

## MIT Domestic Student Acceptance of Offer, and Terms and Conditions of Enrolment, Fee Payment and Refund Policy

You are considered to be a Domestic Student if you are an Australian citizen, an Australian permanent resident or a humanitarian visa holder. These rules apply only to students enrolled as Domestic students. This policy does not apply to International students.

This Acceptance of Offer and the Terms and Conditions of Enrolment, Fee Payment, and Refund Policy constitutes a written agreement (“Student Agreement”) between you and Melbourne Institute of Technology (“MIT”).

It is important that you read these *Terms and Conditions of Enrolment, Fee Payment, and Refund Policy* before signing this Acceptance of Offer and completing your administrative enrolment. Once signed, you will be bound by the Student Agreement for the duration of your course, and are agreeing to pay tuition fees for every year in which you are enrolled.

Note that the tuition fees are subject to annual review. All tuition and other fees are paid in Australian dollars (\$AUD).

The Student Agreement consists of two (2) parts:

- Part 1: Acceptance of Offer – for you to complete and sign; and
- Part 2: Terms and Conditions of Enrolment, Fee Payment and Refund Policy – for you to read carefully

### Part 1. Acceptance of Offer

#### 1.1. Student Personal Details

Print your name in BLOCK CAPITALS as it appears in your official documents (such as citizenship certificate, birth certificate, passport, driver's licence etc.).

Family Name:

Given Name:

Date of Birth:

Gender:

Citizenship:

*Note: If you are a Permanent Resident, you must provide a copy of your Passport and Visa.*

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Address

Email Address:

Telephone:

Mobile:

### 1.2. Fee Payment Option

Please select the fee payment option below by ticking the appropriate box.

Enrolment is conditional on fee payment unless the student has applied for FEE- HELP.

FEE-HELP

Eligibility criteria apply. To check your eligibility, visit:  
<https://www.studyassist.gov.au/help-loans/fee-help>

Up- front payment

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### 1.3. Student Declaration

I declare that I understand and accept the following:

- I accept the offer from MIT in relation to the course and agree to pay the required tuition fees or student contribution amount when due (not applicable if CSP student where student contribution amount has been waived).
- I have read and I understand the description of the course on MIT's website.
- Tuition fees and student contribution amounts do not cover costs of text books, any Industry Internship, transportation, accommodation or living costs.
- Continuation in the course is dependent upon satisfactory academic progress, attendance, and the payment of the required tuition fees by the invoice date.
- That I have read and fully understood and agree to be bound by the "*Terms and Conditions of Enrolment, Fee Payment, and Refund Policy*" contained within this agreement
- This agreement does not remove my right to take action under Australia's consumer protection laws.

Course Title

Offer Reference No (if applicable):

Commencement Date:

Student Signature:

Date:

**OR** If you are under the age of 18 years, your parent or legal guardian must sign on your behalf

Parent/Guardian Signature:

Name of Parent/Guardian:

Contact No:

Relationship to student:

Date:

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## Part 2. Terms and Conditions of Enrolment, Fee Payment, and Refund Policy

### 2.1. General

This policy rules observe the principles outlined in the Higher Education Support Act (HESA) 2003 including FEE-HELP and HECS-HELP Assistance Scheme and Consumer Protection Laws.

- 2.1.1. A person is eligible to enroll as a student at MIT where he or she has accepted an offer into a course or unit offered by MIT and has met the criteria for admission. In addition, MIT reserves the right to accept or reject, at its discretion, any application for enrolment in a course.
- 2.1.2. MIT does not guarantee that every unit will be offered in any particular semester. Units offered in any semester are subject to change by MIT from time to time.
- 2.1.3. MIT may vary the terms and conditions of this agreement if deemed necessary to comply with any law, regulation or amendment thereof, of the Commonwealth of Australia and the State of the Location.
- 2.1.4. Upon signing the Acceptance of Offer you have accepted a place offered by MIT and a binding agreement is created between you and MIT. The agreement is governed by the laws of the Commonwealth of Australia and the State of the Location.
- 2.1.5. Upon the agreement being formed, you become subject to the rules, policies, procedures and guidelines of MIT, and you are expected to attend and participate in all scheduled classes and activities.
- 2.1.6. This agreement, and the availability of complaints handling and appeals processes, does not remove your right to take action under Australia's consumer protection laws. You are encouraged to access the MIT's complaints and appeals process in the first instance.

