



Terms and Conditions of Enrolment, Fee Payment and Refund Policy

1 OUR TERMS AND REGULATIONS

- 1.1 Melbourne Institute of Technology (ABN 20 072 324 755) (“us” or “we”) is required by law to have a written agreement with you (“**Student Agreement**”) governing in relation to your study with us. These Terms and Conditions of Enrolment, Fee payment and Refund Policy, as well as the Letter of Offer and the International Student Offer Acceptance Form (“**Terms**”), together constitute your Student Agreement.
- 1.2 The Student Agreement is made if you accept the offer set out in our Letter of Offer, and once any conditions precedent set out in the Letter of Offer have been satisfied. By accepting the offer, you agree to be bound by these Terms and to comply with our Regulations for the duration of your course, unless otherwise agreed in accordance with this clause.
- 1.3 The Terms and/or Regulations may be amended from time to time and/or new Regulations may be introduced.
- 1.4 New and/or amended Terms and/or Regulations supersede the former ones, but will not affect rights and entitlements that have already accrued.
- 1.5 You acknowledge that it is for the mutual benefit of you and us, and is reasonably necessary for us to protect our legitimate commercial interests, for new and/or amended Terms and/or Regulations to be introduced from time to time to:
- 1.5.1 ensure that consistent Terms and Regulations apply to you and to other students (irrespective of when you commenced study with us); and
 - 1.5.2 reflect changes in laws, practices or other circumstances.

2 ENROLMENT AND STUDY

- 2.1 You become an accepted student upon confirmation of your enrolment. We may refuse to confirm your enrolment at our discretion.
- 2.2 You must enrol in and start a course for which you are an accepted student at the location by the starting date, and you must complete the course within the expected duration of study (subject to clause 2.5). The length of each study period for the course is set out in the Letter of Offer.
- 2.3 You must enrol and maintain your enrolment in the course on a full time basis and undertake a suitable course load in each study period until you complete your course (subject to clause 2.5). For ELICOS courses, full time means at least 22.5 scheduled contact hours per week of face to face classes of English language instruction. Otherwise, it usually means 4 units per study period.
- 2.4 We may determine from time to time whether or not to approve your enrolment or course load, any change to your enrolment or course load or any change to the expected duration of study.
- 2.5 You may request a deferral or suspension of your studies due to compassionate or compelling circumstances in accordance with our Regulations. We will determine whether to grant the request in accordance with our Regulations.



3 YOUR OBLIGATIONS

- 3.1** You must do the following while you undertake or continue the course:
- 3.1.1 hold and comply with the conditions of your student visa;
 - 3.1.2 be covered by Overseas Student Health Cover (OSHC) unless an exemption applies.
 - 3.1.3 notify us of
 - a. of your residential address in Australia within 7 days of arrival in Australia in writing;
 - b. your mobile phone number (if any), email address and any other details we require from time to time; and
 - c. these details in writing at least once every 6 months for the duration of your course
 - d. any change in your residential address within 7 days of the change in writing; and
 - e. maintain adequate arrangements for the education of any school age dependants that accompany you to Australia for more than 3 months (if applicable). You will incur school fees if any dependant is enrolled in a school.

4 PRIVACY – USE AND DISCLOSURE OF PERSONAL INFORMATION

- 4.1** We will 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](http://www.mit.edu.au/privacy)
- 4.2** Personal information is collected on this form, during and throughout your enrolment in order to meet our obligations under the ESOS Act and the National Code; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. Your personal information may be disclosed, in certain circumstances, to the Australian Government and designated authorities, such as the Secretary of the Department of Education and Training. The circumstances include if you do not begin a course when expected, you withdraw from the course, your studies are terminated before completion of your course or you breach a prescribed condition of your student visa. In other instances, personal information may be disclosed without your consent where authorised or required by law.
- 4.3** You must provide personal information to us on request, and notify us of changes to personal information as soon as possible.
- 4.4** We may disclose personal information to overseas recipients, such as education agents based overseas. In providing us with your personal information, you acknowledge and agree:
- 4.4.1 we may disclose personal information to overseas recipients;
 - 4.4.2 if we disclose personal information to overseas recipients, Australian Privacy Principle 8.1 requires us to take reasonable steps to ensure that



