STUDENT TO RETAIN THIS FORM

TERMS AND CONDITIONS OF ENROLMENT (International Student) Bandicoot Group Pty Ltd T/A Salford College

The Genuine Temporary Entrant (GTE) assessment addresses whether your individual circumstances sufficiently support your intention to travel to and remain in Australia on a temporary basis in order to achieve a successful educational outcome.

More information on Student Visas and GTE assessment can be found on the <u>Department of Home Affairs (DHA)</u> for you to apply for a Student Visa. Salford College needs to ensure that you pass the GTE assessment. Information regarding <u>GTE requirements</u> is available on the DHA website. The final decision whether to grant you a Student Visa is made by DHA.

Your GTE and Genuine Student status is determined by assessing your application and supporting documents, such as those shown below, against the entry requirements for the program you are applying to study:

- Evidence of English language proficiency
- Academic record
- Employment/professional experience

International students enrolled and attending the college are subject to Salford College student rules, policies and procedures and are laid down in <u>Salford College International students handbook</u>

The college is required to provide students with the following policies and procedures prior to enrolment as found via this contract, your student handbook and/or hyperlinks provided:

- 1. Course Credit/RPL policy and procedure
- 2. Overseas students transfer policy and procedure
- 3. Monitoring course progress policy and procedure
- 4. Monitoring Attendance policy and procedure
- 5. Deferring, suspending or cancelling student's enrolment policy and procedures
- 6. Fees and Charges Policy
- 7. Refund Policy
- 8. Complaints and Appeals Policy

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Terms of Offer

This agreement, and the availability of a complaints and appeals process, does not remove the right of the student to act under Australia's consumer protection laws. Overseas students have access to appeals and dispute resolution services and information from the Overseas Student Ombudsman. For more information, visit http://www.oso.gov.au

1. The Agreement

- 1.1 These Terms of Offer, the Letter of Offer and Acceptance of Offer together form a binding Agreement between Bandicoot Group Pty Ltd T/A Salford College and the recipient of the attached Letter of Offer. Provision of enrolment is subject to a payment of agreed fee. Refund calculations are based on the minimum payment as detailed above in accordance with the ESOS Act.
- 1.2 The Terms of Offer may be subject to variation as necessary to comply with any Australian Commonwealth or State law, regulation, or amendment thereof.
- 1.3 Bandicoot Group Pty Ltd T/A Salford College's responsibilities to the student pertain only to the course(s) outlined in the Letter of Offer.
- 1.4 All conditions and special notes contained in the Letter of Offer must be met and/or agreed to prior to Bandicoot Group Pty Ltd T/A Salford College issuing a Confirmation of Enrolment (CoE).
- 1.5 Students must meet the minimum English language proficiency requirement as determined by Salford College for entry into the course.
- 1.6 International Students entering Australia under a temporary entry permit (e.g., a student visa) are responsible for ensuring the relevant visa is issued in time to attend Bandicoot Group Pty Ltd T/A Salford College orientation.
- 1.7 Attendance at orientation is compulsory; therefore, International Students must ensure the relevant visa is issued in time to attend orientation. Special permission must be sought for non-attendance at the assigned date of orientation.
- 1.8 Students are expected to attend all classes and complete all assessments during a course and must abide by all rules and regulations of Bandicoot Group Pty Ltd T/A Salford College that are in force at the time of their enrolment.
- 1.9 Students are expected to maintain a minimum of 80% attendance for the full duration of study. Students must maintain minimum 50% courses progress in accordance with Visa requirements as well as be able to finish the course in the duration of CoE. Students must always maintain clean financial status (no overdue fees) with the College. in accordance with the detailed payment schedule contained in the invoice. Students must attend for 20 hours of studies for ELICOS per week.
- 1.10 Bandicoot Group Pty Ltd T/A Salford College may use its discretion to cancel or temporarily suspend the enrolment of a student on the grounds of misconduct by the student, financial status (students with overdue fees) or on grounds of compassionate or compelling circumstances.
- 1.11 International students are protected by the Education Services for Overseas Students (ESOS) legislative framework located at: https://internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx
- 1.12 Students are responsible for supplying the Student Unique Identifier (USI) number to the college before any transcript, qualification or testamur may be issued. Students may seek advice from Bandicoot Group Pty Ltd T/A Salford College to apply for a USI.
- 1.13 All student records are retained for a minimum of 7 years as per Salford College retention of record policy.

