

International student terms and conditions of enrolment

(This document forms part of the Student Agreement and must be signed and returned to the Institute when accepting your Offer of Place)
In accepting an Offer of Place with Southbank Institute of Technology (SBIT) the student agrees to the following terms and conditions:

1. The student has read and understood the information provided about SBIT and the program/s of their choice.
2. The student agrees to comply with the TAFE Queensland Student Rules and all Institute policies related to International Students for the entire duration of study/ies.
3. The student must meet all the conditions outlined in the Offer of Place, prior to the program commencement.
4. The student understands that it is their responsibility to provide SBIT with the necessary evidence to satisfy the conditions of entry in to the program/s as outlined in the Offer of Place, before the program/s begin/s.
5. Students who fail to satisfy the conditions outlined in the Offer of Place will not be able to commence their program.
6. Students are required to supply a copy of their passport and visa to International Administration. If requested students must present their original passport and visa to International Administration, SBIT.
7. All fees detailed in the Offer of Place must be paid by the advised due date.
8. It is understood that payment of tuition fees will not be accepted by SBIT until:
 - a. A signed and dated International Student Terms and Conditions of Enrolment (including Refund Conditions) agreement is received from the student, thereby agreeing to abide by all the conditions contained within the document.
 - b. All entry conditions stated in the Offer of Place have been satisfactorily met.
9. **Tuition fees for continuing students are due to be fully paid no later than 15 December (for classes commencing in Semester 1 of the year) and 15 June (for classes commencing in Semester 2 of the year).** Failure to pay each semester's fees in full by the due date may result in the charging of a \$250 late fee AND the cancellation of your enrolment and subsequent reporting to the Department of Immigration and Citizenship.
10. Students understand they will not be allowed to commence or continue their program until **all fees are fully paid** including Overseas Health Cover (OSHC), late fees, administration charges and any outstanding fees from previous enrolments.
11. Students understand they are responsible for payment of associated sundry expenses including textbooks, stationery, material fees, uniforms and other personal expenses throughout the duration of their program.
12. Students must ensure that full payment of material fees is finalised prior to commencement of each semester of the program.
13. Students are aware of the estimated costs of their stay in Australia and understand that the financial capacity to meet such costs is their responsibility.
14. Students understand that any school-age dependents accompanying them to Australia will be required to pay full-fees if they are enrolled in either a government or non-government school. It is the responsibility of the student to make all necessary arrangements for the enrolment of their school-age dependants.
15. Students are required to arrive at SBIT in time to attend the International Orientation, and the relevant Faculty Orientation which is held prior to the commencement of their program.
16. If a student is unable to commence their program by the advised dates, approval to commence the program at a later date is at the sole discretion of the Head of School. The student must submit a written request to International Administration.
17. Under exceptional circumstances students may apply to defer. Application for deferral must be in writing and received 2 weeks prior to the commencement of the program/semester start date. Approval of the application will be at the discretion of the relevant Head of School, and will be dependent on a place being available in the program. An administration charge of AUD \$150 applies. If the deferral is approved Program fees will be transferred to the new program start date and will be held by the Institute for up to one year only. Program fees will not be refunded.
18. After a student has accepted their Offer of Place and paid their program fees they will be allowed one program change free of charge. Any subsequent program change/s will incur an AUD \$250 administration charge for each program change. All program changes are subject to the approval of the Manager, International Sales and the relevant Head of School.
19. Each student receives 300mb of free internet quota every semester. Additional mb quotas can be purchased if required.
20. Students are required to advise SBIT of any information which may impact upon their ability to undertake the program i.e. Illness, injury, disability, learning, or support needs, and that the fees outlined in the Offer of Place are based upon the information provided by the student in their application.
21. Students are aware that their personal details as provided to SBIT may be made available to Commonwealth and State agencies and relevant third parties as per the ESOS Act 2000 and The National Code of Practice for

Registration Authorities and Providers of Education and Training to Overseas Students 2007 (The National Code 2007).

22. Students agree that SBIT may use the email address supplied by the student to email any information the Institute deems necessary.
23. Students acknowledge that SBIT must operate in accordance with the ESOS Act 2000 and the National Code 2007.
24. SBIT is required under Section 19 of the ESOS Act 2000 to advise the Department of Immigration and Citizenship (DIAC) about certain changes to a student's enrolment, and any breach by the student of a student visa condition relating to satisfactory academic performance, attendance and payment of fees.
25. The student further understands and acknowledges that he or she must adhere to all Southbank Institute policies **AND** meet all conditions of their visa and the following current Department of Immigration and Citizenship (DIAC) student visa conditions:
 - a. Maintain full-time enrolment (minimum of 20 hours per week) in their program.
 - b. Achieve satisfactory course progress and maintain attendance in the course as required by your education provider
 - c. [Southbank Institute Academic Progression Monitoring Policy requires a minimum of 80% attendance in each semester of study]
 - d. Pay all program fees by the due date for each semester of study.
 - e. Maintain Overseas Student Health Cover (OSHC) for the entire period of their study in Australia.
 - f. Advise SBIT of any change to their address or contact details within 7 days of the change.
 - g. It is the expectation that students will not transfer out during the first 6 months of the principal program. (For further details, refer to "Transfer between Registered Providers Policy")
26. Failure to meet any of the above conditions may result in SBIT reporting the student to the Department of Immigration and Citizenship
27. The terms and conditions of enrolment with Southbank Institute of Technology are subject to change. Students agree to abide by the **current version** available on the Institute website www.southbank.edu.au

