

## GENERAL TERMS AND CONDITIONS OF ENROLMENT

The General Terms and Conditions of Enrolment and the Letter of Offer make up the "written agreement" referred to in standard 3 of The National Code 2018, which governs your enrolment at Australian Ideal College (AIC or 'the College'). The General Terms and Conditions of Enrolment may be amended at any time without prior notice. You may access the latest version of our General Terms and Conditions of Enrolment via <https://aic.edu.au>.

### COURSE COMMENCEMENT

You are expected to commence your studies on the course commencement date shown either on your Letter of Offer or your electronic Confirmation of Enrolment (eCoE). If you do not commence your course or make arrangements for an alternative start date within 14 days after the expected start date where you are under 18 years of age, and within 31 days where you are above 18 years of age, the College will cancel your Enrolment or eCoE (if any) for non-commencement of studies, and you must postpone your course to the next available intake and pay \$100 for each reissued eCoE, should you wish to re-enrol and continue your study.

### STUDENT ORIENTATION

It is essential that you attend orientation, as you will get all necessary important information on academic performance and attendance requirement, distance/online delivery mode, nearby banks and post office, culture differences and age sensitivity etc. The orientation date is normally on Friday, 2 weeks prior to the course commencement date. Therefore, if you are applying for a visa from overseas, you need to ensure you are able to arrive at least 2 weeks prior to the course commencement date and attend orientation.

### CHANGE OF ADDRESS AND CONTACT DETAILS

You must, while in Australia and studying with the College, advise the College as well as the Department of Home Affairs (DHA) of your own, and your emergency contact person's residential address, telephone number and email address within 7 days. It is your responsibility and in your own best interests that you ensure these contact details are always kept up to date with the College, or via our online system <https://ideal.rtdmanager.com.au>. This is to ensure you can continue to receive important information about your course, timetable, fees, possible breaches of your student visa conditions and any other important information.

### PACKAGE COURSE

Courses offered as a package are considered as one course and the commencement date is counted from the first course contained within the package. Once you enrol in a packaged course, you can not apply for a refund of the second and/or subsequent courses after the commencement date of the first course.

### TRANSFER FROM ANOTHER PROVIDER

If you are transferring from another provider to AIC prior to completing six months of your principal course of study, your enrolment is subject to the provision of release from the other provider. It's your responsibility to get yourself released by the other provider.

### TRANSFER TO ANOTHER PROVIDER

A release request will not be approved for transfer or withdrawal prior to at least six months having elapsed in the principal course (being the highest qualification level in a packaged course), except after consideration of limited genuine extenuating circumstances. You must pay all outstanding fees as a prerequisite to granting a release.

### COMPLAINTS AND APPEALS

You are encouraged to attempt informal resolution of any complaint or appeal you may have by directly engaging the staff member(s) or student(s) to whom the complaint or appeal relates. If it is not possible to resolve the complaint or appeal informally, you are encouraged to make a formal complaint in writing using the AIC Internal Appeal Form available at the College's reception or from our website: <https://aic.edu.au>. If you are not satisfied with the result or conduct of the College's internal complaints and appeals process, you may access an external and independent body to lodge your complaint/appeal. For more information, please refer to the Complaints and Appeals policy available at useful downloads under Student Support Services section of our website.

### CREDIT TRANSFER

If you think you have already acquired the outcomes of (a) unit/s of competency for the course you applied at AIC, you may formally apply to have these recognised. You are required to provide the original or certified copy of the full official transcript or statement of attainment relating to the credits you are seeking issued by an education provider. This is an assessment process that involves the assessment of the units studied based on TGA ([training.gov.au](http://training.gov.au)) guidelines and directions regarding the relevant unit(s) of competency. Please refer to our RPL and Credit Transfer Policy and Procedure for more information.

### RECOGNITION OF PRIOR LEARNING (RPL)

If you think that you have already acquired the outcomes of the qualification or unit/s of competency for the course you are applying for, you may formally apply to have these skills recognised. This is an assessment process that involves the assessment of an individual's relevant prior learning (including formal, informal and non-formal learning) to determine the outcomes of an individual application for RPL. Please refer to our RPL Credit Transfer Policy and Procedure for more information.

