

# Student Enrolment Application Form

Throughout this document, Australia Institute of Business & Technology (AIBT) will be referred to as AIBT.

As a CRICOS provider, AIBT must comply with the *Education Services for Overseas Students Act 2000* (Cth) (ESOS Act) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018).

When completing this form, please ensure that all information provided is accurate. You should also ensure that you have the prerequisite(s) required to enrol in your chosen course or courses. If you are unsure about whether you meet the prerequisite(s) for a course or courses, you should discuss this with your Education Agent or the AIBT Enrolment Team before you submit this form.

Please note if you are currently enrolled with another Australian education provider, you may not be eligible to enrol with AIBT. You should discuss this with our Enrolment Team before completing this application form.

Please be aware that once you are enrolled and accepted into your course, you must comply with your student visa conditions, including remaining enrolled full-time in the registered course in which you have been enrolled, satisfying academic requirements and attendances and completing your course within the stipulated time on your Conditions of Enrolment (CoE).

You should be aware that any changes to your enrolment with AIBT or withdrawing from your registered course or courses without obtaining appropriate releases or permission from AIBT may impact your student visa conditions. It is important to be aware of all implications before making changes to enrolment or withdrawing from your registered course or courses with AIBT.

## GTE Requirements

Please be aware that before you are accepted to study at AIBT, you are required to meet the Genuine Temporary Entrant requirements (GTE requirements), by Immigration (Department of Home Affairs) <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500/genuine-temporary-entrant>.

The below GTE requirements will be assessed by the AIBT Enrolment Team as part of the enrolment application process and before a formal offer is made to you.

- **Circumstances in home country (or country of residence)** – reason for not studying in home country or region if a similar course is available there, ties to their home country that support the intention to return once study is complete, economic circumstances, military service commitments, political and civil unrest in home country.
- **Potential circumstances in Australia** – ties to Australia which would present as a strong incentive to remain in Australia, level of knowledge of the proposed course of study and education provider, previous study and qualification(s), planned living arrangements and financial stability.
- **Value of the course to the applicant's future** – is the course(s) consistent with the applicant's current level of education, relevance to past or proposed future employment in home country or a third country, expected remuneration in home country or third country which could be gained using the qualification(s) from the course(s) of study.
- **The applicant's immigration history** – previous visa applications for Australia or other countries, including visa refusals or cancellations.

- **If the applicant is a minor (under 18 years of age)** – the intentions of a parent, legal guardian or spouse of the applicant.
- **Previous study** – academic transcripts which show qualification(s) obtained, name of the education provider(s) and duration of study, certificates of attainment.
- **Gap in previous study** – reasons why there is a gap in between studies, including where enrolment was not maintained.
- **Current employment** – current employer, company address, period of employment and details about the position held. Applicant's should include the name and contact details of a person who can verify the terms of employment.
- **Ties to home country or country of residence** – this may include evidence of financial, family or social ties. The applicant needs to show they have significant incentives to return home once study is complete.
- **Economic circumstances in home country or country of residence** – this can include documents showing employment or business activities for 12 months prior to application lodgement, an employment offer after course completion, income tax return reports or bank statements.

### Under 18

If you are under 18 years of age and you wish to apply for enrolment with AIBT, your parent(s) or guardian(s) must sign this form and are required to organise appropriate accommodation, support and welfare arrangements whilst you undertake your studies in Australia, until you turn 18 years of age. If you require assistance in this regard, you and your parent(s) or guardian(s) should discuss this with your Education Agent or the AIBT Enrolment Team prior to completing this form. To obtain further information, visit the following government website:

<https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500/welfare-arrangements-students-under-18>.

### Overseas Student Health Cover (OSHC)

As part of your student visa conditions, you will be required to obtain and pay for health insurance whilst studying in Australia. AIBT's preferred provider for OSHC is **Bupa**, who is a registered health insurance provider and can provide you with the required health insurance for your stay. To obtain further information on the health insurance requirements for overseas students studying in Australia, speak with the AIBT Enrolment Team, or you can visit the following website: <https://www.bupa.com.au/health-insurance/overseas-students/oshc>.