- the overseas recipient does not breach the Australian Privacy Principles, unless we inform you otherwise and you have consented to the disclosure;
- 4.4.3 we have informed you that in disclosing personal information to overseas recipients, we do not take steps to ensure that the overseas recipient will not breach the Australian Privacy Principles; and
 - 4.4.4 we will not be responsible for a failure by the overseas recipient to comply with Australian privacy laws;
 - 4.4.5 Having been informed of the matters set out under clause 4.4, you consent to us disclosing personal information to overseas recipients.

5 SERVICES WE WILL PROVIDE

- 5.1 We will endeavour to provide you with the course or courses for which you are an accepted student by providing tuition in units of study in which you are validly enrolled, at the location. To that end, we will determine (and may vary) both the units we offer in any study period and the requirements for successful completion of the course. Our services will be provided in accordance with the law and the Student Agreement.
- 5.2 We will endeavour to:
 - 5.2.1 assist you to adjust to study and life in Australia by offering a culturally appropriate orientation programme;
 - 5.2.2 offer services designed to assist you to meet course progression requirements;
 - 5.2.3 offer access to welfare related support services at no additional cost to you;
 - 5.2.4 maintain a written critical incident policy and procedure to be applied in the event of a critical incident;
 - 5.2.5 designate one or more staff members as student contact officers (who will be your official point of contact with us);
 - 5.2.6 maintain sufficient personnel to provide student support services; and
 - 5.2.7 ensure that staff members who interact with you are aware of our obligations as a registered provider under the law.
- 5.3 You agree to seek assistance from our teachers, counsellors and other support staff as soon as you experience difficulties with any aspect of your course or student experience, and to attend relevant support and and/or counselling sessions on request.
- 5.4 If you are under 18 years of age when you lodge your application for a visa you must show that you have adequate welfare arrangements in place. If we take responsibility under the Migration Regulations 1994 (Cth) for approving your accommodation, support and general welfare arrangements, we will be responsible for approving those arrangements during the period we nominate pursuant to the Migration Regulations. Even if we terminate, suspend or cancel your enrolment, we will remain responsible until:
 - 5.4.1 another registered provider takes over this responsibility;
 - 5.4.2 you leave Australia;



- 5.4.3 other arrangements are made that satisfy the Migration Regulations; or
- 5.4.4 we report pursuant to the National Code that we can no longer approve of the arrangements for you.
- 5.5 We will process, determine and notify you of any determination we made about any request to transfer to another provider in accordance with our student transfer policy and procedure.

6 PAYMENT

What you must pay

- 6.1 You must pay all of our invoices on time (including the payment required by the Letter of Offer), whether or not you are an accepted student at the time payment is due.
- 6.2 If you fail a unit, full tuition fees will be payable for any repeated or alternative unit of study that you undertake.
- 6.3 If you enrol in more or less units than the normal course load in a study period, the tuition fees payable in respect of that study period will be varied on a pro-rata basis according to your course load.
- 6.4 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.
- 6.5 Our Letter of Offer sets out the tuition fees for each study period for the course for the location, and an estimate of total course-related fees. Our estimate of total course-related fees is based on tuition fees applicable at the date of the Letter of Offer and assumes satisfactory course progress, which you may or may not achieve. You acknowledge and agree that our estimate is reasonable.
- 6.6 Subject to clause 6.7, your tuition fees will not change once you have commenced and stayed enrolled in the course.
- 6.7 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 listed in the new Letter of Offer.

How to pay us

- 6.8 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).

Authority to apply money for your benefit

- 6.9 You authorise us to spend money you have paid us to facilitate compliance with obligations that may arise under your visa or immigration laws, particularly in respect of your health, safety and general welfare. You acknowledge that we may not be able to recover or offset expenditure made for your particular benefit.

