

TERMS AND CONDITIONS OF ENROLMENT (Domestic Students)

Version 8.0

Approving authority	CEO & Governing Board
Purpose	To set out terms and conditions of enrolment for domestic students of Ozford Institute of Higher Education (the Institute)
Responsible Officer	Executive Director
Next scheduled review	May 2023
Document Location	http://www.ozford.edu.au/higher-education/policies-and-procedures/
Associated documents	Domestic Student Fee Refund and Remission Policy and Procedure

1. Definitions

Agreed Starting Date means the date on which the course was scheduled to start (Commencement Date), or a later date agreed between the Institute and the Student to be the Agreed Starting Date following a period of deferral or temporary suspension.

Application Fee means the fee required to be paid by the Student when the Student lodges the Application Form with the Institute.

Application for Refund Form means the Institute's prescribed refund request form.

Business Day means a day on which banks are open for business, other than Saturday, Sunday or a National/State declared public holiday.

Commonwealth Assistance Notice (CAN) The CAN includes important information about the Student's enrolment, any HELP debt the Student has incurred or the contribution amounts that the Student has paid, and any loan fee the Student has incurred.

Census Date means the date at which the Student's fee liability is assessed. The Census dates are published on the Institute website and vary depending on the academic period.

Contact Details includes the Student's current Australian residential and postal address, telephone number, email address and emergency contact details. For Students under the age of 18 this includes the Student's parents or legal guardian's contact details.

Course Withdrawal Form means the Institute's prescribed course withdrawal form.

FEE-HELP An Australian government loan scheme that helps eligible fee paying students pay their tuition fee

FEE-HELP student An eligible domestic student who opts to participate in the FEE-HELP Australian government loan scheme.

Full fee paying student A domestic student (the Student) who opts to pay all fees upfront without applying for any Australian Government funding or loan.

HESA means the Higher Education Support Act 2003.

The Institute means Ozford Institute of Higher Education Pty Ltd trading as Ozford Institute of Higher Education (ACN 165 694 351/ CRICOS Provider 034298B).

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

Personal Information has the meaning given by section 179-5 of the Higher Education Support Act 2003.

Provider Default Under HESA 2003, the Institute defaults in relation to the Student if:

- a) the Institute fails to start to provide a unit of study to the Student on the day on which the unit was scheduled to start or the Institute ceases to provide a unit of study to the Student on a day after the unit starts but before it is completed; and
- b) the Student has not withdrawn before that day; and
- c) the Student was entitled, or would have been entitled, to “FEE-HELP assistance” for the unit of study; or
- d) if any other circumstances prescribed by the Higher Education Provider Guidelines apply in relation to the Institute and the Student

Satisfactory Academic Progress This occurs when a student passes 50% or more of the units in which the student has been enrolled in a study period as described in the Academic Progress Policy.

The Student means a domestic applicant who has accepted an offer of enrolment by signing a Student Acceptance Agreement. Any reference to the Student is a reference to both the Student and the Student’s parent or guardian where the Student is less than 18 years old.

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

Terms and Conditions means these Terms and Conditions of Enrolment (Domestic Students).

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 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 and Student Acceptance Agreement.

TPS means the Tuition Protection Service provided by the Australian Government.

Trimester One trimester is one study period. It is also referred to as one unit of study in FEE-HELP context.

Tuition Fee means the amount specified by the Institute in a Student’s Letter of Offer and Student Acceptance Agreement as the tuition fee.

Unit of Study One unit of study in FEE-HELP context refers to one trimester or one study period in the Institute.

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. The Institute may also subsequently issue invoices accordingly.
- b) If applying for FEE-HELP, the Student will receive a Commonwealth Assistant Notice (CAN) after the census date of each trimester.

The Institute reserves the right to increase tuition and non-tuition fees on an annual basis. Fees will not normally rise above six per cent per annum. Should the Institute 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.

