

TERMS AND CONDITIONS OF ENROLMENT (International Students)

Approving Authority	Governing Board
Purpose	To set out terms and conditions of enrolment for international students of Ozford Institute of Higher Education (the Institute)
Responsible Officer	President and CEO and the Accounts Manager
Next Scheduled Review	June 2031
Document Location	https://www.ozford.edu.au/policies-and-procedures/higher-education/
Associated Documents	<p>Admissions Policy and Procedure</p> <p>Academic Progress Policy and Procedure</p> <p>Deferring, Suspending or Cancelling a student enrolment Policy and Procedure</p> <p>International Student Fee Refund Policy and Procedure</p> <p>Student Code of Conduct Policy and Procedure</p> <p>Student Grievances and Appeals Policy and Procedure</p> <p>Transfer between Registered Providers Policy and Procedure</p>

1. DEFINITIONS

Agreed Starting Date means the date on which the course was scheduled to start (commencement date), or a later date agreed between the Institute and the student to be the agreed starting date following a period of deferral or temporary suspension.

Application Fee means the fee required to be paid by the student when the student lodges the student application form with the Institute.

Application for Refund Form means the Institute's prescribed refund request form.

Business Day means a day on which banks are opened for business in Melbourne, other than Saturday, Sunday or a public holiday.

CoE means Confirmation of Enrolment generated from PRISMS.

Contact Details includes the student's current Australian and overseas residential and postal address, telephone number, email address and emergency contact details.

Course Withdrawal Form means the Institute's prescribed course withdrawal form.

Default Date means:

Provider Default

- the day on which the Institute did not commence delivery of a scheduled course; or
- the day on which the Institute ceased to provide a course.

Student Default

- the day on which the Institute refused to provide, or continue to provide, the course to a student due to the student either:
 - failing to make a payment;
 - breaching a visa condition such as maintaining satisfactory academic progress; or
 - severe misconduct as defined in the Student Code of Conduct Policy.
- the day on which the student withdraws from the course;
- the day on which a student failed to commence or recommence a course of study; or
- where the default arises from refusal of the student's visa application, the day on which the student fails to start the course on the agreed starting day, or withdraws from the course, as a result of the refusal

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

Offer Letter means the Letter of Offer from the Institute to the student specifying the terms of the student's enrolment offered by the Institute.

Overseas Student Health Cover (OSHC) means the health insurance cover that a student is required to obtain before commencing the student's enrolment with the Institute.

Package of Courses means a package of courses of study comprising one or more of the Institute's courses, in which the student is enrolled.

Personal Information means the student's name, contact details, relevant medical conditions or disabilities and details of any breaches of a visa condition by the student.

Principal Course means the student's main course of study for which the student has confirmation of enrolment (**CoE**). If the student is enrolled in package of courses that include one or more Institute's courses, the student's principal course is the course within the package that has the highest qualification and for which the student has CoE. Where the student has enrolled in only one course, the principal course means the student's nominated course of study with the Institute.

PRISMS means Provider Registration and International Student Management System provided by the Australian Government.

Provider Default Under section 46A of the ESOS Act, the Institute defaults regarding an overseas student or intending overseas student and a course at a location if:

- Either of the following occurs:
 - I. the Institute fails to start providing the course to the student at the location on the agreed starting day;
 - II. the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- the student has not withdrawn before the default day.
- To avoid doubt, a registered provider defaults if the provider is prevented from providing a course at a location because a sanction has been imposed on the provider under Part 6 of the ESOS Act.

Satisfactory Academic Progress This occurs when a student passes 50% or more of the units in which the student has been enrolled in a study period as described in the ***Academic Progress Policy and Procedure***.

Student means the person who has accepted an offer of enrolment by signing a student acceptance agreement and/or has been issued with a CoE.

Student Acceptance Agreement (Agreement) means the prescribed student enrolment acceptance agreement attached to the letter of offer that the student must submit to the Institute to accept an offer of enrolment.

Student Default Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults regarding a course at a location if:

- the course starts at the location on the agreed starting date, but the student does not start the course on that day (and has not previously withdrawn);
- the student withdraws from the course at the location (either before or after the agreed starting date); or
- the Institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount they were liable to pay the provider, directly or indirectly, to undertake the course;
 - the student breached a condition of the student visa;
 - misbehaviour by the student.

Terms and Conditions means these *Terms and Conditions of Enrolment (International Students)*.

The Institute means Ozford Institute of Higher Education Pty Ltd ACN 165 694 351 trading Ozford Institute of Higher Education. CRICOS Provider No: 03429B.

Third-Party Fee means any fee paid to a third party, including any airport pick-up fee or, accommodation placement fee, homestay fee, government examination fee, overseas student health cover fees, any costs relating to trade supplies and consumables, and any cost-of-living expense paid to third parties specified in the offer letter and student acceptance agreement.

