

# International Student Offer Letter (Conditional)

Date:

Student Name:

Dear **Mr/Mrs./Miss.**

Congratulations! We are pleased to offer you a place into the following Australian Nationally Accredited Qualifications.

Course	Course Code/Course Name
Campus Location	Thornbury or CBD
Course Duration	XX Weeks
CRICOS Provider Code	03082B
Application Fee AUD	\$250 (non-refundable)
Tuition Fees AUD	\$XXXX
Course Materials Fee	\$XXX
Total Payment	\$SUM of Application/Course/Materials fees
Initial payment Due	\$XXX
Overseas Student Health Cover-OSHC	\$XXX Single \$XXXX Couple \$XXXX Family
Commencement Date	XX/XX/2022
Completion Date	XX/XX/202X

Payments can be made by cash, bank draft, Visa card, MasterCard, or bank telegraphic transfer. Payments should be in favour of Australian College of Trade. Please forward your payments using the following account details:

**Account name: Australian College of Trade**  
**Bank name: Commonwealth Bank of Australia**  
**BSB number: 063-010**  
**Account number: 11316739**  
**SWIFT Code: CTBAAU2S**  
**Bank Address: 385 Bourke St Melbourne VIC 3000**

Please note that acceptance and entry into this program is conditional upon submission of, and approval by Australian College of Trade of the following documents:

<ul style="list-style-type: none"><li>• Genuine Student and Genuine Temporary Entrant Financial Matrix and Evaluation Form (<b>offshore student only</b>)</li><li>• Genuine Student and Genuine Temporary Entrant Financial Declaration (<b>offshore student only</b>)</li><li>• Genuine Student and Genuine Temporary Entrant Statement (<b>offshore student only</b>)</li><li>• You must obtain a minimum of an International English Language Test Score (IELTS) of 5.5 or its equivalent</li><li>• Must be 18 years of age or older</li><li>• Minimum of overseas academic level year 11 or equivalent</li></ul>
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If you do not meet these criteria, please contact us to discuss any other options you may have.

To confirm your acceptance of this offer, complete and return the attached International Student Enrolment Acceptance Agreement, along with payment as outlined. Once your initial payment has been received, we will issue you with an Electronic Confirmation of Enrolment (eCOE). The eCOE is required by the Department of Home Affairs for processing your Student Visa. Please refer to <http://www.immi.gov.au/students/index.htm> for more information.

Please note that overseas health cover (OSHC) is compulsory for individuals on a student visa. We can assist you in obtaining this health cover through **Allianz Insurance**.

Please refer to your International Student Enrolment Acceptance Agreement, for terms and conditions of your enrolment with our college.

We would like to wish you all the best in your chosen course and look forward to meeting and welcoming you on your commencement of studies.

**Please note that your induction/orientation will take place within 14 days of the commencement of your course.**

Yours sincerely,

*Staff Member name and signature*

Student Administration

## 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)	

### Course Details

CRICOS Course Code	National Course Code	Course Title	Course Commencement Date	Expected Course End Date
CRICOS Course Code	National Course Code	Course Title	Expected Course Commencement Date	Expected Course End Date
CRICOS Course Code	National Course Code	Course Title	Expected Course Commencement Date	Expected Course End Date
CRICOS Course Code	National Course Code	Course Title	Expected Course Commencement Date	Expected Course End Date
CRICOS Course Code	National Course Code	Course Title	Expected Course Commencement Date	Expected Course End Date

Mode/s of Study:	Study Location
Blended-Classroom <input type="checkbox"/>	859 High Street, Thornbury, 3071, VIC <input type="checkbox"/>
Work Placement as required <input type="checkbox"/>	Practical Kitchen as required <input type="checkbox"/>

### Statement of Fees

Application Fee			
\$250 (Non-Refundable)			
CRICOS Course Code	National Course Code	Course Tuition Fees	Course Materials Fee
CRICOS Course Code	National Course Code	Course Tuition Fees	Course Materials Fee
CRICOS Course Code	National Course Code	Course Tuition Fees	Course Materials Fee
CRICOS Course Code	National Course Code	Course Tuition Fees	Course Materials Fee

### Initial Payment Due

Payment Due now:	Application	Tuition	Course Materials	OSHC	Total Due

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### Remaining Fees Payable

For remaining fees, these can be paid in instalments. For a monthly payment plan please see the attached schedule. Monthly payment plans are offered using **EZIDEBIT** as the preferred payment method. This facility incurs an initial set up fee of \$5.50 and incurs a **monthly debit fee of \$1.19 for amounts debited from your nominated bank account.**

**Where you nominate a credit card for payment, the fees for each transaction will be 2.10% for Visa/Mastercard, 4.20% for AMEX/Diners. 9.** Missed or failed payments will incur additional fees from both EZIDEBIT and ACOT as per the table below.

