.3. The *Course* is operated by Origin Education Group Pty Ltd trading as Origin Institute (ABN: 37 615 295 295). Please read these terms and conditions (the "**Terms**") carefully. By using or attending our Course, this signifies that you have read, understood and agree to be bound by this Terms and Conditions. If you do not agree with the Terms, you must cease usage of the origin.edu.au (the "**Website**") and our *Course* immediately.
   1.4. Origin Institute reserves the rights to review and change any of the Terms by updating this page at its sole discretion. When Origin Institute updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. **Acceptance of the Terms**
   2.1. You accept the Terms by remaining on the Website, purchasing the Course or using the Course. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Origin Institute in the user interface.

3. **Registration to the *Course***
   3.1. To access the *Course*, you must first read all information and book/pay for a space in any available class of this *Course* on our *Website* (the "**Course Booking**"). As a part of the purchasing process, or as part of your continued use of the *Course*, you must provide all required personal information about yourself, including but not limited to:
      - Full name
      - Email address
      - Mobile phone number
      - Address
      - Password
      - Date of birth
      - Nationality

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- Identification document details
- Original identification documents
- Education background
- Unique Student Identifier

3.2. You warrant that any information you give to Origin Institute in the course of completing the *Booking* and *Enrolment* (as per clause 3.3) will always be accurate, correct and up to date.

3.3. Once you have completed the *Course Booking*, you or the person who is going to undertake this course (the "**Student**") must sign up for the course on our *Online Learning Platform* and complete the *Enrolment Form, ID upload and Learning Competency Assessment* (the "**Pre-assessment**") immediately (the "**Enrolment**") as per the provided email and website instruction. By delaying this step may result in enrolment processing delay and course missing. It is *Student*'s responsibility to complete this step immediately after the *Course Booking.* If you booked or paid this Course on someone else's behalf, then you must ensure the person, who is going to undertake this course, to complete the whole procedure as mentioned in this term (3.3) immediately.

3.4. By purchasing Origin Institute's Course indicates that the *Student* has:

- good daily English communication skills on reading, writing, listening and speaking,
- and will provide all required original copy of identity documents required by the Origin Institute,
- study rights in Australia,
- valid residency or visa status document, which must allow the Origin Institute to verify *Student*'s study eligibility in Australia (the residency or visa status document may include but not limited to government issued Australian Medicare Card, Centrelink Healthcare Card, Australian Birth Certificate, Passport, Visa Grant Letter, Australian Citizenship Certificate, ImmiCard and Vevo Check),
- good computer literacy of word processing, web browsing, app installation, email communication and using virtual meeting software,
- stable and proper internet connection to undertake this *Course*,
- suitable IT equipment to undertake this *Course* as per the *Clause 7*,
- read, understood and agreed all information on our Course website and this Terms and Conditions, and
- read and understood all Origin Institute Policies located at www.origin.edu.au/student-policies.
- residential and/or postal address in Western Australia.

3.5. We reserve the rights to change the *Course*'s starting date and class schedule due to trainer's personal circumstance or our operation needs.

3.6. By purchasing Origin Institute's *Course* means that the *Student* agrees to pay any required services fee on time. Failure to make payment on time will lead to immediate service termination.

3.7. By purchasing and studying the Origin Institute's *Course* you agree that the Origin Institute may record the training session for quality verification purposes.

3.8. The *Student* understands that the Origin Institute may contact the *Student* by email, mobile phone text message or phone call.

3.9. The *Student* understands that the Origin Institute will contact the *Student* by provided email address, or mobile phone number and it is the *Student*'s own responsibility to check the email or text message from Origin Institute intime and to ensure all information and instruction is read and understood.

3.10. The *Student* understands that it is *Student*'s own responsibility to check email and text message in all inbox folders, because the email or text message from Origin Institute may be recognised as junk/spam email or message by the *Student*'s own email or message box provider which is out of Origin Institute's control.

3.11. The Student understands that Origin Institute may be not able to apply for Construction Induction Card (White Card) on behalf of the Student after completion of the training, if he/she already had a Construction Induction Card (White Card). It is the Student's responsibility to contact the SafeWork Authority and get a replacement card after the training. No refund will be given in this case.

3.12. Once booked into our course, Origin Institute applies the same fee and refunds policy as per the Clause 6 of this terms and conditions no matter if the Student already had a Construction Induction Card or not.