TPS means the Tuition Protection Service provided by the Australian Government.

Transfer Policy means *Transfer between Registered Providers Policy and Procedure* to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.

Tuition Fee means the amount specified by the Institute in a student's letter of offer and student acceptance agreement as the tuition fee.

Unused Tuition Fees is the amount calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 sections 6 to 8 at <https://www.legislation.gov.au/F2024L01231/latest/text>.

2. TERMS AND PAYMENT

2.1 The student agrees to pay the tuition fees and all other fees for all the student's courses of study according to the payment schedule described in the Letter of Offer and Student Acceptance Agreement. The Institute may subsequently issue invoices accordingly.

The Institute reserves the right to increase tuition and non-tuition fees on an annual basis. Fees will not normally rise above six per cent per annum. Should the Institute decide to increase its fees, students will be notified at least one trimester in advance, and any increase will take effect on 1 January of the following year.

- 2.2 If tuition fees or any non-tuition fees remain unpaid after the due date specified in the Institute invoices, a late payment fee of AUD50.00 per week is payable by the student.
- 2.3 Tuition fees are non-transferable.
- 2.4 Student repeating a unit must pay the full fee regardless of unit requirements previously completed. An additional tuition fee(s) will be incurred if the student wishes to re-enrol in failed unit(s) or competency unit(s).
- 2.5 No statement of results or testamur will be issued to the student until all tuition and non-tuition fees have been paid in full.
- 2.6 The student may choose to pay more than 50% of their tuition fees before their course commences.

3. REFUND OF TUITION FEES

- 3.1. Refunds of tuition fees in part or in full may be possible in cases of either Provider Default or Student Default.
- 3.2. Refund amounts are set at amounts to recover the Institute's costs involved in the Admissions process and the costs involved in planning for academic delivery each trimester including commitment to staffing and teaching resources. The international student recruitment period is lengthy, and the refund amounts reflect the sunk costs and do not in any way provide "windfall" gains.

Situations for a Full Refund of Tuition Fees

- 3.3. If the application for a student visa is unsuccessful: A full refund of course fees received by the Institute from the student before the day of the student default minus the lesser of 5% of the course fees or AUD500.00 will be made within four (4) weeks of the day of the student default. . A request for refund in writing and proof of visa refusal from the Australian Government should be sent to the Institute to confirm that there has been visa refusal.
- 3.4. If, for any reason, the Institute is unable to start delivery of the course on the specified starting date (provider default), a full refund of tuition fees paid in advance will be made within 14 days of the Institute notifying the student of the provider default.

Situations for a Partial Refund of Tuition Fees

- 3.5. If, for any reason, the Institute ceases to deliver the course before it is completed (Provider Default), a refund of unspent tuition fees will be made within fourteen (14) days of the day of the provider default in accordance with the refund requirements of the ESOS Act 2000 and the Education Services for Overseas Students (Calculation of Refund) Instrument 2024.
- 3.6. If the student's visa expires while studying the course or the student is unable to complete the course because the relevant extension of visa is not granted, the unused tuition fees received will be refunded. The calculation of "unused fees" is in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 at <https://www.legislation.gov.au/F2024L01231/asmade/text>
- 3.7. There will be a partial refund if fees have been paid in advance and the student withdraws before the Commencement Date. A partial refund is provided for a student who withdraws from the course

before the agreed start day, based on the timing of their withdrawal, with the refund paid within four (4) weeks of the Institute receiving the student's written claim (Application for Refund Form):

- Less than 4 weeks before commencement: 10% refund of prepaid Tuition Fees
- Between 4 – 12 weeks before commencement: 20% refund of prepaid Tuition Fees
- More than 12 weeks before commencement: 50% refund of prepaid Tuition Fee

3.8. If the student is provisionally enrolled in a package of courses that is subject to providing evidence of the required English language proficiency and the student fails to provide such evidence prior to commencement of the main course, a proportional refund of prepaid Tuition Fees for future courses, consistent with the partial refunds set out in this section will be issued.

Situations for No Refund of Tuition Fees

- 3.9. If the student withdraws on or after the commencement date of the course enrolled, there will be no refund of any fees paid in advance for this course.
- 3.10. If a student's visa is cancelled due to student's breach of visa conditions for academic progress; or breach of the Institute's policies and procedures in the course enrolled, there will be no refund of any fees paid in advance for this course.
- 3.11. If the student is granted a deferment or temporary suspension of studies after the commencement of the course and does not return or recommence on the agreed date without the approval of the Institute, the student is deemed to have inactively withdrawn, and their enrolment will be cancelled. There will be no refund of any fees paid in advance for this course.
- 3.12. If the student does not return to study after a proclaimed holiday or break from studies on the agreed date without the approval of the Institute, the student is deemed to have inactively withdrawn, and their enrolment will be cancelled. There will be no refund of tuition or non-tuition fees paid in advance for this course.