- c) If the Student does not have FEEHELP funding and the Tuition Fees or any non-tuition fees remain unpaid after the due date specified in the Institute’s invoices, a late payment fee of AUD50.00 per week will be payable by the Student.
- d) Tuition Fees are non-transferable.
- e) Additional tuition fee(s) will be incurred if the Student wishes to re-enrol in failed unit(s).
 - a. If the Student does not have FEEHELP funding and seeks to re-enrol in failed units, the Institute may charge additional tuition fees in the amount of \$2,250 per subject for undergraduate program and \$3,250 per subject for postgraduate program.
 - b. Where the Student has FEE-HELP funding and seeks to re-enrol in failed units, a Commonwealth Assistant Notice (CAN) will be sent to the Student for the re-enrolled subjects after the census date.

- f) If the Student does not have FEEHELP funding, no statement of results or testamur will be issued to the Student until all Tuition and non-Tuition Fees that are due and payable have been paid in full.

3. Refund of Fees

Before Course Commencement

- a) If a written notice of the Student's withdrawal is received before the Agreed Starting Date, any tuition fees paid for the course will be refunded in full, minus a financial penalty fee of 5% of the total tuition fees for the first trimester. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, a financial penalty fee of 5% of first trimester tuition fees will be charged.

After Course Commencement and Before Census Date

- b) If a written notice of the Student's withdrawal is received after the Agreed Starting Date and prior to or on the Census date, any tuition fees paid for the course will be refunded in full, minus a financial penalty fee of 10% of the total tuition fees for the first trimester. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, a financial penalty fee of 10% of first trimester tuition fees will be charged.
- c) If a written notice of the Student's withdrawal is received after the commencement date of any subsequent trimester and prior to or on the Census date of the subsequent trimester, any tuition fees paid for the subsequent trimester will be refunded in full, minus a financial penalty fee of 10% of the total tuition fees for that trimester. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, a financial penalty fee of 10% of the subsequent trimester tuition fees will be charged.

Post Census Date

- d) If a written notice of the Student's withdrawal is received after the Agreed Starting Date and the Census date of the trimester, there will be no refund of the relevant trimester's tuition fees, unless limited circumstances apply. A FEE-HELP debt will be incurred for all enrolled units of study.

Provider Default

- e) If, for any reason, a Provider Default occurs, i.e.: the Institute is unable to start delivery or ceases to continue to deliver the course after commencement, the Institute will arrange for the student to be offered a place in a suitable replacement unit or suitable replacement course (alternative arrangement).
- f) Students can accept the alternative arrangement or opt to have their unused tuition fee refunded.
- g) For students who opt to have their unused tuition fee refunded:
- If the Provider Default takes place before the course commencement, i.e.: the Institute is unable to start delivery of the course on the specified agreed starting date, a full refund of course Tuition Fees paid in advance will be made within 14 days of the Institute notifying the Student of the Provider Default. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred.
 - If the Provider Default takes place after the course commencement but before the census date, i.e.: the Institute ceases to continue to deliver the course before the Census Date of any subsequent trimester, a full refund of course Tuition Fees paid in advance for the trimester will be made within 14 days of the Institute notifying the Student of the Provider Default. If a FEE-HELP loan has been applied for the trimester, no FEE-HELP debt will be incurred.
 - If the Provider Default takes place after the Census Date, i.e.: the Institute ceases to deliver the course after the census date but before it is completed, the Institute will refund the balance of fee paid in advance or re-credit the student's FEE-HELP balance in accordance with HESA 2003 subsection 97-42(1) or 104-42(1) (as the case requires) within 14 days of the Institute notifying the Student of the Provider Default.
- h) All applications for refund of fees will be assessed and the Student will be notified of the outcome within 20 working days of receipt of application.
- i) If the Student is dissatisfied with the outcome of the application, the Student can lodge a formal complaint by accessing the Student Grievances and Appeal Policy within 28 days from the receipt of the original decision.
- j) If the Student is not satisfied with the outcome of their appeal or complaint, the Student can apply to the Administrative Appeals Tribunal (AAT) for a review of the decision.

