

Number:	AS0030
Version:	V4
Date of Issue:	July 2018
Student Category:	INT

International Student Enrolment Acceptance Agreement

Family Name:	Given Name(s):	Date of Birth:
Phone Number:	Email Address:	Passport Number:
Address:		
USI-Unique Student Identifier*		VSN-Victorian Student Number (where applicable)
<small>* From January 1st 2015 applicants must provide Australian College of Trade Pty. Ltd. with their Unique Student Identifier (USI). This identifier can be obtained by the applicant at www.usi.gov.au</small>		

Course Details

CRICOS Course Code	National Course Code	Course Title	Course Commencement Date

Course Entry Conditions:

All the above Vocational courses have educational and English proficiency levels for overseas students. This information is detailed in the International Student Handbook, under 'Entry Requirements for Overseas Students' which can also be found on the Australian College of Trade Pty Ltd website www.acot.vic.edu.au ([International students/How to Apply](#))

Course Costs

Application Fee			
\$250			
CRICOS Course Code	National Course Code	Course Tuition Fees	Course Materials Fee

Fee Payable

Initial Payment Due now:	Application	Tuition	Course Materials	OSHC	Total Due

For remaining instalments please see Student Administration; they will provide these details for your full study duration at ACOT.

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Other Course Costs (as applicable)

RPL Assessment	RPL applications attract a fee of \$200 per unit assessed. The rebate for approved units is calculated as follows: (course cost, divided by the total number of tuition hours, multiplied by the tuition hours of the approved units). The charge of \$200 per unit remains for non-approved units, which is added to the course cost	Change of course	\$100.00
Credit Transfer	Applications for Credit Transfer will be processed without Cost prior to the issue of the electronic Confirmation/s of Enrolment (eCOE) for the course/s specified in this form. A fee of \$250 will be charged for each additional application for course credit that is submitted after the issue of the electronic Confirmation/s of Enrolment (eCOE) for the course/s specified in this Acceptance Agreement. The rebate for approved units is calculated as follows: (course cost, divided by the total number of tuition hours, multiplied by the tuition hours of the approved units).	Replacement Student ID	\$10.00
Supplementary Assessment	Re-sit – per assessment \$50.00; Re-assessment - \$100.00 per unit. For details see International student handbook.	Document Re-issue	\$50.00 lost documents \$150.00 certificate re-issue
Unit repeat	Calculated at \$12 per class hour when undertaken during the normal course timetable with another group/batch.	Re-print of Receipt	\$20.00 per receipt
External Appeal Fees	\$200.00 for Appeals to Overseas Student Ombudsman if unsuccessful	Overseas Health Cover	Rates change and are as per www.medibank.com.au/oshc
	No Fee is Payable if the Appeal is successful	Student Photocopying	10c per page
Course Withdrawal	Where a student wishes to withdraw they are liable to pay all tuition and materials fees for the current term	Late payment Fee	\$200.00

Transfer

I understand that if I wish to transfer from the Australian College of Trade Pty Ltd to any other educational provider prior to completion of 6 months of study of the Principal Course of Study I need written approval from the Australian College of Trade Pty Ltd.

Refund Policy Conditions and Processes

Full Fee Refund

The Australian College of Trade Pty Ltd will make a full refund of course fees paid in the following circumstances:

- i. Application for an initial student visa is unsuccessful.
 - In this case the Australian College of Trade Pty Ltd, reserves the right to retain the application fee of A\$250. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to the Australian College of Trade Pty Ltd upon visa refusal to claim a refund of course tuition fees. This refund of course tuition fees will be paid to the applicant within 28 days of acceptance of the claim.
- ii. The Australian College of Trade reserves the right to cancel or postpone any course prior to its scheduled commencement date. In such circumstances:
 - A full refund of course tuition fees will be made within 14 days of the date the course ceases to be offered by ACOT

Partial Fee Refund

The Australian College of Trade Pty Ltd will make a partial refund of tuition fees to students who wish to withdraw provided written notice of withdrawal is received from a candidate at least 28 days prior to the initial course commencement.

Maximum partial refund of the first term's fees will be refunded less application fee of A\$250. Where a student has not paid the full course fees at date of withdrawal they will still be liable for 50% of the first term's fees plus the application fee.

No Fee Refund

No refund will be paid to a candidate where their written notice of withdrawal is received less than 28 days from course commencement or once the course has commenced.

If an extension to your student visa is not granted a refund will not be issued. You are advised not to enrol if you believe your student visa may not be extended.

No refund will be paid to a student that seeks to transfer to another education provider prior to completion of six months study of the principal course enrolled. Students will not be granted approval for a transfer until all fees for which they are liable have been paid. Should a student's enrolment be cancelled because of infringement of the Australian College of Trade Pty Ltd's disciplinary Policy or for a breach of student visa conditions, no refund of current term fees will be paid. Students who have not paid at the time of cancellation will still be liable to pay all outstanding fees.

