

Date: 15 March 2023

OFFER AND ACCEPTANCE AGREEMENT

Student Name	Mr Dilini Shanika Wann Arachchi Kankanamge
Student ID	TGO3245
Date of Birth	06/10/1990
Agent	Tingo Education Australia Pty Ltd
Course Name	Master of Information Systems(102296H)
Course Outline	This course consists of 16 units, 12 Core Units-1 Elective Unit-3 Specialisation Units
Course Pre-requisite	Academic; Successful completion of an Australian Bachelor degree or equivalent. English; IELTS 6.5 or equivalent
Start Date	01/05/2023
Finish Date	15/11/2024
Duration ¹	5 Semesters
Credit Exemption/s	HELE-1, HI5030, HI6041
Study Mode	Full Time Attending
Campus	Melbourne
CRICOS Provider	Holmes Institute Pty Ltd ATF Holmes Institute Trust 02639M

Conditions of Enrolment

1. Achievement of all documented English and academic entry requirements pertaining to individual courses.
2. Fulfilment of the Visa requirements of the Australian Government.
3. Notify Holmes of your address in Australia, and any change of that address while you are enrolled in the above course.
4. The minimum payment of 2 units tuition fee must be received prior to subject selection.
5. Verification of a Letter of Release may be required prior to issuing a confirmation of enrolment (CoE), if required.

Other Conditions

- 1) Students enrolled in a mid-semester intake must undertake a 3 unit enrolment (18 contact hours per week) in their first semester of study. Future semesters will be based on a 4 unit enrolment (12 contact hours) per semester. Students must undertake additional units during the following summer semester (trimester 3) to ensure course completion within the CRICOS course length.
- 2) Due to the intensive nature of this study mode, students must commence on the start date as noted in this offer letter. Failure to do so without approval will result in the cancellation of your enrolment and the forfeiture of tuition fees.
- 3) All outstanding fees are due and payable prior to commencement.
- 4) Students are expected to attend Orientation and Unit selection the week prior to enrolment.

STATEMENT OF FEES ²

TOTAL TUITION FEE ³

Master of Information Systems(102296H)	\$ 28,600.00
Total	\$ 28,600.00

DEPOSIT REQUIRED ⁴

Enrolment	\$ 250.00
Master of Information Systems(102296H)	\$ 1,000.00
Total	\$ 1,250.00

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FEE PLAN

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2023 HE MS Trimester 1	\$ 7,800.00
2023 HE Trimester 2	\$ 8,800.00
2023 HE Trimester 3	\$ 2,200.00
2024 HE Trimester 1	\$ 8,800.00
Total	\$ 27,600.00

- ¹ Course duration is an estimate only and will vary according to the study load in any given study period.
- ² All fees are in Australian dollars (AUD) and include GST where applicable.
- ³ Total tuition fee is an estimate only and will vary according to the study load in any given study period. Prices are subject to change each calendar year (approximately 4-5%).
- ⁴ The Deposit Required is equal to the Enrolment Fee plus the required deposit for the enrolled course/courses.
- ⁵ Fee Plans are approximate and assume a study load of 4 units per semester. All trimester fees are due and payable 14 days prior to the trimester commencement date.
- ⁶ Students who commence in mid trimester are required to study in the summer trimester in order to complete their course within the duration specified on their COE.

Payment Advice

To avoid delays in receipt of payment, please ensure all payments are in Australian Dollars (AUD\$).

Your Student ID TGO3245 must be quoted as the transaction reference / description

Prior to Payment

Prior to making payment students must provide a signed offer acceptance of the written agreement.

Please email your payment receipt to deposits@holmes.edu.au and include your Student ID TGO3245 as the subject

Bank Account Details

Account Name: Holmes Colleges
 St George Bank: (BSB) 333-047
 Account Number: 551832882
 Swift Code: SGBLAU2S

Credit Card Payment - VISA & Mastercard

<https://www.holmes.edu.au/pages/pay-now>

Yours Sincerely,

Alex Anderson
 Director - International

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Fee Information

Fees are due and payable according to the accompanying letter of offer.

