

{Date}

{First Name} {Last Name}

{Address}

{Suburb}

{STATE} {Post Code} {Country}

Offer No: {Offer No}

DOB : {DOB}

Agent : {Agent Name}

Dear {First Name}

LETTER OF OFFER AND WRITTEN AGREEMENT

Thank you very much for applying for a course of study at AEC, Sydney, NSW. We are pleased to inform you that your application has been successful and you have been offered a place in your desired course(s) as per the details attached.

Attached is a formal *Letter of Offer and Written Agreement*. This *Letter of Offer & Written Agreement* forms a binding contract between you and AEC, once you sign and accept the Acceptance of Offer. Please note, if you have applied for packaged courses, your principal course of study will be the highest qualification in the package. Your total duration of study at AEC will be from the commencement date of the first course to the end date of the principal course of study. **The course fees listed on this Letter of Offer will remain unchanged for the prescribed duration of your course(s)**, including the packaged courses. Other applicable fees will be listed in the "Student Agreement (International Students)" and can also be viewed in the current Fee Schedule published on AEC website.

Conditions of the Offer

1. Payment of the Following Pre-Paid Fees

Pre-paid fees are fees collected in advance. AEC determines pre-paid tuitions fees based on the total duration and study periods of the courses. Pre-paid fees are held in a separate bank account until students have commenced their studies and are supported by College's *Fee Policy and Fee Refund Policy and Procedure* (enclosed).

2. Other Conditions

Acceptance of the Student Agreement (International Students)

Accepting this Offer

If you decide to accept the above offer;

1. Arrange to make the payment of the total pre-paid fees to the bank details provided in next page. Payment can be made by international transfer or bank draft. Please quote the full student name as reference; and
2. Sign and return the Student Agreement (International Student) along with a copy of this letter.

Next Steps

1. This letter can now be taken to the Australian Embassy/High Commission in your country of residence (or to the Department of Human Affairs if applying from within Australia) to begin the student visa application process.
2. The Embassy/High Commission will assess your application and, if given provisional approval, will ask you to obtain an Electronic Confirmation of Enrolment (eCOE) from the College.
3. An eCOE will be issued by us when you have met the conditions of this offer and provided supporting documents.

You will have to attend an Orientation Program when you first arrive at Australian English Colleges. The Orientation Program is designed to provide you with more information about your course and Australian student visa rules, and to introduce you to Australian English Colleges staff, teachers, policies, procedures and the local area.

We look forward to welcoming you as a new student at AEC.

Further Information

If you need any further information or clarification regarding your application, enrolment, fees (including refunds and the refund process), visa conditions, or ESOS Framework, please contact AEC Student Support by email – admin@bic.edu.au or call, Tel: +61 2 96671458 between 9:00 AM and 5:00 PM, Australian Eastern Standard Time (+10 UTC/GMT). You will also be sent a pre-departure information pack with all the essential information and student handbook once you have obtained your student visa.

Yours sincerely



ACADEMIC MANAGER

Acceptance of Offer and Student Agreement

STUDENT DETAILS							
Title: <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MS. <input type="checkbox"/> MISS		Gender: <input type="checkbox"/> M <input type="checkbox"/> F		DOB: DD/MM/YYYY		Mobile: XXXXXXXXXX	
Agent:							
Surname:		Given name:		Passport No:		<input type="checkbox"/> On Shore <input type="checkbox"/> Off Shore	
Nationality:		Address:					
Course	CRICOS National Code	Course Duration	Study Period (Exclud Holidays)	Commence Date	Completion Date	Total Tuition Fee	Initial Payment
<Course Name>	<Code> <Code>	<Duration>		<Start Date>	<Finish Date>	\$< Amount >	\$< Amount >
<Course Name>	<Code> <Code>	<Duration>		<Start Date>	<Finish Date>	\$< Amount >	\$< Amount >
<Course Name>	<Code> <Code>	<Duration>		<Start Date>	<Finish Date>	\$< Amount >	\$< Amount >
<Course Name>	<Code> <Code>	<Duration>		<Start Date>	<Finish Date>	\$< Amount >	\$< Amount >
<Course Name>	<Code> <Code>	<Duration>		<Start Date>	<Finish Date>	\$< Amount >	\$< Amount >
<Course Name>	<Code> <Code>	<Duration>		<Start Date>	<Finish Date>	\$< Amount >	\$< Amount >
Please Note: This Offer will be expired within 4 weeks from the date of issue. If you have received as Conditional Offer, you must provide translated and certified documentary evidence(s) which meet this offer requirement. *All fees are quoted in Australian Dollars. The course deposit is equal to the tuition fees for the first term and other fees (if applicable). Prices are subject to change without notice. Please see attached Terms and Conditions for more information regarding fees. Overseas students are also required to maintain Overseas Health Cover (OHC) for the full length of their visa. * Mandatory course materials, will be provided for each level. These are part of your material fees and there will be no additional charge. Any optional textbooks or materials that may be recommended but are not required for completion of the course are not included in the tuition and non-tuition fees.						Fees Details*	Amount in AUD
						Enrolment Fee	\$<Amount>
						COE Issue Fee	\$<Amount>
						Material Fee/level	\$<Amount>
						OSHC	\$<Amount>
						Initial Payment Due	\$<Amount>
Note: The fees and charges stated above are subject to change or variation without notice. Notice will be given of any changes wherever possible.							
Instalment	Due Date	Material	Tuition	Amount Due	Payment Methods		
1					<input type="checkbox"/> Direct Bank Transfer		
2					Bank Name:	Commonwealth Bank	
3					Branch:	Mascot	
4					Account Name:	Bayside International College	
5					BSB:	062-200	
6					Account:	10456890	
7					SWIFT:	CTBAU2S	
8					Reference:	Student name	
9					<input type="checkbox"/> Cheque (Bank Cheque ONLY)		
10					Postal Address: PO BOX 7340 Alexandria NSW Australia 2015		
11					<input type="checkbox"/> Credit Card (2.3% Surcharge No Diners)		
12					Card Holder Name:		
13					Card No:		
14					Expire Date:	CVV:	
15					Total Amount:		
16					Signature:		
17							
18					If Permitted under the ESOS Act, student may choose to pay more than 50% of their tuition fees before their course commences.		
19							
<input type="checkbox"/> Valid passport copy (Check the expire date) <input type="checkbox"/> Proof of Overseas Student Health Cover (OSHC) <input type="checkbox"/> Signed required documents <input type="checkbox"/> Valid visa (if you have one) <input type="checkbox"/> Proof of payment for Enrolment Fee(non-refundable) and Total Amount Due				VET ONLY CHECKLIST <input type="checkbox"/> Proof of English Language Proficiency (IELTS 5.5 or equivalent) <input type="checkbox"/> Translated and certified any relevant documents to support your application <input type="checkbox"/> High School Certificate or translated and certified copy of equivalent certificate			
ACCEPTANCE WRITTEN AGREEMENT <input type="checkbox"/> Accept the conditions as outlined in this written Letter of Offer and Student Agreement							
This written agreement sets out the condition between you and AEC. Please keep a signed copy for your records and return the other signed copy along with your Initial Payment to AEC. Overseas Student Health Cover (overseas (international) students only) must be made prior to an eCoE being issued. By signing this Acceptance Written Agreement, I agree to the following conditions as part of my enrolment I have meet the conditions of my offer and have provided with appropriate and sufficient information including relevant documents translated and certified on this form and AEC reserves the right at any stage to vary or reverse any decision regarding admission or enrolment made on the basis of incorrect or incomplete information • I have read and understood AEC's Privacy Policy, Code of Conduct and the terms, conditions, special comments and RPL (if any) stated in the Letter of Offer • I have been provided with detailed information about the fees and charges associated with my course enrolment including information on all tuition fees and non-tuition fees, payment terms, and the applicable Refund Policy. • I understand that I must maintain full time enrolment with AEC to satisfy the conditions of my student visa and I will inform AEC within 7 days if any changes to my visa status and my contact details. • I am bound by AEC's Student Code of Conduct and other student policies and procedures, as well as National and State legislation and regulations including any variations that are made from time to time. That you have the financial capacity to meet all tuition fees and non-tuition fees, and agree to pay as they become due "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."							
Student to Complete				AEC OFFICE USE ONLY			
Print Name:		Signature:		Print Name:		Received Date: / /	
Date: / /				Signature:		<input type="checkbox"/> Invoice Received <input type="checkbox"/> Form Completed	

