

International Student Terms and Conditions of Enrolment and Refund Conditions

This document forms part of the Student Agreement and must be signed and returned to Southbank Institute of Technology (SBIT) when accepting your Offer of Place). In accepting an Offer of Place with SBIT the student agrees to the following terms and conditions.

1. The student has read and understood the information provided about SBIT and the program/s of their choice.
2. The student agrees to comply with the SBIT Student Rules and all Institute policies relating to international students for the duration of their study.
3. The student must meet all conditions outlined in the Offer of Place, prior to the program commencement.
4. The student understands that it is their responsibility to provide SBIT with the necessary evidence required to satisfy the conditions of entry into the program/s as outlined in the Offer of Place, before the program/s begin.
5. Students who fail to satisfy the conditions outlined in the Offer of Place will not be permitted to commence their program.
6. Students are required to supply a copy of their passport and visa to International Student Administration. If requested, students must also present their original passport and visa to International Student Administration.
7. All fees detailed in the Offer of Place must be paid before the Confirmation of Enrolment (CoE) will be issued.
8. It is understood that payment of tuition fees will not be accepted by SBIT until:
 - a) A signed and dated International Student Terms and Conditions of Enrolment (including Refund Conditions) agreement is received from the student, thereby agreeing to abide by all of the conditions contained within the document.
 - b) All entry conditions stated in the Offer of Place have been satisfactorily met.
 - c) Prior confirmation from SBIT that a place is available in quota programs.
9. Special conditions for packaged programs are noted on the CoE. Entry into each program is dependent on the student successfully meeting and providing evidence of program entry requirements. CoEs for packaged programs are issued to support the student visa application process.
10. Students are required to advise SBIT of any information which may impact upon their ability to undertake the program i.e. illness, injury, disability, learning, or support needs. The fees outlined in the Offer of Place are based upon the information provided by the student in their application.
11. Each student receives 600 mb of free internet quota each semester. Additional mb can be purchased if required.
12. Students are aware of the estimated costs of their stay in Australia and understand that the financial capacity to meet such costs is their responsibility.
13. Students with school-age dependents accompanying them to Australia will be required to pay full-fees if they are enrolled in either a government or non-government school. It is the responsibility of the student to make all necessary arrangements for the enrolment of their school-age dependants.
14. **Principal Program:** A principal program is the main course of study to be undertaken by an overseas student. Where a student visa has been issued for multiple courses of study, the principal program would normally be the final course of study.

Example: Where a student has a packaged enrolment with SBIT, including an ELICOS program, a Certificate and Diploma level program, the Diploma is considered to be the principal program.
15. Students have the right to lodge a complaint against SBIT if they believe the Institute has acted in an unlawful or unethical manner. Complaints can be made to the Department of Education and Training's International Quality Unit, by emailing cricosreg@deta.qld.gov.au or telephoning (07) 3225 2442. The International Quality Unit has the power to suspend or cancel the Institute's CRICOS registration if necessary. Contacting the International Quality Unit does not prevent a student from exercising their rights to other legal remedies.
16. Students on a tourist/working holiday/spouse visa are responsible for ensuring their period of study does not exceed the Department of Immigration and Citizenship regulations. It is the student's responsibility to update their visa to a student visa if required. Some students are not able to change from a tourist/working holidays/spouse visa to a student visa when on-shore. Please direct all enquiries to the Department of Immigration and Citizenship.
17. Students who change their education agent must notify SBIT of their new education agent details.

