

Date of Issue:

Reference #:

### Letter of Offer for Admission International Student

Dear \_\_\_\_\_.

It is with great pleasure to offer you admission to Australian Leading Institute of Technology at the 500 Spencer Street, West Melbourne, VIC 3003 campus for the following course(s):

1. Applicant Details	
Title:	
Family Name:	
Given Name:	
Date of Birth:	

2. Agent Details (if applicable)	
Agency Company Name:	StudyIn Pty Ltd.

### 3. Course (s) Details:

CRICOS Course Code	Course Details	Start - End Date	Duration (weeks)	Work placement
				N/A
Special Conditions: -				

«Course Desc»	
CRICOS Code	
Campus	500, Spencer Street, West Melbourne -3003
Mode of Study	Classroom Blended
Pre-requisites / Entry requirements	<p><b>Age requirement</b> minimum 18 years of age at the time of course commencement</p> <p><b>English language requirements</b> To enrol into this course with ALIT, international students, applying either off-shore or on-shore, must satisfy one of the following requirements:</p> <p>I. Either a minimum IELTS (General) test score of 5.5, no less than 5.0 in each band or equivalent for direct entry into a VET course;</p>



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	<p>Results more than two years old are not acceptable.</p> <p>OR</p> <p>II. Any AQF qualification at the Certificate III level or above in any discipline area delivered and assessed in English.</p> <p>OR</p> <p>III. For students from Assessment Levels 1 and 2 only, successful completion of ALIT's Language and Numeracy Test conducted on ALIT's campus (for onshore international students ONLY.)</p> <p><b>Academic requirements:</b></p> <p><b>Satisfactory completion of the equivalent of Australian Year 12 or higher and other academic entry requirement as per training package</b></p>
Other requirements	Students are required to invest 7-10 hours a week of self-directed learning to complete self-study and assessments.

### 4. Total Course Fee Details\*

#### BSB50120 Diploma of Business

Enrolment Fee	\$200
Material Fee	\$300
Tuition fee	
Total	

\*Fees are in Australian Dollar (AUD). Fees are reviewed annually and may be subject to change.

### 6. Financial Details (Future Payment Schedule)

Instalment	Due Date	Instalment name	Amount
<b>BSB50120 Diploma of Business</b>			
1.		Enrolment Payment including application fees	\$500
		Tuition fee Instalment	
2.		Tuition fee Instalment	
3.		Tuition fee Instalment	
4.		Tuition fee Instalment	
5.		Tuition fee Instalment	
6.		Tuition fee Instalment	
		Total	

### Delivery Mode Explained

Classroom	Classroom Blended including classroom sessions, self-study and theory assessment at home
Blended Delivery	and simulated workplace environment.

### 7. Enrolment Condition(s)

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### Your offer is subject to the following conditions:

It is your responsibility to meet all the conditions of your student visa (including having the correct visa subclass relevant to the AQF level you are studying).

At the time you apply for your student visa You must have OSHC that covers the entire period of your student visa and stay in Australia. Information regarding OSHC from DHA can be found here -

[https://www.privatehealth.gov.au/health\\_insurance/overseas/overseas\\_student\\_health\\_cover.htm](https://www.privatehealth.gov.au/health_insurance/overseas/overseas_student_health_cover.htm)

Should you ask the RTO to arrange your OSHC, your OSHC cover will start one month before the date of your Orientation. If you need to make adjustments to your OSHC policy (i.e. change the start date), you will need to contact us.

### Student Orientation Session:

Upon your acceptance of this offer and being issued with the Confirmation of Enrolment (CoE), it is **MANDATORY** for you to attend the **Student Orientation Session**. Failure to attend the Student Orientation Session without prior notification to the Institute will result in you defaulting on your acceptance agreement and result in cancellation of your enrolment with no refund.

### Student Orientation Session

**Date:**

**Time:**

**Location:**

Placement into the courses will not be guaranteed until you have accepted our offer, paid the initial payment required and a Confirmation of Enrolment (CoE) has been issued. Please see the following pages for details on how to accept your offer.

**The above letter of offer will be void if not signed and returned to RTO within 2 months from the date of issue or if the intake period has closed or if enrollment allocation is not available.**

Regards,

Admin Officer

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### INTERNATIONAL STUDENT OFFER & ACCEPTANCE AGREEMENT

#### Important Information

#### How to Accept Your Offer

It is important that you read and understand all sections of this Offer and Acceptance Agreement.