### Your privacy

The information you provide to AIBT will remain private and confidential under the requirements of the Privacy Act 1988. Your personal details will be used for the purpose of processing your enrolment and facilitating training and assessment services and student support to you.

Your personal information will not be released by AIBT unless required by law or approval is first provided by you. Your information will never be sold to a third party. However, your information may be provided to a third-party provider who has entered into a legally binding agreement with AIBT to provide services to either you or AIBT and who agrees in writing to keep your personal information confidential except as required by law. Our privacy policy is located <https://aibtglobal.edu.au/privacy-policy/>.

Your personal information will be collected and used for the purpose of collection of data for statistical information under the requirements of the *Data Provision Requirements 2012* (Cth) and in line with current AVETMISS requirements; however, this information is reported in a manner that does not identify you.

AIBT will retain a record of this enrolment form or any other agreements, and receipts of payments for a period of at least two (2) years after you cease to be a student of AIBT.

## 1. Course Applying For

Course Code	Course Name	Tuition Fee	Non-Tuition Fees	Location	Mode Of Study

Which intake month would you prefer? \_\_\_\_\_

Are you applying for Recognised Prior Learning (RPL)?  Yes  No

## 2. Agent Information

Has an Agent or Representative of AIBT assisted with this application? Yes  No

If Yes, please specify

Name of Agent / Company \_\_\_\_\_

## 3. Personal Details

Gender  Male  Female  Indeterminate/Intersex/Unspecified

Title  Mr  Mrs  Ms  Miss  Mx  Dr

Family Name (Surname) \_\_\_\_\_

Given Names \_\_\_\_\_

Former Family Name \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_\_\_ (DD/MM/YYYY)

Do you have a Unique Student Identifier (USI)?

If yes, please provide USI details \_\_\_\_\_

If no, please refer to section 14 of this enrolment application to apply for a USI.

Do you currently hold a visa? If yes, what type?  Student  Working  Tourist  Other

Are you currently enrolled with another Australian education provider?  Yes  No

If yes, please provide the following details:

Name of the education provider \_\_\_\_\_

Name of course/s you are currently enrolled in \_\_\_\_\_

#### 4. Residential Address

Flat/Unit Number \_\_\_\_\_ Street Number \_\_\_\_\_  
Street Name \_\_\_\_\_ Suburb/Locality or Town \_\_\_\_\_  
State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_  
Contact \_\_\_\_\_

#### 5. Postal Address (if different to above)

PO Box (if applicable) \_\_\_\_\_ Flat/Unit Number \_\_\_\_\_ Street Number \_\_\_\_\_  
Street Name \_\_\_\_\_  
Suburb/Locality or Town \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_  
Country \_\_\_\_\_

#### 6. Student Contact

Phone \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_

#### 7. Emergency Contact

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Phone \_\_\_\_\_ Mobile \_\_\_\_\_

**\*\*Please advise AIBT of any changes to any of your contact details within 7 days of the change\*\***

#### 8. Language and Cultural Diversity

1. In which country were you born?  Australia  Other, please specify \_\_\_\_\_
2. In which city were you born? \_\_\_\_\_  
Non-Australian Passport No \_\_\_\_\_ Country of Passport \_\_\_\_\_
3. Do you speak a language other than English at home?  Yes  No  
If Yes, please specify \_\_\_\_\_
4. How well do you speak English?  
 Very well  Well  Not well  Not at all
5. English language proficiency –  IELTS  PTE  TOEFL  other \_\_\_\_\_

## 9. Disability and Mental Health

1. Do you consider yourself to have a disability, impairment or long-term condition?  
 Yes  No (If No, go to 10 Schooling Section)
2. If Yes, then please indicate the area of disability, impairment or long-term condition. You can select more than one area.  
 Hearing/Deaf  Physical  Intellectual Learning  
 Mental illness  Acquired brain impairment  
 Vision  Medical condition  Other, please specify \_\_\_\_\_
3. Do you require special assistance?  Yes  No
4. If yes, please explain the special assistance required \_\_\_\_\_