Extra services and fees

- 6.10 You are required to purchase textbooks for the units that you are studying. An estimate of between \$75 – 175 per unit needs to be budgeted for.
- 6.11 If you require a pick up from the airport then you will need to pay an airport pick up fee. This service needs to be booked and paid for before arrival and the fee for this



service will be the fee current at the time of booking.

- 6.12** If you require MIT to find you accommodation you will need to pay accommodation placement fee. This service needs to be booked and paid for before arrival and the fee for this service will be the fee current at the time of booking.
- 6.13** If you require Homestay accommodation you will need to pay a Homestay accommodation fee. This service needs to be booked and paid for before arrival and the fee for this service will be the fee current at the time of booking.

Late payment penalty

- 6.14** If you do not pay your tuition fees by the due date shown on your invoice, you will be charged a late payment penalty of \$150, which must be paid at the same time as your outstanding tuition fees.
- 6.15** If you fail to pay your outstanding tuition fees and any penalty, your enrolment may be cancelled. You will also remain liable for the outstanding debt.

7 REFUNDS – GENERAL TERMS AND CONDITIONS

- 7.1** We will pay refunds as required by law or these Terms. The law prevails over these Terms to the extent of inconsistency (if any).
- 7.2** We will suffer financial loss if you fail to start a course you have agreed to commence or if, before you have completed it, you cease to study it or our relationship is terminated. Our refund terms compensate us for loss. You agree that our terms are fair and reasonably necessary for us to protect our legitimate interests.
- 7.3** We will process any refund claim that complies with the requirements of this clause 7, but will not process refund claims that do not comply. A refund claim must:
- 7.3.1** be in a prescribed form (if any) available on our website, signed by you and or a person authorised to sign on your behalf) and fully describe your claim (including all relevant supporting documents); and
 - 7.3.2** be lodged with us by email, or alternatively by lodging a hard copy at the location.
- 7.4** We receive a refund claim on the date on which we receive a compliant refund claim.
- 7.5** If you accept a package offer consisting of an ELICOS course leading to a principal course and you withdraw from both courses, each course is to be considered a separate course when applying the refund provisions of these Terms.
- 7.6** If you accept a package offer consisting of a non-ELICOS course leading to a principal course (e.g. Diploma of Business leading to Bachelor of Business), the courses are to be considered as one combined course when applying the refund provisions of these Terms.
- 7.7** Despite anything to the contrary in these Terms, the clauses of these Terms in relation to refunds continue to apply to us even if we cease to be a registered provider.

8 REFUNDS – PROVIDER DEFAULT



- 8.1** A provider default occurs in relation to you at a location if a course does not start at that location on the starting date or ceases to be provided to you at that location at any time after it starts but before it is completed. It occurs even if we are prevented from providing a course at a location because a sanction has been imposed on us under Part 6 of the ESOS Act.
- 8.2** A provider default does not occur in relation to you at a location if
- 8.2.1 you withdraw from the course before the default day; or
 - 8.2.2 we refuse to provide the course to you at the location because of one or more of the following:
 - a. you have not paid an amount due to us;
 - b. you have breached a condition of your student visa; or
 - c. you have misbehaved.
- 8.3** If a provider default occurs in relation to you at a location, we discharge our obligations to you under the ESOS Act if one of the following occurs within 14 days of the default day:
- 8.3.1 we arrange for you to be offered a place in an alternative course at our cost, and you accept the offer in writing; or
 - 8.3.2 we refund you any unspent tuition fees calculated in accordance with the following formula:
refund amount = weekly tuition fee x weeks in default period
- 8.4** If we do not discharge our obligations under the ESOS Act to you, or are unlikely to be able to do so within the time specified in clause 8.3, the TPS Director must provide you, in writing, with options for suitable alternative courses (if any such courses are available).

