



Oxford Institute of Higher Education

**Terms and
Conditions
Australian Student**

Terms and Conditions Version 4.0

Definitions

Unless otherwise defined in this agreement including the terms of reference the following terms shall have the following meanings:

Agreed Starting Date means the date on which the course was scheduled to start, or a later date agreed between OIHE and the Student to be the Agreed Starting Date.

Application Fee means the fee required to be paid by the Student when the Student lodges his or her Student Application Form with OIHE.

Application for Credit Refund Form means OIHE's prescribed refund request form available at OIHE's student services centre.

Business Day means a day on which banks are open for business in Melbourne, other than Saturday, Sunday or a public holiday in Melbourne.

Contact Details includes the Student's Australian postal address, telephone number and email address.

Course Withdrawal Form means OIHE's prescribed course withdrawal form available at OIHE's student services centre.

Cancellation of Enrolment Policy means OIHE's prescribed cancellation of enrolment policy available at OIHE's student services centre.

Default Date means:

- (a) the Agreed Starting Date, if clause 4.1(a)(i) or 4.2(a)(i) applies;
- (b) the day on which the course ceased to be provided, if clause 4.1(a)(ii) or 4.1(a)(iii) applies;
- (c) the day on which the Student withdraws from the course, if clause 4.2(a)(ii) applies;
- (d) the day on which OIHE refuses to provide, or continue to provide, the course to the Student, if clause 4.2(a)(iii) applies; or

Head of Student Services & Administration means OIHE's Head of Student Services & Administration.

Offer Letter means the offer letter from OIHE to the Student specifying the terms of the Student's enrolment offered by OIHE.

Original Starting Date means the date on which the course was scheduled to start, or a later date agreed between OIHE and the Student to be the Original Starting Date and does not refer to any Agreed Starting Date following a deferment period.

OIHE means OIHE institute of Higher Education Pty Ltd, ACN 165694351, OIHE House, Level 4, 123 Lonsdale Street, Melbourne 3000 as specified in the Student's Application Form.

OIHE Brochure means the brochure available on the OIHE website.

Package Program means a package of courses of study comprising more than one course, all of which are offered by OIHE and in which the Student is enrolled.

Personal Details includes the Student's name, gender and date of birth.

Personal Information means any Personal Details, Contact Details, course enrolment details, changes to Personal Information and the information relating to personal circumstances of any suspected breach by the Student of a visa condition.

Refusal, Deferral, Suspension Policy means the refusal, deferral and suspension policy published by OIHE on its official website at <http://www.ozfordhe.edu.au/>.

Student means a student enrolled with OIHE in relation to a Principal Course.

Student's Acceptance Agreement means the prescribed student acceptance agreement attached to the Offer Letter that the Student must submit to OIHE in order to accept an offer of enrolment from OIHE.

Student's Application Form means OIHE's prescribed student application form as published on OIHE's website at <http://www.ozfordhe.edu.au/>.

Student Service Officer means the Student Welfare Officers appointed by OIHE from time to time.

Terms and Conditions means these terms and conditions.

Third Party Fee means any fee paid to a third party, including any airport pickup fee, accommodation placement fee, homestay fee, government examination fee, Overseas Student Health Scheme Cover fees, any costs relating to trade supplies and consumables and any cost of living expense paid to third parties specified in the Offer Letter.

Tuition Fee means in respect of a Student, the amount specified by OIHE in that Student's Offer Letter as the tuition fee, excluding any Third Party Fee.

2. Interpretation

In these Terms and Conditions:

- (a) headings and bold type are for convenience only and do not affect the interpretation of these Terms and Conditions;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, these Terms and Conditions;
- (e) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

- (f) no provision of these Terms and Conditions will be construed adversely to a party because that party was responsible for the preparation of these Terms and Conditions or that provision;
- (g) a reference to time is a reference to Melbourne, Australia time; and
- (h) a reference to \$ is to Australian currency unless denominated otherwise.