## 10. Schooling

1. What is your highest COMPLETED secondary school level? (tick ONE box only)  
 Year 12  Year 11  Year 10  Year 9  Year 8 or below  Never attended school
2. Which year did you complete that secondary school?  
level? Year \_\_\_\_\_
3. Are you still attending secondary school?  Yes  No
4. If yes. What secondary school are you attending? \_\_\_\_\_

## 11. Previous Qualifications Achieved

1. Have you SUCCESSFULLY completed any of the following qualifications?  Yes  No  
(If No, go to 12 Employment section)
2. If Yes, tick ANY applicable boxes  
 Bachelor's degree or higher degree  
 Advanced diploma or associate degree  
 Diploma (or Associate Diploma)  
 Certificate IV (or advanced certificate / technician)  
 Certificate III (or trade certificate)  
 Certificate II  
 Certificate I  
 Certificates other than the above

Name of Qualification	Year completed	Name of training or academic organisation

\*\*Please complete Authority and Release – Previous Qualifications \*\*

## 12. Employment

Of the following categories, which BEST describes your current employment status? (Tick ONE box only)

- Full-time employee
- Part-time employee
- Self-employed (not employing others)
- Employer
- Employed (unpaid worker in a family business)
- Unemployed (seeking full-time work)
- Unemployed (seeking part-time work)
- Not employed (not seeking employment)
- Other

## 13 Reason for Study

Of the following categories, which BEST describes your main reason for undertaking this course?

- To get a job
- To develop my existing business
- To start my own business
- To try for a different career
- To get a better job or promotion
- It was a requirement of my job
- I wanted extra skills for my job
- To get into another course of study
- For personal interest or self-development
- Other reasons, please specify \_\_\_\_\_

## 14. Unique Student Identifier

If you already have a Unique Student Identifier (USI), please provide this USI in section 3 in this enrolment application.

If you would like us (AIBT) to apply for a USI on your behalf, you must authorise us to do so and declare that you have read the privacy information at:

<https://www.usi.gov.au/Training-Organisations/Pages/Privacy-Notice.aspx>.

I authorise AIBT to apply pursuant to sub-section 9(2) of the *Student Identifiers Act 2014*, for a USI on my behalf.

I have read, and I consent to the collection, use and disclosure of my personal information pursuant to the information detailed at:

<https://www.usi.gov.au/Training-Organisations/Pages/Privacy-Notice.aspx>.

Please note that in accordance with section 11 of the *Student Identifiers Act 2014*, AIBT will securely destroy personal information which we collect from individuals solely for the purpose of applying for a USI on their behalf as soon as practicable after we have made the application, or the information is no longer needed for that purpose unless we are required by or under any law to retain it.

## 15. Declaration

In signing or emailing this form, I acknowledge and declare that:

1. I am over the age of 18 years.
2. If I am under 18 years of age, my parent(s) or guardian(s) have signed permission for this enrolment and have arranged/will arrange for my accommodation, support and welfare arrangements, whilst studying in Australia until I turn 18 years of age.
3. I have read, understood and completed all questions and details on the enrolment form.
4. Prior to enrolment, I have had a Pre-Enrolment Consultation with either an approved Education Agent, AIBT Sales Manager or the AIBT Enrolments Team, where I have discussed the requirements of the course(s) that I am enrolling in and have received clear and accurate information and regarding the course(s) to enable me to make an informed decision that will reflect my existing skills and competencies and meet my needs.
5. I agree with the information provided in the enrolment form. I understand the requirements of the course(s) that I have enrolled in. This enrolment form is, to the best of my knowledge, true, correct and complete at the time of my enrolment (including information provided to assess my eligibility).
6. I agree that arrangements have been made to pay all fees and charges applicable to this enrolment.
7. I have read, understand and agree to follow the Information, Rules, Regulations, Policies and Procedures located in the Important Enrolment Information.
8. I agree that my participation in this course/s is subject to the right of AIBT to cancel or amalgamate courses or classes. I agree to abide by all rules and regulations of AIBT.
9. I confirm I have been informed about the training, assessment and support services to be provided and about my rights and obligations as a student at AIBT.
10. I authorise AIBT or its Education Agent, in the event of illness or accident during any AIBT organised activity, and where emergency contact or next of kin cannot be contacted within a reasonable time, to seek ambulance, medical or surgical treatment at my cost.
11. I agree that my academic results will be withheld until my debt is fully paid and any property belonging to AIBT has been returned.
12. I am responsible for keeping a copy of this document and any receipts for payment of tuition or non-tuition fees.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_(DD/MM/YYYY)