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2. Student Visa Conditions

- 2.1 Students on international student visas MUST always abide by the conditions of their visa.
- 2.2 You CANNOT work more than 48 hours per fortnight except in limited circumstances except during the term and semester breaks.
- 2.3 You must remain enrolled in a CRICOS registered course.
- 2.4 You must attend and progress in your course satisfactorily as defined by the College.
- 2.5 You must maintain Overseas Student Health Cover for your entire stay in Australia.
- 2.6 You must continue to have enough financial capacity to support your study and stay in Australia.
- 2.7 You must maintain adequate schooling arrangements for any school-age dependents that join you in Australia on a student dependent visa for more than 3 months.
- 2.8 You must notify your education provider of your residential address in Australia within 7 days of arriving in Australia and, you must notify your education provider of any change in your residential address, phone, email, or emergency contacts/next of kin within 7 days of the change. Each student will have a six (6) monthly review of their contact information.
- 2.9 You must notify your education provider of a change of education provider within 7 days of receiving the electronic Confirmation of Enrolment (CoE) certificate or evidence of enrolment.
- 2.10 For current details of student visa conditions visit the Department of Home Affairs (DHA) website: https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions or call 131 881
- 2.11 For details on how to apply for a Student Visa contact your nearest Australian visa processing office and/or obtain information at Australia's Department of Home Affairs (DHA) website, further details are in your Student Handbook.
- 2.12 Student visas are normally issued for the period of the course or courses being offered. Students needing to extend their visa beyond this period may ask Bandicoot Group Pty Ltd T/A Salford College staff for assistance. However, the staff would be unable to give you advice about visa and will provide an appropriate pathway to seek professional advice.
- 2.13 Bandicoot Group Pty Ltd T/A Salford College is required by law to report to the Australian Government international students who are found to be in breach of their visa conditions (e.g., failing to maintain satisfactory attendance and progress, or financial status). Reported students may have their student visa cancelled and required to leave Australia.

3. Course Duration and BYOD

- 3.1 Bandicoot Group Pty Ltd T/A Salford College courses are registered on CRICOS which details the duration of each course.

 Duration of course is laid out in your letter of offer and has been drawn to take consideration for any credit transfers requested at the time of admission.
- 3.2 Salford College has the right to alter the duration of a course to suit specific circumstances e.g., failure to disclose credit transfers or a change of the accredited course as prescribed by ASQA.
- 3.3 BYOD (Bring your own device) to the specifications listed below:

Personal Electronic Devices (PEDs) are devices that are owned by students.

Our students expect reliable access to learning from wherever they are and whenever they need it. As a result, we ask our students to Bring Your Own Personal Electronic Device (PED), also known as a Bring Your Own Device (BYOD). Under this model, Salford College students will bring their own devices to college and connect them to the college's wireless internet at no cost to them. This might be a student's personal laptop, or one of the other portable devices currently on the market, such as:

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- Apple iOS Devices: iPad, iPad Mini, iPod, iPhone
- Chromebooks
- Windows 10 and above compatible tablets
- Android Devices

4. Current Contact Details

It is a condition of Salford College that students advise their current residential address, contact details (including mobile, landline phone and email address) next of kin, emergency contact details and phone numbers at all times. You must advise us in writing not later than 7 days of any change to these details.

5. Agents

Applicants who enroll via an agent may change their agent by submitting a written advice to the college. Responsibility for notifying the agent lies with the student. Students re-enrolling with the college directly are responsible for their communication with the past or current agent.

6. Provider Transfer

Students who have not completed six months of their principal course on their current student visa may require a release letter from their principal provider, as per the Education Service for Overseas Students (ESOS) Act 2000. Bandicoot Group Pty Ltd T/A Salford College is under no obligation to release students and Bandicoot Group Pty Ltd T/A Salford College will not release any students with outstanding fees or academic progress.