Alternative to Refund of Fees

- 3.13. If, for any reason, the Institute fails to start delivery of the course on the agreed starting date or ceases to deliver the course before it is completed (provider default), instead of supplying a refund, the Institute may arrange for the student to be offered a place in an alternative course that is acceptable to the student at no additional expense. The Institute's obligations are discharged in this way only if the student accepts the offered place in writing, otherwise, a refund must be provided within the 14-day provider obligation period.
- 3.14. If the Institute fails to place the student in an alternative course or refund the student's unused tuitions fees, students may be assisted by the TPS. Further information can be found at <https://tps.gov.au>.

Non-Tuition Fees

- 3.15. Generally, the Application fees are non-refundable., except where the ESOS Act requires a refund (a refund on visa refusal under section 47E is calculated on all course fees received, including non-tuition fees, less the lesser of 5% of the course fees received or AUD500.00).
- 3.16. To the fullest extent permitted by law, airport pick up fees and all other service fees are non-refundable when the cancellation and refund request form is lodged:

- less than 14 days prior to the agreed starting date;
- on or after the agreed starting date; and/or
- after the provision of the service for such fees has already been provided to the student in whole or in part.

Monies to be Retained by the Institute

- 3.17. The Institute is entitled to deduct an amount for administrative expenses (including any referral fees) incurred by the Institute on behalf of the student from any refund of tuition fees and other amounts paid to the student. This clause does not apply to refunds payable under section 46D (provider default) or section 47E (including visa refusal) of the ESOS Act, which are calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 with no further deduction.
1. In the event that the student has not yet paid to the Institute the student's tuition fees, the amount the Institute may retain shall be a debt that is due and payable by the student together with any expenses, costs or disbursements incurred by the Institute in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.

Process for Claiming a Refund

- 3.18. Refund applications must be made in writing using the application for refund form which may be obtained from [the Institute's website](#) and should be sent to the Accounts team, which is located at Level 5, 333 Queen Street Melbourne, or can be lodged via email to account@ozford.edu.au.
- 3.19. Refund applications will not be processed where the signature on the application for refund form does not match with the student's signature as shown on other documents provided by the student for admission to the college including the student acceptance agreement.
- 3.20. If the Institute owes an amount to a student under the ***International Student Fee Refund Policy and Procedure*** and the student has authorised the refund payment to be made to another specified person, the specified person will be paid any refund of tuition fees rather than the student.

Overseas Students Health Cover (OSHC) Fees:

- 3.21. International Students are required to maintain and pay for their Overseas Student Health Cover (OSHC) for the duration of their student visa. It is the students' responsibility to ensure that they have OSHC cover in place. For more information regarding the different options for OSHC, please see: Overseas Student Health Cover (OSHC) | Study Australia

4. MEDICAL TREATMENT

By signing the Student Acceptance Agreement, the student:

- 4.1. authorises the Institute to obtain medical treatment for the student where it is deemed necessary by the Institute, a staff member or any other person authorised to act on behalf of the Institute;
- 4.2. agrees to indemnify and hold the Institute, its staff and any other authorised person harmless for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such medical treatment;

- 4.3. agrees to immediately notify the Institute if the student contracts a contagious disease of any kind; and
- 4.4. acknowledges the Institute's right to remove the student from the Institute's premises and refuse the student re-entry to the Institute's premises while the student presents a risk to staff and other students. The student may recommence studies if satisfactory medical evidence (such as a medical certificate) is provided certifying that the student is no longer a risk to the Institute, its members of staff, students or any other person.

5. STUDENT CONDUCT

The student acknowledges and agrees:

- 5.1. to use the student's best endeavours to achieve satisfactory academic progress and meet any requirements of the student's enrolled course(s) of study;
- 5.2. to comply with the rules, policies and the ***Student Code of Conduct Policy and Procedure*** as advised by the Institute from time to time;
- 5.3. to refrain from any behaviour considered unacceptable by the Institute including, but not limited to:
 - rudeness, aggressiveness and disrespect to the Institute's students and members of staff;
 - causing any disruption or interference to classes, study environments and the delivery of teaching by members of staff;
 - possession and/or sale of alcohol and other drugs; and/or
 - academic misconduct, including plagiarism and/or cheating.
- 5.4. to take full responsibility for the student's books, equipment and other personal items and agrees to release, indemnify and hold the Institute and its members of staff harmless against any and all liability and claims that may arise from any loss or damage to such items howsoever caused; and
- 5.5. that the Institute has the right to exclude the student from the Institute's premises if the student is deemed to be a risk to the Institute or its students.