3. Terms of Payment

- (a) Upon acceptance by OIHE of the Student's Acceptance Agreement, the following fees (where applicable) become due and payable to OIHE:
 - (i) 50% of the full Tuition Fees for all courses of more than 24 weeks;
 - (ii) all other fees that are listed as due and payable by the Student in this agreement, including the Application Fee.
- (b) For courses of more than 24 weeks, the remaining 50% of the Tuition Fees will be due and payable as specified in the agreement.
- (c) The Student agrees to pay the Tuition Fees and all other fees listed in clause 3(a) for all its courses of study according to the payment schedule described on OIHE's official website www.ozfordhe.edu.au and within the payment terms specified in OIHE invoices
- (d) OIHE may at its sole discretion vary the Tuition Fees or any other fees from time to time.
- (e) If Tuition Fees or any other fees under clause 3(a) remain unpaid after the due date determined under clause 3(c), a late payment fee of AUD\$50.00 per week is payable by the Student.
- (f) Tuition Fees are non-transferable.
- (g) Additional fee(s) will be incurred if the Student wishes to re-enrol in failed subject(s) or competency unit(s).
- (h) If a Student seeks to re-enrol in failed subjects OIHE may charge additional fees
- (i) OIHE will not issue a testamur or statement of attainment until all Tuition Fees that are due and payable have been paid in full.

4. Defaults

4.1 Default by OIHE

- (a) For the purposes of these Terms and Conditions, OIHE is in default if the Student has not withdrawn from his or her enrolled course of study before the Default Date and:
 - (i) the course does not start on the Agreed Starting Date;
 - (ii) the course ceases to be provided at any time after it starts but before it is completed; or
 - (iii) the course is not provided in full to the Student because a sanction has been imposed on OIHE by TEQSA

4.2 Default by the Student

- (a) The Student is in default if:
- (i) the course in which the Student is enrolled starts on the Agreed Starting Date, but the Student does not start the course on that date (and has not previously validly withdrawn from the course in accordance with these Terms and Conditions);
 - (ii) the Student withdraws from the course at any time before or after the Agreed Starting Date but before the Student completes the course; or
 - (iii) OIHE refuses to provide, or continue providing, the course to the Student because one or more of the following events occurs:
 - 1) the Student failed to pay an amount he or she was liable to pay to OIHE, including any Third Party Fees, in order to undertake the course;
 - 2) the Student breached a condition of his or her student visa; or
 - 3) misconduct by the Student.

5. Events giving rise to refund of Tuition Fees

5.1 Refund due to a default by OIHE

- (a) If OIHE is in default in accordance with clause 4.1 and the Student is not in default in accordance with clause 4.2, the Student will be offered a refund of all the Tuition Fees which have been paid by him or her less an amount in respect of tuition services delivered to the Student, calculated in accordance with the following formula:

Tuition Fees paid less Tuition Fees paid x (Number of weeks of tuition delivered / number of weeks for which Tuition Fees have been paid).

- (b) Subject to clause 6.6 & 8, the refund in clause 5.1(a) will be paid to the Student within 14 days after the Default Date.

5.2 No refund for Student default

Where there is a default by a Student under clause 4.2(a) no refund of Tuition Fees paid, including those Tuition Fees paid in advance, will be given to a Student.

5.3 No refund due to a Student's English language deficiency

No refund of Tuition Fees will be given to a Student where that Student fails to achieve an acceptable English language proficiency as determined by OIHE or any pathway provider, in their sole discretion.

6. Refund of fees other than Tuition Fees

6.1 Refund of Application Fee

If OIHE is in default in accordance with clause 4.1 and the Student is not in default in accordance with clause 4.2, the Student will be offered a refund of the Application Fee which has been paid by him or her. In all other cases, the Application Fee is not refundable.

6.2 Third Party Fees

OIHE will have no liability (including as to refunds) to the Student with respect to any Third Party Fees.

However a full refund will be given for materials and student equipment fees paid in advance provided that the materials and student equipment have not been ordered for the Student.

(a) **How to apply for a refund**

(b) In the event of a default by OIHE under clause 4.1(a) or a default by the Student under clause 4.2(a), the Student may complete OIHE's prescribed:

(i) Course Withdrawal Form; and

(ii) Application for Credit Refund Form,

and lodge it with the OIHE accounts manager by registered mail, courier or personal delivery to the address specified in the form.