STUDENT AGREEMENT

It is a requirement under the *Education Services for Overseas Students Act 2000* (ESOS Act) and associated legislation including *The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018* (*The National Code 2018*) for registered training providers to enter into written agreements with students (*National Code*, 3.1). The purpose of this written agreement between **Australian English Colleges Pty Ltd (AEC)**, and the student is to clearly set out obligations and rights of both AEC and the student, including the course money payable and services to be provided. By entering into this agreement, both parties, the College and the student, agree to act accordingly.

CONDITIONS OF ADMISSION

- You must be 18 years of age or older.
- Meeting course entry and pre-requisite requirements. See AEC's brochure or website for course pre-requisites and entry requirements.
- You are required to have secondary or high school education equivalent to the Australian School Certificate level (Year 12).
- ELICOS students will need to undertake a placement test to determine existing language skills and appropriate level required.

We advise that prior to commencement of study with Australian English Colleges, you will need to apply for your student visa using a copy of this signed letter and an electronic Confirmation of Enrolment (eCoE) that our office will send to you following Australian English Colleges admission approval.

Essential Information

Application Fee: Covers processing of your application at AEC. Application fee is non-refundable.

Release Letter: If you are transferring from another college, you must provide a valid release letter when you submit your enrolment application. Release letters are written to inform or state that a student is being released from his/her provider.

Overseas Student Health Cover (OSHC): The Australian Government requires all international students studying on a student visa (and their dependants) to maintain acceptable health and medical insurance during their entire stay in Australia. OSHC provides medical and hospital cover for international students and their dependants whilst studying in Australia. OSHC may only be provided by a registered health provider as determined by the Australian Government.

OSHC fees and refunds are subject to policies of the registered health provider. Student have the option to choose their own cover. For more information, visit - <https://www.homeaffairs.gov.au/trav/stud/more/health-insurance-for-students>

Prepaid Tuition Fees: AEC determines pre-paid tuitions fees based on the total duration and study periods of the courses. In accordance with the provider best practice, all pre-paid tuition fees are deposited in a separate trust account until the time when a student commences their prescribed studies. See the attached *Fee Refund Policy and Procedure* for information on refund of pre-paid fees. This policy is also included in your written agreement.

AEC is the sole authority to issue AQF qualifications and Statements of Attainment.

Please refer to the College's website <http://www.bic.edu.au> for important pre-enrolment, course and fee refund information and policies, and visit the Department of Home Affairs (formally DIBP) website - <https://www.homeaffairs.gov.au/> - for additional or other requirements to obtain your student visa.

AEC also offers advice and assistance in finding appropriate student accommodation and can arrange an airport pickup for new students. Please contact the college at least two weeks prior to your departure from your home country if you require further information or assistance in this regard. You will be provided with further information once your enrolment is finalised.

Factors that may affect your student visa conditions, and may even result in cancellation of your student visa, include unsatisfactory course progress, change in the level of qualification or provider in breach of your student visa conditions, failure to maintain your overseas student health cover (OSHC), failure of maintain your current contact details with the college, and non-payment of fees. More information can be obtained from DHA and AEC websites. AEC will provide you further information in your pre-departure information pack and the student orientation program on arrival.

Course Information and Terms of Offer

You have accepted the above offer extended by AEC via their offer letter and understand that this offer constitutes the basis of the agreement for your studies at AEC. Refer to the following information on course duration, study period, applicable fees, and the relevant college policies and procedures;

The National Code requires that course duration includes structured holiday breaks and also allows the duration of respective courses to vary according to each student's learning goals as reflected in the expected duration of study on the student's eCoE. Accordingly, all course durations defined in this agreement include holiday breaks. AEC has structured most of its VET courses as follows;

1. An academic year is divided in forty (40) contact/delivery weeks and twelve (12) weeks of holiday break
2. Therefore, a full academic year consists of four (4) academic terms of 10 weeks each; i.e. a total of forty (40) contact/delivery weeks per academic year. An academic term comprises of ten (10) contact weeks.

Students must commence their studies on the Course Start Date of each course. In compelling circumstances, off-shore students may negotiate a Later Date for commencement of their studies. All requests for change of course start date must be forwarded in writing to the College. On-shore students must apply for either suspension or deferral of studies accordingly to relevant policies and procedures of the College. If granted, suspension or deferral may result in extension of course duration; which may also have an impact on the duration of student visa.

During the course/enrolment period, any change in the course duration may be initiated by the student (e.g. deferral or suspension of studies etc.) or by the College (e.g. course progress, suspension of studies, study support etc.) in accordance with the relevant College policies and procedures. As the course, of course may have long-term implications on your career and academic aspirations, the College will discuss and ascertain the reason(s) for a change of course with you prior to making a decision on the application. Any change in course duration may also have an impact on your student visa.

Scheduled Classroom Hours

Under the requirements of The National Code 2018, and the prevailing student visa conditions, AEC schedules 20 hours face-to-face classes per week. Where applicable, and in accordance with Standard 8 of The National Code 2018, AEC shall also have an option to either schedule up to one-third of the units, or parts of the unit, for online or distance mode (currently not offered). When available during your enrolment with AEC, online delivery will be subject to the availability of AEC's online platform and/or resources and may not be available for the courses you have applied. AEC may also assign self-study hours as part of distance learning. When assigned, you will be provided with a structured learning plan and supporting learning resources.