9 REFUNDS - STUDENT DEFAULT

Student Visa refusal

- 9.1** If you have been refused a student visa and that was a reason for you failing to commence a course at the location, withdrawing from a course at the location or for you failing to pay any amount for which you are liable under the Student Agreement (and for us refusing to provide or continue providing the course to you as a result), we will provide a refund as follows:
- 9.1.1 If you have not started a course or if you withdraw from a course on or before the starting date due to visa refusal, we will provide a refund of any prepaid course fees, minus the lesser of the following amounts
 - a. 5% of the course fees received; or
 - b. the sum of \$500.
 - 9.1.2 If you have already commenced a course and then your visa is refused, we will provide a refund of any unspent tuition fees calculated in accordance with the following formula:



refund amount = weekly tuition fee x weeks in default period

Further, in this situation, you will not be entitled to a refund on the non-tuition fees paid (if any).

Failure to commence course

- 9.2** If you do not start a course at the location, and do not provide us with prior written notice of withdrawal (“withdrawal notice”), we will not refund any of the Deposit received.
- 9.3** If you do not start a course at the location but you provide us with a withdrawal notice:
- 9.3.1** between 4 weeks and one day prior to the starting date, we will refund 25% of the Deposit received;
 - 9.3.2** you provide a withdrawal notice more than 4 weeks prior to the starting date, we will refund 50% of the Deposit received.
- 9.4** Despite clauses 9.2 and 9.3, if you do not start a course at the location but you:
- 9.4.1** provide us with a withdrawal notice and proof that you either obtained Australian citizenship or permanent residency between the date of the International Student Offer Acceptance Form and your enrolment in the course; and
 - 9.4.2** apply and be accepted for a local student place in one of our course (subject to the same selection criteria applicable to these applicants),
- we will refund or credit you the unspent tuition fees received. To the extent that you are otherwise liable to pay us any amount as a local student in relation to the course we will apply the credit or refund entitlement against the amount you are otherwise liable to pay us.
- 9.5** If we notify you prior to the starting date that we will not provide a course to you because we have received incorrect, incomplete or misleading information about you, we will refund 50% of the Deposit received.

Failure to complete course

- 9.6** Subject to clause 9.8, if you withdraw from any course after the starting date for that course, we will not refund any tuition fees received in respect of the study period in which you withdraw (even if you withdraw because you have obtained Australian citizenship or permanent residency). We will refund unspent tuition fees received in respect of any subsequent study period.
- 9.7** Subject to clause 9.8, if we refuse to continue to provide a course to you because:
- 9.7.1** you have failed to meet progression requirements, we will not refund any tuition fees received in respect of the study period in which that failure occurs. We will refund unspent tuition fees received in respect of any subsequent study period;
 - 9.7.2** you have breached any other obligations we will not refund any tuition fees received in respect of the study period in which that failure occurs. We will refund unspent tuition fees received in respect of any subsequent study



period. For the avoidance of doubt, this applies if your visa is cancelled as a result of you breaching visa conditions.

- 9.8** This clause 9.8 applies only if the Deposit received includes tuition fees for at least two study periods. If you withdraw from any course after the starting date for that course but before the second study period, or if we refuse to continue to provide a course to you before the second study period because your visa is cancelled as a result of you breaching visa conditions, then we will refund 25% of the Deposit received.
- 9.9** If you have undertaken an ELICOS course and we do not permit you to commence your principal course because you have not demonstrated the required level of English language proficiency, we will refund all unspent tuition fees received in respect of your principal course.
- 9.10** For the avoidance of doubt, clauses 9.2 to 9.9 only apply where clause 8 or clause 9.1 do not apply.

Fraud

- 9.11** If you provide us with any fraudulent or forged documentation, we will not refund any Deposit received or any unspent tuition fees received.