(c) Students are entitled to a formal statement of attainment on withdrawal, cancellation or transfer, at no additional cost, prior to completing their qualification if the Student has fully paid all Tuition Fees relating to the units to be included on that statement of attainment.

(d) The date for cancellation of enrolment is the date that OIHE notifies the Student that his or her Course Withdrawal Form has been accepted.

7. Account for payment of refunds

Any refunds made by OIHE under these Terms and Conditions will only be paid into the account of the person who made the initial payment.

8. Monies to be retained by OIHE

(a) OIHE is entitled to deduct an amount for administrative expenses (including any referral fees) incurred by OIHE in connection with any refund of Tuition Fees and other amounts to be paid to the Student under these Terms and Conditions.

(b) OIHE is entitled to recover any outstanding Tuition Fees, Application Fees and any other fees or charges which are due and payable to OIHE by the Student under these Terms and Conditions together with any expenses, costs or disbursements incurred by OIHE in recovering these outstanding monies, including but not limited to debt collection agency fees and legal costs.

9. Alternatives to refund of Tuition Fees by OIHE

9.1 OIHE may arrange an alternative course

(a) If OIHE is in default in accordance with clause 4.1(a), OIHE must:

(i) arrange an alternative course at no extra cost to the Student; or

(ii) pay the Student the refund of Tuition Fees in accordance with clause 5.1(b).

(b) The Student has the right to accept a refund of Tuition Fees in accordance with clause 5.1(b), or to accept a place in an alternative course offered under clause 9.1(a)(i) above. If the Student chooses placement in an alternative course, the Student must sign a document to indicate the acceptance of that placement. OIHE will not be liable to provide the Student with a refund of Tuition Fees if the Student accepts the offer under clause 9.1(a)(i) in writing.

9.2 Tuition Assurance Service may arrange an alternative course

- (a) If OIHE is in default in accordance with clause 4.1(a) and is not able to offer the Student an alternative course as described in clause 9.1, the TAS must arrange for the Student to be promptly offered a place in a suitable alternative course.
- (b) TAS will attempt to place the Student in a suitable alternative course or, if this is not possible, the Student will be eligible for a refund from TAS of an amount to be determined by TAS
- (c) OIHE will have no liability or obligation to provide a Student with a refund under clause 9.1(a)(ii) if the Student accepts an offer from TAS under clause 9.2(a) for an alternative course or if the Student receives a refund from TAS under clause 9.2(b) above

10. Medical Treatment

By executing the Student Acceptance Agreement, the Student (authorises OIHE to obtain medical treatment for the Student where it is deemed necessary by OIHE, a staff member or any other person authorised to act on behalf of OIHE;

- (a) agrees to indemnify and hold OIHE, its staff and any other authorised person referred to in clause 0 above harmless for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such medical treatment;
- (b) agrees to immediately notify OIHE if the Student contracts a contagious disease of any kind; and
- (c) acknowledges OIHE's right to remove the Student from OIHE premises and refuse the Student re-entry to the premises until the Student provides satisfactory medical evidence (such as a medical certificate) certifying that the Student is no longer contagious or a threat to OIHE, its members of staff, students or any other person.

11. Student Conduct

The Student acknowledges and agrees:-

- (a) to use his or her best endeavours to meet any requirements of his or her enrolled course(s) of study;
- (b) to comply with the rules, policies and applicable code of conduct as advised by OIHE from time to time;
- (c) to refrain from any behaviour considered unacceptable by OIHE including, but not limited to:
 - (i) rudeness, aggressiveness, and disrespect to OIHE's students and members of staff;
 - (ii) causing any disruption or interference to classes, study environments and the delivery of teaching by members of staff; and
 - (iii) possession of any weaponry including any firearms, knives, dangerous devices and equipment which are reasonably considered to endanger the safety of OIHE's students and members of staff (unless such possession is an OIHE course requirement);
 - (iv) possession and/or sale of alcohol and other drugs
 - (v) plagiarism and/or cheating