Payment of Tuition Fees

1. Tuition fees for continuing students are due to be paid in full no later than 15 December (for classes commencing in Semester 1 of the following year) and 16 June (for classes commencing in Semester 2 of that year).
2. Failure to pay each semester's fees in full by the due date may incur a \$250 late fee AND the cancellation of a student's enrolment and subsequent reporting to the Department of Immigration and Citizenship.
3. Students understand they will not be allowed to commence or continue their program until all fees are paid in full including visa length overseas health cover (VLOSHC), late fees, administration charges and outstanding fees from previous enrolments.
4. Students understand that they are responsible for payment of associated sundry expenses including textbooks, stationery, materials fees, uniforms and other personal expenses throughout the duration of their program.
5. Students must ensure that full payment of materials fees is finalised prior to the commencement of each semester of their program.
6. Students who have paid their formal program tuition fees **in full** prior to the commencement of study, but fail to meet the English language entry requirements of their formal program will be permitted to transfer a portion of the formal program fees paid to cover the cost of additional English Language studies undertaken at SBIT.
7. Students who have paid a deposit for their formal program tuition fees but fail to meet the English language entry requirements of their formal program will not be permitted to transfer any part of the deposit paid to pay for additional English Language studies.

Program of Study

1. Students studying ELICOS programs are required to attend 20 class hours per week.
2. Students studying a formal program are required to attend the full program load of 20 class hours per week.
3. **Orientation:** Students are required to arrive at SBIT in time to attend the International Orientation and the relevant Faculty Orientation. Both orientations are held prior to program commencement.
4. If a student is unable to commence their program on the required date, approval to commence the program at a later date is at the sole discretion of the Head of School. The student must submit a written request to International Student Administration. It is the student's responsibility to maintain academic progress.
5. **Repeat Modules:** Students understand that if they fail to progress academically in their program of study they will be required to re-enrol into the failed modules. Students will be required to pay the tuition fees associated to each module re-enrolment. Current program prices apply to each module re-enrolment.
6. If a student does not achieve the award within the expected duration of study/offer period and additional module enrolment is required, students are required to enrol and pay for each module enrolment. Current program prices apply.

Program Deferral

1. ELICOS students unable to commence class on their CoE start date must advise the Institute in writing 48 hours prior to that start date. A new CoE will be issued free of charge when the new start of study date is formally advised. Each further request to defer the ELICOS start date will attract a \$150 deferral fee.
2. ELICOS tuition fees are non-refundable. If due to a deferred start date the student is unable to complete the ELICOS weeks paid for and if there are 3 or more weeks of ELICOS tuition fees available, these tuition fees will be transferred to the formal program enrolment.

Formal Program

3. Under exceptional circumstances students may apply to defer. Written applications with supporting documentation must be received 2 weeks prior to the commencement of the program/semester start date. Approval of the deferral application will be at the discretion of the relevant Head of School and will also be dependent upon a place being available in the program. An administration charge of AUD \$150 applies. If the deferral is approved Program fees will be transferred to the new program start date and will be held by the Institute for up to one year only. Deferred tuition fees are non-refundable. If a student changes to a program with lower tuition fees no refund is available.
4. If a student is approved for deferral and then withdraws from study, their tuition fees are non-refundable.

Program Change

1. After a student has accepted their Offer of Place and paid their program fees they will be allowed one program change free of charge. Any subsequent program change/s will incur an AUD \$250 administration charge for each program change. All program changes are subject to the approval of the Manager, International Sales and the relevant Head of School.

Cancellation of Student Enrolment – Attendance; Academic Progression; Non-Payment of Fees

1. Students acknowledge that SBIT must operate in accordance with the ESOS Act 2000 and the National Code 2007.
2. SBIT is required under Section 19 of the ESOS Act 2000 to advise the Department of Immigration and Citizenship (DIAC) about certain changes to a student's enrolment, and any breach by the student of a visa condition relating to unsatisfactory academic performance, attendance or non-payment of fees.
3. The student further understands and acknowledges that he or she must adhere to all SBIT policies AND meet all conditions of their visa and the following DIAC student visa conditions:
4. Maintain full-time enrolment (minimum of 20 hours per week) in their program.
5. Achieve satisfactory course progress and maintain attendance in the course as required by your education provider.
6. SBIT Academic Progression Monitoring Policy requires a minimum of 80% attendance in each semester of study.
7. Pay all program fees by the due date for each semester of study.
8. Maintain visa length overseas student health cover (VLOSHC) for the entire period of their study in Australia.
9. Advise SBIT of any change to their address or contact details (including email address) within 7 days of the change.
10. It is the expectation that students will not transfer from SBIT prior to completing the first 6 months of the principal program [Refer to "Transfer between Registered Providers Policy"]

Failure to meet any of the above conditions may result in SBIT reporting the student to Department of Immigration And Citizenship.

