





# Terms and Conditions of Enrolment

## 1. AGREEMENT BETWEEN THE APPLICANT AND AUSTRALIA-INTERNATIONAL INSTITUTE OF WORKPLACE TRAINING (AIWT)

- Upon your acceptance of an offer of a place at AIWT, a binding contract is formed between the Applicant and AIWT.
- The applicant undertakes to observe the Terms and Conditions contained here in and to pay all applicable fees and charges during the period of the applicant's enrolment at AIWT.

## 2. PRIVACY OF INFORMATION

- Information is collected during your enrolment in order to meet our obligations under the NVR, ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visa and their obligations under Australian immigration laws generally.
- The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. For a broad outline of the ESOS framework please go to the Australian Government's Australian Education International web site:  
<https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>
- Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service and the ESOS Assurance Fund Manager.

## 3. PAYMENT OF FEES AND CHARGES

- Your Application Fee is not refundable.
- All fees and charges due for semester one are payable in Australian Dollars prior to the commencement of the course on the date specified by AIWT.
- Fees and charges due for all subsequent semesters are also payable in Australian Dollars prior to each semester commencement date, as specified by AIWT, or where approved in advance and in writing on an Approved Payment Plan, on the dates specified on the Payment Plan.
- AIWT reserves the right to withhold issuing your certificate or course materials if payment is not fully made upon completion of your course.
- Failure to make any payment in a timely manner or in full may result in \$100 administration fee charge.
- If payments are overdue, AIWT reserves the right to put classes on hold.
- AIWT has the right to increase tuition fees and charges from time-to-time with notification. AIWT may increase tuition fees and charges from time-to-time and will provide 30 days notification prior to such changes coming into effect.

## 4. SAFEGUARDING TUITION FEES PAID IN ADVANCE

AIWT Management and staff are committed to safeguarding prepaid tuition fees in accordance with the ESOS Act 2000 and the ESOS Amendment (Tuition Protection Service and other measures) Act 2012 (TPS Act) and providing timely and accurate information on course related fee requirements to enrolling and enrolled students of AIWT.

## 5. OVERSEAS STUDENT HEALTH COVER (OSHC)

It is a student visa condition 8501 of the Department of Immigration and Border Protection (DIBP) that students must maintain Overseas Student Health Cover (OSHC) for the duration of your student visa. You will also be responsible for your own accident and property insurance.

## 6. ATTENDANCE

All students are expected to attend classes for 20 hours per week. Students must maintain a minimum of 80% attendance to meet their visa and study requirements.

## 7. CHANGE OF ADDRESS

During the period of your enrolment you are obliged as a condition of your Student Visa to inform AIWT of any change of address details within 7 days of the change in your accommodation arrangements. You are also obliged to inform the Department of Immigration and Border Protection (DIBP) of any change of address as soon as it occurs.

## 8. COURSE CREDIT / RECOGNITION OF PRIOR LEARNING

- AIWT will only process applications for course credit or RPL prior to course commencement.
- If you wish to receive course credit on the basis of previous studies, AIWT requires your academic transcripts with unit names, codes and your results clearly indicated.
- If you wish to receive course credit on the basis of work or life experience, you will need to speak to your assessor to determine documentation required.

## 9. GRIEVANCE AND APPEALS

During the period of your enrolment you may access AIWT's Complaints and Appeals process should you be dissatisfied about the decisions that may be made concerning you by AIWT management. You should also be aware that 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 law.

## 10. TRANSFERS

- Transfers from AIWT to another provider will require you to have completed six months of your principal course of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses.
- Transfers from another registered provider will require you to have a valid Letter of Release. This is a letter authorising a student to be released from one registered provider so that they are able to enrol with another registered provider.

## 11. COURSE MONEY REFUND PROCEDURES

- Where a student believes they have grounds for a course money refund, they should:
- Submit a written request for course money refund to the International Student Manager.
  - State valid reasons for their course money refund application.
  - Allow 28 days for the application to be processed by AIWT Management.

When receiving a refund application the International Student Manager shall:

- Present the application to AIWT Management
- Provide to the student in writing the resulting decision of AIWT Management and how any refund of course money has been calculated.
- Advise the student of their right to appeal\* the decision of AIWT Management.  
(\*AIWT maintains a complaints and appeals process on the basis of natural justice)

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.

**Refund Guidelines** Where a written application is received for a Course Money Refund AIWT staff will follow the following guidelines:

- AIWT refund will be less the maximum of 5% or \$500, whichever is the lesser, for administrative expenses.
- should AIWT Management withdraw its offer or fails to provide the program offered or terminates its course delivery before or after the study period commences AIWT will calculate the refund amount according to the specified method for working out the amount of unspent pre-paid fees.
- should AIWT Management withdraw a student from a Course because the student has

seriously breached international student visa conditions or AIWT Student Disciplinary Policy and Procedures, no refund for tuition fees for the current study period will apply and a full refund of fees paid for any subsequent study period will also apply.