1. Please note all conditions detailed in this offer must be met before starting your course.
2. Please complete all sections and sign the Acceptance Agreement Declaration at the end of this document.
3. Please provide the completed and signed Offer and Acceptance Agreement (all pages of this document) in any of the following methods:
  - **Email confirm reply that you would accept this offer**
  - OR Print, sign on paper, scan and email to (info@alit.edu.au)
  - OR visit RTO in person to sign the documents located at 500 Spencer St, West Melbourne, VIC, 3003.
4. Please arrange payment of **Initial Payment required to confirm enrolment**. Please note that payment can only be accepted once Step 3 above has been received.

- **EFT Bank Transfer (preferred method)**

#### Bank Account Details

**Please use this Reference Description:**

**Account Name:** AUSWAY COLLEGE OF EDUCATION & TRAINING PTY Ltd.

**Bank Name:** Commonwealth

**BSB:** 063-074

**Account Number:** 10180987

**SWIFT Code (for overseas transfers):**

**Branch Address (for overseas transfers):**

- **In Person**

Payment can be made in person with cash, cheque or credit at the Institute's office located at 500 Spencer St, West Melbourne, VIC, 3003 Monday to Friday – 9AM to 6PM.

5. When all requirements have been met, your enrolment will be confirmed, and a Confirmation of Enrolment (CoE) will be issued.

#### Terms & Conditions of Enrolment:

Before signing and accepting this agreement please read and make sure you understand the Terms & Conditions of Enrolment.

#### **Section 1 - General**

- 1.1 You agree to the Terms and Conditions of Enrolment by signing this Offer and Acceptance Agreement. References to "the Institute" in this document refers to RTO.

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- 1.2 An application for refund must be authorised by the Principal Executive Officer (PEO) of the Institute or his or her nominee.
- 1.3 The Institute reserves the right to amend the Terms and Conditions of Enrolment at any time.
- 1.4 If someone else pays your fees on your behalf, the Institute reserves the right to notify them regarding tuition fee payments.
- 1.5 The Institute is obliged to inform the Department of Home Affairs and Department of Education of any change of status where you complete your program early, transfer to another provider, are excluded on academic grounds or fail to meet your visa conditions, make changes to your study program or otherwise change the expected completion date of your study.
- 1.6 For information on non-tuition fees which may apply during your enrolment depending your individual circumstances, please see [www.alit.edu.au](http://www.alit.edu.au). Below is a list of current non-refundable fees and charges.

Fees	Total Amount	Frequency
Material fees	\$300 (per course)	At commencement of course
Deferment Fee	\$200.00	
Application fees	\$200.00	At enrolment
Change of CoE	\$200.00	At application
Supplementary Assessment	2 free re-assessment attempts	
Supplementary Assessment	\$200/after two free resubmission attempts	
Unit Repeat cost	\$550	
Replacement Student ID	\$25.00	
Credit Transfer	No Charge	N/A
Certificate re-issue fee	\$100 for certificate re-issue	
Student Photocopying	10c per page	
Overseas Health Cover	Please refer above to the cost-of-living section.	
Interim academic transcript	No Charge	N/A
Late payment fees	\$150	Weekly
Airport Pickup	\$150	

## Section 2 – Default

### 2.1 Student Default

A default is where:

- 2.1.1 You do not commence your program on the agreed start date and have not previously withdrawn.
- 2.1.2 You withdraw from the program either before or after the agreed start date.
- 2.1.3 The Institute refuses to provide, or continue providing the program due to one or more of the following:
  - a. you failed to pay an amount payable for the program.
  - b. you breached a condition of your student visa.
  - c. misbehaviour by you.

### 2.2 Student Default and Refund

The following table outlines the scenarios for refunds.



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No.	Situation	RTO Refund fee
1	RTO does not deliver the program for which the student has paid for the following reasons: The course does not begin on the agreed commencement date. The offer is withdrawn by the Institute and incomplete information is provided by the student. The course ceases to be provided, before any training and/or assessment. The course is not provided in full to the student because a sanction has been imposed on the registered provider Visa refused (before commencement).	Full Refund on tuition fees
2	Withdrawal notified in writing and received by the Institute 28 days or more prior to course commencement.	70% refund of tuition fees
3	Withdrawal notified in writing and received by the Institute after the course commencement.	No refund
4	Visa Refused (After Commencement)	Charged according to the study period

Application rejected by RTO	Full refund of tuition fee NOT including application fee (\$200)
Visa refused prior to course commencement OR withdraw at least 10 weeks prior to agreed start date	Full refund of tuition fee NOT including application fee (\$200) The amount of unspent pre-paid fees that the provider must refund the student for the purpose of subsection 47E (2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount: the lesser of: (a) 5% of the total amount of prepaid fees that the provider received in respect of the student for the course before the default day; or (b) the sum of \$500