7. ELICOS Courses:

- 7.1 For all ELICOS (English) courses as per the ELICOS standards Salford College will monitor your attendance. All attendees always must maintain a more than 80% to satisfy the requirements of the College and your visa.
- 7.2 You will be required to attend to at least 20 hours face to face scheduled course contact per week for the duration of the course. You may also be required to attend extra scheduled support session if required.
- 7.3 Please refer the link https://salfordcollege.edu.au/policies-responsibilities/

8. Other Conditions

Entry into your formal program may be conditional upon the following:

- 8.1 Satisfying the required English Language Requirements
- 8.2 Satisfying the Academic Entry requirements
- 8.3 Attendance Certificate from your previous study at an Australian College (if applicable)
- 8.4 Certified copy of satisfactory school or tertiary academic results (in English)
- 8.5 Proof of successful completion of your current program of study
- 8.6 Passing a college Literacy and Numeracy test before commencement of study.
- 8.7 Release evidence in PRISMS if you are studying at an Australian Institution without having completed 6 months of your principal course.

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- 8.8 Refer to the conditions (if any) stated on your Letter of Offer.
- 9.1 Privacy of Information and sharing of Information (Full Policy on https://salfordcollege.edu.au/policies-responsibilities/) Information of students, collected prior to commencing and over the course of their studies, may be made available to relevant Commonwealth, State Government agencies and to the Tuition Protection Scheme and the TPS Funds Director, to ensure compliance with Bandicoot Group Pty Ltd T/A Salford College's obligations under the ESOS FRAMEWORK including: ESOS Framework including the ESOS Act 2000 as amended and the National Code 2018 and other relevant Commonwealth and State legislation.
- 9.2 Information may be shared between the above agencies for the purposes of:
- 9.2.1 Promoting compliance with the ESOS Act and the National Code.
- 9.2.2 Assisting with the regulation of providers
- 9.2.3 Promoting compliance with the conditions of a student visa or visas, or of student visas generally
- 9.2.4 Facilitating the monitoring and control of immigration
- 9.2.5 In the event of circumstances requiring critical incident management, Bandicoot Group Pty Ltd T/A Salford College reserves the right to disclose limited personal information of a student where it is considered necessary to meet or maintain its duty of care responsibilities to that student.
- 9.2.6 Except for parties referred to in Australian Privacy Policy clauses 5.1 and 5.2, information will only be provided to other parties with the student's permission.
- 9.2.7 For further information about privacy guidelines visit https://www.oaic.gov.au/
- 9.2.8 The following are the examples of situation in which information may be shared:
 - a) When there is concern about a student breaching visa conditions relating to attendance for course progress
 - b) When there are changes to the student's enrolment
 - c) When Salford college fails to offer a course in which the student is enrolled.
- 9.2.9 Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme (TPS) and Tuition Protection Scheme Administrators. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorized or required by law.
- 9.2.10 Information provided will be in accordance with the Privacy Act of 1988

10 In Case of an Emergency

In the event of circumstances requiring urgent medical care where the student is incapable of speaking on their own behalf, Bandicoot Group Pty Ltd T/A Salford College is authorized as a matter of urgency to seek and provide appropriate medical care on behalf of the student. Bandicoot Group Pty Ltd T/A Salford College accepts no responsibility for a charges or fees attached to providing the appropriate level of medical care e.g., Ambulance fees.

11 Tuition Protection Service

The ESOS legislation protects the tuition fees paid by international students by placing placement and refund obligations on providers in different default situations and through the Tuition Protection Service. The ESOS legislation also helps to ensure

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students meet their student visa conditions for attending classes and making satisfactory progress in their studies while in Australia. For additional information on the ESOS legislative framework visit <u>ESOS legislative framework</u>.

Under the TPS Framework

a. Students

- 1. Should read their written agreement carefully before signing it it is a legal contract.
- Ensure the agreement is clear on the number of study periods in the course, how the fees are distributed throughout the course for each study period and the difference between tuition fees and other types of unprotected fees such as accommodation.
- 3. Should be aware of any conditions or deductions from a refund they may incur if they do not commence or complete the course (this is called a student default) or where their visa is not approved.
- 4. Keep a copy of all receipts for money they have paid to a provider.
- 5. Ensure their provider gives them a record of all study completed at each stage of their course.
- 6. Let their provider know as soon as any of their contact details change.
- 7. If an international student is referred to the TPS following a provider closure and wants to accept an offer of a place with an alternative provider, the student will have to meet any additional academic and fee requirements of the alternative provider, if higher than the original provider.

b. Providers

- 1. Are expected to meet their default obligations under the Education Services for Overseas Students Act 2000 (ESOS).
- 2. Must contribute annually to the TPS.
- 3. Have the opportunity to place students who are referred to the TPS in a suitable alternative course.
- 4. Are under no obligation to accept a student that has sought a placement with them following another provider's default.