### 2.2. Privacy statement

- 2.2.1. We collect and use information about you (personal information) in accordance with our Privacy Policy. You acknowledge that you have read and understood our Privacy Policy located at:

<http://www.mit.edu.au/privacy>

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### 2.3. Statement of student responsibilities

Carefully read the statements below to understand your responsibilities and obligations as a student of MIT.

When you sign the Acceptance of Offer, you agree to the following statements, and you acknowledge that MIT reserves the right to cancel your enrolment if you do not adhere to the requirements in these statements.

#### Enrolment

- 2.3.1. You assume responsibility for the choices you make in relation to your academic program.
- 2.3.2. The information you have provided at enrolment is true and correct and you are responsible for correcting any errors made during the enrolment process.
- 2.3.3. You must comply with any directions given to me by MIT regarding unit selection eligibility and academic progress.
- 2.3.4. You have read the official course handbook and related unit guides for the course into which you are enrolling to ensure that you are eligible to enroll and you can maintain the appropriate study load
- 2.3.5. You will maintain a valid enrolment and comply with:
- MIT's rules, policies and procedures as amended from time to time;
  - the published requirements relating to your course;
  - the approved fees and charges; and
  - MIT's information technology rules of use.
- 2.3.6. You acknowledge that course information has been made available to you and you confirm that the course and its structure, delivery, and assessment are appropriate for you.
- 2.3.7. You acknowledge that MIT reserves the right to cancel or amend your enrolment if you do not adhere to the requirements listed in this statement of student responsibilities.

#### Communication

- 2.3.8. You acknowledge that official communications from the MIT may be sent to you via your MIT student email account, or via announcements on the MIT's website, or by post to your current mailing address, or by SMS, EDM, Facebook or AMS.

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- 2.3.9. You must log in to your MIT student email account at least twice a week, even during non-teaching periods and read important announcements.
- 2.3.10. You must use your MIT student email account for all official email correspondence with MIT.
- 2.3.11. MIT will not extend or vary a deadline on the basis that you did not receive or read information sent to you via your MIT student email account or current mailing address.
- 2.3.12. You must keep your personal information, such as contact details (including emergency contact details), up-to-date for the duration of your enrolment and during periods of approved leave. You must notify MIT in writing within 7 days of any change of your residential address, mobile phone number and/or private email address.
- 2.3.13. You acknowledge that upon completion of your course you will lose access to your MIT student email and MIT's systems and facilities.
- 2.3.14. In the event of circumstances requiring urgent medical care and where it is not possible to contact emergency contact person, you authorise MIT as a matter of urgency to seek and provide appropriate medical care.
- 2.3.15. You have read and understand and will comply with MIT's Policies and Procedures published online at [www.mit.edu.au](http://www.mit.edu.au)
- 2.3.16. You must pay any fees and charges from MIT arising from your enrolment and academic activity by the due date as detailed on your MIT tax invoice (not applicable to FEE-HELP students).
- 2.3.17. You acknowledge that if you fail to pay all your fees and charges by the due date on the tax invoice then you will be deemed to be an MIT debtor and you will not be permitted to enroll, obtain a transcript of academic results, or receive an award until the debt is cleared, and that your enrolment may also be cancelled.
- 2.3.18. If you are an FEE-HELP or HECS-HELP student, you must be aware of your HELP balance prior to enrolling and throughout your enrolment at MIT and ensure that you have enough balance to pay your MIT tuition fees or student contribution amount.