- (d) to attend all scheduled classes in accordance with OIHE's attendance policy except where the Student provides a legitimate reason for non-attendance which is accepted by OIHE;
- (e) to comply with the Student's obligation to:
 - (i) attend of at least 80% of its enrolled course classes; and
 - (ii) achieve make satisfactory academic progress;
- (f) to take full responsibility for his or her books, equipment and other personal items and agrees to release, indemnify and hold OIHE and its members of staff harmless against any and all liability and claims which may arise from any loss or damage to such items howsoever caused;
- (g) that it is his or her responsibility to:
 - (i) notify OIHE of a change of his or her Personal Information, including address, email and phone number within 5 Business Days of the change;
 - (ii) comply with all enrolled course requirements including practical components; and
 - (iii) to ensure that each enrolled course requirement, including practical components, is compatible with the Student's religious, philosophical or ideological beliefs and related behavioural constraints;
- (h) that a failure to comply with his or her enrolled course requirements may:
 - (i) adversely affect his or her ability to successfully complete the course; and
 - (ii) adversely affect his or her enrolled course results; and
- (i) OIHE has the right to exclude the Student from its premises if he or she is deemed to be a threat to OIHE or its students.

12. Dispute Resolution and Grievance Procedures

- (a) If any dispute arises between OIHE and the Student relating to the rights and obligations arising out of these Terms and Conditions, the Student must comply with the following dispute resolution process:
 - (i) **Step 1 – Complaint to OIHE members of staff or Student Welfare Officers**

The Student must communicate directly with the OIHE member of staff involved or responsible for the dispute or grievance or the Student Welfare Officer. If the dispute or grievance is successfully resolved, the OIHE member of staff or Student Welfare Officer involved will record the resolution in writing. A copy of the written resolution will be distributed to all parties involved in the dispute or grievance and the Head of Student Services.
 - (ii) **Step 2 – Complaint to Head of Student Services**

If the OIHE member of staff or Student Welfare Officer in Step 1 fails to resolve the Student's dispute or grievance, the Student may lodge a formal written complaint (including all supporting documentation) to the Head of Student

Services. The Head of Student Services will meet with the Student and relevant OIHE member of staff within 10 Business Days of receiving the Student's formal written complaint. The Head of Student Services will provide the Student and relevant OIHE member of staff with a written statement in response to the dispute, including details of the reasoning behind the Head of Student Services' resolution, in a reasonable time.

(iii) Step 3 – Complaint to the Overseas Students Ombudsman

If the Head of Student Services & Administration fails to resolve the Student's dispute or grievance satisfactorily, either party may request the involvement of an external review panel by contacting the Overseas Students Ombudsman on 1300 362 072 (in Australia) or +61 2 6276 0111 (outside Australia). The Overseas Students Ombudsman investigates complaints about problems that overseas students or intending overseas students may have with private education and training in Australia.

- (b) OIHE will keep a complete written record of all disputes or grievance actions taken by a Student.
- (c) The Student has the right but no obligation to be accompanied by a nominee or otherwise be assisted by a support person throughout the dispute resolution process.
- (d) OIHE must maintain the Student's enrolment throughout the dispute resolution process under this clause 12.
- (e) The dispute resolution resulting from the process outlined above under clause 12(a) must be immediately implemented by OIHE.
- (f) OIHE will take the appropriate corrective and/or preventative action to ensure that such a dispute will not occur again (where reasonably appropriate).
- (g) 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.

13. Personal Information

- (a) In this clause 13, any reference to the Student is a reference to both the Student and his or her parent or guardian where the Student is less than 18 years of age.
- (b) The Student acknowledges and agrees that OIHE may share the Student's Personal Information with:
 - (i) the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and their authorised auditors; and
 - (ii) the Student's recruiting agent who may, in OIHE's absolute discretion, also be provided with the Student's welfare information as known by OIHE.
- (c) The Student must notify OIHE in writing of any changes to his or her Personal Information, including address, email and phone number within 5 Business Days of the change.