Withdrawal more than 4 weeks and up to 10	70% refund of tuition fees NOT including application
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weeks prior to agreed start date	fee (\$200)
Withdrawal less than 4 weeks prior to agreed start date	25% refund of tuition fees NOT including application fee (\$200)
Withdraw after the agreed start date	No refund.
Enrolment is cancelled due to student's misconduct or non-compliance with the rules and regulations set by the Australian Government	No refund.
Course withdraw by RTO (Before the agreed start date)	Full refund including application fee.
Course withdraw by RTO (RTO is unable to deliver the course after the agreed start date)	Refund of unused tuition fees. Pre-paid fees may be transferred to an alternative enrollment where the student agrees.
The course is not provided fully to the student because the RTO has a sanction imposed by a government regulator	Return of unused tuition fees.
Recognition of Prior Learning (RPL) fees	No refund if Statement of Attainment provided.
Abandons the course during the study period	No refund and the balance of all outstanding fees for the course to be invoiced to the student.
Visa extension is refused	Once the term starts, the fee is not refundable. Students have their own responsibilities to ensure they have valid visa(s).
Withdrawal from study - current students (not including English Language Studies' students) with confirmed extenuating circumstances) *	Refund of unused tuition fees (of the following term/s) (Notification of Withdrawal from Studies) Form

2.3 You may withdraw from a course of study after the commencement date and apply for a refund if you believe the withdrawal was for special circumstances. The Institute will refund the pro rata amount of tuition fees if satisfied that special circumstances apply that:

- Are beyond your control;
- Did not make their full impact on you until on or after the commencement date for the course of study;
- Make it impracticable for you to complete the requirements of the course of study.



Each application for refund under special circumstances will be examined on a case-by-case basis together with supporting documentation that has been provided to substantiate the claim.

**2.4 Provider Default**

The Institute defaults if:

2.4.1 the Institute fails to deliver the program on the agreed start date.

2.4.2 the Institute ceases to deliver the program at any time after the commencement but prior to completion.

2.5 If you default under Section 2.1 (student default) before the Institute subsequently defaults section 2.4, provider default will not apply to your case.

2.6 The Institute will refund any unused tuition fees within 2 weeks of the default.

2.7 The Institute may arrange for you to be offered a place with an alternative provider at no extra cost to you. You have the right to choose whether you would prefer a refund of any unused fees or to accept a place in another course. If the Institute fails to deliver the program for any of the reasons listed under 2.4 above, you will be automatically entitled to a refund.

2.8 If the Institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Please refer to the following link for further information.

<https://tps.gov.au/Home/NotLoggedIn> or search Tuition Assurance Scheme.

**Section 3 - Refunds**

3.1 In order to process a refund, the Institute must have received the cleared funds and you must not have any outstanding debts to the Institute.

3.2 A refund cannot be transferred to another student.

3.3 Refunds will be paid only to the student that has made the application. Refunds will not be paid to any third party or representative of the student unless there is sufficient documentary evidence that there is a direct relationship with the student. Bank charges may be incurred by the recipient of the payment. These charges are imposed by the banking institutions and are deducted from the payment made by the Institute. The Institute has no control over such charges and therefore does not bear any responsibility for amounts deducted.

3.4 Except in instances of provider default where no Application for Refund is required, a refund request must be made on the Application for Refund of Fees form available on [www.alit.edu.au](http://www.alit.edu.au).

3.5 You must complete all sections of the Application for Refund form. A refund will not be processed if the signature on the refund form does not match your signature on other documents provided to the Institute.

**Section 4 - Payment of Refunds**

4.1 A refund due to provider default will be paid within 14 working days of the default.

4.2 A refund due to student default will be paid within 14 working days.

4.3 The refund processing period commences the date your completed Application for Refund form is received by The Institute. Where your application is incomplete or further documentation is required, the processing date will start the date the completed application is received.

**Section 5 – Complaints and Appeals**





- 5.1 The Institute has a documented policy and process for all international students to be able to make a complaint or appeal a decision made by the Institute.
- 5.2 To make a formal complaint or request an appeal, you will need to submit your complaint or appeal request in writing.
- 5.3 The Institute will begin the assessment of your complaint or appeal within 10 days of receiving your written request and finalise the outcome as soon as practicable. You will have the option to formally present your case and you may choose to have someone to assist you at any relevant meetings. The Institute will assess your complaint/appeal in a professional, fair and transparent manner.
- 5.4 You will be provided with a written statement of the outcome of the complaint/appeal which will include details of the reasons for the outcome.
- 5.5 If your internal complaint/appeal is not successful you will have the right to access an external complaint handling and appeal process at minimal or no cost. The Institute will provide you with the contact details of the appropriate external body if your internal complaint/appeal has been unsuccessful.
- 5.6 If the internal or external complaints handling or appeal process results in a decision or recommendation in your favour, the Institute will immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision and advise you of the action(s) taken.
- 5.7 Please refer to the complaint and appeal policy from the institute's website.