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## 2.4. Fee Payment

- 2.4.1. Fees must be paid in advance. Commencing students must pay at the time of signing the Acceptance of Offer. Continuing students must pay by the due date specified in the Fee Statement (Not applicable to FEE-HELP or HECS-HELP students). The due date will also be mentioned in the academic calendar for each Teaching Period which is published on the MIT website.
- 2.4.2. Late enrolment: If you enrol after the start of the course, you are expected to finalise payment upon enrolment. A late enrolment fee may apply to all enrolments after the published deadline.
- 2.4.3. Fees and charges are current as at the time of publication but may be changed by MIT from time to time without prior notice.
- 2.4.4. Calculation of Tuition fees and Student Contribution Amounts

Tuition fees are calculated on your enrolment in a specific course on the basis of course loads. Course loads for students are determined by the unit weightings (EFTSL) as determined by the Institute. Fast tracking your course completion does not reduce the tuition fee amount. Information on tuition fees is provided in the offer notice and the tuition fee schedule.

Student contribution amounts are calculated by units of study. Each unit is classified in a student contribution band, depending on its study area. Each band has a maximum student contribution amount set by the Government each year. The student contribution is calculated based on the band and load of each individual unit. For further information on calculating the student contribution amount see: <https://www.mit.edu.au/study-with-us/tuition-fees/commonwealth-supported-place>

- 2.4.5. FEE-HELP and HECS-HELP students will still incur HELP liability if they withdraw from studies after the MIT census date. Refer to the student handbook for MIT published census dates.
- 2.4.6. Fees Payable
- 2.4.6.1. Tuition Fees and Student Contribution Amounts

Tuition fees are charged according to the classification of the course or unit you are enrolled in (Undergraduate, Postgraduate and Diploma courses). Fees for each trimester of the program are payable by the Payment Due Date which is shown on your fee statement.

Fees are reviewed annually and will increase without prior notice. See the

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current tuition fee schedule.

Student contributions amounts are payable by Commonwealth Supported Place (CSP) students for the units enrolled.

2.4.6.2. Repeat unit/s

If you fail a unit or more and are required to repeat a unit/s you will be charged the full cost to re-enrol in the course, based on the units of credit for that course at the time it is repeated or alternative unit of study that you undertake.

2.4.6.3. If you have a credit balance, it will be retained by us and at the appropriate time, applied towards tuition fees due and payable for a subsequent Study Period, unless you have applied for a refund of the credit balance.

2.4.6.4. The Institute course tuition fees for each Teaching Period for the course for the Location, and an estimate of total course-related fees are published on the MIT website. The estimate of total course-related fees is based on tuition fees applicable at the time of publication.

2.4.6.5. If you withdraw from your course, you will be required to re-apply for entry into the course and will be required to pay any revised tuition fees or student contribution amount published on the MIT website at the time of re-applying.

**2.5. Payment methods.**

You may pay by providing us with a bank cheque payable to Melbourne Institute of Technology or by using any method described on our website [www.mit.edu.au](http://www.mit.edu.au).

**2.6. Non-Payment of Fees.** If you have an outstanding debt, you will have a Denial of Services block placed on your student account which will prevent you from accessing the following services:

- Access to buildings and computer labs
- Official transcripts or any other official documentation issued by the Institute
- Re-Enrolment or Graduation (whichever is applicable)
- Access to Library Services
- Examination Results

If you do not pay your fees by the published Payment Due Date, you may have your enrolment cancelled. However, you will still be financially liable for your enrolment, unless you drop your courses on or before the relevant census date.

If fees remain unpaid, MIT will forward your matter to our commercial debt collection agency, without further notice to you.

If that occurs, you will not only be liable for the amount of your outstanding fee debt, but

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you will also be liable for any fees, costs and other amounts charged by the collection agency to MIT, in the process of recovering the debt. This will include any legal costs incurred.

## **2.7. Refund Policy – FEE-HELP, HECS-HELP and Upfront fee paying students**

All refund requests shall be dealt with in accordance with this Refund Policy. If you are enrolled (either as a new commencing student or continuing student) and you subsequently discontinue your course on or before the relevant census date of related Teaching Period, all tuition fees paid will be refunded.

The course commencement date will be taken as the original course commencement date as shown on this Student Agreement in the event if, you defer and subsequently cancel your enrolment, your refund eligibility will be based on the original commencement date. Upfront fee paying students

### **2.7.1.1. Refund of fees – new students**

If you are enrolled (either as a new commencing student or continuing student) and you subsequently discontinue your course on or before the relevant census date of related Teaching Period, all tuition fees paid or any student contribution amounts paid upfront (applicable for CSP students) will be refunded.