6. DISPUTE RESOLUTION AND ADMINISTRATIVE GRIEVANCES PROCEDURES

- 6.1. If any dispute arises between the Institute and the student relating to the rights and obligations arising out of these terms and conditions, the student can complain or appeal as outlined by the Institute's ***Student Grievances and Appeals Policy and Procedure***, which can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.
- 6.2. If the Institute fails to resolve the student's dispute or grievance satisfactorily, either party may request the involvement of an external review panel by contacting the Overseas Students Ombudsman on 1300 362 072 (in Australia) or +61 2 6276 0111 (outside Australia) or via the website <https://www.ombudsman.gov.au/complaints/international-student-complaints>. The Overseas Students Ombudsman investigates complaints about problems that overseas students or intending overseas students may have with private education and training in Australia.
- 6.3. The Institute will advise the student how to access the external process appeal on completion of the internal dispute resolution and administrative grievance process.

7. PERSONAL INFORMATION

- 7.1. The student acknowledges and agrees that the Institute may share the student's personal information in accordance with the *Privacy Act 1988* (Cth) with:
- the Australian Government, Tertiary Education Quality and Standards (TEQSA) and designated authorities and, if relevant, the TPS (where applicable) and their authorised auditors;
 - the student's Education Agent, who may, in the Institute's absolute discretion, also be provided with the student's welfare information as known by the Institute.
- 7.2. While enrolled at the Institute, the student must provide the Institute with the following personal contact information:
- the student's current residential address, mobile number (if any) and email address (if any);
 - emergency contact details;
- 7.3. The student must notify the Institute in writing of any changes to the student's personal information within seven (7) days of the change.
- 7.4. Further information can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.

8. SATISFACTORY ACADEMIC PROGRESS

- 8.1. Where the Institute determines that a student has failed to demonstrate Satisfactory Academic Progress, the Institute will notify the student in writing of its intention to inform the report of such failure. The student will be provided with 20 business days, commencing on the date of the notice to appeal the decision of the Institute. The ***Academic Progress Policy and Procedure*** can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

9. STUDENT RELEASE DURING FIRST SIX MONTHS

- 9.1. Subject to the ***Transfer between Registered Providers Policy and Procedure***, the Institute reserves the right to refuse to release the student to another registered education provider prior to the completion of the initial six (6) months of the student's principal course. The ***Transfer between Registered Providers Policy and Procedure*** can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.

10. GENERAL

The student acknowledges and agrees:

- 10.1. that the student may be required to attend work placements and participate in activities as part of the student's enrolled course;
- 10.2. that the student's course requirements may vary from any past, present or similar courses offered to students at the Institute in which other students are enrolled;
- 10.3. not to make any claims against the Institute for any liability, cost, expense, loss or damage of whatsoever nature sustained by the student if the Institute exercises its right to:

- vary the Institute’s Fees or Terms and Conditions, cancel or defer courses, change course timetables, amend class locations and alter or otherwise modify course structures; or
 - change, update or otherwise modify published course subjects and units and related publications.
- 10.4. To the extent permitted by law, the Institute reserves the right to cancel the student’s enrolment in any course or courses of study in accordance with the Institute’s ***Deferring, Suspending or Cancelling a Student’s Enrolment Policy and Procedure*** to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>. If at any time during the enrolment, the Institute approves the deferral, suspension, extension of duration or cancellation of the student’s enrolment, including in the case of a student transfer, the student should seek advice from Immigration on the potential impact on their visa, including the need to obtain a new visa.
- 10.5. The written agreement, and the right to make complaints and seek appeals of decisions and actions under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.
- 10.6. These terms and conditions are governed by the law in force in Australia and its state legislations. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them regarding any proceedings arising out of or in connection with these terms and conditions.
- 10.7. The student is responsible for keeping a copy of the written agreement and receipts of any payments of tuition fees or non-tuition fees.

11. VERSION CONTROL

Version	Date Approved	Description	Approved By
4.1	June 2014	Initial developed	GB
6.0	June 2018	Change of National Code 2018	GB
7.0	January 2020	Clause for Increment of the Fee	GB
8.0	June 2021	Internal review	GB
9.0	July 2023	Internal review	GB
9.1	September 2023	Internal review – minor formatting changes	EMT
9.2	February 2026	Review to remove under 18 student obligations after change in policy	EMT
10.0	June 2026	Internal and External QA compliance review (ESOS Act, Calculation of Refund	GB

		Instrument 2024, National Code 2018)	
Related legislation/ regulation/standard	Education Services for Overseas Students Act (ESOS) 2000 Education Services for Overseas Students Regulations 2019 Education Services for Overseas Students (Calculation of Refund) Instrument 2024 The National Code of Practice for Providers of Education and Training to Overseas Students 2018 Higher Education Standards Framework (Threshold Standards) 2021 Competition and Consumer Act 2010 (Australian Consumer Law) Australian Consumer Law and Fair Trading Act 2012		

Notes:

GB = Governing Board

EMT = Executive Management Team