

## TERMS AND CONDITIONS - INTERNATIONAL STUDENT VISA HOLDERS

I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing at the campus indicated on the Application for Admission form ('the Application'). I agree that on acceptance of the Application by the Australian Institute of Applied Sciences ('the Institute'), and my subsequent receipt and return of the Acceptance of Offer ('the Offer'), the Offer will become the Contract of Enrolment ('the Contract') and further I agree to abide by the following terms and conditions of enrolment:

1. I agree that it is a condition of my enrolment that I achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.
2. I agree that I am required to use my best endeavours to meet the requirements of the course selected and to abide by the rules and regulations of the Institute. I understand that if I breach any of the Institute's rules or my behaviour is deemed unacceptable by the Institute, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to the Institute under the Contract. (Information on the Institute's policies, rules and regulations is located on the website [aias.edu.au](http://aias.edu.au).)
3. I agree that all lessons and any related material supplied by the Institute are copyright, remain the property of the Institute and must be returned to the Institute on completion of the course. I understand that any unauthorised copying may constitute a breach of the *Copyright Act 1968* (as amended).
4. I agree that I am responsible for my own books, equipment and personal items and I hereby release, indemnify and hold harmless the Institute against all liability and claims for any loss or damage to such items, howsoever caused except where liability is expressly imposed by law.
5. I agree that I may be required, and permission is hereby granted, to attend Institute organised excursions and activities as part of the course.
6. I agree that the Institute is hereby authorised to obtain medical treatment for myself should such action be deemed necessary by the Institute or a staff member acting on behalf of the Institute. I agree to indemnify and hold harmless the Institute and its staff for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such emergency medical treatment.
7. I agree to pay the tuition fees and other charges applicable for my course on the due dates and acknowledge and agree that tuition fees may alter from time to time. I understand that a late payment fee of AUS\$100 per month is payable on accounts which remain unpaid 14 days after the due date for payment. I also understand that failure to pay my tuition fees may result in my enrolment being cancelled.
8. I understand that if after commencing the course, I discontinue my program before completion, I may remain liable to pay the full course tuition fees and any expenses, costs or disbursements incurred by the Institute in recovering any outstanding monies, including debt collection agency fees and solicitors' costs.
9. Course fees do not include the cost of text books; I agree to purchase these where required by the Institute.
10. I understand that a transfer between campuses of the Institute will only be possible if approved in advance by the Institute Director.

11. I agree to advise the Institute of any change of my address and/or contact details while I am enrolled in any course.

12. The Institute maintains a Privacy and Personal Information Policy which can be viewed at [aias.edu.au](http://aias.edu.au). In addition to the provisions of this policy, I agree that as an international student visa holder, the Institute may disclose my personal information (including academic progress and attendance information) to my parents/guardians and/or nominated agent where I nominate an agent to act on my behalf. If I do not agree, I must advise the Institute in writing.

13. I acknowledge that I have read and understood the Student Grievance Policy outlined in this brochure and on the website [aias.edu.au](http://aias.edu.au).

14. I hereby acknowledge that I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this brochure and on the website at [aias.edu.au](http://aias.edu.au).

15. I confirm that the terms and conditions have been explained to me and understand that any variation of those stated terms and conditions of the Contract must be provided in writing and be signed by an authorised officer of the Institute.

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## **CANCELLATION AND REFUND POLICY – ON-CAMPUS COURSES**

1. All notifications of withdrawal from a course or requests for refunds must be made in writing to the Institute Director.

2. Enrolment fees are non-refundable.

3. The Institute agrees to refund within 4 weeks and without deduction, all tuition fees paid where the applicant produces certified evidence that his/her application for a student visa has been rejected by the Australian Immigration authorities.

4. Where a student's course of study is terminated for a serious breach of the Institute rules there will be no refund of any monies paid.

5. The Institute agrees to refund within 4 weeks of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), the tuition fee applicable less the amounts to be retained as agreed and as detailed below:

a) If written notice is received 4 weeks or more before the start date of the course, then a non-refundable amount equivalent to 30% of the tuition fee of the course or first course within a package of courses shall be applicable.

b) If written notice is received less than 4 weeks before the start date of the course, then a non-refundable amount equivalent to 50% of the tuition fee of the course or first course within a package of courses shall be applicable.

c) If written notice is received on or after the start date of the course, there will be no refund of any monies paid in relation to that course unless the Institute Director deems that exceptional circumstances apply. If the course is part of a package of courses, then any monies paid in relation to other courses within that package that have not yet been commenced will be refunded subject to Clauses 5a or 5b above.

d) Fees may also be payable under Clause 8 of the Terms and Conditions.

