



## **AUSTRALIAN PACIFIC COLLEGE CONDITIONS OF ENROLMENT**

These Conditions of Enrolment AND your Letter of Offer make up the “written agreement” referred to in standard 3 of The National Code of Practice for Registered Authorities and Providers of Education and Training to Overseas Students 2018 (“**National Code 2018**”) and which governs your enrolment at the College (“**College**”). These Conditions of Enrolment may be amended from time to time and at any time without notice. You may access the latest version at [www.apc.edu.au](http://www.apc.edu.au) (“**APC Website**”).

### **1. COLLEGE’S RESPONSIBILITY**

The College is responsible for the quality of the training and assessment and the issuance of the Australian Qualification Framework (“**AQF**”) certification documentation you receive. Once you commence your study we agree to provide your training and assessment in the timeframe set for the course.

### **2. DISCIPLINE AND BEHAVIOUR**

If you do not follow the College’s Student Code of Conduct, you may be suspended or expelled. The Student Code of Conduct covers topics such as your personal conduct, treatment of others, academic conduct and care and respect for College resources and reputation whilst a student at the College. Refer to the Student Code of Conduct on the APC Website for further information.

### **3. COURSE PROGRESS**

You must maintain satisfactory course progress. To achieve satisfactory course progress you need to achieve competency in 50% or more of your subjects/course requirements during a study period. Continuous breach of this condition will lead to expulsion and reporting to the Department of Education, Skills and Employment and/or the Department of Home Affairs (“**DHA**”). For more information refer to the College’s VET Course Progress Policy found on the APC Website.

### **4. APC COURSE HOURS**

Vocational courses consist of 20 scheduled hours that may be offered during the day or evening, Monday to Saturday (between 7.30am and 10pm) depending on room availability. The College closes on public holidays and there is no refund of course fees for those days.

### **5. COURSE ATTENDANCE**

Student visa holders are required to attend a minimum of 20 scheduled course contact hours per week.

### **6. CHANGE OF ADDRESS**

You must inform the College of your contact details while you are studying at the College in Australia. The details must include:

- a) your current residential address, mobile number (if any) and personal email address (if any);
- b) who to contact in emergency situations (and their contact details); and
- c) any changes to (a) or (b) above within seven (7) days of the change.

You must also tell DHA of any change of address.



## **7. COMPLAINTS AND APPEALS**

You are encouraged to attempt informal resolution of any complaint or appeal you may have by directly engaging the staff member or student to whom the complaint or appeal relates. If it is not possible to resolve the complaint informally you should refer to the Student Complaints and Appeals Policy found on the APC Website.

## **8. TRANSFERRING FROM OR TO ANOTHER PROVIDER**

If you are transferring to the College from another provider before completing six (6) months of your principal course of study, your enrolment is subject to the provision of a release from the other provider. Students who wish to transfer from the College may do so by completing a Student Course Variation Form. Please refer to the College's Student Transfer Policy on the APC Website for more information.

## **9. DEFERRAL AND SUSPENSION OF STUDIES.**

In compassionate and compelling circumstances you may request a deferral of the start date of your course, or a suspension of your studies. You should contact Student Care as soon as possible to discuss your eligibility and to complete the necessary forms (and pay any applicable fees). Please refer to the College's Deferment, Suspension and Cancellation Policy on the APC Website for more information.

## **10. CONTINUING STUDENTS PAYING BY INSTALMENTS**

Students who continue with the course and who are paying by instalments are required to pay Tuition Fees by the due date set out in their Letter of Offer. Continuing students who do not pay by the due date will be required to pay a Late Payment Administration Fee. Continuing students must have paid all fees due to the College before they can enrol in subjects and confirm their timetable within the enrolment period (as advised by the College from time to time). Continuing students who do not enrol during the timetable collection period (that is on or after the 4th day of term) will be required to pay a late timetable collection fee. In addition, continuing students who have enrolled in subjects and have been provided a timetable but wish to change their timetable will be required to pay an administration change in timetable fee. The Late Payment Administration Fee, late timetable collection fee and change in timetable fee are independent of one another and in certain circumstances a continuing student may need to pay all fees. Refer to the Schedule of Administrative (Non-Tuition) Fees for Overseas Students on the APC website for all Non-Tuition Fees.

## **11. CREDIT TRANSFER FOR VET STUDENTS**

If you have applied for credit transfers you are required to provide the original or certified copy of the full official transcript or statement of attainment relating to the credits you are seeking. The College will recognise the AQF qualifications and statements of attainment issued by other registered training organisations. The College may agree to assess credit transfers based on copies or interim transcripts provided; however, unless the College sights the original or receives a certified copy of the full official transcript or statement of attainment issued by an education provider, such credit transfers will not be finalised. Please refer to the College's RPL and Credit Transfer Policy on the APC website for more information.

