

International Students - Terms of Offer

This agreement, and the availability of a complaints and appeals process, does not remove the right of the student to take action under Australia's consumer protection laws. Overseas students have access to appeals and dispute resolution services and information from the Overseas Students Ombudsman. For more information visit <http://www.ombudsman.gov.au/How-we-can-help/overseas-students>

1. The Agreement

- 1.1. These Terms of Offer, the Letter of Offer and Acceptance of Offer together form a binding Agreement between International Institute of Business & Technology (IIBT) and the recipient of the attached Letter of Offer.
- 1.2. The student is responsible for keeping a copy of the written agreement and any receipts of its payments.
- 1.3. The Terms of Offer may be subject to variation as necessary to comply with any Australian Commonwealth or State law, regulation or amendment thereof.
- 1.4. The Agreement and IIBT's responsibilities to the student pertain only to the IIBT course or courses outlined in the Letter of Offer. Further agreements must be signed with the packaged course provider for courses offered by and studied at that institution.
- 1.5. All information provided by the student must be true and correct. Any false or misleading information provided by the agent or student may result in a termination of enrolment.
- 1.6. All conditions and special notes contained in the Letter of Offer must be met and/or agreed to prior to IIBT issuing a Confirmation of Enrolment (CoE).
- 1.7. Students must meet the minimum entry requirements as stated on the Letter of Offer. Pathway students must meet the minimum English language proficiency requirement for entry into a Pathway course. For some students this may require an English Language test. Where the test reveals that the English language skills are insufficient, at the discretion of IIBT, students may be required to undertake an additional preparatory study (fees may apply) prior to the commencement of the Pathway course. This will be outlined in the Letter of Offer.
- 1.8. Attendance at orientation is compulsory; therefore International Students must ensure the relevant visa is issued in time to attend orientation. Special permission must be sought for non-attendance at orientation.
- 1.9. Students are expected to attend all classes and undertake all tests and examinations during a course and must abide by all rules and regulations of IIBT that are in force at the time of their enrolment.
- 1.10. International students are protected by the Education Services for Overseas Students (ESOS) legislative framework at: <https://docs.education.gov.au/system/files/doc/other/esosstudentfactsheetv3.pdf>

2. Fees

- 2.1 A full time study load in a Pathway course is equivalent to four units in a Diploma course or a minimum 20 hours.
- 2.2 Course and tuition fees, charges and accounts including Overseas Student Health cover are payable in advance of each teaching period or semester in order to receive a CoE and/or continue the course.
- 2.3 Course fees may be transferred, for the same person to IIBT packaged courses provider, however, fees are not transferable to another person.

- 2.4 The total pathway tuition fees stated in an Offer Letter are indicative only and are based on a full time study load. Students will receive a credit to their account where the incurred tuition fees are less than the amount paid in advance. IIBT has the right to increase course or tuition fees and charges from time-to-time IIBT will give students 30 days' notice when there is a change to tuition fees. For more information on tuition fees refer to the IIBT Letter of Offer.
- 2.5 Students enrolling in a second or subsequent teaching period or semester at IIBT will be notified of the date by which payment and enrolment must be completed.
- 2.6 School aged dependents accompanying students to Australia will be required to enrol at school and pay full fees if they are enrolled in either a Government or non-Government school.
- 2.7 Where a student's study period is extended beyond the period of the study visa, the student will be liable for visa and related costs.
- 2.8 Students defaulting on payment of fees will have their account sent to an external debt collection agency. Further fees will be charged by the agency to the student for this service.
- 2.9 Non-tuition Fees & Charges

The following is a list showing non-tuition fees and charges you may incur at IIBT

Administration		Academic	
ITEM	COST	ITEM	COST
Replacement Student ID Card	\$10.00	Late- Enrolment Fee per unit	\$50.00
Photocopying Colour	20 cents per page 60 cents per page	Reprint of Graduate Certificate	\$50.00
Overdue Payment Fee	\$200	Reprint of Academic Transcript	\$10.00
Credit card surcharge	2.5%	VET course reassessment fee	Submission 1 No marking charge Submission 2 (if required) No marking charge Submission 3 (if required) \$200 per additional remark
Late payment penalty	\$200		
Enrolment fee	\$250 (non-refundable)		
Materials fee	ELICOS: \$70 per module VET Business courses: \$70 per course VET IT courses: \$200 per course Higher Education diploma courses: \$400 per course		
Resource fee	\$250 per annum		