Provider's Default

As per the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, in the unlikely event that Bandicoot Group Pty Ltd T/A Salford College is unable to deliver the course for which you have been accepted or deliver the course in full to you, Bandicoot Group Pty Ltd T/A Salford College will offer you a place in an alternative course at Bandicoot Group Pty Ltd T/A Salford College or identify an alternative course at another education provider. Bandicoot Group Pty Ltd T/A Salford College will make this offer to you at no cost to you. If you decide to accept this offer of enrolment in a course, Bandicoot Group Pty Ltd T/A Salford College will ask you to accept this offer in writing. If you do not accept an offer of enrolment into an alternative course, Bandicoot Group Pty Ltd T/A Salford College will refund to you any unspent pre-paid course fees received by Bandicoot Group Pty Ltd T/A Salford College. If Bandicoot Group Pty Ltd T/A Salford College does not refund to you the unspent pre-paid course fees received for the course or obtain your written acceptance of enrolment into an alternative course within the provider notification and obligation (3 business days or 14 days) of the course not being delivered, or not delivered in full to you, Bandicoot Group Pty Ltd T/A Salford College will notify the Tuition Protection Service (TPS) Director within 7 days. The Director will facilitate the on-line course placement service to enable you to identify and enroll into suitable alternative course.

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Your Rights

The ESOS framework protects your rights, including:

Your right to receive, before enrolling, current and accurate information about the courses, fees, modes of study and other information from your provider and your provider's agent. If you are under 18, to ensure your safety, you will be granted a visa only if there are arrangements in place for your accommodation, support, and welfare.

Your right to sign a written agreement with your provider before or as you pay fees, setting out the services to be provided, fees payable and information about refunds of course money. You should keep a copy of your written agreement.

Your right to get the education you paid for. The ESOS framework includes consumer protection that will allow you to receive a refund or to be placed in another course if your provider is unable to teach your course.

The **ESOS framework** sets out the standards Australian education providers offering education services to overseas students must obey. These standards cover a range of information you have a right to know and services that must be offered, including:

- 1. Orientation and access to support services to help you study and adjust to life in Australia;
- 2. Who the contact officer or officers is for overseas students.
- 3. If you can apply for credit transfer and/or recognition of prior learning;
- 4. When your enrolment can be deferred, suspended or cancelled;
- 5. What your provider's requirements are for satisfactory progress in the courses you study and what support is available if you are not progressing well;
- 6. If attendance will be monitored for your course,
- 7. A complaints and appeals process;
- 8. Transfer to another provider requiring providers permission until completing six months of the final/principal course of study planned to undertake in Australia.

For information:

 $\frac{https://internationaleducation.gov.au/Regulatory-Information/Documents/ESOSF ramework facts heet final draft 9 May 2014 (2).pdf$

A description of the ESOS framework that Australian Education providers must abide by is available electronically from Department of Education Website - refer to the links below for further information:

- 1. https://docs.education.gov.au/node/39586
- 2. https://www.studyinaustralia.gov.au/english/australian-education/education-system/esos-act

This written agreement, and the right to make of complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to act under the Australian Consumer Law if the Australian Consumer Law applies.

For very comprehensive information on studying in Australia visit the Australian Government website:

http://www.studyinaustralia.gov.au/

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Related Legislation and Regulations

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards
- Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3 and standard 7 clause 7.2
- Education Services for Overseas Students Regulations 2001

Education Services for Overseas Students Act 2000

Fees and Refunds - Refer to www.salfordcollege.edu.au for full policy

We want to make sure you understand all fees and charges associated with your course so please carefully read this section before signing the Student Agreement.

Any fees and charges documented in the agreement will not change during the duration of your enrolled course.

We protect your fees at all times by:

- Maintaining a sufficient amount in our account so that so we are able to repay all tuition fees already paid.
- Through our membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where we are unable to fully deliver their course of study. The TPS ensures that you are able to either complete their studies in another course or with another education provider or receive a refund of your unspent tuition fees.
- Not requiring you to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, you may choose to pay your fees in full or a greater amount than 50%. Please contact us if you would like to pay more than is documented in your student agreement.