Refund Conditions

Program Withdrawal due to Visa Rejection

1. Where a student visa application is rejected prior to program commencement, SBIT will refund tuition fees paid less an administration charge of AUD \$150. The refund application must be supported by a copy of the visa rejection letter from DIAC.
2. If the student visa application is rejected by DIAC after program commencement, SBIT will charge pro-rata tuition fees for the period of study in addition to the administration charge of AUD \$150. The refund application must be supported by a copy of the visa rejection letter from DIAC.
3. If DIAC cancel a student's visa after program commencement SBIT will charge pro-rata tuition fees for the period studied in addition to the administration charge of AUD \$150. The refund application must be supported by a copy of the visa cancellation letter from DIAC.

Program Withdrawal due to the granting of Permanent Residency

1. International students with pending applications for permanent residency are required to pay tuition fees by the due date.
2. Students granted permanent residency after start of study must provide International Student Administration with documentary evidence of this visa change.
3. There is no refund of tuition fees available to students granted permanent residency after program/semester commencement.
4. No refund of overseas student health cover is available for students granted permanent residency.

Program Withdrawal - ELICOS Programs

1. If a student withdraws from their ELICOS program for any reason (including failure to meet program entry requirements), but excluding visa rejection:
 - a) More than 28 days before program commencement
SBIT will refund tuition fees paid, less an administration charge of 20% of tuition fees payable.
The ELICOS enrolment fee is non-refundable.
 - b) Less than 28 days before program commencement
SBIT will refund tuition fees paid less an amount equivalent to 12 weeks of ELICOS tuition. If student is enrolled for less than 12 weeks, no refund will be paid. The ELICOS enrolment fee is non-refundable.
 - c) After program commencement: SBIT will not refund tuition fees.
2. If during their ELICOS program a student successfully meets the English language entry requirements and all other conditions for entry into a SBIT formal program, the student may apply to credit the balance of ELICOS tuition fees paid to their SBIT formal program. This applies where a student has 3 or more full weeks of ELICOS study remaining and will incur an AUD \$150 administration charge.
3. SBIT will adjust the ELICOS tuition fee payable according to the actual number of ELICOS weeks studied. Written notice must be received by SBIT at least 2 weeks prior to the new ELICOS end date. Part weeks are

counted as full weeks; monies are not transferable to any other student and are otherwise non-refundable. The ELICOS enrolment fee is non-refundable.

4. The ELICOS 'free study' weeks offered to students from time to time are undertaken at the end of the ELICOS study period specified on the offer of place. ELICOS free study weeks are undertaken as study only, and are non-transferrable and non-refundable.
5. ELICOS students who do not commence class on their CoE start date and fail to advise the Institute in writing 48 hours prior to the CoE start date will forfeit the tuition fees paid for any weeks missed. The Institute will not transfer the weeks missed to later ELICOS classes or refund any ELICOS tuition fees.