#### **Section 6 – ESOS Framework**

- 6.1 Australia's laws promote quality education and consumer protection for international students. These laws are known as the ESOS Framework and they include the Education Services for Overseas Students Act 2000 and the National Code 2018. You can find more information on the ESOS Framework here - <https://internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx>

#### **RTO Privacy Statement - Personal Information and Consumer Protection**

Information is collected on this form and during your enrolment in order to meet our obligations under the Education Services for Overseas Students (ESOS) Act 2000 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (National Code 2018); to ensure students compliance with the conditions of their visa and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the ESOS Act 2000 and the National Code 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 the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law in accordance with the Privacy Act 1988. 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.

#### **Maintaining satisfactory progress during the training course:**

Throughout the training course, students are required to maintain satisfactory attendance and course progress. This will be monitored and contact will be made with students who do not attain satisfactory progress. In addition, your enrolment may be cancelled for non-satisfactory progress by the Institute.



**Attendance requirements and policy:**

Students must also meet the requirements for achieving satisfactory attendance of at least 80% of scheduled course contact hours. Students who persist in failing to meet attendance requirements, even after attempts by the Institute to notify and counsel them, shall have their enrolment at the Institute cancelled after a final warning has been issued and the complaints and appeals process is finalised.

A First Warning Letter will be issued if the attendance rate is 80% or below or the student has missed 5 consecutive days of classes. A Notice of Intention to Report Letter outlining an intention to cancel the student's enrolment will be issued if the student is unable to achieve attendance of 80% by the end of the study period (6 months). The student will have access to the Institute's complaints and appeals policy as outlined in the warning letters.

**Course Progress requirements and policy:**

Students must also meet requirements for achieving satisfactory course progress of achieving competency in at least 50% of the units delivered in the study period (6 months). Students who persist in failing to meet course progress requirements, even after attempts by the Institute to notify and counsel them, shall have their enrolment at the Institute cancelled after a final warning has been issued and the complaints and appeals process is finalised.

A First Warning Letter will be issued if the student has not achieved competency in 50% or more of the units scheduled in the study period (6 months). A Notice of Intention to Report Letter outlining the intention to cancel the student's enrolment will be issued if the student has not achieved competency in 50% or more of the units scheduled in the next consecutive study period (6 months) after the First Warning letter was issued. The student will have access to the Institute's complaints and appeals policy as outlined in the warning letters.

**Waiver and Indemnity:**

In consideration of your enrolment to the RTO course being accepted and you acknowledge and agree that: the Institute for the purposes of this application and declaration means and includes its respective directors, officers, members, servants or agents. This declaration constitutes a contract between yourself and the RTO. If accepted you will be permitted to participate in the course's subjects complying with the terms and conditions of the Institute, this declaration, the Institute's administrative procedures (to the extent relevant) and any reasonable direction issued by the Institute course organisers or their representatives. This document cannot be amended. If I do amend it my application will be null and void.

**Warning:**

Participation in the course can be inherently dangerous from dealing with practical sessions. Risks may occur which may result in me being injured or becoming ill. I have voluntarily read and understood this warning and accepted and assumed the inherent risks in the course.

**Exclusion of Liability:**

Except where provided or required by law and such cannot be excluded, I agree that it is a term of my entry in this course (if accepted) that institute is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the course.



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Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of the institute flowing from them, are expressly excluded, restricted or modified by these Institute's terms and conditions.

Insurance is in place that provides limited cover to me whilst I am participating in the course. I understand that this insurance may not cover me for any injury, loss or damage sustained by me and I can, in my own interests, seek and obtain personal insurances over and above the cover provided by the Institute.

### **Release and Indemnity:**

In consideration of the Institute accepting my application for entry to the course, I:

(a) release and forever discharge the Institute from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the course; and

(b) indemnify and hold harmless the Institute to the extent permitted by law in respect of any Claim by any person including by not only another participant in the institute course arising as a result of or in connection with my participation in the course. In this clause, "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc. made by any person entitled to make a claim under a relevant Institute's insurance policy.