**\*\*Authority and Release – Previous Qualifications \*\***

I \_\_\_\_\_ hereby

authorise AIBT to contact \_\_\_\_\_

**(name of training/academic organisation)** listed in this enrolment form, where I have obtained previous qualifications and I authorise \_\_\_\_\_

**(name of training/academic organisation)** to release any details relating to these previous qualifications to AIBT.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (DD/MM/YYYY)

Please complete if qualifications obtained at more than one (1) training/academic organisation

Qualification	Year Completed	Name of training/academic organisation

**Consent - Under 18 years of age**

I/We \_\_\_\_\_ **(Name of Parent(s) or Guardian(s))**, consent to \_\_\_\_\_ **(Name of student)**

enrolling in the course outlined in this enrolment form and I/we understand and agree that because

\_\_\_\_\_ **(Name of student)**

is under the age of 18 years of age that I/we are required to organise appropriate accommodation, support and

welfare arrangements for \_\_\_\_\_ **(Name of student)**

whilst he/she is studying in Australia and until he/she turns 18 years of age.

Signatures \_\_\_\_\_  
**Parent(s) or Guardian(s)**

## 16. Important Enrolment Information

As an RTO and CRICOS provider, AIBT is required to provide you with the following information:

### **Important**

Prior to enrolment, it is a mandatory requirement for you to attend a Pre-Enrolment Consultation session with one of our approved Education Agents and/or delegated AIBT staff.

During this process, you will be guided through the Pre-Enrolment Consultation Checklist and Handout with all the relevant entry requirements and course information to help guide you into making a formal decision that will reflect your existing skills and competencies and meet your needs.

If you have not reviewed the relevant information about the course(s), or do not understand the requirements of the course, you should not submit this form until you have done so. Information on the training services provided by AIBT is available on our website. If you have any questions about this form or courses, please contact AIBT by telephone or via email.

### **Assessment**

To complete the course, you are required to successfully complete all required assessments and attend course classes, as required. Assessments of units will be conducted at various times throughout the course and will include both theoretical and practical components. Additional assessment processes will be explained to you during the course or can be provided to you by AIBT. Should you have any additional questions regarding the assessment process or have any concerns, please telephone or email AIBT.

Please note that if you require AIBT to consider RPL, please speak to AIBT prior to enrolment.

### **Recognition of Prior Learning (RPL)**

The mode of delivery of Domestic RPL candidates depends on the process and outcome of the RPL. The candidates can refer to the process of RPL from the Recognition of prior learning (RPL) Information Kit – RPL Kit and RPL Strategy. For more information, please contact student support at [studentsupport@aibtglobal.edu.au](mailto:studentsupport@aibtglobal.edu.au)

### **Support Services and Special Needs**

AIBT will take all reasonable steps to ensure it supports you throughout the training/assessment process. If at any point throughout your course you require assistance or support, please discuss these needs with your Trainer in the first instance. If you have any special needs, including language, literacy, numeracy, mobility, visual impairment or hearing, or any other disability that could limit your ability to undertake or complete the course, please notify AIBT prior to enrolment to allow us to cater for your needs.

If you do not tell us of any condition that may affect your learning, we will not be able to assist you, and this may impact on your ability to complete the course.