Please note that the following fees can apply in addition to the fees advertised in the Course Brochure.

Schedule of Fees

Application/enrolment fee (non-refundable)

A non-refundable application fee applies.

Current Course Costs

The course fees are listed on CRICOS website. The prices may vary according to specials offered by the college. At no times the fees can be more than listed on CRICOS website:

<u>Institution Details - Bandicoot Group Pty Ltd</u>

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Fees during the enrolment period

| , | |
|---|-------------|
| Application Fees per Course/CoE | \$350.00 |
| RPL assessment (per unit of competency) | \$250.00 |
| Late Submission of Assessment after the due date | \$100.00 |
| Administration fee (Credit Transfer Application fees/CoE Variation, RPL application, Transfer of Course/provider fees, Course withdrawal fee, etc.) | \$250.00 |
| Catch up for each unit | \$100-\$300 |
| First Time Re-sit (theory/Practical) | \$100/175 |
| Second Time Re-sit (theory/Practical) | \$150/200 |
| Third Time Re-sit (theory/practical) | \$300/375 |
| Re-issue of CoE | \$25.00 |
| Airport pick up (from Airport to College campus in that city) Adelaide | \$75.00 |
| Sydney | \$150.00 |
| Replacement Certificate/page | \$20.00 |
| Late payment fees of $$35.00$ per week or 2% of outstanding fees payable will be applied after the due date | \$35.00 |
| Bank dishonor fee | \$35.00 |
| Additional statement of attainment (one statement of attainment will be provided free of charge) | \$50.00 |
| Set up/Change fee for payment plan | \$100.00 |
| Admin Charges for processing each payment as per installment plan (unless direct debit) | \$20.00 |
| Administration and processing fee for health insurance arranged by Bandicoot Group Pty Ltd T/A Salford College | \$20.00 |
| Certificate issuance after 3 months of CoE/Course completion | \$100.00 |
| Postage of Certificates | \$15.00 |
| Replacement ID card | \$10.00 |
| Academic support class (per two-hour class) | No charge |
| Moderation on appeal (per assessment task per unit) | No charge |
| "One-on-one" mentoring (per hour) | No charge |
| Credit Transfer Application Fees (Administration Fees)/Course | \$250.00 |
| Credit Transfers (within 14 days before commencement of course) | No Charge |
| | |

Fees Schedule updated as of 06.11.19/ Current students will have this new fee applicable after 06 Dec 2019

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If these fees apply, they will be included in the amounts shown on the previous page. You are required to pay all fees and charges by the date indicated on the invoice. Where you are unable to make a payment by the specified date, please contact us to discuss alternative arrangements.

All payments are to be made by bank transfer into the account specified on the invoice.

Where fees are overdue and you have not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to you as follows:

- First warning letter: failing to pay an invoice within 5 days of receipt or contacting us to make alternative arrangements.
- Second warning letter: failing to pay an invoice within 5 days of receipt of the first warning letter or contacting us to make alternative arrangements.
- Notice of intention to report failing to pay an invoice within 5 days of receipt of the second warning letter or contacting us to make alternative arrangements.

Following cancellation of enrolment due to non-payment of fees, your debt will be referred to a debt collection agency.

Refunds (Refer to www.salfordcollege.edu.au for full policy)

Please carefully read the following information about refunds. This applies whether you paid the tuition and non-tuition fees, or an education agent paid them on your behalf.

All application fees are non-refundable except where we cancel a course before it has started.

You should complete and submit a Refund Application Form which can be accessed from our office This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to you within 20 working days, as well as any applicable refund.

Refunds will be paid to you or to the person or organisation who paid the course fees and will be paid in Australian Dollars.

The refund policy does not remove your right to take further action under Australian Consumer Law.

