

## **Terms and Conditions**

*This document outlines the terms and conditions that must be read and considered with the RTO's Letter of Offer and other enrolment documentation.*

### **International Student Refund Policy Student Default**

Any student wanting to request a refund for whatever reason must do so in writing and within 14 days of the incident taking place, or whatever the reason may be.

Application for a refund must be made in writing and addressed to the PEO, clearly stating the reason for the cancellation.

Non-tuition fees, such as registration/enrolment fees, student kit and materials fees, administration fees and fees paid to education agents are non refundable.

A full refund of the course fees will be given by the RTO only up to twenty eight (28) days prior to the nominated course commencement date. If less than twenty eight (28) days notice is given of the intention to withdraw from the course then a 50% refund will be given. If a student fails to commence with or without notifying the RTO, no refund will be offered, except in special circumstances.

“Special circumstances” under which a refund will be considered and which are beyond the students control:

- In the case of serious illness – verified with a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
- Where a student's Visa has not been granted

If required / or the RTO agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid (less the registration/enrolment fee, student kit, materials fees, fees paid to education agents).

If a student withdraws from a course of study after commencing, for any reason outside those specified under “Special Circumstances” no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.

The RTO agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

The RTO will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with the RTO (for or on behalf of the Student) unless they provide written direction to the provider to pay the refund to someone else. Under no circumstance will the refund be paid to an education agent. All refunds will be paid in the currency in which the fees were paid.

**Note: *This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.***

### Provider Default Refund Policy

In the unlikely event that the RTO is unable to deliver the course in full, students will be offered a refund of all the course money they have paid up to the 'default day'. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. (Note: details of required refunds are outlined in the Department of Education publication, "Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014")

Alternatively, students may be offered enrolment in an alternative course by the RTO at no extra cost to them.

Students have the right to choose whether they would prefer a full refund of course fees, or to accept a place in another course. If they choose placement in another course, the RTO will ask them to sign a document to indicate that they accept the placement.

If the RTO is unable to provide a refund or place the student in an alternative course the Tuition Assurance Scheme (TAS) ACPET – OSTAS will place them in a suitable alternative course at no extra cost to the student.

If the ACPET – OSTAS cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place them in a suitable alternative course or, if this is not possible, they will be eligible for a refund as calculated by the Fund Manager.

<b>Fees</b>
<p>There is a <b>NON REFUNDABLE</b> registration fee of \$200 for processing of enrolment application            Payment of course fees is due when a Letter of Offer and Acceptance is sent to the student            Payment of course fees are paid in advance by semester            Payment of other fees such as health cover, accommodation placement fee, accommodation and airport pick up fees are due when a Letter of Offer and Acceptance is sent to the student</p>

<b>Refund Policy</b>			
Any student wanting to request a refund for whatever reason must do in writing and within 14 days.			
<b>Reason for Refund</b>	<b>Notification Period</b>	<b>Refund</b>	
Student's application for a student visa unsuccessful	Before semester commences	Full refund (less \$200 non-refundable enrolment fee) or less the amount specified under the student default provisions of the Commonwealth ESOS act and regulations (section 27, 28 & 29 and regulation 3.3.5)	
The RTO withdraws offer, fails to provide programme offered or terminates course (The RTO reserves the right to apply the provisions of the Commonwealth ESOS Act 2000)	Before Semester commences	If an alternative course is not available; Full refund of paid tuition fee, enrolment fee and materials fee	
	After Semester commences	Refund of unspent portion of tuition fees paid. No refund is granted for enrolment fee or materials fee.	
Student with a student visa withdraws	Notice of withdraw	Refund amount for any tuition fees paid for the first 3 months	Refund amount for tuition fees paid over

(All withdrawals must be in writing, Agent must also be contacted by student and school)			for 3 months in advance
	28 days or more prior to course commencement	80%	100%
	Between 14 - 28 days prior to course commencement	70%	100%
	Less than 14 days prior to course commencement	No refund	100%
If the RTO withdraws a student from an Education Service because the student has seriously breached international student Visa conditions or the RTO's policies and procedures.	Prior to course commencement	Full refund of tuition fees paid and materials fees paid less any amount for materials already received. No refund of enrolment fee	
	After course has begun	No refund of the fees paid (students may apply for special consideration which will be assessed case by case)	
For onshore students, Visa extension/s not granted by Australian Government but student already commenced his/her course OR student defaults or withdraws from course during visa processing but already commenced his/her course	Prior to course commencement	Full refund of tuition fees paid and materials fees paid less any amount for materials already received. No refund of enrolment fee	
	After course has begun	No refund of fees paid (students may apply for special consideration which will be assessed case by case)	

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Application for a refund must be made in writing and addressed to the CEO/PEO, clearly stating the reason for the cancellation.

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If a student withdraws from a course of study after commencing, for any reason outside those specified under "Special Circumstances" no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.

The RTO agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

The RTO will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with the RTO (for or on behalf of the Student) unless they provide written direction to the provider to pay the refund to someone else. Under no circumstance will the refund be paid to an education agent. All refunds will be paid in the currency in which the fees were paid.

**Note:** This agreement, and the availability of complaints and appeals processes, does not remove the right to take action under Australia's consumer protection laws. The RTO's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.

#### Visa Conditions

- Students must maintain a study load as stipulated in their course(s)
- Students must maintain a rate of progress in the course of study to be able to complete the course in the scheduled timeframe and in accordance with their Confirmation of Enrolment
- Students must have Overseas Student Health Cover prior to arrival in Australia

#### Personal Information

- All information the student provides is true and correct
- If the student changes their address during their studies they will immediately contact the RTO and advise the RTO of their new address details.
- Personal information (such as personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition) provided by the student will be kept private and not shared with any organisation unless legally required to do so. Legally we are obligated to provide your personal information to:
  - ESOS Assurance Fund Manager
  - ACPET – Overseas Tuition Assurance Fund
  - Australian Skills Quality Authority (ASQA)
  - Department of Home Affairs if there are changes to the student's enrolment or unsatisfactory attendance or progress in the course of study
  - Other Government bodies authorised to collect information from the RTO
  - in accordance with the *Privacy Act 1988*