

Student Agreement NSW Smart and Skilled

Domestic subsidised training | Read with your individual enrolment and fee offer

1. Your agreement and enrolment

This agreement is between you and Equinim College Pty Ltd, trading as EQC Institute. It applies to your NSW Smart and Skilled enrolment. Your individual written offer identifies your course, selected units, start and completion dates, delivery mode and location, timetable, equipment requirements, fees and payment arrangements. EQC gives you this information, the course fact sheet and relevant policies before you accept or pay. Ask for explanation or accessible assistance before deciding.

Your recorded acceptance and the individual offer form the agreement. EQC keeps the acceptance record and gives you a copy of the agreed information. No particular website click, IP record or later first login is assumed to be your acceptance. Existing lawful contractual protections are not removed by publication of a new policy.

2. Eligibility, suitability and information

You must be 18 years or older to enrol with EQC. EQC does not accept under-18 enrolments. This is EQC's admission rule; a lower government funding age threshold does not override it. For the usual Smart and Skilled programs, you must also generally live or work in NSW, have a valid USI and no longer be in secondary education, except registered home schooling. Eligible citizenship or residency categories include Australian citizens, permanent Australian residents, New Zealand citizens and specified humanitarian or related visa categories. Special provisions cover eligible Aboriginal or Torres Strait Islander students in defined interstate border areas and eligible refugees and asylum seekers. Apprenticeship and traineeship eligibility is assessed separately against the NSW training contract and program rules.

A subsidised place depends on your verified eligibility, the approved qualification and an available funded place under EQC's applicable agreement. EQC checks evidence and assesses course suitability, including language, literacy, numeracy, digital skills and support needs before enrolment. Qualification entry requirements and funding eligibility are separate. EQC does not offer parent or guardian consent as an exception to its minimum admission age of 18.

Provide accurate enrolment and eligibility information and tell EQC promptly about relevant changes. EQC provides the applicable privacy notice and obtains the required NSW consent before the funding notification process. This agreement does not replace that consent. Personal information is used or disclosed for legitimate training, administration and required reporting purposes; only relevant information is requested.

3. Fees, payments and assessment attempts

Your written fee offer identifies the government-calculated student fee, any eligible exemption, payment dates and any permitted incidental charges before you enrol. The student fee covers the qualification and includes three assessment attempts per unit. Essential learning and assessment materials are included. EQC does not automatically add administration or resource fees to NSW-funded training. Any permitted additional charge must be explained and agreed before it is incurred.

Credit transfer and recognition of prior learning may reduce your fee; EQC recalculates it under the NSW rules and refunds any overpayment. Diploma students are not eligible for the general concession fee, although applicable fee-free categories may apply. Hardship assistance must comply with the funding rules; a student fee cannot simply be waived outside those rules.

Your agreed student fee is not increased merely because a later fee schedule changes or the qualification is superseded. Any transition and fee implications are explained. Fees must be paid by completion, under the disclosed payment arrangement. EQC does not collect more than \$1,500 in prepaid fees for services not yet delivered unless a permitted fee-protection arrangement is in place.

EQC issues fee statements, invoices and receipts. A direct debit needs your authorisation. If payment is overdue, EQC explains the amount and gives you an opportunity to query it and discuss payment arrangements. Only lawful, disclosed and applicable recovery costs may be sought. An unpaid account does not block protected withdrawal or remove refund rights. Third-party payment arrangements do not create undisclosed student liability.

4. Refunds and withdrawal

For NSW Smart and Skilled training, EQC refunds the student fee in full if you withdraw before training starts. After training starts, EQC refunds the unused training portion. If you exit with a lower qualification, EQC refunds any amount paid above the applicable student fee for that qualification. These are EQC's published refund terms; statutory rights and any more favourable existing contractual rights remain available.

Email team@equinimcollege.com with your name, course and intended withdrawal date. No special form or explanation is required simply to withdraw. EQC can help record and confirm your notice. Refund assessment is separate and must not delay withdrawal. EQC provides the calculation and review options in writing. Provider default, forced transfer and other statutory remedies are assessed under the applicable rules.

NSW subsidy does not itself establish eligibility for VET Student Loans. If a separately approved VET Student Loans arrangement applies, clear written withdrawal on or before the relevant census day incurs no tuition fee or loan debt for that part and attracts a refund of upfront tuition and gap payments. No withdrawal penalty or administrative barrier applies to that timely withdrawal. After census day, special-circumstances re-credit and review rights may apply.