## **12. INDEMNITY**



You (and the legal guardian for students under 18 years) agree not to hold the College (including its employees and/or agent) responsible or liable for any loss, damage, death or injury which you may suffer or which may be caused by you as a result of or in connection with your enrolment at the College, including:

- a) your attendance at any premises owned, operated or controlled by the College;
- b) your attendance at or participation in any activity (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College; and/or
- c) any accommodation whether short term or long term arranged for you by the College, and/or in any way whatsoever my association with the College.

You and where applicable, the legal guardian hereby indemnifies the College in full against all claims, demands and proceedings as a result of any loss, damages, death or injury which may be suffered by or caused by the student.

### **13. PRIVACY**

In the course of carrying out its business the College will collect, store, use and disclose personal information. The purposes for which the College holds, uses and discloses information includes teaching and student services together with ancillary services, which may support students in their study at the College. Other purposes include conducting the College's business generally, to communicate information about the College's products and services or third party products or services that may be of interest to you and for the College's internal administrative, research, planning, marketing and product development. The College collects this information during your course because of its obligations under the Education Services for Overseas Students (ESOS) Act and the National Code 2018 to ensure student compliance with the conditions of their visas and their obligations under Australian Immigration laws generally. For more information on privacy, please refer to the Privacy Policy available on the APC Website.

### **14. NON TUITION FEES**

All of the College's non-tuition fees are set out in the Schedule of Administrative (Non-Tuition) Fees for Overseas Students which is located on the APC Website.

### **15. EQUIPMENT**

The materials and equipment you are required to provide for your course is set out in the Technology and Equipment Standard which is located on the APC Website.

### **16. UNDER 18 STUDENTS WELFARE AND ACCOMMODATION REQUIREMENTS**

If you are under the age of 18 you are required to maintain adequate welfare and accommodation requirements as a condition of your student visa. You must complete the "Under 18 Accommodation and Welfare Arrangements Form" at the time of your enrolment. This will be provided to you and can be found on the APC website.

You are required to either live with your parents, relatives or legal guardians or in other accommodation arrangements approved by the College. If you do not live with your parents or a suitable relative as defined by the DHA, your accommodation arrangements must be approved by the College and a legal guardian will be appointed. You must notify the College of the details of your guardian and if the College determines, in your best interests, that the elected guardian is unsuitable or inappropriate, the College has the right to assign a legal guardian for you during your studies with the College. The College will not



approve shared accommodation or other independent arrangements where you are not subject to appropriate adult supervision.

Where the College has approved your welfare and accommodation arrangements you will require the College's approval to change any of the arrangements. For more information refer to the Accommodation and Welfare Policy for Under 18 year Old Students on the APC website.

#### **17. UNIQUE STUDENT IDENTIFIER**

The Unique Student Identifier ("USI") asked for in your Letter of Offer is your secure online record of nationally recognised training that you can access freely. If you don't have a USI the College will obtain one on your behalf. If you don't have a USI, AQF certification documentation cannot be issued.

#### **18. CHANGES TO COURSE AND COURSE FEES**

The College may make changes to your course, course fees and course materials as reasonably required. However, the College will not change the tuition fees set out in your Letter of Offer for a period of six (6) months from the date of that letter, or, until the 31st of December in the year that the letter is issued (whichever takes place earlier). After the expiry of this time, the College reserves the right to change the tuition fees. If you pay by instalments you will need to pay the new fees to continue studies in your chosen course.

#### **19. TUITION PROTECTION SCHEME ("TPS")**

If the College (or a third party delivering training and assessment on its behalf) defaults (that means it ceases delivering a course or closes entirely):

- a) the College will notify you and the TPS;
- b) provide options to you about either continuing your study or refunding unspent pre-paid fees received by the College; and
- c) report to the TPS the outcome of clause 19(b).

#### **20. CERTIFICATION**

On successful completion of all assessments and the full payment of all fees, the College will issue you appropriate certification under the AQF. If you do not complete the course, then a Statement of Attainment will be issued for those units in which you were found competent.

#### **21. THIRD PARTY PROVIDERS**

The College does not have any current third party agreements. In the event, a third party is providing training and assessment under an agreement with the College, students are assured that the College:

- a) is responsible for the quality of the training and assessment provided;
- b) is responsible for the issuing of all qualifications and statements of attainment; and
- c) will communicate any changes to these arrangements to the student.