In addition to the above circumstances, refunds apply as follows:

| Circumstance | Refund due |
|---|---|
| Salford College cancels course before commencement | Full refund of all fees |
| Salford College cancels course following commencement | Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default). |
| Salford College has not provided a Student Agreement that meets the requirements of the National Code 2018. | Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default). |
| Student withdraws up to 10 weeks prior to course commencement. | Application fee not refunded. Refund of all other fees and charges as well as unspent Material Fees. |

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| Circumstance | Refund due |
|---|--|
| Student withdraws between 9 weeks to 4 weeks prior to course commencement. | Application fee not refunded. Refund of 50% other fees for semester 1, as well as unspent Material Fees. |
| Student withdraws less than 4 weeks prior to course commencement. | Application fee not refunded. No refund. Fees for full study period (semester 1) to be paid |
| The student does not commence on the agreed start date and has not previously withdrawn. | No refund. Fees for full study period (semester) to be paid. |
| Student withdraws after commencement. | No refund. Fees for full study period (semester) to be paid. |
| Student's enrolment is cancelled due to disciplinary action. | No refund. Fees for full study period (semester) to be paid. |
| Student breaches a visa condition | No refund. Fees for full study period (semester) to be paid. |
| The student has supplied incorrect or incomplete information causing Salford College to withdraw the offer of the course prior to commencement. | No refund. Fees for full study period (semester) to be paid. |
| The student is refused a visa because they did not pay start their course at the agreed location on the agreed starting day or they withdrew from their course with Salford College, or they did not pay an amount due. | No refund. Fees for full study period (semester) to be paid. |
| The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal. | The total amount of all course fees (tuition and any non-tuition fees) received or less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500. |
| The student is refused a visa and has already commenced their course. | The total amount of all unused course fees (tuition and any non-tuition fees described as a pro rata formula for course not delivered) received. |

Academic course progress (Refer to www.salfordcollege.edu.au for full policy)

During the designated orientation session and in the first class of each term, Salford College will outline course requirements for international students, including the requirement under the National Code 2018 Standard 7.3, that the expected duration of their course includes a minimum of 20 scheduled course contact hours per week.

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Salford College will regularly monitor the academic progress of our student against the delivery and assessment plan for each unit and identify any students at risk of not completing a unit(s) in their enrolled program.

Salford College will review the results of all the students at the end of each term (if the course is less than six months in duration); or at the end of each semester (if the course is more than six months in duration).

Salford College will identify students at risk of not completing their enrolled program; and provide with intervention strategies for identified "at risk" students.

Students with unjustified absences that is, students who have minimal attendance over a four week period and have not communicated the reason for this absence to the Salford college; will be reported to the Student Support Officer (SSO), who will also inform the Student Operations Manager and Compliance at Salford College

Salford College students will be advised in writing that they must meet with the Student Services Officer (SSO) within five working days, to discuss the implementation of an intervention strategy, failure to do so will result in the issue of an Intention to Report by Salford College

Complaints and Appeals (Refer to https://www.salfordcollege.edu.au/useful-links/ for full policy)

We sincerely hope not, but from time to time you may be unhappy with the services we provide or want to appeal a decision we have made. We take your complaints and appeals seriously and will ensure in assessing them that we look at the causes and action that we can take to ensure it does not happen again/reduce the likelihood of it happening again.

Complaints can be made against us as the Salford College, our trainers and assessors and other staff, another learner of Salford College as well as any third party that provides services on our behalf such as education agents. Complaints can be in relation to any aspect of our services.

Appeals can be made in respect of any decision made by Salford College. An appeal is a request for Salford College's decision to be reviewed in relation to a matter, including assessment appeals.

In managing complaints, we will ensure that the principles of natural justice and procedural fairness are adopted at every stage of the complaint process. This means that we will review each complaint or appeal in an objective and consistent manner and give everyone the opportunity to present their point of view.

Our internal complaints and appeals process can be accessed at no cost.

We do encourage you to firstly seek to address the issue informally by discussing it with the person involved.

However, if you do not feel comfortable with this or you have tried this and did not get the outcome you wished you can access the formal complaints and appeals process.

If you want to make a complaint or appeal, you must:

- Submit your complaint or appeal in writing using the <u>complaints and appeals form</u>. The complaints and appeals form outlines the information that should be provided and can be accessed from reception.
- Submit your complaint within 30 calendar days of the incident or in the case of an appeal within 30 calendar days of the decision being made.

We will acknowledge your complaint or appeal will be acknowledged in writing within 3 working days of receipt.

We will review your complaint or appeal will commence within 5 working days of receiving the complaints.

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Complaints and appeals will be finalised as soon as practicable or within 30 calendar days. However, where the complaint or appeal is expected to take more than 60 calendar days to process, Salford College will write to inform the complainant or appellant of this including the reasons for such. Following this update, regular updates will be provided of progress.