3.13. By booking into the online Course, the Student acknowledge that he/she must prepare his/her own personal protective equipment (PPE) before commencement of the Course and make sure they are ready to use during assessment stage of the Course. Four PPEs include:

1. Hardhat (Certified to AS/NZS 1801)
2. Eye Protection (Certified to AS/NZS 1337.1)
3. Earmuff or Ear Plug (Certified to AS/NZS 1270)
4. High Visibility Vest (Certified to AS/NZS 4602.1)

(Note: Clause 3.13 only applies to online course. Students don't need to bring PPE to face-to-face class. More details of PPEs are available in Appendix: PPE)

3.14. The Student acknowledges that to undertake this Course, he/she must reside in Western Australia and is able to supply one of the following types of evidence:

- current Western Australia driver's licence,
- current Western Australia learner driver's permit,
- current Western Australia student identification,
- recent utilities invoice with a Western Australia address and the name of the person to whom the CIT card will be issued,
- Western Australian Construction Industry Training Fund payment eligibility, or
- Western Australian postal address to which the CIT card is to be posted.

4. Licensing and Copy Rights

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4.1. All Course and its related content are sold on the basis that it is used exclusively by the original purchaser or student. Origin Institute reserves the rights to terminate the *Course* if purchaser breaches the Terms.

4.2. No part of the Course and its related content may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without written permission of Origin Institute. Origin Institute reserves the rights to take action against any person who contravenes our copyrights.

5. Rescheduling and Cancellation

5.1. In case of requiring rescheduling and cancellation, the Student must provide written notice by sending an email to support@origin.edu.au.

5.2. Rescheduling or cancellation fee may be charged as per the *Refund and Reschedule Appendix.*

5.3. Origin Institute may provide one goodwill or free rescheduling of a later available class to the *Student* with the following circumstances:

- The Student can't complete the *Course* because the Origin Institute's online training system (the "**System**") is faulty. It means that all *Student*s in such Booking cannot access to the *System* properly. Any individual *Student* who has poor internet connection, improper device, or incorrect software setting is excluded from this circumstance.
- Refer to the *Refund and Reschedule Appendix.*

5.4. Origin Institute doesn't provide the free rescheduling to the Student with the following circumstances:

- The *Student* don't complete the *Enrolment* as per Clause 3.3,
- The *Student* breaches any of this Teams and Conditions,
- The *Student* fails to provide at least 48 hours' notice as required in Clause 5.2,
- The *Student* fail to learn the course content or complete the assessment in accordance with the trainer's instruction,
- The *Student* misses the attendance from the class,
- The *Student* is not responsive to the trainer and reported as fail by the trainer,
- The *Student* doesn't have a proper *device* (as per *Clause 7*) to undertake this *Course*,
- The *Student* provides incorrect contact information,
- The *Student* has been provided one free or goodwill rescheduling,
- The *Student* has poor English and/or computer literacy and is unable to complete the *Course*.

6. Refunds and Cooling Period

6.1. Refer to *Refund and Reschedule Appendix.*

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7. IT Equipment

7.1. The IT Equipment is any computer and/or tablet device with a webcam/ front camera (excluding any mobile phone) and microphone used by the student to undertake this Course (the "**device**").

7.2. It is student's own responsibility to ensure that the *device* is suitable to use Origin Institute online training system for both Enrolment and training purposes.

7.3. It is student's own responsibility to ensure that the internet connection is fast (minimum 10MBPS) and stable enough to undertake this *Course*.

7.4. Origin Institute recommends the student's *device* meets ***this requirement*** when using the Microsoft Teams to attend our live class or using our online learning platform. However, mobile phone may NOT be a suitable *device* for the *Course*.

7.5. If Student attends online class and experiences IT Equipment or internet break down, Student must actively contact Origin Institute for assistance. If the issue can't be resolved and the Student has sought for assistance from Origin Institute in accordance with the *Clause 7.6 and 7.7*, Origin Institute will provide one free rescheduling to a later available class.

7.6. If *Student* experiences IT Equipment or internet break down before or at the start of booked *Course*, student must send email (support@origin.edu.au) or make phone call (03 9548 8306) to Origin Institute for immediate assistance.

7.7. If *Student* online class and experiences IT Equipment or internet break down during the booked *Course*, *Student* must send email (support@origin.edu.au) or make phone call (03 9548 8306) to Origin Institute for immediate assistance. Origin Institute will provide assistance or reschedule as per *Clause 7.5* only when Origin Institute confirms that *Student* attends the Course on time.

7.8. Origin Institute may not provide assistance or free rescheduling to *Student* with following circumstances:

- *Student* informed Origin Institute any IT Equipment or internet break down issue during or after the booked Course, but *Student* neither attended the *Course* on time nor sought assistance from Origin Institute in accordance with the *Clause 7.6 and 7.7*.