3. Visa Conditions

- 3.1 Student visas are normally issued for the period of the course or courses being offered. Students needing to extend their visa beyond this period should first consult IIBT staff for assistance where they will also be referred to DIBP for Visa information.
- 3.2 International students are responsible for meeting all visa conditions as specified by the Australian Government. For more information on Australian Visa regulations refer to <http://www.immi.gov.au/>
- 3.3 Students under 18 years of age must have accommodation arrangements deemed acceptable by the Australian Government.
- 3.4 Students under 18 years of age must advise IIBT of their welfare arrangements on or before enrolment.
- 3.5 IIBT is required by law to report to the Australian Government international students who are found to be in breach of their visa conditions (e.g. maintaining satisfactory attendance and progress). Reported

students may be instructed by the Government to leave the country.

3.6 Current (enrolled) students are required to notify IIBT in writing or online of a change of address as soon as it occurs.

4. Privacy of Information

- 4.1 Personal information about the student may be shared between the registered provider and relevant Commonwealth, State and territory government agencies and for non-exempt providers, to the Tuition Protection Service and ESOS Assurance Fund Manager. This information may include personal and contact details, course enrolment details and changes and the circumstances of any suspected breach by the student of a student visa condition.
- 4.2 In the event of circumstances requiring critical incident management, IIBT reserves the right to disclose limited personal information of a student where it is considered necessary to meet or maintain its duty of care responsibilities to that student.
- 4.3 With the exception of parties referred to in clauses 4.1 and 4.2 and the packaged course provider, information will only be provided to other parties with a student's permission.
- 4.4 In the event of circumstances requiring urgent medical care and where it is not possible to contact the parent/guardian, IIBT is authorised as a matter of urgency to seek appropriate medical care.
- 4.5 In the event that a student defaults on payment of fees, the student gives permission for IIBT to give their name and contact details to a debt collection agency for the recovery of fees.

5. IIBT Refund Policy

IIBT is committed to ensuring all students have ready access to information about refunds, refunding tuition fees in accordance with current legislation and standards and reviewing refund requests based on compassionate and compelling grounds.

Specifically we will ensure that all information contained in marketing and advertising that relates to course fees are accurate and relevant to current fee policy, and that students are provided with 30 days' notice prior to any course fee changes.

IIBT will achieve this policy by providing the enrolled or enrolling student with information relating to and access to the course fee refunds procedures.

On receiving a Refund Request Form from a student, the Student Services Officer will advise IIBT management of the pending application.

Conditions:

- 5.1 All refund requests must be made in writing on the designated **Refund Request Form**.
- 5.2 All refunds will be paid within four weeks of receiving the Refund Request Form. Provisions for refunds are detailed in the **Refund Fee Schedule**.
- 5.3 Students are responsible for clearing any overdue fees prior to a refund being processed.