For assessment appeals, we will appoint an independent assessor to conduct a review of an assessment decision that is being appealed.

We will communicate the result of the complaints and appeals process to you in writing and this will include the reasons for the decision

If you do need to come in for a meeting, you can have a support person of your choice present to assist you to resolve the complaint or appeal.

Generally, your enrolment will be maintained throughout any internal appeals process that concerns a decision to report you.

Additionally, If the appeal is against our decision to report you for unsatisfactory course progress or attendance, your will be maintained until the external process is completed and has supported or not our decision to report you.

If the appeal is against our decision to defer, suspend or cancel your enrolment due to misbehavior, we will only take action after the outcome of the internal appeals process

Independent parties

Where the internal process has failed to resolve the complaint or appeal, you will be able to take your case to the Overseas Students Ombudsman (OSO).

International students may complain to the OSO about a range of circumstances including:

- being refused admission to a course
- course fees and refunds
- being refused a course transfer
- course progress or attendance
- cancellation of enrolment
- accommodation or work arranged by Salford College
- incorrect advice given by an education agent.
- taking too long in certain processes such as issuing results
- not delivering the services indicated in the Student Agreement

More information can be found at:

http://www.ombudsman.gov.au/making-a-complaint/overseas-students#quality-of-education-provider

You can access this service at no cost in relation to matters that cannot be resolved through internal processes. Further information and contact details are included below.

We will cooperate in full with the OSO and will immediately implement their decisions or recommendations and/or take preventative or corrective action required by the decision or recommendation.

We will communicate all actions to you in writing based on the OSO's decision.

Complaints can also be made to the organisations indicated below:

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National Training Complaints Hotline

The National Training Complaints Hotline is a national service for consumers to register complaints concerning vocational education and training. The service refers consumers to the appropriate agency/authority/jurisdiction to assist with their complaint. Access to the Hotline is through:

Phone: 13 38 73, Monday–Friday, 8am to 6pm nationally

Email: ntch@education.gov.au

Australian Skills Quality Authority (ASQA)

Complainants may also complain to our registering body, Australian Skills Quality Authority (ASQA). It is important to understand that ASQA does not act as an advocate for individual students and is not responsible for resolving disputes between students and training providers. ASQA only uses information from all complaints as intelligence to inform regulatory activities. More information can be found at:

https://www.asqa.gov.au/complaints

Nothing in this policy and procedure limits the rights of an individual to act under Australia's Consumer Protection laws and it does not circumscribe an individual's rights to pursue other legal remedies.

Privacy Notice

Under the Data Provision Requirements 2012, Salford College is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form), may be used or disclosed by Salford College for statistical, administrative, regulatory and research purposes. Salford College may disclose your personal information for these purposes to Commonwealth and State or Territory government departments and authorised agencies; and NCVER.

Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:

- populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys and data linkage;
- pre-populating Salford College student enrolment forms;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including program administration, regulation, monitoring, and evaluation.

You may receive a student survey which may be administered by a government department or NCVER employee, agent or third-party contractor or other authorised agencies. Please note you may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the National VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).

For more information about NCVER's Privacy Policy go to https://www.ncver.edu.au/privacy.

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Message from CEO

You now must complete and return the Acceptance of Offer Form, to indicate whether you wish to Accept the offer otherwise your position on the course may be revoked.

Please read carefully and complete all sections of the Acceptance of Offer Form, terms and conditions of enrollments, as well as for further information on our website prior to returning it to Bandicoot Group Pty Ltd T/A Salford College. Any incomplete forms will need to be resubmitted and may affect your position.

Students should only pay their fees after the signing of this Letter of Offer, and it has been returned to Bandicoot Group Pty Ltd T/A Salford College.

If you wish to defer this offer, please contact the admissions officer

Should you have any questions regarding this letter, please do not hesitate to contact Bandicoot Group Pty Ltd T/A Salford College Administration Staff. I strongly encourage every student to read our international student handbook for expanded information on living and studying in Australia. Please also read the Pre-Departure Handbook relevant to the location you are coming for studies especially if you are coming to Australia for the first time for the pursuit of your education. It contains a wealth of information that will help you in your settling in Australia.

Both these books are available at our website (www.salfordcollege.edu.au).

We thank you for choosing to study at Bandicoot Group Pty Ltd T/A Salford College and look forward to meeting you in the

very near future. We wish you all the best in this next leg of your educational development.

