



## Formalization of Enrolment and Written Agreements Policy

### *Purpose*

This policy is in place to ensure that **Institute of Intellect Blending** formally enters into written agreements with each student that meet all necessary requirements. This will be by way of letter of offer.

### *Policy*

**Institute of Intellect Blending** will enter into a written agreement with each overseas student or intending overseas student, signed by the student, prior to accepting any money (tuition fees or non-tuition fees) from the student. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code. **Institute of Intellect Blending** will not accept students under the age of 18. **Institute of Intellect Blending** will retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Each agreement will have as a minimum the following points, written in plain English:

- a) outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
- b) outline any prerequisites necessary to enter the course or courses, including English language requirements
- c) list any conditions imposed on the student's enrolment
- d) list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
- e) provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
- f) set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the *Privacy Act 1988*
- g) outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)



- h) state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees.
- i) only use links to provide supplementary material.
- j) A requirement that while you are in Australia and studying with **Institute of Intellect Blending**, you must notify the College of your contact details including:
  - a) your current residential address, mobile number (if any) and email address (if any)
  - b) who to contact in emergency situation.
  - c) any changes to those details, within 7 days of the change.

In relation to **Refunds**, the following information will be provided in the written agreement, which is to be consistent with the requirements of the ESOS Act:

- c. amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider)
- d. processes for claiming a refund
- e. a plain English explanation of what happens in the event of a course not being delivered, and
- f. a statement that “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”.

**Institute of Intellect Blending**, as part of the formalisation process will advise each potential student of the circumstances in which personal information about the student maybe shared with others.

**Institute of Intellect Blending** will not accept course money from any student until the student has signed or otherwise accepted the agreement.

**Institute of Intellect Blending** may accept course money received at the same time as the verification of acceptance (for example, if a student sends a signed acceptance with an accompanying payment or brings the payment along with the accepted agreement to the provider’s office).

If **Institute of Intellect Blending** receives course money sent by mail (for example, by cheque or money order) before receiving the accepted written agreement, **Institute of Intellect Blending** will not use the money. **Institute of Intellect Blending** should immediately contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the provider receives the accepted written agreement from the student.



### ***International Student Refund Policy – Student Default***

*Please note: 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.*

Any student wanting to request a refund for whatever reason must do in writing and within 14 days of the incident taking place.

An application for a refund must be made in writing and addressed to the PEO, clearly stating the reason for the cancellation.

You can nominate a specified person, other than yourself, who can receive a refund on your behalf, as specified in the ESOS Act.

Registration fees, administration fees and fees paid to education agents are non- refundable.

A full refund of the course fees will be given by the College only up to twenty eight (28) days prior to the nominated course commencement date. If less than twenty eight (28) days notice is given of the intention to withdraw from the course then a 50% refund will be given. If a student fails to commence, whether the student notifies the college or not, no refund will be available except in special circumstances.

“Special circumstances” under which a refund will be considered and which are beyond the students control:

- In the case of serious illness – varified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
- Where a student’s visa has not been granted

If required, or when **Institute of Intellect Blending** agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid (less the registration fee, fees paid to education agents).

If a student withdraws from a course of study after commencing, for any reason outside those specified under “Special Circumstances” no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.



**Institute of Intellect Blending** agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

The College will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with the College (the Student) unless they provide written direction to the provider to pay the refund to someone else. Under no circumstance will the refund be paid to an education agent. All refunds will be paid in the currency in which the fees were paid.

### ***Provider Default Refund Policy***

*Please note: 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.*

In the unlikely event that **Institute of Intellect Blending** 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.

You can nominate a specified person, other than yourself, who can receive a refund on your behalf, consistent with the ESOS Act.

Alternatively, you may be offered enrolment in an alternative course by **Institute of Intellect Blending** 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.

If **Institute of Intellect Blending** is unable to provide a refund or place you in an alternative course our Tuition Protection Service will ensure you are able to either:

- a) complete your studies in another course or with another education provider or
- b) receive a refund of your unspent tuition fees.

Go to <https://tps.gov.au/StaticContent/Get/StudentInformation> for more information.



## Student Refund Policy

### ***Student Refund Policy – Student Default***

*Please note: 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.*

Any student wanting to request a refund for whatever reason must do in writing and within 14 days of the incident taking place.

An application for a refund must be made in writing and addressed to the PEO, clearly stating the reason for the cancellation.

You can nominate an adult family member, over the age of 18, other than yourself, who can receive a refund on your behalf.

Registration fees, administration fees and fees paid to education agents are non-refundable.

A full refund of the course fees will be given by **Institute of Intellect Blending** only up to twenty eight (28) days prior to the nominated course commencement date. If less than twenty eight (28) days notice is given of the intention to withdraw from the course then a 50% refund will be given. If a student fails to commence, whether the student notifies **Institute of Intellect Blending** or not, no refund will be available except in special circumstances.

“Special circumstances” under which a refund will be considered and which are beyond the students control:

- In the case of serious illness – varified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
- Where a student’s visa has not been granted

If required, or when **Institute of Intellect Blending** agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid (less the registration fee, fees paid to education agents).

If a student withdraws from a course of study after commencing, for any reason outside those specified under “Special Circumstances” no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.



**Institute of Intellect Blending** agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

**Institute of Intellect Blending** will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with **Institute of Intellect Blending** (the Student) unless they provide written direction to the provider to pay the refund to someone else. Under no circumstance will the refund be paid to an education agent. All refunds will be paid in the currency in which the fees were paid.

### ***Provider Default Refund Policy***

*Please note: 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.*

In the unlikely event that **Institute of Intellect Blending** 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.

You can nominate an adult family member, over the age of 18, other than yourself, who can receive a refund on your behalf.

Alternatively, you may be offered enrolment in an alternative course by **Institute of Intellect Blending** 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.

If **Institute of Intellect Blending** is unable to provide a refund or place you in an alternative course our Tuition Protection Service will ensure you are able to either:

- c) complete your studies in another course or with another education provider or
- d) receive a refund of your unspent tuition fees.

Go to <https://tps.gov.au/StaticContent/Get/StudentInformation> for more information.



## Related National Code Standard 3

### Standard 3

#### **Formalisation of enrolment and written agreements**

- 3.1 The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.
- 3.2 If the overseas student or intending overseas student is under 18 years of age, the written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.
- 3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:
  - 3.3.1 outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
  - 3.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements
  - 3.3.3 list any conditions imposed on the student's enrolment
  - 3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
  - 3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
  - 3.3.6 set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the *Privacy Act 1988*
  - 3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
  - 3.3.8 state that the student is responsible for keeping a copy of the written



- agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
- 3.3.9 only use links to provide supplementary material.
- 3.4 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
- 3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
  - 3.4.2 processes for claiming a refund
  - 3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
  - 3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
  - 3.4.5 a statement 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”.
- 3.5 The registered provider must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the registered provider of his or her contact details including:
- 3.5.1 the student’s current residential address, mobile number (if any) and email address (if any)
  - 3.5.2 who to contact in emergency situation.
  - 3.5.3 any changes to those details, within 7 days of the change.
- 3.6 The registered provider must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.