- 5.4 Enrolment, accommodation and airport pick up fees are non-refundable.
- 5.5 Refunds will be paid in \$AUD by direct deposit to the designated bank account of the person who entered into a contract with IIBT.
- 5.6 Under no circumstances will course money be refunded to a third party. Non-self-supporting students must obtain their parents' or legal guardian's permission for a refund.
- 5.7 Officially-sponsored students cannot request a refund of any tuition credit fees. Only the recorded sponsor can receive them.
- 5.8 Census date for refunds due to withdrawal or deferment is 21 days from the commencement date of the trimester (Diploma students) or the first day of the teaching period (English students) as applicable. Refunds outside of this timeframe will only be considered if the request is based on compassionate or compelling grounds. Cancellation fees may be applicable in accordance with the published refund schedule.
- 5.9 All request for refunds must be approved by IIBT's Director of International.
- 5.10 IIBT will refund monies in credit over \$50 following graduation. Refunds in excess of AUD\$50 will be sent to a student's nominated Australian bank account.
- 5.11 IIBT accepts no liability for any currency exchange movement between the date the fees were received and the date the refund is paid or any bank charges relating to the refund.
- 5.12 In the event that the information provided in the refund application is not complete and further information/verification is required, the processing timeline will resume effective from the date when the completed information has been submitted.
- 5.13 A student whose withdrawal or enrolment cancellation is due to exceptional compassionate or compelling circumstances must state reasons for the withdrawal in the **Refund Request Form** and include any documentary evidence (e.g. medical certificates). Cancellation charges may be waived.
- 5.14 Where students defer their course due to compassionate and compelling circumstances, IIBT will credit any fees paid to the relevant semester without penalty.
- 5.15 Commencing students who fail to meet a condition of their offer relating to English or academic competency, preventing them from enrolling in their proposed course, will be eligible for a refund of Tuition Fees less an administration charge, provided the college was notified before the beginning of the semester begun. Evidence of failure to meet the condition must also be shown prior to semester commencement, as outlined in the Letter of Offer.
- 5.16 The full refund policy will apply in cases where a student cannot provide sufficient evidence that entry requirements are not met.
- 5.17 In the case of a visa refusal, IIBT will process the written application and refund course fees within four weeks of receiving the student's written advice of visa refusal. Application for refund must be accompanied by a rejection letter from DoHA.

Defaults by IIBT

- 5.18 IIBT default refund provisions apply to an overseas student or an intending overseas student in relation to a course if:
 - a. the course does not start on the agreed starting day; or
 - b. the course ceases to be provided at any time after it starts but before it is completed; or

- c. the course is not provided in full to the student because a sanction has been imposed on IIBT; and
 - d. the student has not withdrawn before the default day
- 5.19 In the unlikely event that the Institute defaults, the student will be offered a refund of all the course money paid to date within two weeks of the default day. Should there be any unspent Pre-Paid Fees held in the IIBT Prepaid Student Fee Account, IIBT will pay the refund out of this account.
- 5.20 Alternately, the student may be offered enrolment in a suitable alternative course by the college at no extra cost.
- a. The student has the right to choose whether he/she would prefer a full refund of course fees, or to accept a place in another course.
 - b. If the student chooses placement in another course, he/she will be asked to sign a document to indicate that he/she accepts the placement. The student's written acceptance of the alternative course offer will relieve IIBT's liability to provide a refund to the student.
- 5.21 Should the above arrangement not be suitable to the student, IIBT will notify the Tuition Protection Service (TPS) Director who will facilitate access for the student to course placement.

Student Defaults

- 5.22 The student default refund provisions apply to an overseas student or an intending overseas student in relation to a course if:
- a. The course starts on the agreed starting day, but the student does not start on that day (and has not previously withdrawn); or
 - b. The student withdraws from the course (either before or after the agreed starting day); or
 - c. IIBT refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - i. The student failed to pay an amount he or she was liable to pay IIBT, directly or indirectly, in order to undertake the course;
 - ii. The student breached a condition of his or her student visa;
 - iii. Misbehaviour by the student

Appeals

- 5.23 Students who dispute refund procedures will be provided with access to the IIBT internal / external appeals procedure.
- 5.24 IIBT's refund policy and the availability of complaints and appeals processes do not remove the right of the student to take action under Australia's consumer protection laws.