10 REFUND PAYMENTS

- 10.1** We must pay any refund:
- 10.1.1 within 14 days after the default day for refund claims under clause 8;
 - 10.1.2 within 4 weeks after the default day for refund claims under clause 9.1 ; or
 - 10.1.3 within 4 weeks after we receive a compliant refund claim, in all other cases.
- 10.2** We satisfy our obligation to “pay” a refund when we initiate an electronic funds transfer, send a bank draft or otherwise dispatch payment.
- 10.3** We will generally pay a refund in Australian dollars. If banking arrangements require it, we will pay a refund in a foreign currency. Where we pay a refund in a foreign currency, the amount we are obliged to pay is the amount of foreign currency we obtain after converting the Australian dollar amount of the refund into that foreign currency.
- 10.4** We are not liable for any costs, expenses or losses that you may incur after we pay a refund, including (without limitation) in connection with fees or charges imposed by any financial institution(s), currency conversion or exchange rate fluctuations.
- 10.5** We are only obliged to refund money that we have received as cleared funds. We may deduct or set-off any amount you owe us against any amount we owe you.
- 10.6** We will pay any refund to the account or person you nominate in your refund claim. You accept that payment is made to you as and when we pay the refund to the nominated account or person and you surrender any right to be paid in any other way.

Other circumstances

- 10.7** We may choose to pay a refund even if we are not required to do so if there are



exceptional circumstances beyond your control and you provide us with verifiable documentary evidence to support your case. Where a refund is provided under clause 10.7 the amount of refund will be at our sole discretion.

- 10.8** If we refuse to issue you a COE before the starting date of that course, we will provide a refund of any prepaid course fees, minus the processing charge.
- 10.9** If we have issued you a COE and you withdraw from the course because a decision has not been made on your student visa application to enable you to commence the course on the starting date for that course, then we will provide a refund of any prepaid course fees minus the processing charge.

11 COMPLAINTS AND APPEALS

- 11.1** You may contest any decision we make under these Terms in accordance with our grievance procedures. You agree to use and exhaust our grievance procedures before starting any other form of dispute resolution (eg. litigation).

12 TERMINATION (INCLUDING FOR BREACH)

- 12.1** We will provide a written notice to you if:
- 12.1.1 a provider default occurs in relation to you at a location, or if you default in relation to a course we provide at a location;
 - 12.1.2 you breach a prescribed condition of your student visa;
 - 12.1.3 you otherwise breach the Student Agreement.
- 12.2** Our notice will inform you about your rights to access our complaints and appeals process.
- 12.3** We will accord you natural justice before we refuse to provide or continue providing a course to you on the grounds that you have breached the Student Agreement.
- 12.4** If you have breached the Student Agreement we may take any action described below or in our Regulations. If the breach is a serious breach, we may do one or more of the following:
- 12.4.1 refuse to enrol you in any unit or course;
 - 12.4.2 defer or suspend your enrolment in any unit or course; or
 - 12.4.3 refuse to provide or continue providing any course or unit to you. However we will accord you natural justice before we take any final decision to refuse to provide or continue providing any unit or course to you on the grounds of misbehaviour by you; or
 - 12.4.4 take any action described in the applicable Regulations (see Student Discipline Regulations) as a consequences of a serious breach.
- 12.5** We may also do the things described in clause 12.4 if there are compassionate or compelling circumstances.
- 12.6** The following are serious breaches by you:
- 12.6.1 failing to satisfy requirements for entry into a unit or course;
 - 12.6.2 providing information that is materially incorrect or incomplete, that is misleading or deceptive, or that is likely to mislead or deceive us;



- 12.6.3 failing to pay us any amount as and when it is due and payable;
 - 12.6.4 failure to comply with clause 3.1 or any declaration or warranty you have made; or
 - 12.6.5 otherwise seriously failing to comply with any applicable Regulations, these Terms or any other requirement of the Student Agreement.
- 12.7** To the extent permitted by law, we are not liable for any loss and damage to you that is not reasonably foreseeable.
- 12.8** Termination of the Student Agreement does not affect accrued rights.

13 ACKNOWLEDGEMENTS AND WARRANTIES

- 13.1** You warrant on an ongoing basis that:
- 13.1.1 All information and documents provided to us is accurate and correct and that you will notify us in writing upon becoming aware that any such information of document is no longer accurate and correct;
 - 13.1.2 You (or a person acting on your behalf) has legal capacity and authority to entering into binding legal arrangements with us.

14 GENERAL

- 14.1** We may provide notice in writing to you in hard copy or electronic form, and may use your last known contact details.
- 14.2** Our Student Agreement with you is governed by the laws of the Location. You submit to the exclusive jurisdiction of the courts and tribunals of the Location.