Work Placement

AEC's current course do not currently have work placement component or requirement.

TUITION AND NON-TUITION FEES

Australian English College's current tuition fees and non-tuition fees are as follows:

Tuition and Non-Tuition Fees				
Refundable Fees *Please refer to AEC's Fees and Refund				
Foundation English 1 CRICOS: 095903G	AUD\$6,000	Certificate IV in Business CRICOS 095902J National Code: BSB40215		AUD \$12,000
Foundation English 2 CRICOS: 095904G	AUD\$9,000	Certificate IV in Hospitality CRICOS: 098085B National Code: SIT40416		AUD \$12,000
IELTS Preparation Course CRICOS: 098306E	AUD\$4,200	Diploma of Leadership & Management CRICOS: 098906C National Code: BSB51918		AUD\$12,000
English for Academic Purposes CRICOS: 098307D	AUD\$10,500	Diploma of Hospitality Management CRICOS: 098085B National Code: SIT50416		AUD\$18,000
Materials Fee (per term/Level)	AUD\$100	OSHC (Optional)		
Non-Refundable Fees and Charges *Please refer to AEC's Fees and Refund				
Enrolment Fee	AUD\$200	Re-issue of Certification of Completion (or Partial Completion)		AUD\$100
Late Payment Fee	AUD\$200	Recognition of Prior Learning (RPL) application Fee		AUD\$100
eCoE issue Fee/Revise eCoE Fee	AUD\$50/eCoe	RPL Letter		AUD\$20
ID Card Replacement Fee	AUD\$50	Deferral of study		AUD\$100
Re-assessment/re-sit per unit	AUD\$100/Unit	Re-issue of Testamur and Statement of Result(s)/each		AUD\$100
Homestay Placement Fee	AUD\$300	Airport Pickup		AUD\$150
Homestay Fee/week	AUD\$350	Card Surcharge		2.3%
Interim Transcripts	AUD\$10	Withdraw Administrative Fee		AUD\$150
Instalment Service Fee	AUD\$20/Instalment	Laminating		AUD\$10
Photocopy/Printing per page	AUD\$0.2/B&W \$0.4/Color	Late Enrolment Fee		AUD\$50
Confirmation Letter	AUD\$20	Change of Course Request		AUD\$50
RPL for Certificate II, III, IV	Pro-rata per unit			

Refer to a complete list of current fees and fee types available from AEC's Fee Schedule published on its website – <http://www.bic.edu.au> or with student admissions team at: studets@bic.edu.au. The materials fee covers learning materials and resources provided during each term. The materials fee does not cover the text books.

AEC does not charge any fee for Credit Transfers (refer to AEC's *RPL and Credit Transfer Policy*).

Fee details (including protection of fees):

Australian English Colleges protects fees paid in advance by overseas students. Overseas student fee protection is ensured as follows:

- All tuition and non-tuition fees will be held in a separate bank account that can only be drawn down when the student commences. The tuition and non-tuition fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system
- Australian English Colleges does not require overseas students to pay more than 50% of tuition fees prior to course commencement. (Students may choose to pay more than 50% of their tuition fees before the course commences, if permitted under the ESOS Act.)
- Upon application, students are required to pay a non-refundable AUD \$200 Enrolment Application Fee.
- Upon application, students are required to pay a non-refundable AUD \$50 eCoE issues Fee
- Upon application, optional non-refundable of homestay accommodation placement fee is required.
- All homestay accommodation fees must be paid to the agent unless otherwise advised by the agent.
- Upon signing and returning the *Letter of Offer and Student Agreement*, students are required to pay 50% of tuition fees.
- The balance of tuition fees must be paid on the date of course commencement.
- Australian English Colleges pays into the Tuition Protection Service (TPS) provided by the Australian Government.

Please note: Tuition and non-tuition fees do not include Overseas Student Health Cover (OSHC) or accommodation fees

FEES AND REFUNDS

The only refundable fees are the tuition fees. Fee refunds will be based on unexpended (unused) tuition fees.

Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing studies in that study period, any refund of tuition fees is contingent upon approval of the refund by the CEO.

The fees and charges required to be paid to AEC by a student will be as specified in a signed written agreement between the student and the College that is entered prior to the student commencing in the course(s) to which the agreement pertains. You can pay your fees by bank cheque, credit card (excluding Diners and 2.3% surcharge applied) or direct bank deposit. All pre-paid fees are protected in line with the ESOS Framework that regulates the standards for provision of education to overseas students.

You are responsible for keeping copies of receipts of any payments for tuition fees or non-tuition fees.

The types of fees and charges payable to the College by a student may include, without being limited to, the following:

- Tuition fees (including fees referred to as course or program fees)
- Materials fee
- Application fee
- Reassessment or unit re-sit fee
- Late payment fee or charges
- RPL fee
- Other contingency fees (e.g. lost student cards, replacement award/transcript)

AEC does not generally allow its education agents to collect any fees on its behalf. In exceptional circumstances where payments to an agent are approved and made under specific written instructions of the College, the College will treat these payments as payments made to the College. The following refund conditions and procedures will apply to all the fees whether paid directly to the College or through an approved agent of the College.

LATE PAYMENT AND NON-PAYMENT OF FEES

- A late payment charge of \$200 may apply, where a student (or their agent in case of an international student) has not paid tuition fees by the fee due date notified to the student.
- A student who has outstanding fees owing to the College will not be permitted further action such as withdraw and enrolment (except where any Commonwealth or State legislation or code of practice provides otherwise) and will have their academic results withheld (as such will not be eligible to graduate) until the fee debt is paid in full.
- Australian English Colleges may suspend or cancel a student's enrolment on the basis of the student's failure to pay an amount the student was required to pay Australian English Colleges to undertake or continue the course as stated in the *Letter of Offer and Student Agreement* and in accordance with Australian English Colleges's *Fees and Refunds Policy and Procedures* and *Deferral, Suspension and Cancellation Policy and Procedures*.

If you are experiencing difficulty in paying your fees, you are invited to call our office to discuss alternative arrangements for payment and complete the Financial Assistance Form that would allow you to continue your studies uninterrupted, while not causing undue hardship to Australian English Colleges. Australian English Colleges reserves the right to suspend or cancel the enrolment of students due to non-payment of fees where no alternative arrangements for payment have been made. Overseas students whose enrolment is suspended or cancelled for non-payment of fees will be reported to Department of Education and Training via PRISMS under student default. Students have the right to appeal this decision within 20 working days in accordance with the *Complaints and Appeals Policy and Procedures*. If you do not appeal against the decision to report you, or if your appeal is unsuccessful or you withdraw from the process, Australian English Colleges will report you to the Department of Education and Training via PRISMS for non-payment of fees. This action automatically alerts the Department of Home Affairs and may have an effect on your visa. For more information about your visa, you should go to the Department of Home Affairs website (<http://www.homeaffairs.gov.au/trav/stud>) or call them on 131 881.

