

TERMS AND CONDITIONS OF ENROLMENT (Domestic Students)

Version 7.0

Approving authority	CEO & Governing Board
Purpose	To set out terms and conditions of enrolment
Responsible Officer	Vice President
Next scheduled review	June 2021
Document Location	http://www.ozford.edu.au/higher-education/policies-and-procedures/
Associated documents	Refund Policy Refund Procedure Remission of Fee Help Policy

1. 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 OHIE and the Student to be the Agreed Starting Date following a period of deferral or temporary suspension.

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

Day means a day on which the Institute is open to the public for normal business operations.

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

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 department.

Default Date means:

Provider Default

- (a) the day on which OIHE did not commence delivery of a scheduled course; or
- (b) the day on which OIHE ceased to provide a course; or

Student Default

- (c) the day on which OIHE refused to provide, or continue to provide, the course to a Student due to the student either:
 - (i) failing to make a payment;
 - (ii) misbehaviour by the student
- (d) the day on which the Student withdraws from the course; or
- (e) the day on which a Student failed to commence/recommence a course of study-

DESE means Australian Government Department of Education, Skills and Employment.

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

OIHE means Ozford Institute of Higher Education Pty Ltd trading as Ozford Institute of Higher Education (ACN 165 694 351/ CRICOS Provider 034298B) as specified in the Student's Application Form.

Contact Details includes:

- 3.5.1 the student's current residential address, mobile number (if any) and email address (if any)
- 3.5.2 who to contact in emergency situations

Personal Information has the meaning given by section 179-5 of the Higher education Services Act 2003

Provider Default OIHE-defaults, in relation to-student and a course at a location, if:

- (a) the provider fails to start providing the course to the student at the location on the agreed starting day; or
- (b) after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Satisfactory Course Progress A Student is regarded as not making satisfactory course progress if they do not successfully complete or demonstrate competency in at least 50% of the course requirements in each of 2 consecutive trimesters

Student means a person who has accepted an offer of enrolment by signing Student Acceptance Agreement;

Student Default student defaults, in relation to a course at a location, if:

- a) 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
- b) the student withdraws from the course at the location (either before or after the agreed starting day); or
- c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
- d) the student failed to pay an amount payable to the provider for the course;
- e) misbehaviour by the student

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

Terms and Conditions means these terms and conditions.

Third Party Fee means any fee paid to a third party, including costs relating to trade supplies and consumables and any cost of living expense paid to third parties specified in the Letter of Offer and Student Acceptance Agreement.

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

2. Terms of Payment

- a) Unless applying for FEE-HELP, the Student agrees to pay the Tuition Fees and all other fees for all its courses of study according to the payment schedule described in the Letter of Offer and Student Acceptance Agreement. OIHE may also subsequently issue invoices accordingly.

Ozford reserves the right to increase tuition and non-tuition fees on an annual basis. Fees will not normally rise above 6 per cent per annum. Should OIHE decide to increase its fees, students will be notified at least one trimester in advance, and any increase will take effect on 1 January of the following year.

- b) If Tuition Fees or any non-tuition fees remain unpaid after the due date specified in the OIHE invoices, a late payment fee of AUD\$50.00 per week is payable by the Student.
- c) Tuition Fees are non-transferable.
- d) Additional tuition fee(s) will be incurred if the Student wishes to re-enrol in failed unit(s)

- e) If a Student seeks to re-enrol in failed units, OIHE may charge additional fees in the amount of \$2,250 per unit of study.
- f) No statement of results or testamur will be issued to a Student until all Tuition and non-Tuition Fees that are due and payable have been paid in full.

3. Refund of fees

- a) If written notice of student withdrawal (cancellation of enrolment or deferment) is received 14 days before trimester commencement, trimester fees will be refunded in full, minus a withdrawal fee of 5% of the total course fees for that trimester. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, there will be a 5% withdrawal fee of the total trimester fees.
- b) If written notice is received of student withdrawal or deferment after enrolment and prior to or on the Census date, students paying up-front fees to OIHE will be liable for a withdrawal fee of 10% of the total course fees for that trimester and the balance of fees paid for units not commenced will be refunded. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, there will be a 10% withdrawal fee of the total course fees for that trimester levied.
- c) Withdrawal or deferment after enrolment and after the Census date will result in no refund of the relevant trimester's fees, unless special circumstances apply. A FEE-HELP debt will be incurred for all enrolled units of study and deferment is not permitted after the Census date in either trimester.