### **Language, Literacy and Numeracy (LLN) (after enrolment but prior to commencement of the course)**

All students except domestic RPL candidates are required to undertake an LLN test prior to the commencement of their course. LLN tests are designed by the college. The tests are categorised based on the students' qualifications. They will be used as a tool to assist college personnel in identifying students who may require support in language and/or numeracy. LLN Tests are designed in accordance with the Australian Core Skills Framework as a guideline.

## Monitoring Student Attendance and Course Progress

Students must maintain a satisfactory level of course progress and attendance in accordance with the College policy and procedure.

The intervention strategy for a student with unsatisfactory course progress can include but is not limited to phone notification, a reminder letter of course attendance, and any email communication between a student and the college staff for the improvement of a student's course attendance.

It is the student's responsibility to ensure they have access to their college email address for the purpose of direct communication with the College staff and College and to ensure they attend all classes. It is also a student's responsibility to notify and discuss any absences with their teacher/trainer (e.g., a student may inform trainers/teachers of any difficulties preventing them from attending classes).

An AIBT administrative support officer will follow up with a student who is absent from their scheduled classes and, if necessary, create an Intervention Strategy Plan (ISP) which is a documented process agreed upon between the lead trainer and the student, outlining the academic support and/or assistance to a student to achieve satisfactory course progress in any study period.

The strategies outlined in the ISP may include but are not limited to counselling, assistance with study, extra classes, additional training or tuition, reducing the student's workload temporarily, referring to student support services, assisting with welfare, housing or other personal issues that are impacting the student. For more information, please refer to the Monitoring Student Attendance and Course Progress Policy and Procedure on our website at [www.aibtglobal.edu.au](http://www.aibtglobal.edu.au)

## Your Rights

AIBT wants to ensure that your time spent with us is beneficial and enjoyable. If at any point you feel bullied, harassed or discriminated against, please notify AIBT Student Support Services immediately. If you feel you need to make a complaint about any aspect of the course in which you are enrolled, including training/assessment, you may do so directly with your Trainer or the School Manager/Head of School in which you are enrolled.

If you wish to lodge a formal complaint or appeal a decision made by AIBT, it should be lodged in writing in accordance with AIBT's Complaints and Appeals Policy and Procedure, which can be found at <https://AIBT.edu.au/support/complaint/>.

This written agreement, and the right to make complaints and seek appeals of decisions and action 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.

## Media Releases

At times during the course, staff/contractors of AIBT may take photos/videos for use in promotional activity. These photos/videos will remain the property of AIBT and will not be sold to any third party. Some of the media may be used by AIBT for promotional editorials and other marketing materials in public and professional publications and other such media. By signing this form, you acknowledge your acceptance of participating in such activities.

Should you wish to view or purchase copies of any such photo/video outside the normal distribution, this request should be made in writing to the Head of Marketing and Communications.

## Rules and Regulations

To graduate from your enrolled course, you must be able to fulfil the following obligations:

- demonstrate to the trainer and assessor through attendance and assessment, both formal training, theory and practical assessment that academic and professional skills have been obtained to a satisfactory level;
- satisfy all academic, administrative and financial obligations to AIBT.

You must promptly notify AIBT of any change of name, address and contact details within 7 days of this change. You must notify the Head of School of the course in which you are enrolled of anything that may stop you from completing the course.

You may be suspended or expelled from AIBT, where it has been found that you have:

- breached the Student Conduct Rules
- failed to uphold or maintain any of the AIBT's Student Policies and Procedures;
- not complied with your student visa conditions, including but not limited to unsatisfactory course attendances;
- engaged in bullying, harassing or discriminatory behaviour towards other students or staff of AIBT;
- posted comments on social media that may be defamatory to other students, AIBT or its staff;
- serious misconduct, including criminal behaviour or breaching Australian laws.

## Complaints and Appeals

All complaints in relation to enrolment processes or any other matters relating to AIBT should be lodged in writing and addressed to the Manager, Student Support Service [studentsupport@aibtglobal.edu.au](mailto:studentsupport@aibtglobal.edu.au).