Please note the following additional considerations related to provider-initiated suspension or cancellation of an overseas student's enrolment, per Standards 8, 9 and 10 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code 2018):

- Australian English Colleges may suspend or cancel a student's enrolment including, but not limited to, on the basis of the student's failure to pay an amount the student was required to pay Australian English Colleges to undertake or continue the course as stated in the Letter of Offer and Student Agreement
- The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk

Ceasing Provision of Educational Services

AEC refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- The student failed to pay an amount he/she was liable to pay the provider, directly or indirectly, in order to undertake the course
- The student breached a condition of his/her visa and has received a notice from AEC of intention to report the student to DET (Formally DEEWR) via PRISMS
- Misbehaviour by the student has resulted in AEC issuing the student a letter of intention to report the student to DET (Formally DEEWR) via PRISMS

Issuance of Certificate of Completion (or Partial Completion)

Australian English Colleges reserves the right to withhold the issuance of the Certification of Completion (or Partial Completion) until all tuition and non-tuition fees related to the course the Certification of Completion (or Partial Completion) relates to have been paid, except where Australian English Colleges is not permitted to do so by law.

Re-Issuing Certificate of Completion (or Partial Completion)

Records of Certificate of Completion (or Partial Completion) are kept on record for a period of at least thirty (30) years. Students can request copies of these at any time for an additional charge. The current fee for the re-issue of a Certification of Completion (or Partial Completion) is AUD\$100.

REFUNDS

Our refund policy is included in the *Letter of Offer and Student Agreement* that you are required to sign prior to commencement of your course to indicate acceptance of the offer of enrolment and the terms and conditions specified.

The following tuition and non-tuition fees are not refundable under any circumstances, including visa rejection:

- Enrolment Fee: AUD\$200
- Refund Process fee: AUD \$200 (required to process your application)
- eCoE issue/Revise Fee: AUD \$50/eCoE
- Airport pick-up fee: AUD \$150
- Homestay accommodation placement fee

Homestay accommodation

The homestay accommodation placement fee is non-refundable.

All homestay accommodation fees must be paid to the agent unless otherwise advised by the agent. Requests for refunds of homestay accommodation fees must be made to the agent. Australian English Colleges does not guarantee or refund any homestay accommodation fees.

Education agents

If you use an education agent and that agent charges their own fees to students (in addition to Australian English College's tuition and non-tuition fees), those fees remain the responsibility of the agent. Australian English Colleges is not responsible for the agent's own fees and does not protect or refund those fees under any circumstances.

Refunds prior to course commencement

- 100% refund where offshore student is refused a visa
- 100% refund where Australian English Colleges cancels the course prior to commencement (i.e. provider default)
- 100% refund where a student formally withdraws 29 days or more prior to the course commencement
- 50% refund where a student formally withdraws less than 28 days before the course commencement.
- 25% refund where a student formally withdraws less than 14 days before the course commencement.

Australian English Colleges may consider written requests for refunds due to compassionate and compelling circumstances and may increase the refund amount.

Refund after course commencement

- ELICOS Students Only: A partial refund may be made based on the number of classes attended and remainder of the course. The refund will be calculated from the day of the default as per section 7 of the ESOS Act (Calculation of Refund) Specification 2014. The student will be refunded the weekly tuition fees multiplied by the number of weeks the provider is in default.
- If a on shore student is refused a visa but has already commenced their course, the non-tuition fees will not be refunded. However, partial tuition fees will be calculated pro-rata and to be refunded upon the receiving of official refund application form as per Section 7 of the ESOS Act (Calculation of Refund) Specification 2014.

Compassionate and compelling circumstances

- A candidate/student is unable to obtain a student visa due to circumstances not caused by them or beyond their control;
- Illness or disability prevents a student from taking up the course;
- There is death of a close family member of the student (parent, sibling, spouse or child); or
- Other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the CEO as preventing a student from taking up the course

The candidate/student will need to provide related official documents for approval, AEC remains the right to refuse the application without the appropriated documentation. The candidate/student will have the right to choose whether to seek a full refund of the fees, or to accept a place in another course. If the candidate/student chooses placement in another course, the College will ask the candidate/student to sign a new student agreement to confirm acceptance of the placement.

Other circumstances where no refund (0%) will be provided

- If a student is refused a visa and the reason for the refusal is:
 - Did not start the course at the location on the agreed starting day or
 - Formally Withdraws from the course at that location or
 - Did not pay the tuition and non-tuition fees due
- Australian English Colleges terminates a student's enrolment because of a failure to comply with Australian English College's policies, unsatisfactory academic progress or attendance
- If a student is in breach of their student visa conditions
- If a student has supplied incorrect, false or misleading information.
- Where a student does not commence or formally withdraws from a course after the agreed start date or course start date, the student will not be entitled for a refund and will still be liable for the tuition fee for that/current term or study period.

Leave of absence, deferral, and suspension of studies do not entitle a student for a refund of tuition fees for the duration for which such absence, deferment or suspension were effected;

- A student whose enrolment is either suspended or cancelled by the College for whatsoever reason during an enrolment period, including but not limited to misbehaviour or non-payment of fees to the College, shall not be eligible for a refund for that term;
- Australian English Colleges may consider written requests for refunds due to compassionate and compelling circumstances as indicated above and may increase the refund amount.

Procedure for Claiming Refunds

- All refund claims must be submitted in writing via College's Refund Request Form accompanied by appropriate supporting documents as specified to the College reception.
- All refund applications must be made and signed in person by the student. Where it is not possible for a student to be present in person (e.g. students residing overseas or international students) to claim a refund, the student must send a scanned copy of their signed forms to the Student Admissions Officer either by email or facsimile. On receipts of email or facsimile applications, the Student Admissions Officer will verify student's signatures on records and may also telephone the student to verify student's identity. No refunds will be made on email or facsimile applications until the time when student's identity has been verified.
- All applications for the refund will be authorised by the Chief Executive Officer (CEO).
- When an amount is refunded to an international student, AEC will provide the student with a statement explaining how the refund amount has been calculated.
- A refund of fees in relation to an international student will be made in the same currency in which the fees were paid and be made to the party who entered into the written agreement with the College, unless that person directs the College otherwise in writing.
- In normal circumstance, the College will refund the amount within 20 working days after receipt of the completed and signed Refund Request Form together with appropriate supporting documents.
- Payments will be made to students either by cheque (domestic students) or telegraphic transfer (international students) in their nominated bank accounts.

Grievances and Appeals

Once a decision is made on a student's application for fee refund, the student will be notified in writing of the outcome, including reasons for the decision. A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the Student Complaints and Appeals Policy and Procedure.

The policy can be obtained from AEC's website (<http://www.bic.edu.au>) or through student services (students@bic.edu.au) or the front desk.

Availability of the College's complaints and appeals processes does not remove the right of a student or an intending student to take action under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

AEC's Responsibilities

Quality Commitment

The College is committed to providing quality training and services to all its clients and stakeholders. The College has a robust quality assurance framework informed by its *Quality Principles*, *Quality Policy*, *Quality Assurance Policy*, and *Continuous Improvement Policy and Procedure*.