AIWT staff shall ensure that students who dispute AIWT's student default or refund procedures are provided with the access to the AIWT Complaints and Appeals procedure.

AIWT's Refund policy 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.

**Course Money Refunds** Following Provider Default AIWT will provide a total refund of Course Money paid in advance where:

- the course does not start on the agreed starting day.
  - the course ceases to be provided at any time after it starts but before it is completed; or
  - the course is not provided in full to the student because a sanction has been imposed on the registered provider under part 6 (ESOS Act).
- All AIWT refunds will be less the maximum of 5% or \$500, whichever is the lesser, for administrative expenses.

**Course Money Refunds Following Student Default** An overseas student or intending overseas student defaults, in relation to a course provided by AIWT at any AIWT educational location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day and has not previously withdrawn; or
- the student withdraws from the course at the location either before or after the agreed starting day; or
- AIWT refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - the student failed to pay an amount he or she was liable to pay AIWT, directly or indirectly, in order to undertake the course;
  - the student breached a condition of his or her student visa;
  - misbehaviour by the student.

An overseas student or intending overseas student does not default in relation to a course at a AIWT location if the student does not start that course because AIWT defaults in relation to the provision of the course at the AIWT location.

An overseas student or intending overseas student does not default for reasons of misbehaviour unless AIWT accords the student natural justice before refusing to provide, or continue providing, the course to the student at the AIWT location (natural justice is accorded to all students of AIWT through the provision of AIWT's complaints and appeals process).

Please note the following refund circumstances of student withdrawal represents a fair and equitable refund approach which may be adjusted by a provider during up take of this letter of offer.

**Course Money Refund for Student Withdrawal (Student Default)** An enrolled student will be eligible for a tuition fees refund if they provide a written 'Request for course withdrawal' notice to AIWT Management within 4 weeks of the day of course commencement. The refund will in respect to the total amount of tuition fees paid by the student for the current study period and will be less the spent tuition fees provided to the student from course commencement to the default day and less the maximum of 5% or \$500, whichever is the lesser, for administrative expenses. Tuition fee refunds will be calculated on a similar basis for subsequent study periods that are commenced by a student and in which a student withdraws.

In all student withdrawal refunds, subsequent study periods with tuition fees paid for in advance will be refunded in full.

No tuition fees for a current study period will be refunded to a student where a student fails to provide a written 'Request for course withdrawal' notice within 4 weeks of study period commencement. However subsequent study periods with tuition fees paid for in advance will be refunded in full.

## 12. AIWT RULES AND REGULATIONS

- Access and Equity** AIWT is committed to a policy of equal opportunity. The policy has been introduced to protect students and staff from harassment on the grounds of gender, marital status, pregnancy, race, age, sexual orientation, disability, literacy difficulties, family responsibility or family status. Please advise AIWT of any special needs you may have prior to commencement of the training. Students may access their personal records during the course.
- Welfare and Guidance Services** AIWT staff are available to assist you in choosing your course or assist with your educational, vocational and personal needs. We may refer you to other support groups or agencies if it is beyond our capability to assist (Refer to international student handbook for more information).
- Plagiarism** It is not permissible to attempt to submit another person's work and ideas as one's own. To do so constitutes plagiarism and will result in penalties, including exclusion from the unit or cancellation of enrolment. All attempts at plagiarism will be treated extremely seriously.
- Language Literacy and Numeracy Assistance** Should a student encounter learning difficulties during the course, AIWT facilitators will assist as much as possible. However, if it is beyond their area of proficiency, the student may be referred to a specialist at their own expense.
- Accidents and Hazards** All accidents and hazards must be reported immediately to your facilitator, the manager or any AIWT staff.
- Discipline** AIWT expects students to behave appropriately in class. Students are expected to abide by the AIWT Code of Conduct Policy. Student behaviour and conduct is subject to the student disciplinary policy and procedures.
- Facilities** AIWT is well stocked with the most up to date books, journals and magazines. Computers are available with internet connections for student use during AIWT office hours. AIWT's kitchen has a fridge and microwave, which students are welcome to use.
- Orientation** All international students must participate in an orientation program before your course commences in order to familiarise with the AIWT's International student handbook, policies and procedures. AIWT has staff on site that will assist and support you through your studies and living in Perth, Western Australia.

## DECLARATION

I (print full name) \_\_\_\_\_ confirm that

I have read, understood and agreed to: Terms and Conditions of Enrolment, Refund Policy, AIWT rules & regulations and read the info at [www.aiwt.edu.au/perth](http://www.aiwt.edu.au/perth)

I understand that all upfront fees and charges stated in the invoice must be paid prior to the commencement of my course unless I have a fee arrangement with AIWT.

Failure to make any payment in a timely manner or in full may result in \$100 administration fee charge.

Signed \_\_\_\_\_ Date \_\_\_\_\_