### DEFERMENT, SUSPENSION AND CANCELLATION

The College will only grant a deferment of commencement of studies or suspension of studies under compassionate and compelling circumstances. Where you have deferred commencement in a Course and subsequently cancel the Course, the original course start date before requesting for deferral will be used as the course start date to determine whether a refund can be made. An eCoE revision fee of \$100 will be charged for each course. The College may suspend or terminate your enrolment due to unpaid fees, general or academic misconduct, or unsatisfactory attendance and/or poor academic progress in accordance with the policies. These policies also include information on your rights to access the College's appeals and grievance procedures which can be found in the Student Handbook on our website.

### DISCONTINUATION OF ENROLMENT

If you wish to discontinue your course or study, you will need to contact Student Services immediately and formally request your enrolment to be cancelled by completing the Course Variation Request Form, available at the reception desk or on our website. An administration fee of \$500 will be charged for any discontinuation of enrolment or termination of studies. Applications for termination of studies must be made in writing two (2) weeks before the commencement of the next term/intake/instalment, or next course if cancelling a package course. Applications will only be processed if you have paid the administration fee of \$500 and the tuition fee for the current semester. If application is received after the deadline, you are obliged to pay the fee for the next term or course fee. No refunds will be given to any fees already paid. If you have not maintained a satisfactory attendance and / or course progress up to the time of transfer or cancellation, the process of reporting you to the DHA will continue, even though you will no longer be officially enrolled with AIC (as per Standard 7 of the National Code).

### EXPULSION FOR DISCIPLINE AND BEHAVIOUR

AIC reserves the right to suspend or expel you for serious breaches of discipline or behaviour. Smoking, possession and/or use of illegal drugs, alcohol or any banned substance on College premises will result in immediate expulsion. Vandalism and graffiti committed on College premises will incur a minimum \$200 fine and may result in expulsion, depending on the extent of damage. No refunds of tuition fees paid will be made in such cases. In particularly serious cases of misconduct that may have legal consequences in the eyes of the law, the College may report you to the relevant authorities for potential prosecution.

### TEACHING HOURS

Teaching hours are set for 20 hours per week face-to-face for English Courses. Teaching hours are set for 13.5 hours per week face-to-face plus 6.5 hours distance/online learning for VET courses. Courses may be offered during the day or evening, Monday to Sunday. Please note that the College closes on public holidays and there is no refund (pro-rated or otherwise) of course fees in respect of those days. If external circumstances prevent us from providing face to face training, we shall then conduct training using suitable online delivery methods.

### FULL TIME STUDY (ATTENDANCE REQUIREMENT)

Australian law requires international students to study full-time. A full-time study is typically defined as a minimum of 20 hours per week for the registered study period. Please note that if your attendance falls below 80% during any 9-week term period (VET students) or the registered study period (ELICOS students), the College will take the following steps: (1.) Review your involvement in school (2.) Provide counselling if necessary (3.) Implement an intervention strategy (4.) If poor performance continues and it's unlikely that you can improve your overall attendance to 80% by the end of the course, the College will report you to DHA. This may lead to the cancellation of your student visa. For more information, please refer to the College's policy and procedure on attendance available at <https://aic.edu.au> under Student Support Services – Useful Downloads.

### SATISFACTORY ACADEMIC PROGRESS

If your academic progress is unsatisfactory, the College will report you to DHA, which could result in the cancellation of your student visa. Unsatisfactory academic progress is defined as failing more than 50% of units in any two consecutive study periods (18 weeks) (VET Students) or your registered study period (ELICOS students). Additionally, if you fail more than 50% of units in a single study period (9 weeks) (VET students) or halfway through your registered study period (ELICOS students), the College will review your academic progress and implement an intervention strategy. For further details, please consult the College's policy and procedure on academic progress available at <https://aic.edu.au> under Student Support Services – Useful Downloads.

### SPECIAL LEAVE REQUEST

Regular holidays are scheduled for vocational students throughout the year. Requests for leave outside the set holidays will be approved under compassionate and compelling circumstances only. Leave requests must be made in writing with supporting documents. Fees remain payable even during periods of leave. You will need to extend your course at additional expense to cover all classes and assessments missed.