International student refund conditions

Visa

- 1 Where a student visa application is rejected prior to program commencement Southbank Institute of Technology (SBIT) will refund tuition fees paid less an administration charge of AUD \$150. The refund application must be supported by a copy of the visa rejection letter from the Department of Immigration and Citizenship (DIAC).
- 2 If the student visa application is rejected after program commencement, SBIT will charge pro-rata tuition fees for the period of study in addition to the administration charge of AUD \$150.
- 3 The terms of this agreement, with regard to withdrawal from study, also applies where:
 - A student is granted permanent resident status during their ELICOS program.
 - An application for a visa extension is rejected or Department of Immigration and Citizenship (DIAC) cancels the student's existing visa.
- 4 No refund of overseas student health cover is available for students granted permanent residency.

ELICOS program

- 1 If a student withdraws from their ELICOS program for any reason, excluding visa rejection:
 - More than 28 days before program commencement: SBIT will refund tuitions fees paid, less an administration charge of 20% of tuition fees payable. The ELICOS enrolment fee is non-refundable.
 - Less than 28 days before program commencement: SBIT will refund tuitions fees paid, less an amount equivalent to 12 weeks of ELICOS tuition. If student is enrolled for less than 12 weeks, no refund will be paid. The ELICOS enrolment fee is non-refundable.
 - After program commencement: SBIT will not refund tuition fees.
- 2 If during their ELICOS program a student successfully meets the English language entry requirements and all other conditions for entry to a SBIT formal program, the student may apply to credit the balance of ELICOS tuition fees paid to their formal program fees with SBIT. This applies where a student has 3 or more full weeks of ELICOS study remaining and will incur an administration charge of AUD \$150. SBIT will adjust the ELICOS tuition fee payable according to the **actual** number of weeks of ELICOS study completed and transfer the remaining balance (LESS \$150) to the formal program. Written notice must be received by SBIT at least two weeks prior to the new ELICOS end date. Part weeks are counted as full weeks; monies are not transferable to any other student and is otherwise non-refundable.
- 3 Prior to refunding SBIT will adjust the original ELICOS tuition fees charged to the student in line with actual ELICOS weeks studied and apply the administration charge of \$150. The ELICOS enrolment fee is non-refundable.

Formal program

- 1 If a student withdraws from their formal program for any reason, excluding visa rejection:
 - More than 28 days before program commencement:
 - If the student has paid the full semester tuition fee SBIT will refund the semester tuition fees paid, less an administration charge of 20%.
 - If the student has paid a deposit towards tuition fees to secure a place in the program, (generally 10%) this deposit is non-refundable.
 - Less than 28 days before program commencement:
 - If the student has paid the full semester tuition fee SBIT will refund the semester tuition fees paid, less an administration charge of 30%.
 - If the student has paid a deposit towards tuition fees to secure a place in the program (generally 10%), this deposit is non-refundable
 - After program commencement: SBIT will not refund tuition fees.

Package Programs

If a student has accepted an offer and paid either full semester tuition fees or future deposits towards packaged programs (eg Certificate 3 and Diploma package) the above penalties apply.

- 2 If a student 'fast tracks' and completes their program in a period less than the timeframe specified in the Offer of Place, the student will not be entitled to any refund of tuition fees.
- 3 Tuition fees may be reduced or a refund issued if the student is granted sufficient Transfer Credits or Exemptions. This reduction will be credited (or refunded) to the last semester tuition fee.

Provider default

In the unlikely event that SBIT 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 an alternative course by SBIT 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, we will ask you to sign a document to indicate that you accept the placement.

Payment of refund

- 1 All requests for refund of monies paid must be made in writing to the Manager, International Sales, SBIT.
- 2 All requests for refunds or Transfer Credits are subject to the approval of the Manager, International Sales, SBIT (or delegate).
- 3 Approved refunds will be paid to the student (or transferred to another TAFE Queensland Institute if requested by the student). If the student is under the age of 18, payment will be made to the parent/legal guardian of the student.
- 4 Approved refunds will be processed within 4 weeks of the decision of the Manager, International Sales, pending appropriate documentation from the faculty.
- 5 Students may appeal refund decisions by writing to the Director, SBIT within 14 days of receiving notification. Any refund due to a default of SBIT, as the registered provider, is covered by the provisions of the Education Services of Overseas Students Act 2000 (the ESOS Act) (as amended).

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.

I have read, understood and agree to abide by the **SBIT International Student Terms and Conditions of Enrolment, including Refund Conditions.**

Student name (print): _____ Student Signature _____ Date: _____

Parent/Guardian name (print): _____ Parent/Guardian Signature: _____ Date: _____