#### **22. MINIMUM ENTRY REQUIREMENTS FOR APC VOCATIONAL COURSES**



To be eligible to study an APC vocational course you must satisfy both the English language proficiency and academic entry requirements and/or prerequisites for the course. If you don't, you may not be allowed to start the course. Entry requirements are liable to change. Always refer to the APC Website for the most current requirements for vocational courses.

## 23. CANCELLATION AND REFUND

**IMPORTANT:** This clause, the College's Cancellation and Refund Policy and the right to make complaints and seek appeals of decisions and action under various processes does not affect your rights to take action under the Australian Consumer Law if the Australian Consumer Law applies.

### 23.1. CIRCUMSTANCES FOR REFUNDS - STUDENT CANCELLATIONS

When you cancel your enrolment, refunds will only be made in the following circumstances:

#### a) When the student cancels BEFORE the Course Start Date

- i) If written notice of cancellation is received 14 days or more before the Course Start Date, the College will refund the Course Fees received less the Cancellation Fee and Application Fee.
- ii) The College will refund this money within 28 days.
- iii) No refund of fees will be given where notice is received less than 14 days before the Course Start Date.

#### b) When the student cancels AFTER the Course Start Date

No refund of Course Fees will be given after the Course Start Date. Once you start a Course, you may withdraw at any time before week 7 of the then current term. If you withdraw from a course after week 7 of the then current term, you must pay the Withdrawal Fee. Please note that payment of the Withdrawal Fee does not guarantee that you will be granted a release (if required).

### 23.2 CIRCUMSTANCES FOR REFUNDS - COLLEGE DEFAULT

- a) If the College fails to start or stops providing the Course to you, at the designated location and you have not withdrawn from the College, the College is in default under the ESOS Act.
- b) The College will notify you in writing if it goes into default.
- c) If the College defaults, it will, within 14 days, refund on a pro-rata basis the Tuition Fees for the weeks that tuition will not be provided, **unless**
  - i) You withdraw from a course before it is cancelled; or
  - ii) it is Your Fault; or
  - iii) You accept, in writing, an offer in an alternative course arranged by the College.
- d) Refunds in the case of the College's default are regulated by law. Please refer to the Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth) for the precise method of calculating the refund.



- e) In the unlikely event the College does not meet its obligations to either offer you an alternative course that You accept or pay You a refund of your unspent prepaid tuition fees, the Australian Government's Tuition Protection Service will contact you and assist you in finding an alternative course or to get a refund if a suitable alternative is not found. Refer to the College's Tuition Protection Services (TPS) Policy on the APC website for more information.

### 23.3 CIRCUMSTANCES FOR REFUNDS - STUDENT VISA REFUSAL

- a) If you do not start a Course on the Course Start Date or if You withdraw from a Course on or before the Course Start Date, due to **student visa refusal**, the College will, within 28 days, refund the Course Fees less 5% of the Course Fees (up to a maximum amount of \$500).
- b) If you start a Course on the Course Start Date and then your **student visa is refused**, the College will, within 28 days, refund on a pro-rata basis, only the Tuition Fees for the weeks from when you withdrew from the Course until the end of the period that the Tuition Fees apply to.
- c) Refunds in the case of student visa refusal are regulated under the Education Services for Overseas Students (Calculation of Refund) Specification 2014. Please refer to this legislation for the precise methods of calculating the refund.

### 23.4. REFUND PROVISIONS

- a) When you defer commencement in a Course and then cancel the Course, the original Course Start Date before your request for deferment(s), will be used as the Course Start Date to determine whether a refund is to be made.
- b) No refund will be made where the College cancels, suspends or terminates your enrolment because it is Your Fault. The College will notify you in writing if this happens.
- c) If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
- d) If you are under 18 years old, the refund may be paid to you but only with the consent of your parent or legal guardian.
- e) The College may:
- request further information or evidence to confirm that you are the person entitled to receive the refund or give a direction to pay the refund;
  - pay the refund by bank draft or company cheque (in case of refund within Australia) or by international bank draft; or
  - pay the refund to a bank account by direct credit (in case of refund within Australia) or by telegraphic transfer (in case of refunds outside of Australia) but only if you provide evidence that the bank account exists.
- f) All refunds will be made in Australian currency only, unless the College's Bank is unable to do so in which case the refund will be made in the equivalent United States of America currency calculated using the Bank's exchange rate for the relevant date of transfer. The College is not responsible for currency exchange rate fluctuations, delays or loss of refund in transit (mail, courier, telegraphic transfer or otherwise) as a result of incorrect information provided by You.
- g) The College may change this Policy at any time and the Policy to be used to



determine whether you receive a refund will be the Policy applicable at the time you give notice of cancellation or withdraw enrolment in a Course. For the latest Policy please refer to the APC website.