14. Assistance and Welfare related services

- (a) OIHE will provide or facilitate access to services that assist the Students in meeting their course requirements, complying with their attendance obligations and solving their accommodation issues (**Support Services**).
- (b) OIHE will provide these Support Services at no additional cost to the Students and will not charge the Students for any referral costs incurred by OIHE if an external provider is required for the provision of these Support Services.

15. General

In this clause 15, any reference to the Student is a reference to both the Student and his or her parent or guardian where the Student is less than 18 years of age.

- (a) The Student acknowledges and agrees:
 - (i) that the Student may be required to attend excursions and participate in activities as part of his or her enrolled course;
 - (ii) that the Student is permitted to attend relevant excursions and participate in appropriate activities in connection with his or her enrolled course;
 - (iii) that the Student's course requirements may vary from any past, present or similar courses offered to Students at OIHE in which other Students are enrolled;
 - (iv) not to make any claim against OIHE for any liability, cost, expense, loss or damage of whatsoever nature sustained by the Student in the event that OIHE exercises its right to:
 - (A) vary OIHE's fees and terms and conditions, cancel or defer courses, change course timetables, amend class locations and alter or otherwise modify course structure; and
 - (B) change, update or otherwise modify published course subjects and units and related publications;
 - (v) that the fees and other charges quoted are indicative only and at all times shall be subject to final confirmation by OIHE and these Terms and Conditions;
 - (vi) that Tuition Fees and other fees and charges may vary from time to time;
 - (vii) that the Offer Letter, Student Acceptance Agreement and these Terms and Conditions are not binding upon OIHE unless the Student Acceptance Agreement is signed and dated by the Student and accepted by OIHE;
 - (viii) that where OIHE makes arrangements on a Third Party's behalf in relation to any Third Party Fee, the contractual relationship in respect of those Third Party Fees is between the Student and the relevant third party recipient (**Third Party**) of those Third Party Fees. For the avoidance of doubt, the Student further acknowledges and agrees that OIHE will have no liability (including as to refunds) arising from any contractual relationship between the Student and any Third Party in relation to the Third Party Fees;
 - (ix) that a failure to comply with the Offer Letter, Student Acceptance Agreement and these Terms and Conditions may result in the cancellation of the Student's enrolment and forfeiture of Tuition Fees or other fees and charges paid by the Student to OIHE; and

- (b) OIHE may conduct professional development, days for its staff members on pre-determined dates throughout any year. OIHE will inform its Students of these days in advance as regular classes during those periods will be suspended.
- (c) The Student acknowledges that that he or she has read and understood the OIHE Privacy Policy prior to signing these Terms and Conditions. The OIHE Privacy Policy is available to download from OIHE's official website www.ozfordhe.edu.au.
- (d) The Student acknowledges and agrees that computers and internet access at OIHE are made available to the Student for research, academic and OIHE-related administrative purposes only. Students are permitted to use the Internet for a reasonable time as determined by OIHE and communicated to the students from time to time. Students will be solely accountable to OIHE or any third party for any unauthorised computer usage. OIHE will not be liable for any content and material accessed or downloaded by the Student through the OIHE computer network.
- (e) The Student acknowledges that the Student must commence his or her enrolled course(s) on the Agreed Starting Date. If the Student fails to attend, report to or otherwise communicate with OIHE within 10 days after his or her the Agreed Starting Date, then OIHE may cancel the Student's enrolment
- (f) Where the Student is unable to commence his or her course for reasons beyond his or her control and his or her course has not been cancelled by OIHE pursuant to clause 15(e), the Student must provide to OIHE in writing:
 - (i) the detailed reasons for the Student's failure to commence; and
 - (ii) a proposal for alternative arrangements regarding the Student's enrolment,where OIHE reserves the right to accept or reject any such proposal and cancel the Student's enrolment accordingly.
- (g) To the extent permitted by law, OIHE reserves the right to refuse or cancel the Student's enrolment in any course or courses of study in accordance with OIHE's Refusal, Deferral, Suspension Policy or Cancellation of Enrolment Policy as published on OIHE's official website www.ozfordhe.edu.au.
- (h) These Terms and Conditions are governed by the law in force in Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions.
- (i) These Terms and Conditions may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute these Terms and Conditions by signing any counterpart.