The College is also committed to making its training programs accessible to all members of the community regardless of race, religion, culture, language, or physical attributes; and that they are supported in an equitable manner to access, participate and achieve to the same level. The College is aware of its legal and legislative responsibilities as an International Education Provider in particular the ESOS ACT 2000, Amendments to the ESOS ACT 2010, The National Code of Practice 2018 and Standards for RTOs 2015 and shall comply with the standards in delivering quality educational services to its clients. The National 2018 can be accessed at;

<https://www.legislation.gov.au/Details/F2017L01182>

<https://internationaleducation.gov.au/regulatory-information/education-services-for-overseas-students-esos-legislative-framework/national-code/Pages/default.aspx>

Further information: Important College Forms and Policies: <http://www.bic.edu.au>

Tuition Assurance Scheme

The Tuition Protection Service (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 in adverse events international students are able to either:

- Complete their studies in another course or with another education provider or
- Receive a refund of their unspent tuition fees

Under the provisions of changes to the Education Services for Overseas Students Act 2000 enacted on 20th of March 2012 as part of the Government's second phase response to the Baird Review, AEC will contribute annually to TPS and meet the new regulatory requirements. As a principle, the college will hold all pre-paid fees in a separate bank account and not utilise those funds until the time the students commence in their respective courses; and drawn down the funds as per the agreed fee scheduled.

The college will provide all the fee related information to its students prior to and after enrolment as specified under the relevant SRT0 standards and maintain the required records on student files for reference and verification

Specific fees and refund of fees conditions will be articulated in separate Fees and Fees Refund Policies and Procedures. More information on TPS can be found at - <https://tps.gov.au/>

Cessation of RTO Registration or Courses

If, for any unforeseeable reasons or event, the RTO ceases to deliver any part of the agreed courses, the RTO shall;

- Inform the students within 48 hours of any such changes occurring;
- Communication methods will include (but not limited to) announcement on college's website, emails, phone calls, student meeting/information session, and via college front desk;
- Nominate and provide a contact person's name and contact details, as well as a 24-hour contact number, to assist the students with any enquiries or concerns;
- Make all the necessary arrangements for student transfer/transition as per its obligations under the relevant and the applicable laws and regulations;
- Act in the best interest of students;
- Provide information on, and process, any due refunds of unexpended tuition fees;
- Provide up-to-date student academic records or any other student records required; and
- Assist with and cooperate with the regulator in the process, and transitioning of students

For further information, contact info@bic.edu.au or visit college website – <http://www.bic.edu.au>

Conditions of Enrolment

An individual is deemed to be an enrolled student at the College when he/she has an active CoE (Confirmation of Enrolment as determined by PRISMS) which is delineated by a start date and an end date and corresponds to a particular course or courses of study. Subsequent to the commencement of the course, maintaining enrolment in a course of study is subject to the following conditions. Failure to meet each and all of these conditions may result in your enrolment being suspended or cancelled:

Achieving satisfactory academic performance according to the College Course Progress Policy: this means meeting the minimum attendance and academic performance requirements as detailed in the policy. Detailed information on how to achieve satisfactory results in particular units of study is contained in the course information provided to students.

Attendance Policy for ELICOS: You must meet attendance requirements in order to satisfy the conditions of your visa. These attendance requirements will be clearly explained to you during the orientation program.

- Students on an Australian student visa are required to maintain at least 80% attendance all the time during their enrolment. This means that you attend at least 80% of the scheduled contact hours for your course.
- If your attendance drops below 85% in a term or you are absent for 5 consecutive days without approval (e.g., a medical certificate or an approved temporary suspension of studies/leave of absence – see the [Deferral, Suspension and Cancellation](#) of the *Student Handbook* for more information), Australian English Colleges will send you a *First Warning Letter for Unsatisfactory Attendance* and invite you to an intervention and strategy meeting. At this meeting you will discuss the reasons for your unsatisfactory attendance and agree on an appropriate intervention strategy, including weekly follow-up meetings and a range of support options that we can offer you.
- If, after providing you with this support, your attendance continues to be unsatisfactory, you will be sent the *Second Warning Letter for Unsatisfactory Attendance* and invited to another meeting. At this meeting you will discuss your continued attendance issues and the risks to your enrolment and visa if your attendance does not improve.
- If, as a result of your unsatisfactory attendance, it is determined that you will be unable to achieve 80% attendance for the term even if you attend all scheduled contact hours for the rest of the term, you will be sent a *Notice of Intention to Report for Unsatisfactory Attendance*, advising you of AEC's intention to report you to the Department of Education and Training for not meeting attendance requirements. (An exception to this is that if your attendance is between 70%-80% and you have satisfactory course progress as defined in the *Course Progress and Attendance Policy and Procedures*, you will not be reported; however, if either of those circumstances changes, you will be reported in accordance with the policy.) The letter will also explain your right to access Australian English College's Complaints and Appeals process within 20 working days of the date of the letter.
- Please note the following additional considerations related to provider-initiated suspension or cancellation of an overseas student's enrolment, per Standards 8, 9 and 10 of the National Code 2018:
 - Australian English Colleges may suspend or cancel a student's enrolment including, but not limited to, on the basis of a breach of course progress or attendance requirements by the overseas student which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code 2018.
 - The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk
 - Further to this, Australian English Colleges only reports unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:
 - the internal and external complaints processes are completed, and the decision or recommendation supports Australian English Colleges,
 - the overseas student chooses not to access the internal complaints and appeals process within the 20 working days period,
 - the overseas student chooses not to access the external complaints and appeals process, or
 - the overseas student withdraws from the internal or external appeals processes by notifying Australian English Colleges in writing.

Attendance Roll: This will record your Time In at the college, your Time Out leaving the college, and your signature.

Attending the scheduled classes: Face-to-face classes are scheduled for 20 hours per week. To ensure academic performance and course progress, AEC monitors student attendance and participation in lessons, in-class assessment activities and tasks.

Notifying the College of change of contact details: You are obliged to notify AEC immediately of any change of postal address, phone number and email address while enrolled at the College. This is primarily to ensure that any notifications sent to you of visa breaches are sent to your current address. It is also important for ensuring you receive other important notifications from the College, especially those that relate to the College's course progress intervention strategy.

Meeting all Student Visa conditions as prescribed by the Department of Immigration and Border Protection (DHA - Formally DIAC): Notably, these include, but are not restricted to:

- Maintaining a full-time enrolment in your registered program.
- Maintaining Overseas Student Health Cover membership.
- Informing the College of change of address

Abiding by the College Code of Practice: Disruptive behaviour in class and failure to observe the AEC's Student Code of Practice may result in your enrolment being cancelled. In such a case you will not receive a refund of fees, and all outstanding fees and charges will become due at the date of your enrolment being cancelled.