### Other Course Costs (as applicable)

<b>RPL Assessment</b>	RPL applications attract a fee of \$250 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 \$250 per unit remains for non-approved units, which is added to the course cost	<b>Change of course</b>	\$100.00
<b>Credit Transfer</b>	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, plus \$25 per unit credited will be charged for <b>each</b> 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 tuition fee 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).	<b>Replacement Student ID</b>	\$10.00
		<b>Document Re-issue</b>	\$50.00 lost documents \$150.00 certificate re-issue
		<b>Re issue of COE</b>	\$150
<b>Additional Assessment</b>	<b>Re-assessment</b> - \$150.00 per unit or part thereof. Re assessment will occur where a student has not achieved competency after three (3) previous attempts, has missed assessment due to non-attendance of a practical class or has submitted plagiarised assessment. For details see international student handbook.	<b>Missed Payment Plan Instalment Administration Fee</b>	\$20.00 per missed/failed payment, (Over and above bank default fees)
<b>Unit repeat. full or part of- (additional tuition fees)</b>	Calculated at \$150 per class day, or part thereof. These additional classes can be undertaken either as a catch-up class during term breaks or during the normal course timetable with another group/batch.	<b>Overseas Student Health Cover</b>	Rates change and are as per <a href="https://www.allianzcare.com.au/en/student-visa-oshc.html">https://www.allianzcare.com.au/en/student-visa-oshc.html</a> or other approved health fund
<b>External Appeal Fees</b>	\$200.00 for Appeals to an Independent external mediator if unsuccessful	<b>Re-print of Receipt</b>	\$20.00 per receipt
	No Fee is Payable if the Appeal is successful	<b>Student Photocopying</b>	10c per page
<b>Course Withdrawal</b>	Where a student wishes to withdraw during their enrolment, they are liable to pay all tuition and materials fees for the current semester		

**Fee or other cost waivers or discounts may be made at the discretion of the Chief Operating Officer**

### 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 and Procedure

The Australian College of Trade Pty Ltd (ACOT) will ensure that appropriate documentation is retained in relation to each enrolment. To safeguard student funds ACOT will meet all Commonwealth and State legislative requirements including but not limited to the ESOS Act (2018).

#### Refund Policy and Procedure

- This refund policy applies to all fees paid to the college. Please note that the Enrolment application fee \$250, is non-refundable administration fee.
- Australian College of Trade does not require a student to pay more than 50% of tuition fees before a course commences unless it is for a short course of 25 weeks or less.
- Australian College of Trade can accept more than 50% of tuition fees before the course commences if the student, or person responsible for paying the fees, chooses to pay more.
- Australian College of Trade can request any remaining fees as per the payment agreed between the student and the college.
- Australian College of Trade refund policy ensures that all applications for fees refund will be considered.
- The Australian College of Trade reserves the right to cancel or postpone any course either prior to its scheduled commencement date or during the course. In such circumstances a full refund of all unused prepaid tuition fees will be made if a CRICOS course is cancelled by Australian College of Trade for any reason. A full refund of course tuition fees will be made within 14 days of the date the course ceases to be offered by ACOT.
- Refunds for an unsuccessful initial Visa application will be made within 14 days of the application being received.
- Refunds for any other circumstance will be remitted within 28 days of the application being received.