See the [Fees, Charges and Refunds Policy and Procedure](#) and [Student Withdrawal Policy and Procedure](#) for the calculation, exit records, transfer process and loan review route.

5. Training, support and your responsibilities

EQC delivers the agreed training and assessment and issues certification for valid achievement under the applicable requirements. Course duration and assessment dates are set out in your individual course information. Complete your own assessment work, follow the agreed study schedule, behave respectfully and safely, and protect your login password. Authorised assistance and reasonable adjustments are available; support must not compromise assessment integrity.

EQC provides access to the Learning Hub and essential course materials. Any computer, internet, software or other equipment you must supply is specified before enrolment, with relevant costs. EQC will not impose undisclosed additional essential costs by a general policy clause. Keep useful copies of your work and contact Student Services promptly if you need help with progress, access or assessment.

You may seek credit transfer, recognition of prior learning, support and reasonable adjustments, and appeal an assessment decision. Personal study use of supplied materials is permitted subject to their licence and lawful exceptions; unauthorised distribution or misuse is not permitted. EQC returns assessment results and feedback as required and does not use a blanket material-retention clause to deny required records.

6. Deferral, extension and return

For NSW subsidised qualifications, deferrals must total no more than 12 months from receipt of your notice. Training must start within 12 months of enrolment despite any deferral. A part qualification lasting less than 12 months cannot be deferred. EQC explains the fee and return implications before confirming a break. If you do not return within the permitted 12-month deferral period, EQC records discontinuation; a later return requires a new enrolment assessment and notification process.

Request a deferral using the [online deferral form](#) or email Student Services with your name, course and requested dates. Relevant supporting information may be requested where needed. A pending request is not approval and does not stop a census day. For more time while continuing study, request an extension; EQC checks your training plan, funding period and course availability and explains the decision and any lawful fee effects. No automatic deferral or extension charge is created by this agreement.

7. Course changes

EQC explains material changes affecting your training, delivery location or arrangements and obtains agreement where required. Applicable course transition, refund and transfer rights remain available. EQC does not reserve an unrestricted right to change agreed fees or services without notice. No employment, licensing, migration or particular assessment outcome is guaranteed.

8. Discontinuation, transfer and cancellation

If you wish to leave, EQC checks whether concerns about its training or assessment can be addressed, without delaying your clear withdrawal notice. For NSW discontinuation, EQC supplies a statement of attainment and associated transcript for completed units within 30 days of notice, an updated training plan and outstanding completed assessment results. Relevant apprentice or trainee notifications are made within 21 days. Valid completed achievement is not forfeited because of unrelated conduct.

Before discontinuing for disengagement, EQC makes at least two contact attempts over seven or more days before the training end date and considers the circumstances. For proposed cancellation, EQC gives reasons, an opportunity to respond and the applicable appeal route. Any additional binding notice or appeal protection in an existing agreement continues. Disputed fees do not turn a voluntary withdrawal into misconduct.

For a voluntary transfer, EQC completes the required transfer steps within 28 days of your notice. If EQC stops delivering the subsidised training, the transfer process starts before delivery ends and is completed within 28 days of starting that process. EQC provides credentials reflecting achievement, a fee/payment statement, updated training plan, outstanding results and refunds owed, and finalises reporting. The applicable rules govern fees at the receiving provider.

9. Complaints and legal rights

Contact Student Services if you disagree with an assessment, fee, refund or other decision. You may make a complaint verbally or in writing and ask for help or representation. The [Complaints and Appeals Policy and Procedure](#) explains internal and independent review. You will not be disadvantaged for raising a concern. Statutory review rights, including VET Student Loans re-credit review where applicable, remain available.

Nothing in this agreement excludes consumer guarantees or other rights that cannot lawfully be excluded. EQC does not limit all remedies to repeating the service. If a term conflicts with a legal requirement, that requirement applies. More favourable existing contractual entitlements are preserved.

Contact and access to documents

Email **team@equinimcollege.com**. For help, call **1800 338 883** or contact Student Services.

Find the course information, handbook and relevant policies on the [Policies and Procedures page](#). Ask EQC for copies or assistance if you cannot access them. Your individual offer must contain the course and fee details needed for your decision; this general agreement is not a substitute for that offer.