

TERMS AND CONDITIONS OF ENROLMENT

Version 6.0

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 Student Code of Conduct Policy and Procedure

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 OHIE's prescribed refund request form available at OHIE's student services department.

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

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

CoE means Confirmation of Enrolment generated from PRISMS.

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

Course Withdrawal Form means OHIE's prescribed course withdrawal form available at OHIE's student services department.

Default Date means:

Provider Default

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

Student Default

- (c) the day on which OHIE refused to provide, or continue to provide, the course to a Student due to the student either:
 - (i) failing to make a payment;
 - (ii) breaching a visa condition such as maintaining satisfactory course progress and/or attendance; or
 - (iii) 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; or
- (f) the day on which OHIE receives evidence from the Student of his or her Student visa application refusal.

DHA means the Australian Government Department of Home Affairs.

DET means Australian Government Department of Education and Training.

ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth).

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

Genuine Temporary Entrant and Genuine Student means a student who intends genuinely to stay in Australia temporarily, comply with any conditions subject to which the visa is granted, and has sufficient funds available to meet:

- (a) their costs and expenses during their intended stay in Australia; and
- (b) the costs and expenses of each member of the student's family unit (if any) who will be in

Australia.

Overseas Student Health Scheme Cover means the health insurance cover that a Student is required to obtain prior to the Student commencing his or her enrolment with 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.

Package of Courses 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 Information means student's name, current residential address, email address, telephone number, emergency contact details, relevant medical conditions or disabilities and details of any breaches by the student of a visa condition.

Principal Course means the Student's main course of study for which the Student has CoE. If the Student is enrolled in a Package of Courses, his or her Principal Course is the course within the package that has the highest qualification and for which the Student has CoE. In all other cases, Principal Course means the Student's sole course of study.

PRISMS means Provider Registration and International Students Management System provided by the Australian Government.

Provider Default Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas 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 study periods.

Student means a person who has accepted an offer of enrolment by signing Student Acceptance Agreement; and/or has been issued with a CoE.

Student Default Under section 47A of the ESOS Act, an overseas student or intending overseas 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) the student breached a condition of his/her student visa;
- f) misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

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 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 Letter of Offer and Student Acceptance Agreement.

TPS means the Tuition Protection Service provided by the Australian Government. TPS helps international students whose education providers are unable to fully deliver their course of study. More information on the Tuition Protection Service is available at <https://tps.gov.au/Home/NotLoggedIn>.

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.

Transfer Policy means Transfer between Registered Providers Policy and Procedures to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

Unused Tuition Fees is the amount calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 para 7 at <https://www.legislation.gov.au/Details/F2014L00907>.

2. Terms of Payment

- a) 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.
- b) OIHE reserves the rights to vary Tuition Fees or any non-tuition fees from time to time.
- c) If Tuition Fees or any non-tuition fees under clause 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.
- 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) or competency unit(s).
- f) 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.
- g) 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.
- h) The student may choose to pay more than 50 per cent of their tuition fees before their course commences.

3. Refund of Tuition Fees

Refunds of Tuition Fees in part or in full may be possible in cases of either Provider Default or Student Default.

3.1 Situations for full refund of Tuition Fees

- a) If the application for a Student visa is unsuccessful: A full refund of course tuition fees minus the lesser of 5% of the Tuition Fees received by OIHE from the Student before the day of the Student Default, or AUD\$ 500 will be made within 4 weeks after receiving a written claim from the student. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to OIHE upon visa refusal.
- b) If for any reason OIHE is unable to start delivery of the course on the specified starting date (provider default), a full refund of course tuition fees paid in advance of tuition provided by OIHE will be made within 14 days of OIHE notifying the student of the provider default.

3.2 Situations for partial refund of Tuition Fees

- a) If for any reason OIHE ceases to deliver the course before it is completed (provider default), a refund of Unspent Tuition Fees will be made within 14 days notification of the provider default in accordance with the refund requirements of the ESOS Act 2000.
- b) If a Student's visa expires whilst studying a Package of Courses, the Student is unable to complete the Package of Courses because the relevant extension of visa is not granted, the Unused Tuition Fees for each and every course in the Package of Courses minus administration and processing charges of 5% or AU\$500.00 whichever is the lesser will be refunded. The Calculation of "unused fees" is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 at <https://www.legislation.gov.au/Details/F2014L00907>