### REFUND TABLE

Unsuccessful Initial Visa Application	100% refund of all unused prepaid tuition fees less \$250 Application fee
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Course cancelled by Australian College of Trade (provider default)	100% refund of all unused prepaid fees and course material fees
Cancellation by applicant of enrolment more than 28 days prior to course commencement date	50% refund of all unused prepaid fees less \$250 Application fee
Cancellation by applicant less than 28 days prior to course commencement	25% refund of all unused prepaid fees less \$250 Application fee
Cancellation of enrolment after the course commencement date	No refund
Visa cancelled or refused (for a subsequent visa application) due to the actions of the student	No Refund
Student seeks transfer to another education provider prior to completion of six months study of the principal course enrolled	No Refund
Student enrolment is cancelled due to student breach of visa conditions, or disciplinary infringements.	No Refund. Student will also be liable for unpaid fees at the time of enrolment cancellation

#### **Refund Requests**

Application for a refund of fees in accordance with this Refund Policy must be made in writing, using the **Application for Refund, VCID.SMS.06**, (available from reception) stating reasons and relevant details. Any relevant documentary evidenced must be attached to this application for consideration. These documents are to be submitted to:

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

By email, with attached support documents to [admission@acot.vic.edu.au](mailto:admission@acot.vic.edu.au)

#### **Approvals**

All refunds must be approved by the Chief Operating Officer or their delegate.

Exemptions to any of the above-mentioned cases may only occur where the student has extenuating, or compassionate grounds as determined by the COO or their delegate.

#### **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.

### **Attendance and Academic Progress**

#### **Attendance**

Please note that you each student is required to attend at least 80% of your allocated class schedule.

#### **Academic Progress**

Each semester each student is expected to have satisfactorily completed at least 50% of their timetabled program.

#### **Attendance and/or Academic intervention**

If at any stage you fall behind in either your academic progress or drop below the required level of attendance, you will receive written notification of your requirement to attend an intervention meeting. Please refer to the Student handbook for more details.

### **Complaints and Appeals Policy and Process**

#### **Policy**

This policy/procedure supports the *Standards for RTO's 2015.v2* in providing a process for complaints and appeals to be heard and actioned. All complaints and appeals received by Australian college of trade will be viewed as an opportunity for improvement. Despite all efforts of Australian College of Trade to provide satisfactory services to its students, complaints may occasionally arise that require formal resolution. The procedures provide students the opportunity to have any issues relating to a substantiated complaint or appeal resolved and resolutions reached that attempt to satisfy all parties involved. This complaints and appeals process will be at no cost to the student.

- Australian College of Trade must have a policy for dealing with complaints about our organisation, third parties, staff, or other learners. We must also have an appeals policy in case Australian College of Trade is requested to review or reconsider a decision it has made (e.g., an assessment decision).
- We must make these policies publicly available, for example, by including them on Australian College of Trade's website or displaying them in common areas for staff and learners.
- Make the process for lodging a complaint or appeal clear and explain what will happen as a result. Ensure people are not disadvantaged.
- Allowing learners to easily engage with Australian College of Trade staff about any concerns they have can stop minor issues becoming larger.

#### **Procedure**

##### **Informal process**

Where possible all non-formal attempts shall be made to resolve the complaint. This may include advice, discussions, and general mediation in relation to the issue. Any staff can be involved in this informal process to resolve issues but once a student has placed a formal complaint / appeal the following procedures must be followed.

##### **Formal process**

Any student, potential student, or third party may submit a formal complaint to Australian College of Trade with the reasonable expectation that all complaints will be treated with integrity and privacy. There is no cost for the complaints process unless it is referred to a third party.

A student wishing to submit a formal complaint or appeal can do so by completing the 'Complaints or Appeals Form' VCID.SMS.05 and state their case providing as many details as possible. This application form can be gained by contacting Student Administration at Australian College of Trade.

All formally submitted complaints or appeals are submitted to the CEO. It is their responsibility to deal with the complaint in the first instance.

The CEO shall then refer the matter to the appropriate staff to resolve or make a decision on the complaint within 10 working days and keep the complainant informed of any decisions or outcomes concluded, or processes in place to deal with the complaint.

#### **Appeals**

All students have the right to appeal decisions made by Australian College of Trade where reasonable grounds can be established.

To activate the appeals, process the student is to complete a 'Complaints or Appeals Form' which is to include a summary of the grounds the appeal is based upon.

The reason the student feels the decision is unfair is to be clearly explained and help and support with this process can be gained from student administrations department.

The CEO shall then determine the validity of the appeal and organise a meeting with all parties involved in the matter and attempt to seek resolution where appropriate

#### **External Mediators**

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If a student is still dissatisfied with the decision of Australian College of Trade, a student may wish to refer the matter to an external independent / third party mediator. If they are not satisfied with the outcomes of these processes, they should be referred to the National Training Complaints Hotline.