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Refund Requests

Application for a refund of fees in accordance with this Refund Policy must be made in writing, using the request for refund pro-forma ES0052, (available from reception) stating reasons and relevant details. This must be submitted to the Administration and Finance Manager at

Australian College of Trade Pty Ltd
859 High Street, Thornbury VIC 3071

Or by email, with attached support documents, to admission@acot.vic.edu.au

Approvals

All refunds must be approved by the Chief Operating Officer

Exemptions to any of the above mention cases may only occur where the student has extenuating or compassionate grounds as determined by the CEO.

Payment of Refund

All refunds for which a student is eligible will be forwarded to the person who paid the fees in his or her home country, unless the student is transferring to another institution in Australia (subject to Visa conditions), in which case any refund may be remitted to that institution. The Australian College of Trade Pty Ltd will provide the student with a statement detailing the calculation of the refund.

Payment of Tuition and other fees

1. Definitions

- 1.1 "Company" shall mean Australian College of Trade Pty Ltd (A.C.N. 126 145 686), its subsidiaries, its successors and assigns.
- 1.2 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Student on a principal debtor basis.
- 1.3 "Goods" shall mean and items or goods supplied by the Company to the Student (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.4 "Price" shall mean the cost of the Goods and Services as agreed between the Company and the Student subject to clause 4 of this contract.
- 1.5 "Services" shall mean all services supplied by the Company to the Student and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).
- 1.6 "Student" shall mean the Student who signs the Acceptance Agreement or any person acting on behalf of and with the authority of the Student.
- 1.7 "Terms and Conditions" means these terms and conditions and all documents relating to it, including but not limited to the Application Form and the Acceptance agreement.

2. Acceptance

- 2.1 Any instructions received by the Company from the Student for the supply of Goods and Services and/or the Student's acceptance of Goods supplied by the Company shall constitute acceptance of the Terms and Conditions contained herein.
- 2.2 Where more than one Student has entered into this agreement, the Students shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these Terms and Conditions by the Student the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions or with the written consent of the manager of the Company.
- 2.4 None of the Company's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Company in writing nor is the Company bound by any such unauthorised statements.
- 2.5 As per Mandatory VISA conditions, the Student undertakes to give the Company not less than fourteen (14) days prior written notice of any proposed change in the Student's name and/or any other change in the Student's details (including but not limited to, changes in the Student's address, facsimile number, or business practice).

3. Goods and Services

- 3.1 The Goods and Services are as described to the Student by the Company and as provided by the Company to the Student.

4. Price and Payment

- 4.1 At the Company's sole discretion, the Price shall be either:
 - (a) as indicated on invoices provided by the Company to the Student in respect of Goods and Services supplied; or
 - (b) the Company's current Price, at the date of delivery of the Goods and Services, according to the Company's current Price list; or
 - (c) be the Company's quoted Price (subject to clause 4.2) which shall be binding upon the Company.
- 4.2 Payment Dates:
 - 4.2.1 All payment schedules must be adhered to and will be set out in writing by the Company to the Student.
 - 4.2.2 Default of any one (2) payments (of any value) will result in suspension of any course until money owed has been paid in full or a written agreement has been made between both parties. Upon suspension the Student will not have access to lectures or the use of the Company facilities.
 - 4.2.3 If 3 payments are missed then the Company holds the right to terminate the agreement immediately and the matter will be referred to a debt collecting agency for the money outstanding and/or to a credit-reporting agency for reporting the default.
- 4.3 Any application fee paid to the Company is non-refundable and will not be refunded under any circumstances.
- 4.4 Time for payment for the Goods and Services shall be of the essence.
- 4.5 At the Company's sole discretion, payment for approved Students shall be made by instalments in accordance with the Company's written delivery/payment schedule.
- 4.6 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Student and the Company. In the event of a payment by credit card a fee of 2.0% of the invoice total will be added to the payment.

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4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Company.

5. Delivery of Goods / Services

5.1 Delivery of the Goods and Services shall be made to the Company's nominated address. The Student shall make all arrangements necessary to take delivery of the Goods and Services whenever they are tendered for delivery, or delivery of the Goods shall be made to the Student at the Company's address.

5.2 The failure of the Company to deliver shall not entitle either party to treat these Terms and Conditions as repudiated.

5.3 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods and/or Services (or any of them) promptly or at all.

6. Fair Trading Acts

6.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the *Goods Act 1958* (Vic), the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 1999* (Vic) or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

7. Default & Consequences of Default

7.1 Administration charges on overdue invoices shall accrue from the date when payment becomes due, daily until the date of payment, at a rate of \$50 per month. The Student agrees that this is a fair and reasonable charge and is directly relevant to the likely damage that the Company might suffer because of non-payment by the Student.