3.3 Situations for no refund of Tuition Fees

- a) If a Student withdraws before or after the Commencement Date of the first course in the Package of Courses, there will be no refund of any fees paid in advance for each and every course in the Package of Courses. Students will also have to pay the balance of any fees due for remainder of their current course of study.
- b) If a student's visa is cancelled due to student's breach of visa conditions for course attendance and/or course progress. OIHE policies and procedures; or Student misbehavior after the commencement of the first course in a Package of Courses, there will be no refund of any fees paid in advance for each and every course in the Package of Courses. The Student will also have to pay the balance of any fees due for remainder of the current course of study.
- c) If a Student is granted a deferment or temporary suspension of studies after the commencement of a Package of Courses and does not return or re-commence on the agreed date without the approval of OIHE, the student is deemed to have inactively withdrawn, and their enrolment will be cancelled: There will be no refund of any fees paid in advance for each and every course in the Package of Courses.
- d) If a Student is enrolled in a Package of Courses does not return to study after a proclaimed holiday or break from studies, on the agreed date without the approval of OIHE the student is deemed to have inactively withdrawn and their enrolment will be cancelled, there will be no refund of tuition or non-tuition fees paid in advance for each and every course in the Package of Courses.
- e) If a Student is provisionally enrolled in a Package of Course subject to providing evidence of the required English language proficiency, and fails to provide such evidence prior to commencement of the initial course, there will be no refund of tuition or non-tuition fees paid in advance for each and every course in the Package of Courses.

3.4 Alternative to refund of fees

- a) If for any reason OIHE fails to start delivery of the course on the Agreed Starting Date or ceases to deliver the course before it is completed (provider default). OIHE instead of supplying a refund may arrange for the Student to be offered a place in an alternative course that is acceptable to the Student and at no additional expense. If OIHE fails to place the Student in an alternative course or give a refund of any Unused Tuitions Fees, students may be assisted by the TPS. Further information can be found at <https://tps.gov.au>.

3.5 Process for claiming refund

- a) Refund applications must be made in writing on the Application for Refund Form which may be obtained from the OIHE website (<http://www.OIHE.edu.au/policies-procedures/>) and needs to be forwarded directly to the accounts department at OIHE which is located at Level 10, 310 King street Melbourne or can be lodged via email to account@ozford.edu.au
- b) Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the College and the Student Acceptance Agreement.
- c) If OIHE owes an amount to a student under the refunds policy and a person other than the student is specified in this agreement the specified person, rather than the student, will be paid any refund of tuition fees.

4. 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 4(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 school 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.

5. 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 a legitimate reason for non-attendance which is 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.

6. 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) If OIHE 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) or via the website <http://www.ombudsman.gov.au/making-a-complaint>. The Overseas Students Ombudsman investigates complaints about problems that overseas students or intending overseas students may have with private education and training in Australia.
- c) OIHE will provide the Student to access the external process appeal on completion of the internal process.

7. 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 and, if relevant, the Tuition Protection Service (where applicable) and their authorised auditors; and
 - b. 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.
- b) The Student must notify OIHE in writing of any changes to his or her Personal details within 7 days of the change.
- c) Further information can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>
- d) While enrolled at OIHE, the student must provide OIHE:
 - a. the student's current residential address, mobile number (if any) and email address (if any);
 - b. who to contact in emergency situations;
 - c. any changes to these details, within 7 days of the change.

8. 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 inform the report of such failure. The Student will be provided with 20 Business 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/>

9. Student release during first six months

Subject to the Transfer Policy OIHE reserves the right to refuse to provide to release the student to another registered education provider prior to the completion of the initial 6 months of the Student's Principal Course. The transfer policy and procedures can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

If the student is under 18 years of age, a request for transfer must include written confirmation the overseas student's parent or legal guardian supports the transfer. Where the student is not being cared for in Australia by a parent or suitable nominated relative, the receiving provider must confirm it accepts responsibility for approving the student's accommodation, support and general welfare arrangements.

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 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.

(b) 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/>

(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.

(d) 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.

(e) If the overseas student or intending overseas student is under 18 years of age, this written agreement must be signed or otherwise accepted by the student's parent or legal guardian.

(f) 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
Related legislation/ regulation/standard	HES Threshold Standards 2015, Domain 7 ESOS Act 2000, National Code 2018, Standard 3		