### **Fitness to Participate:**

I declare that I am and must continue to be medically and physically fit and able to participate in the course. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify the Institute in writing of any change to my fitness and ability to participate. I understand and accept that the Institute will continue to rely upon this declaration as evidence of my fitness and ability to participate.

### **Medical Treatment:**

I consent to receiving any medical treatment that the Institute or their authorised representatives consider necessary or desirable during or after the Institute's course whilst on the premises of the training venue. I also agree to reimburse the Institute for any costs or expenses incurred in providing me with medical treatment.

### **Privacy:**

I understand that the information I have provided is necessary for the conduct of the course and for the objectives of the Institute. I acknowledge and agree that the information will only be used by the Institute to facilitate the conduct of the Institute's course and other courses conducted by the Institute. I will be able to access my information through the Institute. If the information is not provided, my application may be rejected. I warrant that all information provided on the Application Form is true and correct.



### Acceptance Agreement Declaration

Please read the following statements and sign below to confirm that you accept the terms and conditions of this agreement with the Institute. Please do not make payment until you have accepted, signed and submitted this agreement to the Institute.

I, \_\_\_\_\_ understand that:

1. This agreement confirms the program(s) and terms & conditions of my enrollment at The Institute.
2. I understand and agree that to start the program(s) I must meet the conditions as specified in this agreement. If I cannot meet the conditions before the start date of the respective program(s) The Institute may, at its discretion, terminate this agreement.
3. I understand that this agreement will be terminated and my enrollment cancelled if any false or fraudulent information has been provided.
4. I must abide by The Institute's rules, regulations, policies and procedures.
5. The Institute is obliged to inform the Australian Government and other authorities of any change in my enrolment status which may result in the cancellation of my visa.
6. The Institute reserves the right to alter any program, subject, location, timetable, admission requirement or fee without notice.
7. The Institute may release personal information relevant to my application, visa documentation and program enrolment to a representative/s I have authorised to act on my behalf.
8. I understand that it is a condition of my student visa to notify the Institute of any changes to my residential address, contact details (mobile number and email address) and my emergency contact details within 7 (seven) days.
9. I must hold a valid visa with appropriate study rights for the duration of my program.
10. I am responsible to meet and maintain all the conditions of my visa (please refer to the Department of Home Affairs – [www.homeaffairs.gov.au](http://www.homeaffairs.gov.au) for more information).
11. It is compulsory to attend the orientation program at The Institute at the commencement of my program.
12. I understand that I must arrive in Australia by the orientation program commencement date. If I arrive after the commencement of classes I may not be permitted to enrol and/or start the program without approval from The Institute.
13. I must provide original medical certificate(s) if I cannot attend class due to illness.
14. I must attend all learning support sessions, counselling sessions and any other support sessions arranged by The Institute.
15. I must seek assistance from The Institute teachers, counsellors and other support staff as soon as I experience difficulties with any aspect of my program.
16. I am responsible to meet all financial requirements as outlined in the fee schedule in this agreement. If the initial payment indicated as outlined on page 2 of this document is more than 50% of the tuition fees being paid upfront prior to my course commencement, I agree and choose to pay this initial payment amount as indicated on page 2 of this document.
17. I am responsible for my living costs.
18. I understand that the tuition fees may not cover the costs for required field trips, excursions, books or equipment.



19. I am responsible for all education and other living costs of any person who accompanies me to Australia.
20. I understand that all school aged dependents accompanying me to Australia must attend school and I am responsible for all financial requirements to maintain their enrollment in a government or non-government school.
21. The continuation of my enrolment is dependent on my compliance with my student visa conditions, which include satisfactory course progress and/or satisfactory attendance and completion within the expected duration as per my CoE(s).
22. I understand that information about my enrolment, changes to my enrolment and information relating to my attendance and satisfactory course progress will be made available to Commonwealth and State Government authorities.
23. I understand that 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.
24. I understand that I must pay tuition fees to the Institute in advance for each study period in which I am enrolled, including during any complaints/ appeal process.
25. I understand that I am financially liable for modules/units that I may need to repeat due to unsatisfactory progress or attendance.
26. I understand that if I defer or suspend my studies for any reason whatsoever, I will require a new agreement, including payment of any required tuition/other fees, before a new COE will be issued and/or resumption of my studies.
27. I understand that I am responsible for keeping a copy of the written agreement and any receipts of any payments of tuition fees or non-tuition fees as supplied by The Institute.
28. I confirm that I have read and understood all the information, terms and conditions, the refund and cancellation information and the information regarding the ESOS Framework. I accepted this offer.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date