Maintaining a satisfactory academic progress: As many of the assessment tasks are designed to be completed in the classroom/learning sessions, students must maintain a satisfactory level of attendance in all their designated learning sessions/classes as per College's timetables. Satisfactory attendance is determined based on the fact that the student has attended and completed all the designated in-class assessment tasks; participated in all the required in-class learning activities as part of their assessment process; and, completed their major assessment tasks as per the assessment schedule. Remaining absent from the classes without an approved leave of absence may result in a breach of assessment conditions of a particular unit of competency.

Applying for a leave of absence: All on-shore students must notify College if they are unable to attend the College for any reasons. Application for a leave of absence must be made in writing. Unexpected absence due to sudden illness or other compelling circumstances must be notified to the College earliest possible. Leave of absence is only granted on compassionate grounds for a maximum period of two weeks within an academic term. Any student absent from the classes for two consecutive weeks without due notification or approval may have their enrolment suspended on disciplinary grounds. Longer term leave will be considered in accordance with College's Deferral, Suspension, and Cancellation of Enrolment Policy.

Attending student orientation session: Students must attend a scheduled student orientation session upon commencement of their studies or, in the case of late arrival, attend the next scheduled student orientation session.

Participating in Student Surveys: You may be required to participate in student surveys by both AEC and the National VET Regulator, Australian Skills Quality Authority (ASQA) from time to time. AEC may also conduct a survey of education agents from the students. Participation is not mandatory, however, it is expected that you will help AEC and the regulator collect the quality data for continuous improvement.

Terms of Enrolment

Terms of offer as outlined in Clause 5 of this agreement, and any conditions as per the *Letter of Offer*.

- You may apply for credit from previous studies either via credit transfer or RPL (Recognition of Prior Learning). Credit transfer applications must be indicated at the point of application. The application form for Recognition of Prior Learning details the process for requesting RPL and how it is assessed. Applications for RPL must be submitted at least two weeks prior to the commencement of your course. Applications are usually processed within 2 weeks of submission. RPL, if granted may affect the duration of the course, and the student visa conditions. RPL fees are payable separately; and may amount to the fee equivalent to a unit fee on a pro-rate course fee basis.
- Before a unit of competency can be repeated due to non-completion or a Not Yet Competent result, the tuition fees in relation to the unit must be paid in full regardless of any fees that may have been paid in advance for other unit or course.
- Under exceptional circumstances, and at the discretion of the College, you may be permitted to commence a course up to two (2) weeks after the published course start date. If you arrive later than two (2) weeks after the course start date, you will need to defer to the next term. This deferral must be formally granted by the College. For late commencements, special considerations for refund of tuition fees will be exercised with mutual agreement.
- The College reserves the right to change or replace lecturers or tutors at any time, cancel a course or unit prior to commencement of each semester and make changes to the syllabus or timetable at any time within its rights as an education provider; and without breaching any provider obligations under prevalent laws and standards.
- Fees stated in this agreement apply to the enrolment period(s) detailed in items 4. Tuition fees for an individual student will not increase during the duration of the course(s) as indicated in this agreement.
- If your visa status changes (e.g. you become a temporary or permanent resident), you will continue to pay full overseas student tuition fees for the duration of the enrolled program.

Privacy Policy & Sharing of Personal Information

- Information is collected on this written agreement and during your enrolment in order to meet the College obligations under the ESOS Act and the National Code 2018; and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.
- Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information may include personal and contact details, course enrolment details, and the circumstances of any breach of a student visa condition.
- Under the Data Provision Requirements 2012, the College is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).
- Your personal information (including the personal information contained on this enrolment form and your training activity data) may be used or disclosed by the College for statistical, regulatory and research purposes. The College may disclose your personal information for these purposes to third parties, including:
 - School – if you are a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
 - Employer – if you are enrolled in training paid by your employer;
 - Commonwealth and State or Territory government departments and authorised agencies;
 - NCVER;
 - Organisations conducting student surveys; and
 - Researchers.
- Personal information disclosed to NCVER may be used or disclosed for the following purposes:

- Issuing a VET Statement of Attainment or VET Qualification, and populating Authenticated VET Transcripts;
- Facilitating statistics and research relating to education, including surveys;
- Understanding how the VET market operates, for policy, workforce planning and consumer information; and
- Administering VET, including program administration, regulation, monitoring and evaluation.
- You may receive an NCVET student survey which may be administered by an NCVET employee, agent or third-party contractor. You may opt out of the survey at the time of being contacted.
- NCVET will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVET policies and protocols (including those published on NCVET's website at www.ncvet.edu.au).
- You may also be contacted by ASQA for a survey on your student experience during or after your enrolment with us.

Students under 18 years of Age

Where application involves a student under the age of 18 years, Australian English Colleges will be required to provide additional information to the Department of Education and Training that relates to the accommodation, support and general welfare of the student where Australian English Colleges has accepted the responsibility for these areas. **Please note: Australian English Colleges currently does not accept students under 18 years of age.**

Unique Student Identifier (USI)

- From 1 January 2015 if you are undertaking nationally recognised training you will need to have a Unique Student Identifier (USI). This includes all students who are continuing a course they started prior to 2015 (e.g. on-shore international students), and all new students. You should review the Fact Sheet: Student Information for the Unique Student Identifier available at the USI website - www.usi.gov.au/students
- If you have a Unique Student Identifier (USI), you must provide it to the College at the time of enrolment for verification purpose.
- If you do not already have a Unique Student Identifier (USI) the College can apply for a USI to the Student Identifiers Registrar (Registrar) on your behalf with your consent. Please see College's Unique Student Identifier Policy and the form.
- If you do not already have a Unique Student Identifier (USI) and you want the College to apply for a USI to the Student Identifiers Registrar on your behalf, the College will provide to the Registrar the following items of personal information about you:
 - Your name, including first or given name(s), middle name(s) and surname or family name as they appear in an identification document;
 - Your date of birth, as it appears, if shown, in the chosen document of identity;
 - Your city or town of birth;
 - Your country of birth;
 - Your gender; and
 - Your contact details.
- When we apply for a USI on your behalf the Registrar will verify your identity. The Registrar will do so through the Document Verification Service (DVS) managed by the Attorney-General's Department which is built into the USI online application process if you have documents such as a Medicare card, birth certificate, driver licence, Australian passport, citizenship document, certificate of registration by descent, ImmiCard or Australian entry visa.
- In accordance with section 11 of the Student Identifiers Act 2014 Cth (SI Act), we will securely destroy personal information which we collect from you solely for the purpose of applying for a USI on your behalf as soon as practicable after the USI application has been made or the information is no longer needed for that purpose, unless we are required by or under any law to retain it.
- The personal information about you that we provide to the Registrar, including your identity information, is protected by the Privacy Act 1988 Cth (Privacy Act). The collection, use and disclosure of your USI are protected by the SI Act.
- The Registrar's Privacy Policy contains information about how you may access and seek correction of the personal information held about you and how you may make a complaint about a breach of privacy by the Registrar in connection with the USI and how such complaints will be dealt with.
- You may also make a complaint to the Information Commissioner about an interference with privacy pursuant to the Privacy Act, which includes the following:
 - Misuse or interference of or unauthorised collection, use, access, modification or disclosure of USIs; and
 - A failure by us to destroy personal information collected by you only for the purpose of applying for a USI on your behalf.
- For information about how AEC collects, uses and discloses your personal information generally, including how you can make a complaint about a breach of privacy, please refer to AEC *Privacy Policy* which can be found at <http://www.bic.edu.au> and by requesting from Student Services – studentservices@bic.edu.au
- Please refer to College's *Unique Student Identifier Policy* for further information and reference on USI requirements, which can be found at www.bic.edu.au and through College reception.