### **2.7.1.2. Refund of fees continuing students**

If you are re-enrolling student and you withdraw your studies on or before the census date of related teaching period, you will receive a full refund of the fees you paid.

If you are re-enrolling student and you withdraw from one or more units prior to the census date of related teaching period, you will receive a full refund or equivalent fee will be credited to next trimester.

If you are re-enrolling student and withdraw from one unit or more or course after census date has already passed for the related Teaching Period, will not be eligible for a refund.

### **2.7.1.3. Provider default**

If the course does not start on the commencement date as stated in this Agreement due to a fault of MIT, then MIT shall either:

- provide you with a full refund of the tuition fees paid or the student contribution amounts paid upfront (applicable for CSP students); or
- arrange for you to be offered a place in an alternative comparable course (at no additional cost to you) and you accept that offer in writing.

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If the course ceases to be provided to you after it starts but before it is completed due to a fault of MIT, then MIT shall either:

- provide you with a refund of the Unspent Tuition Fees paid; or
- arrange for you to be offered a place in an alternative comparable course (at no additional cost to you) and you accept that offer in writing.

2.7.1.4. Any approved refund will be paid in Australian dollar currency to the person/s who has entered into this Student Agreement unless another person has been nominated as the recipient as per the Refund Request Form.

## 2.7.2. FEE-HELP and HECS-HELP student refund

If you are an FEE-HELP or HECS-HELP student and withdraw from your study at MIT on or before the relevant MIT census date of related Teaching Period, you will not incur an HELP debt for the units from which you have withdrawn.

If you withdraw from your studies after the relevant MIT census date of related Teaching Period you will incur an HELP debt for your enrolment in that period unless the special circumstances as set out in clause 2.7.2.1 applies. Detail information on refund policy for students with Fee-Help or HECS-HELP see:

- **The Schedule: Review of HELP Debt sets out the process for a student to request a remission of a HELP debt (attached);**
- <http://studyassist.gov.au/sites/studyassist/help-paying-my-fees/fee-help/pages/fee-help->

### 2.7.2.1. Special circumstances

Where you have withdrawn from a unit after the relevant MIT census date, MIT can only re-credit the FEE-HELP or HECS-HELP debt if we are satisfied that special circumstances apply. Special circumstances are defined under the *Higher Education Support Act 2003* as circumstances that:

- i. are beyond your control;
- ii. did not make their full impact on you until on or after the census date; and
- iii. made it impracticable for you to complete the requirements of the unit in the Study Period you were to undertake the unit in.

An application for special circumstances must be submitted on the appropriate application form and must be accompanied by supporting documentary evidence.

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## 2.8. No refunds

In all other circumstances, you will not be entitled to any refund of the tuition fees paid. For the avoidance of doubt, this includes but is not limited to:

- a) If you withdraw from the course after the census date (irrespective of whether or not special circumstances apply); or
- b) If your enrolment has been suspended or cancelled, including by reasons of non-payment of tuition fees, general misconduct, or unsatisfactory academic progress.

## 2.9. Refund Application by up-front payment students

- a) We will not process any refund request unless it complies with the requirements set out in this clause.
- b) Refund requests must be made in writing by completing the Refund Application Form, setting out the reasons for the request and signed by you and accompanied by supporting documentary evidence (if applicable).
- c) Refund requests can be submitted in person or by mail.
- d) Where a refund is provided for a provider default under 2.7.1.3, the refund will be paid to you within 2 weeks of the Default Day. In all other cases, where you are eligible, MIT will provide the refund within 4 weeks of receiving a compliant refund request.
  - In circumstances where a course does not start on the agreed starting date, or in which the Institute ceases the course after it has commenced and before it is completed, or where the course is not provided fully to the student because the Institute has a sanction imposed by a government regulator, the refund of fees will be paid in full to the student within 2 weeks.
  - In any other circumstance, the Institute will refund the fees within 4 weeks after receiving the completed and signed Refunds Application Form.