8. Unique Student Identifier (USI)

8.1. It is the *Student*'s responsibility to provide a correct USI to Origin Institute at the stage of *Pre-assessment*.

8.2. *Student* must ensure that all personal details recorded in the USI account are match the details in the provided identification document. It is the Student's responsibility to rectify personal information in his/her USI account before the end of the *Course* after the Origin Institute Online Learning Platform has failed to validate the student's USI because the personal information does not match.

8.3. Without providing a correct USI to Origin Institute, Origin Institute would not issue a statement or certificate upon the completion of your *Course*.

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8.4. By booking or undertaking this *Course*, you authorise the Origin Institute to create or retrieve the USI on your behalf.

8.5. By booking or undertaking this *Course*, you must read and agreed to the ***Appendix: Privacy Notice*** below.

8.6. Origin Institute doesn't responsible for any issues from using www.usi.gov.au. Student should contact the USI Office when he/she has any issue from using www.usi.gov.au. USI Office contact information is available on www.usi.gov.au.

9. Payment Authorisation, Dispute and Customer Default

9.1. By booking or purchasing Origin Institute's course, the Student hereby requests and authorises Origin Institute to process/debit Student's/Student's nominated credit card or debit card through credit card network or merchant facility for any amount that Origin Institute may debit or charge in accordance with this Terms and Conditions.

9.2. Origin Institute strives to provide quality training to all students who enrols course with us. In case of course or payment dispute arise, please contact our office by sending email to admission@origin.edu.au, we will try our best to help our Student resolve the issue.

9.3. However, in case where the existing Student is not eligible for the refund as per this Terms and Conditions, but the Student or the payment card holder lodges the credit card payment dispute or chargeback through the card payment bank or card issuer, the Student is in default ("**Default**"). When Student's Default happens, the Student acknowledges and agrees that the Origin Institute is authorised to contact a credit reporting agency throughout this Terms and Conditions to obtain a report about the creditworthiness of the Student.

9.4. When the Student's Default happens, the Student authorises the Origin Institute to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

9.5. When the Student's Default happens, Origin Institute reserves the right to report a Student's delinquent account to a credit reporting agency should payment remain outstanding for more than 30 days.

9.6. When the Student's Default happens, the Student is responsible for all charges and costs are incurred from credit card payment dispute, debt collection and legal proceedings.

9.7. If outstanding payment remain for more than 30 days, Origin Institute may refer any outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Student acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day the Origin Institute refers the matter to their nominated debt collection agency. The Student shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own Student or indemnity cost basis.

10. Flash Sale Class

10.1. Origin Institute may provide Flash Sale class with lower price than usual price. Flash Sale class means any white card classes are labelled with "Flash Sale" wording or price tag equal or lower than $99 on our booking website ("**Flash Sale Class**").

10.2. To book into the Flash Sale Class, the Student must book into the class which labelled with "Flash Sale" in our official online booking page. Origin Institute doesn't provide Flash Sale Class booking service through phone call or any other booking channel. Origin Institute also doesn't provide price difference refund to any Student who already booked into normal price class, even if the same class is offering Flash Sale Class price.

10.3. The Student in Flash Sale Class does not eligible for cooling period as stated in the *Refund and Reschedule Appendix*. Once booked into the Flash Sale class, the Student is not eligible to request for any cancellation or rescheduling.

11. Online Self-Paced Course

11.1. Online self-paced course means the Course require Students to progress through at their own pace without sticking to a predetermined schedule.

11.2. Once booked into a self-paced course, the course fee is not refundable.

11.3. The Student has 90 days to complete the course since the date of course booking. Without completing the course within 90 days, the course will be marked as cancelled and no refund will be given.

11.4. The Student has two (2) attempts to pass all assessments in the self-paced course. Failing more than two times in assessment submission, Origin Institute will charge $29 re-assessment fee for each further assessment submission attempt.

11.5. Once all assessments are submitted, Origin Institute will complete assessment marking in five (5) business days usually. Assessment marking may be delayed for some operation or external reason.

12. Disclaimer

12.1. Origin Institute provides no guarantee that by purchasing and using the *Course* will lead to success result of a statement of attainment or white card. Statement of Attainment and white card will be issue when the student complete the course successfully.

12.2. Origin Institute disclaim all liability for any errors, or for any loss or other consequences resulting from any individual relying on, action upon, any information provided in this *Course*.