4. Remission of fees

- a) In some special circumstances a student who withdraws from their studies after the census date can apply for refund of unused fees or remission of FEE-HELP debt. Such special circumstances are those that:
 - are beyond a student's control; and
 - do not make their full impact on the student until on, or after, the census date; and
 - make it impracticable for the student to complete the requirements for the unit in the period during which the student undertook, or was to undertake the unit.
- b) A student cannot apply for remission of fees if they have successfully completed the requirements of that unit. A student who receives a fail grade is not able to apply for a remission.
- c) Being unable to meet the academic and financial requirements of a unit does not of itself make a student eligible for remission of fees.
- d) When a student's tuition fee for a teaching period is remitted due to special circumstances, the student continues to be liable for any applicable Application Fee and Materials and Resources. Any Materials and Resources debt incurred by a student for that teaching period cannot be remitted under any circumstances. Applications for remission of fees cannot be processed where there are any outstanding fees or payments and resources.
- e) An application for remission of fees must be made in writing within 3 months of the withdrawal date, or if the student has not withdrawn, within 3 months of the end of the period of study in which the unit was, or was to be, undertaken.
- f) The 3 month time limit cannot be extended unless the applicant can substantiate that it would be unreasonable to expect them to submit their application due to serious illness or other circumstances which a reasonable person would consider to be impractical for them to have lodged their application within 3 months of the withdrawal date or the study period in which the unit was, or was to be, undertaken.
- g) Where an application is declined for being made out of time the applicant cannot seek reconsideration of the decision by the Institute.
- h) Applications for remission of fees must be substantiated with adequate supporting documentation such as a medical certificate or letter from a health professional.
- i) Applications for remission of fees will be assessed and the student notified of the outcome within 20 working days of receipt of application.
- j) If the student is dissatisfied with the outcome of the application as outline in clause 4.8 of this policy, the student can lodge a formal complaint by writing to the Internal Review Panel - oihess@ozford.edu.au within 28 days from the receipt of the original decision.

- k) Students who may not be satisfied with the outcome of their appeal or complaint can apply to the following agencies/departments for a review of the decision: Higher Education students • Administrative Appeals Tribunal (AAT)

5. Medical Treatment

By signing the Student Acceptance Agreement, the Student (and his or her parent or guardian where the Student is less than 18 years of age):

- (a) 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;
- (b) agrees to indemnify and hold OIHE, its staff and any other authorised person referred to in clause 5(a) 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;
- (c) agrees to immediately notify OIHE if the Student contracts a contagious disease of any kind; and
- (d) Acknowledges OIHE's right to remove the Student from the Institute premises and refuse the Student re-entry to the school premises while the student presents a risk to staff and other students. The Student may recommence studies which satisfactory medical evidence (such as a medical certificate) is provided certifying that the Student is no longer a risk to OIHE, its members of staff, students or any other person.

6. Student Conduct

The Student acknowledges and agrees:

- (a) to use his or her best endeavours to achieve satisfactory course progress and 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 and/or sale of alcohol and other drugs;
 - (iv) academic misconduct including plagiarism and/or cheating.
- (d) to attend all scheduled classes in accordance with OIHE's attendance policy except where the Student provides medical or other compassionate or compelling reasons for non-attendance which are accepted by OIHE;
- (e) 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;
- (f) OIHE has the right to exclude the Student from the OIHE's premises if he or she is deemed to be a risk to OIHE or its students.

7. Dispute Resolution and Administrative 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 can complain or appeal as outlined by the OIHE Student Grievances and Appeals Policy which can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>
- b)
- c) If after the Complaints and Appeals processes the student is still not satisfied with the decision of OIHE, they can then decide for the matter to be dealt with through an external mediation service. If the student decides to go to external mediation, they must write to the Chief Executive Officer to advise of their decision, no later than ten (10) working days after the notification of the outcome of their appeal.

- d) OIHE will participate fully in this process and will meet all reasonable costs incurred.
- e) .

8. Personal Information

In this clause, 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 that OIHE may share the Student's Personal Information in accordance with the Privacy Act 1988 with:

- a. the Australian Government and designated authorities

Further information can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

9. Contact details

- b) While enrolled at OIHE, the student must provide OIHE with any changes to their contact details including:
 - a. within 7 days of the change.

10. Attendance and/or Satisfactory Course Progress

Where OIHE determines that a Student has failed to demonstrate Satisfactory Attendance and/or Course Progress, OIHE will notify the Student in writing of its intention to cancel the enrolment of the student. The Student will be provided with Days, commencing on the date of the notice to appeal the decision of OIHE. The attendance and course progress policy and procedures can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

11. General

In this clause, 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's course requirements may vary from any past, present or similar courses offered to Students at OIHE in which other Students are enrolled;
- (iii) 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, 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.

To the extent permitted by law, OIHE reserves the right to cancel the Student's enrolment in any course or courses of study in accordance with OIHE's Deferring, suspending or cancelling a student's enrolment - Policy & Procedures to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

(b) This written agreement, and the right to make complaints and seek appeals of decisions and actions under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

(c) 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.

- (d) If the student or intending student is under 18 years of age, this written agreement must be signed or otherwise accepted by the student's parent or legal guardian.
- (e) The student is responsible for keeping a copy of this written agreement, and receipts of any payments of tuition fees or non-tuition fees.

I accept and agree to all fees and charges and the conditions of enrolment as detailed in this agreement.

Student Full Name _____
 Student Signature _____
 Date (dd.mm.yyyy) _____

11. VERSION CONTROL

Version	Date approved	Description	Approved by
4.1	June 2014	Initial Developed	CEO & GB
6.0	June 2018	Change of National Code 2018	CEO & GB
	July 2019	Internal Review with Fee Help	CEO & GB
7.0	January	Internal Review Related to Fee Increment	CEO & GB
Related legislation/ regulation/standard	HES Threshold Standards 2015, Domain 7 ESOS Act 2000, National Code 2018, Standard 3		