Rules of Progression: Packaged Courses

- Students who enrol in packaged courses, i.e. enrolling in certificates courses leading to diploma or advanced diploma courses MUST fully complete each preceding qualification before they can progress to the next one (e.g. a certificate III must be completed before a student can progress to a certificate IV, and a certificate IV must be completed before a student can progress to a Diploma etc. as part of packaged courses).
- Students failing to achieve satisfactory academic outcomes will be subjected to college's *Course Progress and Completion within Expected Duration* policies and procedures.

Credits for Packaged Courses

- Some course structures may have common units between different courses, which is more relevant if a student has enrolled in a packaged course (e.g. a packaged course comprising more than one qualifications leading to the principle course of study, such as Certificate III + Certificate IV + Diploma + Advanced Diploma) over a prescribed duration.
- Students progressing between the courses will be granted course credits as per AQF guidelines (AQF Qualifications Pathways Policy section 2.1.8). As the granting of credits may have an impact on the course duration, students who have been granted credits in the subsequent qualifications will have their eCoEs amended through PRISMS.

Transfer between Providers

- Except in the case of limited circumstances or at the discretion of the College, a student cannot transfer to another registered provider prior to the completion of six months of his/her principal course of study. The principal course is the main course on the student's visa. The policy of the College is to ensure that it does not enrol any transferring international Student prior to the 6 months of their principal course being completed unless that Student has a valid letter of release agreeing to such a transfer.
- This policy applies to all students enrolled at the College. Those Students who have not commenced their 'principal' program will also need a letter of release (from both the College and further education provider) to be able to enrol in another institution.

- Our broad policy is to agree to all transfer requests unless there are some particular factors that need to be taken into consideration. These include but may not be restricted to:
 - A student requesting a transfer has an inaccurate understanding of what the transfer represents to their study options
 - The student still owes the College tuition fees
 - It is suspected that the student is seeking transfer only to avoid being reported to DE (Formally DEEWR) for failure to meet academic progress or attendance requirements.
 - The College considers this transfer to be detrimental to the student's interests
 - The reasons stated for the request to transfer have not been adequate
 - The transfer does not appear to be for the purpose of an educational or career-oriented benefit
 - The course you have requested transfer to is the same as your currently enrolled principal course
 - The primary reason for a transfer request is for a different class schedule which is more suited to the student's current or anticipated work commitments
 - The primary reason for a transfer request is for the purpose of an immigration outcome
- In the case of a student transferring to another provider, AEC will not charge a student for a letter of release.

Plagiarism

- Plagiarism is when you take someone else's work and submit it for assessment as your own. This can include copying blocks of text from sources such as reference books into your own assignment and neglecting to reference or 'credit' the original source.
- Plagiarism is a very serious offence in Australia and there are harsh penalties for the practice, which may include an automatic fail of your unit. This will put your student visa in jeopardy. If you wish to use someone else's work, you must reference it and explain it how it relates to and supports your own work and the case you are trying to build. You must never submit another student's work as your own. For help on using correct referencing please contact the AEC staff.

Consumer protection

- The ESOS legislation provides consumer protection if a student or institution defaults on the course the student is enrolled in. It is amply covered under AEC's *Fee Refund Policy and Procedure*.

Student Entitlement

- You are entitled at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation or transfer, prior to completing the qualification, provided you have paid in full for the tuition related to the units of competency to be shown on the Statement of Attainment.

Appeal Policy and External Grievance Procedure

- There is an external grievance process available to students if they have exhausted the above procedures and still feel unsatisfied. Complaints from overseas students may be investigated by Australian Skills Quality Authority (ASQA), the Overseas Students Ombudsman, or, in some cases, another agency. In most cases, you will be referred to the Overseas Students Ombudsman. You can complain to the Overseas Students Ombudsman if you believe the College has not followed the rules correctly or treated you fairly. <http://www.ombudsman.gov.au/>
- You may also seek legal redress through the usual court processes if they feel unsatisfied. AEC may not be liable for the cost of such action. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

This written agreement, and the availability of complaints and appeals processes, does not remove the right of the student (you) to take action under Australia's consumer protection laws.

COMPLAINTS AND APPEALS

Complaints

Complaints should be made in writing using the *Complaints and Appeals Form*. The CEO will then review the complaint, record the details of the complaint on the *Complaints Register*, and commence process of investigation within 10 working days of receiving the completed *Complaints and Appeals Form*.

The investigation may include such processes as requesting additional information from the complainant, respondent or other involved parties. This may be in writing, over the phone, or face-to-face. Where the meeting is face-to-face, the complainant may be accompanied by a support person. If the matter is in relation to a third party delivering Services on behalf of the RTO, the third party should be involved in the resolution of the complaint.

The CEO will review the information and decide on an appropriate response. Where deemed necessary by the CEO, the matter may be reviewed by other members of the management team to arrive at an appropriate resolution.

The complaint must be completely resolved within 60 calendar days of receipt of the completed *Complaints and Appeals Form*. If the matter is particularly complex and it is going to take longer to resolve, the complainant is to be advised in writing, along with reasons for the extra time. The complainant must then be provided with updates on progress on a weekly basis thereafter until the matter is resolved.

Within 10 working days of concluding the investigation and review, the CEO will provide a written response to the complainant using the *Notice of Complaint Decision* letter, including:

- The RTO's understanding of the complaint
- The steps taken to investigate and resolve the complaint
- Decisions made about resolution, with reasons for the decisions made
- Areas that have been identified as possible causes of the complaint and improvements to be recommended
- The complainant's right to access Australian English College's Complaints and Appeals process within 20 working days of the date of the letter if they are not satisfied with the outcome of the complaints process.

The CEO will then update the *Complaints Register* so it includes the outcome of the complaint and update the *Continuous Improvement Register* for any improvements to be made as an outcome, in accordance with the *Quality Assurance Policy and Procedures CG3* (if applicable). The complaint and its outcome will be discussed at the next management meeting, and the CEO will document staff-related issues in the staff files (if applicable).

In the case of complaints made by students, Australian English Colleges will maintain records of the complaint and all related documents on the student's file for at least 2 years after the person ceases to be an accepted student.