**2.10.** If you are dissatisfied with our decision on your refund request, you may access the Student Complaints and Grievances Policy and Procedure to seek a resolution.

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## Disclaimer

Melbourne Institute of Technology (MIT) makes every attempt to ensure that all information relating to tuition fees is correct at the time of publication. However, the Institute reserves the right to amend any information without notice in response to changing circumstances or for any other reason.

Students wishing to enrol in MIT courses should note that specific arrangements for programs (including, for example, staff allocation, trimesters in which courses are held) as stated in MIT publications, are an expression of intent only and are not to be taken as a firm offer or undertaking. Students wishing to take particular elective units should ensure that these will be available prior to accepting their offer. Where oral representations are made by MIT employees, representatives or agents that are inconsistent with written Institute's publications, the written publications will apply.

This fee policy does not remove the right to take further action under Australia's consumer protection laws.

## Definitions:

In this agreement, the following terms have the following meaning:

**Default Day** means the commencement date of the course or the day in which the course ceases to be provided, as the context requires.

**Location** means the campus at which we are registered to provide the course.

**Study Period** means a trimester.

**Unspent Tuition Fees** means the portion of tuition fees paid for which you have not yet received tuition.

**Refund Applicant Form** means the Refund Application Form published on the MIT website.

**Refund policy** includes the Schedule: Review of HELP Debt (attached).

***Amended by the Policy Committee (PC) to include Commonwealth Supported Places (CSP) information on 25.1.2021***

***Minor amendments to align the document with updated Admissions Policy by the Policy Committee (PC) to include Commonwealth Supported Places (CSP) information on 15.02.2021***

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## Schedule: Review of HELP Debt

### 1. Purpose

To establish:

- a process for a student to request a remission of a FEE-HELP or HECS-HELP debt; and
- a review process for students against decisions made by the Institute in relation to the student's FEE-HELP or HECS-HELP balance or debt,

in compliance with all legislative and regulatory requirements under the *Higher Education Support Act 2003 ("HESA")* and the *Higher Education Provider Guidelines 2012* or equivalent.

### 2. Scope

This policy and procedure applies to students who are the recipients of FEE-HELP or HECS-HELP assistance under HESA and Institute staff.

### 3. Definitions

Term	Definition
<b>census date</b>	is the last day a student can submit a <i>Request for Commonwealth assistance</i> form (to access a Commonwealth supported place or a HELP loan) or withdraw their enrolment without incurring the fees or a HELP debt as set by the Institute.
<b>Group General Manager</b>	is the person holding the position of Group General Manager as appointed by the Institute.
<b>FEE-HELP</b>	is assistance to meet a student's liability to pay tuition fees for units of study that are not Commonwealth supported and paid to the Institute to discharge the student's liability to pay his or her tuition fees.
<b>HECS-HELP</b>	is assistance to meet a student's liability to pay the student contribution amounts for units of study that are Commonwealth supported and paid to the Institute to discharge the student's liability to pay his or her tuition fees.
<b>original decision</b>	the person making the decision following a request of a FEE-HELP or HECS-HELP debt remission, who will normally be the Manager Student Administration and Experience or nominee.
<b>reviewer</b>	is the Group General Manager or nominee, except where he/she was responsible for (or involved in) the making of the original decision; or if the position of Group General Manager or nominee is not senior to

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Term	Definition
	the position of the person involved in making the decision, in which case the reviewer will be the Chief Executive Officer.
<b>special circumstances</b>	<p>are circumstances which-</p> <ul style="list-style-type: none"> <li>a) are beyond the student’s control and must be unusual, uncommon or abnormal;</li> <li>b) do not make their full impact on the student until on or after the census date for the unit of study; and</li> <li>c) make it impracticable for the student to complete the requirements for the unit during the period during which the student undertook, or was to undertake, the unit due to circumstances such as: <ul style="list-style-type: none"> <li>• medical eg. where a student’s changed medical condition makes them unable to continue studying;</li> <li>• family/personal eg. death or severe medical or financial problems within a family that makes it unreasonable to expect the student to continue studying;</li> <li>• employment eg. where a student’s employment status or arrangements have changed making it impossible to continue studying and this is beyond the student’s control; or</li> <li>• course related circumstances eg. where the Institute has changed the unit and the student is disadvantaged by not being able to complete the unit or is not being given credit towards other units or the course,</li> </ul> </li> </ul> <p>and are further outlined in the <i>Administrative Guidelines to HESA</i>.</p>
<b>student</b>	is a person enrolled in a course of study or unit of study with the Institute.