Deposit is due on acceptance of the offer. Students may pay more than 50% of the total course fee if they wish. Fees for subsequent study periods are due 14 days prior to the commencement of the study period. Failure to make payment by the due date will incur additional late fees. Unpaid fees will result in the cancellation of a student's enrolment at the end of an appeals process. International students are required to demonstrate to the Australian Government sufficient funds to cover their studies in Australia. As such, financial hardship is not considered grounds for appeal. A fee of \$300 will be levied where an enrolment has to be reinstated after cancellation.

For Holmes packaged offers, the second and subsequent COE's will incur a \$1500 non-refundable deposit. Where a student has a packaged offer with a partner institution, and the Holmes course is the principal course Holmes reserves the right to impose a non-refundable deposit prior to the issue of a COE.

All fees are subject to change and it is expected fees will increase by 4-5% per year. Students are required to pay the current applicable fees which may differ from that quoted in the offer letter or on the COE. You will be required to pay the current fee that applies from the beginning of the next study period. If you defer your course, you will be required to pay the fees applicable to your new commencement date.

All semester fees are due and payable 14 days prior to semester commencement. Payment plans are available under special circumstances. Enquire at Student Services.

Non-payment of fees by the required date may result in the student:

- being charged a late payment fee
- not being able to enrol in chosen subjects
- not having access to learning materials
- not being eligible to sit examinations
- not receiving a transcript
- not graduating
- having their COE cancelled.

In addition to the fees outlined on this offer other fees may become due and payable during a course:

Program	Description	Price
All Programs	Enrolment Fee (Non-refundable)	\$250.00
All Programs	Enrolment Reinstatement	\$300.00
All Programs	Late Payment Fee	\$330.00
All Programs	Payment Plan	\$220.00
All Programs	Change of course/campus	\$220.00
VET	Supplementary / Extra assessments Theory	\$100.00
VET	Supplementary / Extra assessments Practical Cookery	\$250.00

Refund Policy

Student refund requests must be in writing, addressed to refunds@holmes.edu.au and include evidence supporting the request. All requests will be responded to within 28 days of receipt of request. If a refund is approved all refunds will be paid within 14 days of the approval. If Holmes Institute is unable to commence, continue or complete the delivery of a course tuition fees will be refunded within 14 days. All refunds will be paid to the person with whom Holmes has a contract unless written authority is received by Holmes to pay another party. In the case of students who have paid fees via a recruitment agent, refunds will be paid to the agent's account unless student authorises otherwise.

Accommodation

Accommodation fees will be refunded provided two weeks' notice is given before the commencement date of the homestay. If students cancel accommodation within two weeks before homestay commences, two weeks homestay fees will be deducted from the refund. Once in homestay, students must give two weeks' notice; otherwise, two weeks homestay fee will be deducted from the refund.

Visa Rejection

Tuition fees are refunded if a visa application is rejected. Enrolment and accommodation support fees are not refundable. Where a student's visa is refused in Australia making them ineligible to study for a course they are currently studying, a refund of unused tuition will be granted on a pro rata basis.

Withdrawal

If an enrolment is cancelled more than 28 days prior to commencement of the course there will be a cancellation fee equivalent to 25% of tuition fees paid. If an enrolment is cancelled within 28 days of commencement of the course, or the student does not commence on the agreed date, or withdraws from the course once it has commenced there will be no refund.

Deferral

Where a student has been granted a deferral prior to commencement of a course or trimester/semester, tuition paid will be transferred to the subsequent study period. Where the student does not take up his/her place in the subsequent study period, a refund will only be payable if the student visa is not granted.