Please refer to the Complaints and Appeals Policy for the process to be followed. The form to lodge a formal complaint is located at: <https://aibtglobal.edu.au/support/complaint/>.

This written agreement, and the right to make complaints and seek appeals of decision and action 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.

## Tuition Protection Fees

The Tuition Protection Fees (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.

The TPS ensures that students can either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees (international students).

TPS offers a flexible and streamlined approach to student study and refund arrangements in the event that a defaulting provider fails to meet its refund obligations under the ESOS Act.

For more information about the college's refund policy, please refer to the Refund Policy found on our

website: <https://aibtglobal.edu.au/>.

For more information about TPS, please refer to the website: <https://www.dese.gov.au/tps>.

TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. More detail is available at <https://tps.gov.au/Home>.

## 17. TERMS AND CONDITIONS

The information you provide to AIBT will remain private and confidential under the requirements of the Privacy Act 1988 (Cth). Your personal details will be used for the purpose of processing your enrolment and facilitating training and assessment services and student support to you. Our Privacy Policy can be found here: <https://AIBT.edu.au/privacy-policy/>.

Your personal information will not be released by AIBT unless required by law or approval is first provided by you. Your information will never be sold to a third party. However, your information may be provided to a third-party provider who has entered into a legally binding agreement with AIBT to provide services to either you or AIBT and who agrees in writing to keep your personal information confidential except as required by law.

Your personal information will be collected and used for the purpose of collection of data for statistical information under the requirements of the Data Provision Requirements 2012 (Cth).

AIBT will retain a record of this Full Letter of Offer or any other agreements, receipts of payments for a period of at least two (2) years after you cease to be a student of AIBT.

his agreement is governed by the laws of the state of Queensland, Australia.

This document constitutes a written agreement for the purposes of Standard 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)

## 18. REFUND POLICY

AIBT Refund Policy\_V6.3

### REFUND POLICY

#### Section 1 General Notes

1. This policy applies to international students enrolled in Australia Institute of Business and Technology (AIBT) (RTO: 41138, CRICOS: 03430J).
2. AIBT, in accordance with the Education Services for Overseas Students (ESOS) Act 2000 and the National Code 2018, must have a Refund Policy and Procedure in place. This policy relates to refunds of course fees both when there is a Student Default or a Provider Default. Except as provided by law, a refund of course fees will only be granted in accordance with this Refund Policy.
3. Handling, registration, application, and administration fees already paid by the student are strictly non-refundable.
4. Work Placement fee will be refunded only in the following circumstances:
  - a) If the student's Visa is refused before the commencement of the enrolled course, or
  - b) The college has not yet sent the student the written confirmation of their work placement arrangement schedule at the time when the college receives the student's withdrawal request.
  - c) Students who successfully arrange their own placement submit the relevant documents to the college upon completion of placement and once documents are approved by the relevant person from the college.
5. Application for a refund must be made in writing, accompanied by relevant supporting documentation, and clearly stating the cause of the refund. Please contact Student Support at [studentsupport@aibtglobal.edu.au](mailto:studentsupport@aibtglobal.edu.au) for assistance.
6. Students must provide the following documents when applying for a refund:
  - a) Refund Application Form (<https://aibtglobal.edu.au/support/student-forms/aibt/>);
  - b) A copy of the bank receipt (such as Telegraphic Transfer (TT)) for the initial payment made;
  - c) A copy of their passport page, which contains their official full name and signature; and
  - d) Refuse Letter from Department of Home Affairs (*Applicable to visa refusal only*)

**Definition:**

**College** – means AIBT

**Commencement of Course** – refers to the commencement date as per CoE, or Letter of Offer where CoE is not applicable

**Course Fee** – comprises tuition fee and material fee (if applicable)

**Offshore Student** – is an international student who does not hold a current Australian Visa or is not in Australia while applying to be enrolled into AIBT

**Onshore Student** – is an international student who holds a current Australian Visa and is in Australia while applying to be enrolled into AIBT

**Payment Period** – A discrete period within a course. A payment period is deemed to be 3 months. The last payment period in a course may be less than 3 months. As an example, a 12-month course has 4 payment periods, each payment period represents three months; an 8-month course has 3 payment periods, the first two payment periods represent 3 months each, and the third payment period represents 2 months.