#### 4. Policy Statement

4.1 A student may only have their HELP debt cancelled, or their balance re-credited, under particular circumstances. If a student did not successfully complete the requirements of a unit, or withdrew from a unit after the census date due to serious illness or because of other 'special circumstances', the student may apply to the Institute to have their HELP debt cancelled (and their FEE HELP or HECS-HELP balance re-credited if applicable). A student who has successfully completed the unit or withdraws from the unit after the census date because the student changed his/her mind is not eligible to apply to have the debt cancelled under special circumstances.

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- 4.2 A student may apply in writing and within 12 months of the student's census date for remission of a FEE HELP or HECS-HELP debt under clause 4.1; and/or a review of a decision that special circumstances do not apply. The Institute may extend the time for applying for a review of a decision if the reviewer is satisfied that it was not possible for the student to apply for the review within the 12 months.

## 5. Procedure

- 5.1 For a student to demonstrate that special circumstances apply the student must provide independent supporting evidence that the circumstances:
- were beyond his/her control; and
  - did not make their full impact on the student until on or after the census date(s) of the unit(s) in question; and
  - were such that they made it impracticable for the student to complete the requirements for the unit(s).
- 5.2 The Institute will assess the student's application for remission and/or request for review of the decision in accordance with the requirements of HESA and its associated guidelines.
- 5.3 The Institute must acknowledge receipt of an application for remission and/or a review of a reviewable decision in writing.
- 5.4.1 The original decision maker will consider the application for remission and notify the student of the making of a decision within 20 days of receipt of the application, including the reasons for the decision.
- 5.4.2 The reviewer may reconsider the original decision if the reviewer is satisfied that there is sufficient reason to do so. After reconsidering the decision, the reviewer must:
- confirm the decision; or
  - vary the decision; or
  - set the decision aside and substitute a new decision.
- 5.5 The reviewer's decision to confirm, vary or set aside the decision takes effect on the day specified in the decision on review; or if a day is not specified, on the day on which the decision on review was made.
- 5.6 The reviewer must give written notice of the decision on review to the applicant. The notice must be given within 20 days after the decision is made; and must contain a statement of the reasons for the reviewer's decision on review.
- 5.7 The reviewer must inform applicants of their right to apply to the Administrative Appeals Tribunal for a review of the reviewable decision that has been confirmed,

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varied or set aside under section 209-5 or 209-10 of HESA and this policy and procedure, and provide the contact details of the closest Administrative Appeals Registry and the approximate costs of lodging an appeal with the Administrative Appeals Tribunal.

- 5.8 A student dissatisfied by the result of the review may apply to: the Administrative Appeals Tribunal (AAT) within 28 days of receiving a final decision for an external review. See [www.aat.gov.au](http://www.aat.gov.au)
- 5.9 Where the review is successful the Institute will submit a 'revisions file' to the Department of Education and Training to trigger the cancellation of the student's debt. It may take up to six months for the cancellation to transmit to the student's tax information with the ATO.

## 6. Responsibilities

- 6.1 The Group General Manager or delegate is responsible for the maintenance of this policy, the recording of all decisions made under this policy and the reporting where required to the Department of Education and Training.
- 6.2 Confidentiality will be strictly observed by all staff.

## 7. Implementation and communication

This procedure will be implemented and communicated through the Institute via:

- Announcement on the Institute's website;
- Internal circulation to staff;
- Staff professional development.

## Supporting documents and References

*Higher Education Support Act 2003*  
*Higher Education Provider Guidelines 2012*  
*Student Loan Sustainability Bill 2018*  
*Administrative Appeals Tribunal Act*

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