- h) If you wish to appeal a decision of the College made under this Policy you should refer to the College's Complaints and Appeals Policy for the procedure to follow.

### 23.5. HOW TO WITHDRAW FROM A COURSE AND GET A REFUND

- a) **Complete a SCV Form.** The SCV Form is available from the Student Care Office or the College website. If you are under the age of 18 years your legal guardian will need to complete and sign the form.
- b) **Complete a Refund Request Form.** The Refund Request Form is available from the Student Care Office or the College website.
- c) **Attach all relevant documents to the SCV Form.** You should attach documents supporting the reason for your withdrawal and confirming your identity as well as a Refund Request Form.
- d) **Hand in the completed forms to Student Care or email to: [refunds@apc.edu.au](mailto:refunds@apc.edu.au).** Please make sure that your student number and current contact details (email address, mobile phone number) are on the form. Please sign and date the SCV Form before handing it in. Your form will NOT be processed if it is not signed and dated.

The College will process your completed SCV Form and assess whether you are entitled to a refund based on this Policy. The College may ask for further information or documentary evidence. Please note that incomplete SCV Forms may delay the processing of and payment of refunds.

### 23.6 DEFINITIONS AND ACRONYMS

In this clause 23 and as the context requires:

**"Application Fee"** means the fee for processing your application to study at the College. The Application Fee is payable regardless of whether you are offered a place in a Course. This is a Non-Tuition Fee.

**"Cancellation Fee"** is the fee payable when a student provides written notification of cancellation of their enrolment to the College 14 days or more before the Course Start Date. This is a Non-Tuition Fee.

**"College"** means Australian Pacific College.

**"Course(s)"** means the course listed in the Letter of Offer, or, where you have enrolled in multiple courses, each course listed in the Letter of Offer.

**"Course Fees"** means the Tuition Fees and the Non-Tuition Fees.

**"Course Start Date"** means the start date for the Course as set out in your original Letter of Offer, or if you have enrolled in a Package of Courses, the start date of the first Course in the Package of Courses as set out in your original Letter of Offer.

**"Enrolment Acceptance Fee"** means the fee to reserve your place in a Course at the College and is payable when you accept the Letter of Offer. If you start your Course, that fee will be applied towards the Tuition Fees otherwise it will be applied towards the Cancellation Fee.

**"ESOS Act"** means the Education Services for Overseas Students Act 2000 (Cth).

**"Late Payment Administration Fee"** means the fee payable to the College if Tuition Fees are not paid by the due date specified in the Letter of Offer.



“**Letter Of Offer**” is the letter offering you a place in a Course and which will set out the Course Fees that are payable by you in respect of the Course and the terms and conditions applicable to your study at the College.

“**National Code**” means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth)

“**Non-Tuition Fees**” means all fees received by the College that are not directly related to tuition for your Course. These fees are set out in the Schedule of Administrative (Non-Tuition) Fees.

“**Overseas Student**” means a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act.

“**Package Of Courses**” means multiple Courses provided by the College.

“**Schedule of Administrative (Non-Tuition) Fees**” means the document containing the comprehensive list of fees, which a student may be required to pay during the student’s enrolment at the College. This schedule may be updated at any time without notice.

“**SCV Form**” means a student course variation form prescribed by the College.

“**Tuition Fee**” means the fees received by the College either directly or indirectly for tuition for your Course. This fee is expressly stated in the student’s Letter of Offer.

“**You**” or “**Your**” means the student or the student’s legal guardian (where the student is under 18 years of age).

“**Your Fault**” includes circumstances where:

- a. you do not start the Course on the Course Start Date;
- b. you withdraw from a Course either before or after the Course Start Date;
- c. you failed to pay an amount that you are liable to pay the College, directly or indirectly in order to undertake the Course;
- d. you breached a condition of your student visa, including where applicable, failure to maintain satisfactory course progress and/or satisfactory attendance or failure to maintain approved welfare and accommodation arrangements; or
- e. any behaviour that results in the suspension or cancellation of your enrolment (all College processes for suspension or cancellation of enrolment must be followed).

“**Withdrawal Fee**” means the fee payable when a student withdraws from their Course after week 7 of the then current term. This is a Non-Tuition Fee.

## 24. APPLICABLE LAWS

The agreement between yourself and the College will be governed by the relevant State and National laws of Australia. All complaints and appeals will be dealt with according to the College’s complaints and appeals policy which can be found on the College’s Website.

## 25. COLLEGE POLICIES

As a condition of enrolment, you agree to follow all College policies, which are subject to change from time to time. Current policies are available on the APC Website.