International Student Fee Refund Schedule

A. Prospective and students enrolled in their first teaching period of studies at IIBT

In the event that:	The student is eligible for:
<i>Institution default</i>	
a. The offer of a place is withdrawn by the Institution; or b. The Institution is unable to provide the Course.	A full refund.
<i>Student default</i>	
c. The student makes a material statement that is proven to be false or provides a fraudulent document or the student is guilty of misconduct leading to expulsion or cancellation of enrolment.	No refund for the current teaching period. Any fees paid in advance for future teaching periods will be refunded in full.
d. The student withdraws, or confirms their intention to withdraw from the Institution, on or prior to, the first day of the teaching period.	A full refund less administrative expenses of \$1000.
e. The student withdraws from the Institution after the teaching period commences but on or prior to the Census date.	A full refund less expense of services calculated at 50% of the fee for the current teaching period.
f. A FEE HELP/local student withdraws from a unit of study on or prior to Census date	No financial liability is incurred and/or tuition fees paid in advance are refunded in full
g. The student withdraws from the Institution after the Census date.	No refund for the current teaching period. Any fees paid in advance for future teaching periods will be refunded in full.
h. The student does not meet the entry requirements as mentioned on the conditional offer letter.	A full refund of will be made less \$250 for administration expenses
i. The student's enrolment is cancelled after the Census date due to non-payment of fees.	No refund for the current teaching period. The student remains liable for the full fee for the teaching period whether or not reinstated.
j. Non-Student Visa holder withdrawing from the Institution prior to the first day of the teaching period.	A full refund less \$250 for administration expenses.
k. Non-student Visa holder withdrawing from the Institution after the first day of the teaching period and on or prior to Census date	A full refund less expense of services calculated at 50% of the fee for the current teaching period
<i>Other events</i>	
l. The student is granted Australian permanent residency on or prior to the Census date and provides evidence of their enrolment in IIBT as a domestic student.	The difference in domestic and international student fees will be credited to following study period(s). Any remaining balance (if any) will be fully refunded after the completion of the course. If permanent residency is granted after the Census date, the student remains liable for fees as an international student until the end of the current teaching period.
m. Visa refusal (before student commences course)	Full refund less 5% of course fees received by the Institution or \$500, whichever is the lesser

Note: Different courses at IIBT have different Census dates. Students are advised to refer to their Offer Letter for the Census date applicable to the course they are undertaking



B. Continuing Students: (Students enrolled in a continuing course eg. Diploma)

In the event that:	The student is eligible for:
<i>Institution default</i>	
a. The course ceases to be provided by the Institution after it has started, but before it is completed by the student.	A full refund of the tuition fees paid for any teaching periods which have not been completed.
<i>Student default</i>	
b. The student withdraws from the Institution on or prior to the first day of the new teaching period they are enrolled in	A full refund less administrative expenses of \$1000. Where fees for the new teaching period have not been pre-paid, a cancellation fee of \$1000 applies
c. The student withdraws from the Institution after the first day of the new teaching period but on or before Census date	A full refund less expense of services calculated at 50% of the fee for the new teaching period Where fees for the new teaching period have not been pre-paid, a cancellation fee calculated at 50% of the fee for the new teaching period applies
n. A FEE HELP/local student withdraws from a unit of study on or prior to Census date	No financial liability is incurred and/or tuition fees paid in advance are refunded in full
d. The student withdraws from the Institution after the Census date of the teaching period they were enrolled in.	No refund for the current teaching period. Any fees paid in advance for future teaching periods will be refunded in full.
e. The enrolment is cancelled by the Institution because the student is not making satisfactory academic progress despite appropriate measures having been taken by the Institution to assist them.	No refund for the teaching periods previously undertaken prior to the teaching period in which enrolment is terminated. No refund for the teaching period in which the enrolment is terminated unless the termination and withdrawal occurs before the relevant census date in the current teaching period Any fees paid in advance for future teaching periods will be refunded in full.
f. Misconduct by the student leading to expulsion or cancellation of enrolment.	No refund for the current teaching period. Any fees paid in advance for future teaching periods will be refunded in full.
g. The student's enrolment is cancelled after census due to non-payment of fees.	No refund for the current teaching period. The student remains liable for the full fee for the teaching period whether or not reinstated.
<i>Other events</i>	
h. The student is granted Australian permanent residency on or prior to the Census date and provides evidence of their enrolment in IIBT as a domestic student.	The difference in domestic and international student fees will be credited to following study period(s). Any remaining balance (if any) will be fully refunded after the completion of the course. If permanent residency is granted after the Census date, the student remains liable for fees as an international student until the end of the current teaching period.
i. The student is enrolled on a conditional or provisional basis and is then not permitted to re-enrol.	A full refund of fees paid in advance for the conditional enrolment and any future teaching periods.
j. The student completes their course and their record reflects as Course Complete	A full refund of any overpayment of fees.



o. Visa refusal (after the student has commenced the course)	Full refund less 5% of tuition fees by the Institution or \$500, whichever is the lesser
--	--

Note: Different courses at IIBT have different Census dates. Students are advised to refer to their Offer Letter for the Census date applicable to the course they are undertaking