7.2 If the Student defaults in payment of any invoice when due, the Student shall indemnify the Company from and against all the Company's costs and disbursements, including legal costs on an indemnity basis or on a solicitor and own client basis whichever is the higher and in addition all the Company's nominees' costs of collection inclusive of debt collection and agency fees and commissions.

7.3 Without prejudice to any other remedies the Company may have, if at any time the Student is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Student and any of its other obligations under the terms and conditions. The Company will not be liable to the Student for any loss or damage the Student suffers because the Company exercised its rights under this clause.

7.4 If:

(a) any money payable to the Company becomes overdue, or in the Company's opinion the Student will be unable to meet its payments as they fall due; or

(b) the Student becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a trustee or similar person is appointed in respect of the Student or any asset of the Student; then without prejudice to the Company's other remedies at law:

(i) the Company shall be entitled to cancel all or any part of any order of the Student which remains unperformed in addition to and without prejudice to any other remedies; and

(ii) all amounts owing to the Company shall, if due for payment, immediately become payable in addition to the administration charge payable under clause 8.1 hereof.

(iii) Outstanding monies shall be recoverable forthwith from the Student as a liquidated debt together with any interest accrued and costs.

8. Title

8.1 The Goods will always prior to the payment of the Price remain the absolute property of the Company and title does not pass to the Student at any stage until the Price is received by the Company.

9. Privacy Act 1988

9.1 The Student and/or the Guarantor/s agree for the Company to obtain from a credit-reporting agency a credit report containing personal credit information about the Student and Guarantor/s in relation to Services provided by the Company.

9.2 The Student and/or the Guarantor/s agree that the Company may exchange information about Student and Guarantor/s with credit providers or named in a consumer credit report issued by a reporting agency for the following purposes:

(a) To assess an application by the Student;

(b) To notify other credit providers of a default by the Student;

(c) To exchange information with other credit providers as to the status of this credit account, where the Student is in default with other credit providers; and

(d) To assess the credit worthiness of the Student and/or Guarantor/s.

9.3 The Student consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) *Privacy Act 1988*).

9.4 The Student agrees that personal data provided may be used and retained by the Company for the following purposes and for other purposes as shall be agreed in writing between the Student and Company or required by law from time to time:

(a) provision of Services & Goods;

(b) marketing of Services and/or Goods by the Company, its agents or distributors in relation to the Services and Goods;

(c) analysing, verifying and/or checking the Student's credit, payment and/or status in relation to provision of Services/Goods;

(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Student; and

(e) enabling the daily operation of Student's account and/or the collection of amounts outstanding in the Student's account in relation to the Services and Goods.

9.5 The Company may give, information about the Student to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Student; and or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Student.

10. General

10.1 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

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- 10.2 All Goods supplied by the Company are subject to the laws of Victoria and the Company takes no responsibility for changes in the law which affect the Goods supplied. The Student irrevocably submits to the jurisdiction of Victoria and the Melbourne Registry of the appropriate Court or Tribunal in the event of any dispute.
- 10.3 The Company shall be under no liability whatever to the Student for any indirect loss and/or expense (including loss of profit) suffered by the Student arising out of a breach by the Company of these Terms and Conditions.
- 10.4 In the event of any breach of these Terms and Conditions by the Company the remedies of the Student shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods or Services.
- 10.5 The Student shall not set off, deduct or reduce against the Price, any amounts due from the Company.
- 10.6 The Company may license or sub-contract all or any part of its rights and obligations without the Student's consent.
- 10.7 The Company reserves the right to review these Terms and Conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Company notifies the Student of such change.
- 10.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 10.9 Company policies and procedures relating to student engagement are available on the Company's website and in the Student Handbook.

11. Student's Responsibilities

- 11.1 The Student shall satisfy itself at the commencement that the Goods and Services are suitable for their purpose.
- 11.2 The Student shall not affix any of the Goods in such a manner as to make it legally a fixture forming part of any freehold until the Price is received by the Company.
- 11.3 The Student shall complete their financial commitment to the Company even in the event it cannot attend the Services provided by the Company or utilize the Goods or Services of the Company.

12. Cooling Off Period

- 12.1 All courses are subject to a forty-eight (48) hour cooling off period from the time of signing the Acceptance Form and may be terminated within this time frame by the Student in writing to the Company. Any Goods and materials supplied to the Student by the Company must be returned within seven (7) days.

Statement Regarding Consumer Protection

"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"

Statement Regarding Your Personal Information

There are some circumstances in which personal information about students may be shared between the Australian College of Trade Pty Ltd and the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition.

Statement Regarding Statement/s of Attainment.

You are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation or transfer, prior to completing the qualification, provided you have paid in full for the tuition related to the units of competency to be shown on the Statement of Attainment.