Program Withdrawal - Formal Program/Package Programs

1. If a student withdraws from their formal program for any reason (including failure to meet program entry requirements), but excluding visa rejection:
 - a) More than 28 days before program commencement
If tuition fees have been paid in full SBIT will refund the semester tuition fees paid, less an administration charge of 20%.
SBIT will not refund any money paid as a deposit towards tuition fees to secure a place in the program.
Deposits are non-refundable.
 - b) Less than 28 days before program commencement
If tuition fees have been paid in full SBIT will refund the semester tuition fees paid, less an administration charge of 30%.
SBIT will not refund any money paid as a deposit towards tuition fees to secure a place in the program.
Deposits are non-refundable.
 - c) After program commencement SBIT will not refund tuition fees.
2. The above penalties apply if a student has received an offer and paid either full semester tuition fees or future deposits towards packaged programs (e.g. Certificate 3 and Diploma package).
3. If a student 'fast tracks' and completed their program in a period less than the timeframe specified in the Offer of Place, the student will not be entitled to any refund of tuition fees.
4. **Transfer Credit:** Tuition fees may be reduced or a refund issued if the student is granted sufficient Transfer Credits or Exemptions. This reduction will be credited (or refunded) to the final semester tuition fee.
5. **Deferral:** If a student has an approved deferral and then withdraws from study, the tuition fees are non-refundable.

Provider Default

In the unlikely event that SBIT is unable to deliver a student's program in full, the student will be offered a refund of all program fees paid to date. The refund will be paid within 2 weeks of the day on which the program was withdrawn. Alternatively, SBIT may offer enrolment in an alternative program at no extra cost. The student has the right to choose either a full refund of program fees or to accept a place in another program. If choosing placement in another program, the student will be required to sign a document indicating that they have accepted the new offer of place.

Any refund due to a default of SBIT as the registered provider is covered by the provisions of the Education Services of Overseas Students Act 2000 (the ESOS Act) (as amended).

Overseas Student Health Cover (OSHC)

Students who purchase OSHC through SBIT, withdraw from study to return to their home country and will not be returning to Australia may be entitled to a partial refund of OSHC. Students must formally advise SBIT of this decision in writing and provide a copy of their return home air ticket.

Payment of Refund

1. All refund requests must be submitted to International Student Administration on QF217 International Student Refund Request.
2. All international student refund requests are subject to the approval of the Institute Director and Chief Executive Officer, SBIT (or delegate).
3. In accordance with section 22-29 of the ESOS Act, refunds issued due to visa rejection by DIAC must be paid directly to the student's account.
4. Other approved refunds will be paid to the account nominated by the student.
5. If the student is under the age of 18, payment will be made to the parent/legal guardian of the student.
6. In accordance with Section 28 of the ESOS Act, SBIT will process eligible refunds within 4 weeks of receiving the complete refund application.
7. All refunds will be paid in Australian Dollars.

8. Students may appeal refund decisions by writing to the Institute Director and Chief Executive Officer, SBIT within 5 days of receiving notification.

Privacy Statement

1. Students are aware that their personal information may be shared between SBIT and the Australian Government and designated authorities as per the ESOS Act 2000 and The National code 2007. This information includes, but is not limited to, personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of student visa conditions.
2. Students agree that SBIT may use the email address supplied by the student as a point of contact for any information the Institute deems necessary.
3. Students agree that SBIT will access Visa Entitlement Verification Online (VEVO) services at any time to confirm their visa status, work and study rights.
4. Students agree that SBIT will release information pertaining to their enrolment (excluding academic records), attendance and account details to their education agent.
5. Student's personal information will not be disclosed to any other third party without their consent, unless authorised or required by law.
6. Students must complete a Student authority to release information form (QF031) to enable the release of information to third parties (education agent not included).
7. Students under the age of 18 years old will have their personal information, attendance details, progress and results disclosed to their parent/guardian upon request.

Student Declaration

1. I have read, understood and agree to abide by the SBIT International Student Terms and Conditions of Enrolment.
2. I understand that the terms and conditions of enrolment with SBIT are subject to change and agree to abide by the current version available on the SBIT website www.southbank.edu.
3. I understand that this agreement, and the availability of complaints and appeals processes, does not remove my right to take action under Australia's consumer protection laws.

Name (print):	Signature:	Date:
Student	Student	
Name (print):	Signature:	Date:
Parent/Guardian	Parent/Guardian	