6. In the event that the Institute is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in a suitable alternative course by the Institute at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, the Institute will ask you to sign a document to indicate that you accept the placement.

If the Institute is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) provider will place you in a suitable alternative course at no extra cost to you. Finally, if our TAS provider cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course, or if this not possible, you will be eligible for a refund as calculated by the Fund Manager.

7. If you fail to meet the Institute's progression rules and are not permitted by the Institute to maintain enrolment in your course, you will be eligible for a refund of the amount of course fees paid in advance of the date of notification of exclusion from the Institute.

8. 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.

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## **CANCELLATION AND REFUND POLICY – DISTANCE EDUCATION DELIVERY MODE**

### **On-shore Student Visa Holders**

Only in exceptional circumstances will Distance Education or Online Learning be available to student visa holders who are on-shore; such studies must relate to the course in which the student is enrolled. The approval for this alternative study mode is at the discretion of the Institute Director, and will be in accordance with the requirements of the ESOS Framework. Where this study mode is approved, the following terms and conditions apply.

1. I understand that I must not undertake more than 25% of the total nominal hours of my course by Distance Education or Online Learning and that in each semester, I must be studying at least one subject that is delivered classroom-based on-campus.
2. I understand that tuition fees paid for subjects are not refundable after commencement unless special circumstances apply. A student is deemed to have commenced a subject 5 working days after receipt of their instructional materials.
3. I agree that applications for refunds must be made in writing and received by the Institute Director prior to subject commencement.
4. I understand that a request for cancellation and refund will not be processed unless all instructional materials supplied (including text books, where applicable), have been returned to the Institute in 'as new' condition within 5 working days of receipt by me.
5. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. If special circumstances apply, the refund request will then be investigated and processed in accordance with the *Cancellation and Refund Policy – On-Campus Courses* stated above. Notification of the outcome, including a refund if applicable, will be forwarded to me within 4 weeks of the Institute's receipt of the request.
6. 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.

### **Off-shore Students**

1. I understand that tuition fees paid for courses are not refundable after commencement unless special circumstances apply. A student is deemed to have commenced a course 5 working days after receipt of their instructional materials.
2. I agree that applications for refunds must be made in writing and received by the Distance Education Co-ordinator prior to subject commencement.
3. I understand that a request for cancellation and refund will not be processed unless all instructional materials supplied (including text books, where applicable), have been returned to the Institute in 'as new' condition by Certified Mail/Registered Mail within 5 working days of receipt by me.
4. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. If special circumstances apply, the refund request will then be investigated and processed in accordance with the *Cancellation and Refund Policy – On-Campus Courses* stated above. Notification of the outcome, including a refund if applicable, will be forwarded to me within 4 weeks of the Institute's receipt of the request.
5. I understand that I may request to transfer course fees to a different subject/course enrolment delivered by Distance Education subject to Clause 3 above.
6. 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.

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### **HOMESTAY/LODGE REFUNDS (ALL CAMPUSES)**

I understand that if:

- a) I cancel my accommodation less than 7 days before arrival, I will be charged the Accommodation/Homestay Placement Fee (if applicable), plus a cancellation fee equivalent to 1 week of accommodation;
- b) I cancel my accommodation after arrival, 4 weeks of notice is required; any accommodation fees in excess of the notice period will be refunded less a 10% cancellation fee.

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### **OVERSEAS STUDENT HEALTH COVER (OSHC) REFUND POLICY**

If you have not arrived in Australia, and the Institute has organised the OSHC, it will refund the OSHC directly to you. If you have arrived in Australia and are:

- a) discontinuing your studies and returning home;
- b) transferring to another provider; or
- c) no longer on a student visa,

then OSHC provider will organise the refund.

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## **AIRPORT TRANSFERS REFUND POLICY**

For cancellations less than 48 hours before arrival, no refund will apply.

However, if when you arrive at the airport, the Airport Transfer service provider cannot be located, you should contact the 24-hour phone number provided. In such circumstances, the Institute agrees that if you have advised our emergency contact that you have not been met at the Airport, and alternative arrangements have not been made, then a full refund of this service fee will apply.

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## **CANCELLATION AND REFUND POLICY – DOMESTIC STUDENTS**

Australian domestic students should refer to the Institute's website for the terms and conditions applicable to domestic students.