## PRIVACY INFORMATION

Pursuant to the National Code 2018, your personal information may be made available by AIC to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS) as well as debt collectors for overdue payments. This information includes your personal and emergency contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a visa condition. The authority to collect this information is also stipulated in the ESOS Act 2000.

## VERIFICATION OF VISA STATUS

The Applicant authorises Australian Ideal College (AIC) to use their personal, passport and travel-document details to verify their visa status and conditions through the Department of Home Affairs' Visa Entitlement Verification Online (VEVO) system before and during enrolment.

The Applicant must provide accurate and current visa information and promptly notify AIC of any changes. AIC may be unable to issue or maintain a Confirmation of Enrolment or permit the Applicant to commence or continue their course if their visa status or entitlement to study cannot be verified.

AIC will handle the Applicant's personal information in accordance with applicable privacy laws and SIHE's Privacy Policy.

## TUITION FEES

Tuition fees refer to course fees only and do not include ancillary fees, such as application fees, RPL fees, material fees, textbook fees, stationary fees and cost of living expenses. All tuition fees and charges must be paid in full prior to course commencement if your course duration is less than 24 weeks, unless a 'payment plan' is arranged with the College. 50% of the tuition fees and all charges must be paid prior to course commencement if your course duration is more than 24 weeks.

## FEES AND WITHDRAWALS

Upon accepting an offer, you assume responsibility for the full course fees. It is your duty to pay these fees promptly. While you have the option to withdraw voluntarily, please note that all fees remain due and payable. If you withdraw, are dismissed, or are otherwise excluded from the course, the outstanding fees must still be settled.

## CHANGE OF TIMETABLE FEE

Once you have enrolled in a timetable you selected, if you later wish to make changes, an administration fee of \$100 will apply.

## OVERDUE AND LATE FEES

You must pay each and every instalment on or before the due date set out in the letter of offer. The College is not obligated to send reminder notices as the due date approaches. Failure to pay by the due date will attract a late payment penalty fee of \$200, and you will not be permitted to attend classes or appear for assessments, nor shall the College grant any administrative requests. Where fees remain overdue, the College reserves the right to cancel your enrolment, notify DHA and take legal action. In addition to outstanding fees, you will be charged all costs incurred by the College. Where a fee is more than 14 days overdue, your enrolment will be cancelled. To re-enrol, you must settle any outstanding payments and penalties, and a re-enrolment fee \$200 will apply.

## OTHER COLLEGE POLICIES

As a condition of enrolment, you agree to comply with all College policies, which may be subject to change from time to time. You can find current policies at <https://aic.edu.au>.

## NON-REFUNDABLE FEES & CHARGES

|                                                                                     |                                                                                                                                                              |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$200 Enrolment Fee; \$200 Re-join Fee; \$100 for rearranging payment schedules     | \$30 for issuing each attendance letter or transcript before course completion                                                                               |
| \$100 for reissuing an eCoE; \$200 penalty for late payment                         | \$0.20 per page for black & white print/copy; \$1.00 per page for color print/copy                                                                           |
| \$100 for reissuing each Certificate of Qualification                               | \$30 for reissuing each attendance letter or transcript; \$30 for reissuing a letter of confirmation of studies                                              |
| \$250 application fee for Credit Transfer; \$20 for reissuing a lost student card   | \$100 for domestic post service and handling; \$250 for international post service and handling                                                              |
| \$250 application fee for Recognition of Prior Learning (RPL) and \$150 per subject | \$150 for re-assessment per unit submitted after the due date before course finish date; \$300 for re-assessment per unit submitted after course finish date |
| \$50 late assessment fee for each assessment task submitted after the due date      | \$600 for work placement arranged by the College; \$300 for practicum site visit if the practicum is not arranged by the College                             |

## REFUND POLICY

- All tuition fees and charges must be paid in full prior to course commencement if your course duration is less than 24 weeks unless a 'payment plan' is arranged with AIC. 50% of the tuition fees and all charges must be paid prior to course commencement if your course duration is more than 24 weeks. Your tuition fees are safeguarded by the Tuition Protection Service (TPS).
- You must complete a refund request form and submit it to the College with any supporting documents. Refunds will be processed within 28 days of receipt and will include a Refund Calculation Form explaining how the refund is calculated.