**Australian Consumer Law**

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

**Payment of Tuition and other fees**

**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.

**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 student s 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).

**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 .

**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 Where a student elects to pay fees in full prior to, or at the commencement of enrolment, they will be provided with an invoice that must be paid within 14 days. Failure to do so will result in the issuing of a Warning letter. If, after a further 14 days the invoice remains unpaid, the Company will issue a Notice of its intention to report the student to the Department of Home Affairs. The student will be provided with the ability to Appeal this Notice within 20 working days. Should the student not appeal this notice, or withdraws from the process, their enrolment will be cancelled, and the agreement will be terminated. The Company holds the right to refer the matter to a debt collecting agency for the money outstanding and/or to a credit-reporting agency for reporting the default.
  - 4.2.2 Where a student elects to pay fees by monthly instalments, all instalment payment schedules must be adhered to and will be set out in writing by the Company to the student.
  - 4.2.3 Default of any (2) payments (of any value) will result in the issue of a Warning letter. This letter will seek payment of outstanding/missed/failed instalment payments within 14 days. If 3 instalment payments are missed, then the Company holds the right to suspend the student from participating in 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's facilities. (see clause 7.3 below).
  - 4.2.4 If, after 14 days from the issue of the Warning letter for outstanding/missed/failed instalment payments, the student does not remedy the unpaid instalment amounts, the Company will issue a Notice of its intention to report the student to the Department of Home Affairs. The student will be provided with the ability to Appeal this Notice within 20 working days. Should the student not appeal this notice, or withdraws from the process, their enrolment will be cancelled, and the agreement will be terminated. The Company holds the right to refer the matter 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 student s 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.
- 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.

**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.

**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.

**Default & Consequences of Default**

- 7.1 Administration charges on overdue invoices shall accrue from the date when payment becomes due. Each overdue invoice will incur an administration charge of \$50 from the company. 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. The student is also liable to pay EZIDEBIT dishonour fees for any missed/failed payments.
- 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

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(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.

**8.1 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.**

**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.

**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.

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. Following any such review, if 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.

**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.

**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 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 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 attendance or 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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## Privacy Notice

**Why we collect your personal information:** As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us. If Australian College of Trade cannot collect your personal information, we will not be able to enrol you as a student.

**How we use your personal information:** We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

**How we disclose your personal information:** We are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

**How the NCVER and other bodies handle your personal information:** The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at [www.ncver.edu.au/privacy](http://www.ncver.edu.au/privacy).

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DESE is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at <https://www.dese.gov.au/national-vet-data/vet-privacy-notice>.

If you cannot access the electronic privacy notice on the Department's website, Australian College of Trade will provide you with a downloaded or hard copy of that notice.]

### Surveys

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

### Contact information

At any time, you may contact Australian College of Trade to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

You can contact Australian College of Trade, Tel: 03 9484 8787, Email: : [admission@acot.vic.edu.au](mailto:admission@acot.vic.edu.au) and you can access Australian College of Trade's Privacy Policy at [www.acot.vic.edu.au/privacypolicy/](http://www.acot.vic.edu.au/privacypolicy/)

## Enrolment Acceptance Declaration

In signing this enrolment acceptance agreement, the student declares the following:

- That the information provided by me in the application, including the Unique Student Identifier (USI), 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](http://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 have read and understood the Complaints and Appeals policy and procedure
- 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 in my payment plan. I agree to have fees debited via EZIDEBIT if taking advantage of a payment plan.

<b>Number:</b>	VCID.SMS.02
<b>Version:</b>	V3
<b>Date of Issue:</b>	MAR 2023
<b>Student Category:</b>	INT

- 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

### Enrolment Acceptance Declaration (continued)

- 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 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

- 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.

**Please ensure that you retain a copy of this agreement for your records**

***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.***

#### DISCLAIMER

I have read, acknowledge and accept the terms and conditions described in the above Privacy statement. I also acknowledge that ACOT reserves the right to cancel my enrolment in case of any misrepresentation of data and/ or fraudulent information submitted by me.

**Student Full Name:**

**Signature:**

**Date**

*International student as referred to in this form can include individuals on Dependant Visa, Temporary Resident or Tourist Visa with study rights*