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## **STUDENT GRIEVANCE POLICY - ALL STUDENT VISA HOLDERS**

In the event of a dispute between an individual student and the Institute, internal procedures are in place to facilitate the resolution of the dispute. Full details are published on the website [aias.edu.au](http://aias.edu.au).

### **A summary of the internal grievance procedures**

#### **1. Code of Conduct, Attendance and Discipline**

Students are expected to abide by the terms and conditions of enrolment and the published rules and code of conduct of the Institute. Disciplinary procedures will be applied in the event of a breach of these rules. All staff members are expected to apply the Institute's policy and rules fairly and without favour, but if a student considers that this has not occurred, the student may refer the matter to the Campus Grievance Counsellor. The complaint may either be dealt with by that person, or referred to the Institute Director for resolution. The decision will be conveyed in writing to the parties. If either the action taken or the outcome does not satisfy the student, he/she may write to the Chief Executive Officer, who will in turn convey a decision in writing to the student.

#### **2. Service and Academic Programs**

In the event of a student complaint concerning the quality of the service or teaching provided by the Institute, the student will report the matter to Campus Grievance Counsellor. The complaint may either be dealt with by that person, or referred to the Institute Director for resolution. The decision will be conveyed in writing to the parties. If either the action taken or the outcome does not satisfy the student, he/she may write to the Chief Executive Officer, who will in turn convey a decision in writing to the student.

#### **3. Contractual and Financial Issues**

Matters relating to the interpretation of the Contract, or the payment or refund of moneys, are stated clearly within this document. Any queries relating to course fees and other charges payable to the Institute (or refunds) will initially be dealt with by the Institute Finance and Administration staff. If the student is dissatisfied with the decision, the matter will be referred to the Institute Director. If either the action taken or the outcome does not satisfy the student, he/she may write to the Finance Director, who will in turn convey a decision in writing to the student.

### **A summary of the external grievance procedures**

International students who wish to lodge an external appeal or complain about a decision made by the Institute, can contact the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by the Institute. For further information, visit the Overseas Students Ombudsman website [www.oso.gov.au](http://www.oso.gov.au) or phone 1300 362 072.

Alternatively, if an overseas student has a concern about the conduct of a CRICOS registered provider in Queensland, he/she may address the concerns in writing to the Department of Education and Training, International Quality Unit (CRICOS). It is important to note that the role of the International Quality Unit (CRICOS) is not to act on behalf of the student to resolve a complaint, but to ensure that the registered provider is compliant with the requirements of CRICOS registration.

To assist the International Quality Unit (CRICOS) in investigating those concerns, the student needs to supply in writing a detailed outline of his/her experience, including any steps taken with the provider to address the problem. Please note the complaint will be treated with absolute confidentiality, unless the student gives that department written permission to discuss the particular situation with the registered provider.

The procedures set out in this document do not replace or modify procedures or any other responsibilities which may arise under other policies or under statute or any other law. Nothing in this document limits the rights of individuals to take action under Australia's Consumer Protection laws. Also, these procedures do not circumscribe an individual's rights to pursue other legal remedies.

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### **CREDIT CARD PAYMENTS**

Payment made by credit cards (Visa, MasterCard and American Express) will attract a 2% surcharge. This surcharge will be waived if all fees are paid in full before the commencement date of the student's course.

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### **PUBLICITY**

Students and their parents or guardians agree that the student's photo, video footage, details and achievements may be used for promotional purposes without written consent or notification. If you do not agree, please advise the Institute in writing.

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### **EDUCATION SERVICES FOR OVERSEAS STUDENTS FRAMEWORK**

Australia has a reputation as a safe, progressive and dynamic place to study. We maintain this reputation by providing quality education delivered in accordance with the ESOS Framework which is the consumer protection specifically developed for overseas students. A description of the ESOS framework is available electronically at <http://www.aei.gov.au/regulatory-information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOSQuickInformation/Pages/Default.aspx>.

Please note that information is collected by the Institute during each student's enrolment in order to meet its obligations under the ESOS framework. This is to ensure students' 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 ESOS Framework.

Information collected about each student during 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. In other instances information collected during enrolment can be disclosed without the student's consent where authorised or required by law.

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### **CHANGES TO ARRANGEMENTS**

After course commencement, the Institute reserves the right to charge an Adjustment Fee of AU\$150 each time course details are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses.

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### **SERVICES**

The Institute reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond the Institute's control necessitate such changes or where the level of enrolments does not reach the minimum numbers required to operate a course viably.