### 2.1 Grounds for Refund of Fees:

|        |                                                                                                                                                                                                                                                                                                                                   |                                        |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 2.1.1  | Enrolment/application fee, CoE revision charge, material fee, fees charged for administration services ((e.g. late payment penalty fee, re-print transcripts or certificate, etc.), accommodation placement fee, guardian placement fee, airport transfer fee, and any non-refundable fees and charges.                           | Non-Refundable                         |
| 2.1.2  | Withdrawal for visa refusal in writing and received by AIC before course commencement date if the refusal is not due to your actions, such as forged or fraudulent documents, or failure to provide the documents required by DHA                                                                                                 | 100% refund of UNUSED paid tuition fee |
| 2.1.3  | Withdrawal for visa refusal in writing and received by AIC after course commencement date if the refusal is not due to your actions, such as forged or fraudulent document, or failure to provide the documents required by DHA                                                                                                   | 100% refund of UNUSED paid tuition fee |
| 2.1.4  | Withdrawal for visa refusal if the refusal is due to your actions, such as forged or fraudulent documents, or failure to provide the documents required by DHA                                                                                                                                                                    | No refund of any paid fee              |
| 2.1.5  | Termination of enrolment/study for failure to comply with AIC's policies and procedures, Department of Home Affairs visa requirements or breaching a condition of the student visa, failing to comply with Australian Border Force or violating the <i>Biosecurity Act 2015</i> resulting in the cancellation of the student visa | No refund of any paid fee              |
| 2.1.6  | Withdrawal notified in writing and received by AIC 28 days or more prior to course commencement date                                                                                                                                                                                                                              | 50% refund of the paid tuition fee     |
| 2.1.7  | Withdrawal notified in writing and received by AIC less than 28 days prior to course commencement date                                                                                                                                                                                                                            | 30% refund of the tuition fee paid     |
| 2.1.8  | Withdrawal notified in writing and received by AIC on or after the original course commencement date                                                                                                                                                                                                                              | No refund of any paid fee              |
| 2.1.9  | If any submitted application or enrolment document is forged or otherwise fraudulent                                                                                                                                                                                                                                              | No refund of any paid fee              |
| 2.1.10 | a) in the case of visa refusal before student commences course, refunds will attract the lesser of an administration fee of \$500 or 5% of the amount of tuition fee paid; b) in all other cases rather than 2.1.10 a), all refunds will attract an administration fee of \$500                                                   |                                        |

- In the unlikely event that AIC is unable to deliver the course, AIC will either offer you an alternative placement which is acceptable to you, or if you are not satisfied with the replacement, you will receive a full refund of the *unexpended* tuition fees you have paid to AIC. To be specific, it means that the refund is only eligible for the *unused* pre-paid tuition fee. You cannot get refund for any fee you have used, or you have not paid. The refund will be paid to you within 14 days of the day on which the course ceased being provided. The Director of the Tuition Protection Service (TPS) will facilitate access to alternative course placement. The TPS normally uses an online placement service to give you all the information you need so you can understand your options and choose an alternative course that best suits you.
- Fees which are not listed on 2.1 will not be refunded. Prior to enrolling, fees may be altered without notice; it is your responsibility to obtain the most up-to-date fees. Once you have completed enrolment, fees will not be subject to change for the normal duration of the course. If you extend a course length, then any fee increases will be required to be paid for the extended component of the course. If a course length is extended due to the updates of training packages required by the government, then you are required to pay any fee increases for the extended component of the course.
- If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
- If you are under 18 years old, the refund may be paid to you but only with the authority or consent of your parent or legal guardian.
- You agree that the College may change the Cancellation and Refund Policy at any time and the latest policy applied to determine whether you receive a refund will be the policy on the website <https://aic.edu.au>.
- You understand and agree that the College reserves the right to vary its intakes, fees and timetables without prior notice.
- This agreement and the availability of complaints and appeals processes do not remove your right to take action under Australia's consumer protection laws.