Statement Regarding Academic honesty

While you are studying at the Australian College of Trade Pty Ltd you must not engage in any activity that involves attempting to receive a grade for course work assessments by means other than honest effort, for example:

- You must not, knowingly, procure, provide, or accept, any materials that contain questions, or answers, to any examination, or assignment, to be given at a subsequent time.
- You must not complete, in part, or in total, any examination, or assignment for another person.
- You must not, knowingly, allow any examination, or assignment, to be completed, in part, or in total, for himself, or herself, by another person.
- You must not plagiarise, or copy, the work of another person and submit it as your own work.
- You must not employ unauthorized aids when undertaking course work.
- You must not without proper authorization and specific direction, alter any previously graded class assignments, or examinations, and then re-submit them for re-grading.
- You must not provide your assignments, in part, or in total, to any other student in current or future classes of the course.
- You must not procure, or accept, assignments from current, or prior, classes of the course.
- Collaborating with other students to develop, complete, or correct, course work assessments, is limited to activities explicitly authorized by the instructor.
- You must not use of other students' course work assessments, in part, or in total, to develop, complete, or correct, your course work assessments.

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Statement Regarding Cancellation, Suspension or Deferment.

The Australian College of Trade Pty Ltd may defer commencement of a course when a course is not offered. International Students may defer commencement of a course or suspend or cancel their enrolment during their course under the following limited circumstances:

- Unavailability of a course or pre- requisite unit
- Delay in issuing initial Student visa.
- On the grounds of compassionate or compelling circumstances (at the discretion of ACOT).

The Australian College of Trade Pty Ltd may cancel or suspend a student's enrolment in the following instances:

- Student misbehaviour as outlined in the Student Code of Conduct
- Intervention strategy for unsatisfactory course progress
- Erratic course progress, for example, unsatisfactory course progress in non-consecutive study periods or continuous absence from scheduled course hours
- Student is not paying fees on time
- Student takes leave of absence without approval
- Student fails to enrol in any units of competency for a compulsory study period
- The student does not return to study after a scheduled term or holiday break or following an approved leave of absence such as deferment or suspension of studies

Student Obligation

The student must notify the Australian College of Trade Pty Ltd within 7 days of any, and all change/s of address while enrolled in the course/s. This is to fulfil Student Visa condition 8533.

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Enrolment Acceptance Declaration

In signing this enrolment acceptance agreement, I, _____, declare the following:

- That the information provided by me in the application, including the Unique Student identifier, is complete and correct.
- I have read all the Australian College of Trade Pty Ltd rules and regulations provided in the student handbook and/or on the Australian College of Trade Pty Ltd website www.acot.vic.edu.au.
- I agree to abide by the Australian College of Trade Pty Ltd rules and regulations and any amendments made to the rules and regulations, during the period of my enrolment.
- I have read and understood the statement regarding statements of attainment.
- I have read and understood and agree to abide by the statement regarding academic honesty.
- I agree to undertake a testing requirement prior to any course entry, if deemed necessary by the Australian College of Trade Pty Ltd and adhere to any other pre-requisites identified above.
- I understand that I must show English language competency at upper-intermediate level, comparable to at least IELTS 5.5 or equivalent, before commencing my vocational course. I understand that I may need to undertake or extend English language training as required.
- I have read and understood the statement regarding cancellation, suspension or deferment.
- I agree to observe Department of Home Affairs visa requirements.
- I agree to pay all fees required on or by the due date as notified in writing by the Australian College of Trade Pty Ltd.
- I understand that any unpaid course fees may be referred to a debt collection agency and that the actions of the collection agency could also affect my on-going credit rating. I also understand I may be reported to the Department of Home Affairs for breaching one of the mandatory conditions of my Student Visa
- I understand that refunds will only be granted in accordance with the refund policy
- I understand that the Australian College of Trade Pty Ltd reserves the right to cancel any course prior to the commencement date of the course and will refund payments as outlined in the Refund Policy.
- I understand withdrawal from a course after commencement requires full payment of the current term's fees
- I understand that where my contact details change while studying with the Australian College of Trade Pty Ltd Institute I must advise the Australian College of Trade Pty Ltd of these changes immediately. These details include but are not limited to details such as address and contact phone details.
- I understand failure to commence the course on scheduled commencement date without contacting the Australian College of Trade Pty Ltd will result in my enrolment being cancelled and the Department of Home Affairs being notified accordingly.

I hereby accept the offer of a place in the course(s) listed on page 1 of this agreement at the Australian College of Trade Pty Ltd. I agree to all the conditions of enrolment as detailed in this agreement.

Student Full Name:

Signature:

Date

- This agreement must be **initialled on each page** and returned to the Australian College of Trade Pty Ltd, with deposit, as an indication that you accept the offer of enrolment and the terms and conditions you must follow when enrolled to study at the Australian College of Trade Pty Ltd.