4. Refund or Remission of FEE-HELP Post Census Date

- a) In some limited circumstances, a Student who withdraws from their studies after the census date can apply for refund of fees or remission of FEE-HELP debt if the below three conditions are met:
 - a. Special circumstances (defined below) exist,
 - b. The Student did not complete the requirements to pass the unit, and
 - c. The application is made within the deadline.
- b) Special circumstances are those that:
 - are beyond the 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.
- c) The Student cannot apply for refund of fees or remission of FEE-HELP debt if the Student has successfully completed the requirements of that unit of study.
- d) Being unable to meet the academic and financial requirements of a unit of study or a change of mind does not of itself make the Student eligible for remission of fees.
- e) When the Student's tuition fee for a study period/unit of study is remitted due to special circumstances, the Student continues to be liable for any applicable Application Fee and Materials and Resources Fee. Any Materials and Resources debt incurred by the Student for that study period cannot be remitted under any circumstances. Applications for remission of fees cannot be processed where there are any other outstanding payments and resources to the Institute.
- f) An application for remission of fees post census-date must be made in writing within 12 months of withdrawing from the unit or within 12 months from the last day of the unit's study period.
- g) The 12 month time limit cannot be extended.
- h) Where an application is not processed for being made out of time the Student cannot seek reconsideration of the decision by the Institute.
- i) Applications for remission of fees must be substantiated with adequate supporting documentation such as a medical certificate or letter from a health professional.
- j) All applications for refund of fees will be assessed and the Student will be notified of the outcome within 20 working days of receipt of application.
- k) If the Student is dissatisfied with the outcome of the application, the Student can lodge a formal complaint by accessing the Student Grievances and Appeal Policy within 28 days from the receipt of the original decision.
- l) If the Student is not be satisfied with the outcome of their appeal or complaint, the Student can apply to the Administrative Appeals Tribunal (AAT) for a review of the decision.

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 the Institute to obtain medical treatment for the Student where it is deemed necessary by the Institute, a staff member or any other person authorised to act on behalf of the Institute;
- b) agrees to indemnify and hold the Institute, 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 the Institute if the Student contracts a contagious disease of any kind; and
- d) Acknowledges the Institute's right to remove the Student from the Institute premises and refuse the Student re-entry to the Institute 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 the Institute, 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 academic 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 the Institute from time to time;
- c) to refrain from any behaviour considered unacceptable by the Institute including, but not limited to:
 - (i) rudeness, aggressiveness, and disrespect to the Institute '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 take full responsibility for his or her books, equipment and other personal items and agrees to release, indemnify and hold the Institute 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;
- e) The Institute has the right to exclude the Student from the Institute's premises if he or she is deemed to be a risk to the Institute or its students.

7. Dispute Resolution and Administrative Grievance Procedures

- a) If any dispute arises between the Institute and the Student relating to the rights and obligations arising out of these Terms and Conditions, the Student can complain or appeal within specified time period as outlined in the Institute Student Grievances and Appeals Policy which can be found at: <http://www.ozford.edu.au/higher-education/policies-and-procedures/>
- b) If the Institute fails to resolve the Student's dispute or grievance satisfactorily, either party may request the involvement of an external review panel.
- c) The Institute will provide the Student access to the external process appeal on completion of the internal process.

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.

The Student acknowledges and agrees that the Institute may share the Student's Personal Information in accordance with the Privacy Act 1988 with the Australian Government and designated authorities and, if relevant, the TPS (where applicable) and their authorised representatives.

9. Contact details

While enrolled at the Institute, the student must provide the Institute with their contact details and any changes to their contact details within 7 days of the change.

10. 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 the Institute in which other Students are enrolled;
 - (iii) not to make any claim against the Institute for any liability, cost, expense, loss or damage of whatsoever nature sustained by the Student in the event that the Institute exercises its right to:

- a) vary the Institute'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.
- (b) To the extent permitted by law, the Institute reserves the right to cancel the Student's enrolment in any course or courses of study in accordance with the Institute'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/>
- (c) 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.
- b) 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.
- c) 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.
- d) 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 2020	Internal Review Related to Fee Increment	CEO & GB
8.0	June 2021	Internal Review	CEO & GB
Related legislation/ regulation/standard	HES Threshold Standards 2015, Domain 7 Higher Education Support Act 2003		