**Current Payment period** – is the payment period where the date of your withdrawal request received by the college falls in. See below example for a 12-month course from 01/07/2020 to 30/06/2021:

<b>Course duration</b>	<b>Payment period</b>	<b>Date of withdrawal request received</b>	<b>Determination of Current Payment period</b>
01/07/2020 – 30/09/2020	1	15/08/2020	Current Payment period
01/10/2020 – 31/12/2020	2	13/11/2020	Current Payment period
01/01/2021 – 31/03/2021	3	05/01/2021	Current Payment period
01/04/2021 – 30/06/2021	4	09/05/2021	Current Payment period

**Subsequent Payment period** – the payment period(s) after the Current Payment period

**Section 2 Visa Refusal**

**2.1 Visa refusal before the commencement of the course:**

- The refund will be 100% of the course fee, and OSHC fee (if any) paid in advance.

**2.2 Visa refusal due to fraudulent or bogus documentation or misleading information provided by the student:**

- No Refund

**Note:** The college retains the right to refuse an application, withdraw an offer of admission or cancel admission without refund, where the applicant has provided incomplete, misleading, or fraudulent documentation. No refund will be given where a visa application is refused on the grounds of fraud, provision of incorrect, false, or misleading information, or where conditions described by the Department of Immigration and Border Protection have not been met.

### 2.3 Visa refusal after commencement of the course:

- Course fees will be refunded from the day of the student default, as per Section 7 of the ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly course fees multiplied by the number of weeks the student is in default.
- The calculation of refund, in this case, is guided by *Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014*:

Refund calculation under section 10 of the refund specification:

a) Weekly course fee = (total course fee/number of calendar days in the course) × 7

b) Weeks in default period = 
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

c) Weekly course fee × weeks in default period = Refund amount

*Note: Offshore students may be entitled to a full refund of the prepaid course fees if the visa is refused within 31 days after the course commencement date and the offshore student has not arrived in Australia and commenced the course.*

### Section 3 Student Default

In accordance with section 47A of the ESOS Act, student default occurs when:

- The student does not start the course on the course commencement day and has not notified college prior to the commencement of the course; or
- The student withdraws from the course, either before or after the course commencement day; or
- The student fails to pay an amount they were liable to pay to the college, directly or indirectly; or
- The student breaches a condition of a student visa; or
- Misconduct or Misbehaviour by the student.
- Abandonment of studies where a student abandons their course without formally cancelling their enrolment with the college; or where a student has received a packaged offer for a combination of courses and does not commence in the second or subsequent course.

### 3.1 Where student enrolment is terminated by college due to student default (with exception in clause 3.3b) after the commencement of the course:

- No refund for the course fee paid for the current payment period where the student visa cancellation/refusal date falls in. Course fees paid for the subsequent payment period(s) will be refunded, less a withdrawal processing fee of \$200.

### **3.2 Where a student withdraws from the course before the course commencement date, and the written withdrawal/refund request received by the college is:**

- a) More than 4 weeks before the course commencement date, we will refund 100% of all paid course fee (and OSHC fee if paid) less a withdrawal processing fee of \$200 (*with exception in clause 3.2 (d)*);
- b) More than 2 weeks and up to 4 weeks before the course commencement date, we will refund 80% of the first payment period of your course fee paid and 100% of the subsequent payment period of your course fees paid (if any), less a withdrawal processing fee of \$200 (*with exception in clause 3.2 (d)*);
- c) 2 weeks or less before the course commencement date, no refund will be given for the first payment period of your course fee paid; we will refund 100% of the subsequent payment period of course fees paid, less a withdrawal processing fee of \$200 (*with exception in clause 3.2 (d)*);
- d) If the student is an onshore student whose course enrolment does not require CoE,
  - no refund will be given, and no withdrawal processing fee will be charged if the written withdrawal/refund request received by the college is 4 weeks or less before the course commencement date;
  - 40% of the paid course fee will be refunded if the written withdrawal/refund request received by the college is more than 4 weeks before the course commencement date.