Refund and Reschedule Appendix

Circumstances	Class Booking	Session Starts	Refund for Cancellation	Rescheduling Request
			When either cancellation or rescheduling request is requested by the *Student*: Exceptions apply.	

Client can't attend the session because: • changes of mind or changes in his/her own circumstance, • already completed a white card course without informing Origin Institute prior to booking in writing, or • has no study rights in Australia.	Booking made in last 24 hours.	Booked session starts more than 48 hours later	Refund less a $40 admin fee.	Free reschedule to any available classes for the first request, then $75 for each further request.
	Booking was made more than 24 hours ago.	Booked session starts more than 48 hours later	Refund less a $40 admin fee.	Free reschedule to any available classes for the first request, then $75 for each further request.
	Booking made in last 24 hours.	Booked session starts in next 48 hours.	Refund less a $100 admin fee	Reschedule to any available class for $75.
	Booking was made more than 24 hours ago.	Booked session starts in next 48 hours.	Refund less a $100 admin fee	Reschedule to any available class for $75
	Booking was made anytime.	Booked session started.	No refund	Re-book into any available class. Full fee applies.
Missing Attendance	Booking was made anytime.	Booked session started.	No refund	Re-book into any available class. Full fee applies.
Student experiences internet connection issue and Student has sought assistance from Origin Institute as per the Clause 7. (Online class only)	Booking was made anytime.	Booked session started.	No refund	1 free reschedule to any available class (Evidence required) (No other circumstance should be involved)
Student experiences IT equipment issue and Student has sought assistance from	Booking was made anytime.	Booked session started.	No refund	1 free reschedule to any available class (Evidence required) (No other

Origin Institute as per the Clause 7. (Online class only)				circumstance should be involved)
Fail to learn the course content or follow trainer instruction | reported by your trainer	Booking was made anytime.	Booked session started.	No refund	Reschedule to any available class for $75 or at discretion of Origin Institute's management
Fail to learn the course content due to language barrier.	Booking was made anytime.	Booked session started.	No refund, but a once-off course credit will be provided and valid for 6 months (the first attempt only). No refund for second attempt.	Use course fee credit to reschedule another available class in 6 months or rebook another class with full fee.
Fail to present all four PPE as per the clause 3.13 (online class only).	Booking was made anytime.	Booked session started.	No refund	No refund
Fail to complete and pass any part of course assessments.	Booking was made anytime.	Booked session started.	No refund	Student re-book into another class. Full fee applies.
Fail to complete enrolment form, ID verification and/or learning competency assessment before session starts	Booking was made anytime.	Booked session started.	No refund	Reschedule to any available class for $75.
Class Cancelled not at student's own accord.	Booking was made anytime.	-	Full refund	Free reschedule to any available class
• All rescheduling and cancellation request must be in written by sending an email to support@orgin.edu.au. • All other requests must be sent to support@origin.edu.au in writing.				

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- If your circumstance is not covered in this Appendix or have any other concern, please contact us, we will do our best to help you.
- For all group bookings, the above refund reschedule applies to each individual student.
- *Cancellation and rescheduling exception: Flash Sale Class does not eligible for any cancellation or rescheduling.
- Origin Institute provides a three (3) days cooling off period, where a short course has been purchased and the Student has not yet commenced that course. If the Student chooses to cool off their course purchase under this term, Origin Institute will refund the course payment less a $40/student administration fee. **The cooling off period is deemed to be waived if**:
    - the Student commences their course including completing enrolment form, completing and/or submitting Learning Competency Assessments and/or submitting assessment material for that course.
    - the Student will commence their course in next 48 hours.
    - the Student has requested to reschedule their courses.

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Appendix: Privacy Notice

Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

How we disclose your personal information

We are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

How the NCVER and other bodies handle your personal information

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at www.ncver.edu.au/privacy.

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DEWR is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at https://www.dewr.gov.au/national-vet-data/vet-privacy-notice.

Surveys

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

Contact information

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At any time, you may contact ***Origin Institute*** to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

Origin Institute Contact Details

Email: admission@origin.edu.au

Phone: +61 3 9548 8306

Address: 11/20 Duerdin Street, Clayton VIC 3168

Origin Institute Privacy Policy is available from: https://www.origin.edu.au/student-policies

Appendix: PPE

PPE Name	Example Photo	Applicable Australian Standard
Head Protection (hard hat)		Certified to AS/NZS 1801
Eye Protection		Certified to AS/NZS 1337.1
Hearing Protection (earmuffs or earplugs)	 or 	Certified to AS/NZS 1270

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High Visibility Vest		Certified to AS/NZS 4602.1

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