Regards

Captain Ash Goyal

CEO Salford College

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Applicant's Declaration:

I have read, understood and agree to Terms of Offer of this written agreement mentioned above.

| I have read, understood and accept the Terms and Conditions of Study in this Letter of Offer/International Student Agreement/Contract. |
|---|
| I have read and understood the Refund Policy in this document and the full policy on www.salfordcollege.edu.au |
| I have read and understood the Complaints and Appeals Policy and Procedure in this document and the full policy on www.salfordcollege.edu.au |
| I acknowledge that I have read and understood the contents of the International Student Handbook and the hyperlinked policies and procedures on the college website. |
| I agree that I will pay all my fees by the due dates in accordance with the payment schedule in this document and any subsequent invoices. I understand that failure to pay my fees by the due dates may lead to the termination of my enrolment at any time without any notice. |
| I agree to all the following items listed below. (please cross out if you don't agree or understand any of the following listed items. I agree to advise the college of any changes to my personal details including email, phone, address and emergency contact /next of kir details within 7 days of any change. |
| I agree to advise the college of any changes to my education provider within 7 days of a change |

- lagree to advise the college of any changes to my education provider within 7 days of a change.
- I agree to advise the college of any changes to my visa as soon as I am aware.
- I always agree to abide by the terms and conditions of my student visa.
- I authorise the College to verify any information collected on this form.
- I have the genuine intention to undertake the course/s for which I have applied.
- I authorise the College to contact me by SMS, email or phone.
- I have disclosed all my study commitments and records to the college at the time of this application.
- I am aware as a student on an international student visa, I can only study a course with a CRICOS registered provider that can be found at: http://cricos.education.gov.au/
- I have been advised of the study locations for the courses/s I am enrolling in.
- I have been advised of any/all workplace training / 3rd party arrangements involved in the delivery of this course.
- I have been advised of the mode of training and assessments.
- I understand that for any unjustified absences and not communicating with the Salford College can lead me to an implementation of an intervention strategy, failure to do so can result in an issue of an intention to report.
- I understand that I must arrive on campus in time for orientation and enrolment and that if I arrive after the commencement of classes, I may not be permitted in the course for that semester
- I understand and must abide by the academics, privacy and other policies of Salford College during the period that I am enrolled in this
- I understand that during my enrolment, my personal information can be disclosed without my consent where required or permitted by law, in accordance with the Privacy act 1988.
- I understand that a contract is created when I accept an offer from Salford College and pay fees, which is governed by the law of the Commonwealth of Australia and the State of South Australia and New South Wales depending on the campus I study in.
- I understand that once the fee is paid and I meet all the eligibility requirements, I will be issued a CoE (Confirmation of Enrolment) which I can use for applying for Visa. I will also be advised of the date of my orientation session with details to learn more about the college and courses with my timetable.
- I understand that, if I am not satisfied with a decision made by Salford College, I can appeal that decision at no cost, If I am not successful at the appeal, I have access to an external appeals process. I can make a complaint regarding any matter relating to my dealings with Salford College and Education agent. I can obtain further information regarding the complaint and appeal policy for lodging a complaint at https://www.salfordcollege.edu.au/policies.
- I understand that I may contact Salford college for support regarding my studies and general welfare. For specialised assistance (e.g., legal, doctor) Salford College may refer me to other professionals which may incur cost to be borne by me and is not a part of Salford College tuition fees.
- I have read and understood the Salford College Conditions of Enrolment detailed in the Salford College brochures, student handbook which includes information on course duration, content, a qualification offered, assessment methods and other information pertaining to my studies and on the Salford College websites.

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- I understand that I may be asked to sit for an English test during my enrolment process, as part of LLN (Language, Literacy and Numeracy) requirements of the course.
- I understand that Salford college may change its policies at any time, and I am bound by the systems that are in the place at the time I lodge any request.
- I am aware I am responsible to keep a copy of this agreement in full and all receipts of any payments I make.

| Students name | «Client First Name» «Client Last Name» | |
|--|--|--|
| | | |
| Student signature (can be electronic and | | |
| emailed) | | |
| Date | | |
| Guardian Signature (for students under 18) | | |
| | | |
| | | |

 ${\it ``Table End: AU_Letter Of Offer_Main"}$

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