Suspension

If suspension of the course is approved prior to commencement of the semester all fees paid for that semester will be held in credit. If student has enrolled in subjects and suspension of course is approved prior to census date all fees paid for that semester will be held in credit. If student has enrolled in subjects and suspension of course is approved after census date the unused portion of tuition fees paid will be held in credit. Where the student does not take up their place in the subsequent study period, a refund will only be payable if the student visa is not granted.

Misconduct

Where a student's enrolment is cancelled because of misbehaviour or breaching of visa conditions there will be no refund.

Provider default

Provider default is covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

In the unlikely event that Holmes is unable to deliver your course in full, you will be offered a refund of any unused course money you have paid to date. The refund will be paid to you within 14 days of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course at no extra cost to you. You have the right to choose whether you would prefer a full refund of unused course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If Holmes is unable to provide a refund or place you in an alternative course the Tuition Protection Service (TPS) will place you in a suitable alternative course at no extra cost to you, or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.

DISCLOSURE OF INFORMATION

Holmes collects and stores personal information in accordance with the requirements of the Australian Privacy Principles. Students signing this agreement agree and understand that Holmes collects personal information on this form and during the student's course in order to manage the student's enrolment and to meet Holmes' obligations to provide data and reports to a number of Commonwealth, State and Territory agencies and authorities, including the Tuition Protection Service (TPS). As agreed, by signing the offer above and these conditions, students agree to information being provided to their agent.

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The student has the right to access the personal information which Holmes holds in reference to them, subject to exception in relevant privacy legislations.

Holmes is bound by the provisions of the ESOS Act 2000 and the National Code 2018.

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.

DISPUTE RESOLUTION

It is the policy of Holmes Institute that any grievance lodged by a student or potential student will be resolved as swiftly as possible with fairness and equity to all concerned and at no cost to the student. All complaints should be made in writing to the Campus Director. Holmes will endeavour to resolve the complaint within 10 working days. If not satisfied the student may appeal the outcome by writing to the Directors. If still not satisfied the student may appeal to a third party (overseas students - overseas student ombudsman; domestic students - Resolution Institute). Holmes complaints and appeals policy can be found on the website. Address for all correspondence is studentservices@holmes.edu.au or the campus of your course.

TERMS AND CONDITIONS OF ENROLMENT AT HOLMES

As a Holmes student I will:

- retain a copy of the Written Agreement and receipts for any payments of tuition fees and non-tuition fees
- ensure my personal and contact details, including residential address, mobile phone number, email address and emergency contact details are current. Students must notify of any changes within 7 days.
- regularly check my student email account and if relevant to my course my Blackboard account
- make myself familiar with and abide by Holmes' policies as a condition of my enrolment
- enrol in each study period by the required deadline
- access course and enrolment information and course planning advice
- check to ensure my enrolment is correct and meets course qualification requirements (including any pre-requisite or co-requisite requirement)
- advise Holmes of any errors or omissions. Failure to advise of any incorrect enrolment details by the approved census or academic withdrawal dates may result in academic and financial penalties
- if necessary, amend my enrolment by the required critical dates for the study period
- pay all fees incurred from enrolment by the due date
- submit the required forms when applying for deferral, suspension or withdrawal from a course or subject, and provide the required supporting documentation
- ensure I have an accurate understanding of what the deferral, suspension or withdrawal represents to my study options as well as the financial implications
- accept, if applicable, the Advanced Standing as awarded within this offer and acknowledge that the course duration will be modified accordingly
- attend and participate in learning activities and fulfil the requirements of the assessments
- display a student ID card on campus
- complete the course qualification requirements within the maximum specified time allowed
- maintain a valid enrolment

In addition, if I am on a student visa I will:

- ensure I complete the course within the duration stated in the Confirmation of Enrolment (CoE)
- enrol in a full-time course load (usually defined as 4 subjects per semester), unless otherwise specified by the Dean or his/her delegate's recommendations or due to approval of compassionate or compelling circumstances
- abide by the conditions of my student visa.

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