Appeals

Appeals should be made in writing using the *Complaints and Appeals Form*. The CEO will then review the appeal, record the details of the appeal on the *Appeals Register*, and commence the process of investigation within 10 working days of receiving the completed *Complaints and Appeals Form*.

For all types of appeals:

- Within 10 working days of concluding the investigation and review, the CEO will provide a written response to the appellant using the *Notice of Appeal Decision*, including:
 - The RTO's understanding of the reasons for the appeal
 - The steps taken to investigate and resolve the appeal
 - Decisions made about resolution and reasons for the decisions
 - If relevant, areas that have been identified as possible causes of the appeal and improvements to be recommended
 - Their right to the external appeals process and where to find more information on it
 - For international students, any impact on their enrolment status and/or student visa (if applicable)
- The appeal must be resolved within 60 calendar days of receipt of the completed *Complaints and Appeals Form*. If the matter is particularly complex and it is going to take longer to resolve, the appellant must be advised in writing along with reasons for the extra time. They must be provided with progress updates on a weekly basis thereafter until the matter is resolved.
- The Department of Education and Training will be notified through PRISMS of any impact on the student's enrolment status (if applicable). Note that any provider-initiated suspension or cancellation of an overseas student must abide by the following special conditions:
 - Australian English Colleges may suspend or cancel a student's enrolment including, but not limited to, on the basis of:
 - misbehaviour by the student
 - the student's failure to pay an amount the student was required to pay Australian English Colleges to undertake or continue the course as stated in the written agreement.
 - a breach of course progress or attendance requirements by the overseas student which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code 2018.
 - The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk
 - Further to this, Australian English Colleges only reports unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:
 - the internal and external complaints processes are completed, and the decision or recommendation supports Australian English Colleges, or
 - the overseas student chooses not to access the internal complaints and appeals process within the 20 working days period, or
 - the overseas student chooses not to access the external complaints and appeals process, or
 - the overseas student withdraws from the internal or external appeals processes by notifying Australian English Colleges in writing.

Appeals against assessment decisions

In the case of appeals against assessment decisions, the original assessment decision will be reviewed by having an assessor (independent of the original decision) mark the assessment task again. The assessment decision made during the appeals process will be considered the actual assessment outcome for the task, and the student will be advised of the decision in writing using the *Notice of Appeal Decision* as described above.

All other types of appeals

Upon receiving the appeal, the CEO will investigate the matter to identify the original decision made and the reasons for the decision. Further details from the appellant, respondent, the person who made the original decision, and/or other involved parties may be requested during this stage. This may be in writing, over the phone, or face-to-face. If the matter is in relation to a third party delivering Services on behalf of the RTO, the third party should be involved in the resolution of the appeal.

The appellant may request that an independent party (mediator) be involved in the process. Where this is requested by the appellant, they will bear the costs associated. Additionally, Australian English Colleges may decide to call upon an independent mediator to assist to resolve the issue where a decision cannot be reached internally. In this case, Australian English Colleges will bear the costs associated.

The CEO will review all relevant information and decide on an appropriate response and will notify the appellant using the *Notice of Appeal Decision* as described above. The CEO will then update the *Appeals Register* so it includes the outcome of the appeal and update the *Continuous Improvement Register* if applicable for any improvements to be made as an outcome, in accordance with the *Quality Assurance Policy and Procedures CG3*. The appeal and its outcome will be discussed at the next management meeting, and the CEO will document staff-related issues in the staff files (if applicable). In the case of appeals made by students, Australian English Colleges will maintain records of the appeal and all related documents on the student's file for at least 2 years after the person ceases to be an accepted student.

Independent Reviews by External Parties

If dissatisfied with the internal processes, the complainant/appellant may initiate an external complaint or appeal. Additionally, a complainant or appellant who has been through the internal processes may request that Australian English Colleges appoint an independent party to review the matter. For domestic students, the independent party used is Fair Trading NSW; however, complainants and appellants can seek their own external parties at their own cost. For overseas students, the independent party is the Overseas Students Ombudsman.

Australian English Colleges will co-operate fully in the process of the external party to investigate and review the matter. This will include but not be limited to providing full access to the relevant student file/s and the internal complaints records where permitted to do so by law. All staff will be instructed to cooperate in such instances and to give an accurate account of the events as they understand them.

The CEO will record details of external complaints on the *Complaints Register* and details of external appeals on the *Appeals Register*. These will be updated with new information as it becomes available.

Governing Law

This Agreement is subject to the Laws of the State of New South Wales and the Commonwealth of Australia. This Agreement comes into effect once you have returned a signed copy to the College. This Agreement will remain in force as long as you are an Enrolled student of AEC.

*This agreement will be governed by the laws of Australia and of states of New South Wales (NSW), as applicable. **This Agreement, and the availability of complaints and appeals processes, does not remove the right to take action under Australia's consumer protection legislation.** The College dispute resolution procedures do not circumscribe the student's right to other legal remedies, but any settlement agreed to is binding. This agreement may be varied if required by any Australian Government law or regulation. Personal information provided to the College may be given to Commonwealth and State agencies if required by law or regulation. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's protection laws.*

Ensure that you have fully read and understood this written agreement prior to signing. Acceptance of this written agreement is by signing the offer letter and acceptance on Page 2 of this document. You MUST also review your rights and responsibilities as international students as per the ESOS framework through the link provided below. Link to AEC's policies and procedures, and other useful information are provide below.

If you have any questions regarding your student visa conditions, please contact your education agent or an Australian High Commission/Consulate in your home country. Some useful links are provided below.

AEC: Forms and Policies

<http://www.bic.edu.au>

Department of Human Affairs (DHA)

<https://www.homeaffairs.gov.au/>

DHA: Visa conditions for Student visa holders

<https://www.homeaffairs.gov.au/trav/stud/more/visa-conditions>

ESOS Framework: Information for students

<https://internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx>

The Department of Education and Training has released a new fact sheet for international students containing important information about their rights and responsibilities while studying in Australia.

<https://docs.education.gov.au/node/39586>

Unique Student Identifier (USI)

From January 1st, 2015, all students undertaking a nationally recognised VET course, including international students, must provide their training provider with their USI to receive their statement of attainment or qualification. You may apply for a USI once you arrive in Australia. The college may also apply for a USI on your behalf if you consent to do so. A consent form will be included in your pre-departure pack; and be available from the college reception and website. More information on USI can be found at;

<https://www.usi.gov.au/about>

Useful Links

Study in Australia

<https://www.studyinaustralia.gov.au/>

<https://www.australia.gov.au/information-and-services/immigration-and-visas/studying-in-australia>

International Students in Australia

<https://www.australia.gov.au/information-and-services/education-and-training/international-students>

<https://www.service.nsw.gov.au/support-international-students>

Study Assist

<https://www.studyassist.gov.au/help-loans-and-csps/international-students>

-- End of Agreement --