15 CONSUMER PROTECTION LAWS NOT AFFECTED

- 15.1** The Student Agreement, and the availability of complaints handling and appeals processes, does not remove your right to take action under Australian's consumer protection laws.

16 DEFINITIONS AND INTERPRETATION

- 16.1** In these Terms the following terms have the following meanings:
- Accepted student** means you in respect of any course for which we confirm your enrolment by issuing a COE, from the date on which we issue the COE.
- Australian Privacy Principles** means the privacy principles set out in Schedule 1 of the Privacy Act 1988 (Cth)
- COE** means a written confirmation of enrolment from us. The COE forms part of your written agreement with us.
- Course** means the course or courses of education which you apply to us to study, or in which you are enrolled to study with us.
- Course Fees** means the Tuition fees and Non-tuition fees.



CRICOS means the Commonwealth Register of Institutions and Courses for Overseas Students.

Default day means the starting date, the day on which the course ceases to be provided, the day on which the student withdraws from the course or the day on which we refuse to provide or continue providing the course to you, as the context requires.

Deposit means the Tuition Fees due in advance and the Processing Charge as set out in the Letter of Offer.

Expected duration of study is the duration specified in the COE or varied in accordance with these Terms. If the expected duration of a course is varied on the CRICOS register after you become an accepted student, it means the duration on the CRICOS register.

ELICOS course means an English Language Intensive Course for Overseas Students registered on CRICOS.

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) as amended and in force from time to time.

International Student Offer Acceptance Form means the document, which includes your declaration and acceptance of our offer into the specified course(s) and your acceptance of the terms and conditions of the Student Agreement

Letter of Offer means the letter, which records our offer of a place in a specified course(s).

Location means the campus at which we are registered to provide the course (as described in the Letter of Offer).

National Code means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (as amended or superseded from time to time).

Non-tuition fee means fees received by us that are not directly related to the tuition for your course.

Prescribed condition means a condition of your visa prescribed pursuant to the ESOS Act.

Principal course means the main course of study you are to undertake. If you have accepted an offer to undertake multiple courses of study, it means your final course of study.

Processing Charge means the fee for processing your application to study with us as set out in the Letter of Offer.

Regulations means any statutes, regulations, policies, procedures or guidelines that we publish on our website, however titled. They include our privacy policy, special consideration guidelines, student transfer policy, grievance procedures, student learning entitlement review procedures, deferring, suspending and cancelling enrolments policy, critical incident policy, course progression requirements, student discipline policy, exclusion policies, plagiarism policy and staffing resources policies, among others.

Starting date for a course means the scheduled starting date for a course that is specified in the Letter of Offer or, if any, a later starting date agreed between you and us.

Study period in respect of the course means the study period (or each of the study periods) set out in the Letter of Offer.



Tuition fees has the meaning set out in the ESOS Act. They do not include our Processing Charge (see Letter of Offer), the cost of transportation, books, equipment, accommodation and living costs, even if you pay us directly for these and we purchase them on your behalf.

Unit for a course means a discrete component of study approved for the course. Units may also be known as subjects or modules.

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

Visa means a “student visa” as defined by the ESOS Act.

Weekly tuition fee means the tuition fee calculated as:

$$\text{weekly tuition fee} = \left[\frac{\text{total fees for the course}}{\text{number of calendar days in the course}} \right] \times 7$$

if the fee calculated above is not a whole dollar amount, round the fee up to the nearest whole dollar

Weeks in default period means the number of weeks calculated as:

$$\text{weeks in default period} = \frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

if the number of weeks calculated above is not a whole number, round the number up to the nearest whole number

You means you or, if the context requires it, any person authorised to act on your behalf.

16.2 In these Terms:

- 16.2.1 a day excludes weekends and gazetted public holiday in the location where an event occurs or an obligation falls due. Payment obligations are taken to fall due in Melbourne, Australia;
- 16.2.2 Headings and notes in italics are not binding.