### **3.3 Where a student withdraws from the course after course commencement date:**

- a) No refund will be given for the current payment period; we will refund 100% of all paid course fees for the subsequent payment period(s), less a withdrawal processing fee of \$200, with the exception below.
- b) If the student is an onshore student whose course enrolment does not require CoE, no refund will be given, and no withdrawal processing fee will be charged.

### **3.4 Where a student withdraws from the course after the course commencement date, the student is liable to pay the full course fee for the period up to and including the current payment period, plus a withdrawal processing fee of \$200.**

### **3.5 Exception**

If a withdrawal is due to compassionate grounds or compelling reasons beyond the student's control, the refund request must include supporting documentation.

Such reasons are listed below:

- In the case of serious illness – verified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example, where the student is prevented from commencing studies in the agreed course of study.

Whether the above cases are accepted by the college are at the strict discretion of the college's management.

The refund will be 100% of the course fee paid if the refund request is received before or on the commencement date of the course.

If the refund request is received after the course commencement date, the refund will be the total course fees paid less the proportioned amount for the period that the course duration has elapsed (refer to calculation guidance in clause 2.3)

**If the student wishes to make a complaint or lodge an appeal against a refund decision, they are to follow the Student Complaints and Appeals Policy and Procedure, which can be found at: <https://aibtglobal.edu.au/support/complaint/>.**

## **Section 4 Provider Default**

### **4.1 In the event that the college is unable to deliver the course in full:**

The student will be offered a refund of the unspent pre-paid course fees, according to section 7 of the Education Services for Overseas Students Specification 2014:

- Course fee per week =  $\frac{\text{Pre-paid amount for a particular period}}{\text{Number of weeks to which the payment relates}}$
- The refund amount =  $\text{Course fee per week} \times \text{number of weeks between the date of default and the end of the period to which the payment relates}$

## **Section 5 Remittance of refunds**

### **5.1 Currency**

Please be aware that all refunds will be in Australian dollars (AUD) only and will be subject to the currency exchange rate at the time of the refund. The transaction fees charged by financial institutions will be deducted from the refund amount.

International refunds to overseas bank accounts will have the AUD amount converted into the currency of the country where the beneficiary bank account is held or USD if the local currency is not available.

Where the beneficiary has an AUD bank account overseas, this should be communicated via the Request for Refund form to indicate these payments should not be converted. To transmit a refund to an international bank account, a bank fee of up to AUD20 may be deducted from the refund amount. There may be additional fees charged by the recipient's financial institution. The recipient of the payment may incur additional bank charges.

These charges are imposed by the foreign banking institution and are deducted from the payment made by the College. The College has no control over such charges and therefore does not bear any responsibility for amounts deducted or exchange rate differences that have occurred when undertaking foreign currency exchange.

Where bank charges are incurred by the College due to the student providing incorrect or incomplete details regarding their bank account or any other information, these charges will be deducted from the refund paid to the student.

### 5.2 Refunds to payment source

Refunds are generally made to the original payment source, including:

- Where an amount is paid under an AIBT administered scholarship, third party contract (TPC) or loan arrangement, under the terms of which you are not eligible for a refund.
- Where payment was made by someone else on your behalf.
- Where payment was made via an authorised AIBT Education Agent.

### 5.3 Refunds to another account

In the following circumstances, refunds may be made to another account:

Payments made by an Australian credit card more than twelve months prior to the refund may be refunded to a bank account specified by the student.

Where a student can provide documentary evidence from the payor's bank/card provider proving the originating account is closed, refunds can be made to a bank account specified by the student.

Where payment is made via an authorised AIBT Education Agent, the student may specify a different account for payment of a refund in the refund request.

**NOTE 1:** This refund policy, and the availability of complaints and appeals procedure, does not remove the right to take action under Australia's consumer protection laws. AIBT's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.