

Enrolment Agreement

This Agreement is your formal acceptance of the institute's offer to you and no fees will be accepted by the institute till the agreement is signed. All international students must complete the Agreement with Seluna to be accepted for studies at the Institute. Students are to complete a signed (every page and declaration) and witnessed copy of this 'Enrolment Agreement' and return to Seluna with any supporting documents required and payment of the enrolment fee indicated.

Section 1: My Details

- Please check your personal details and course details (as on your Letter of Offer). Please ensure that you have filled in the emergency contact details.

Section 2: Visa Information Requirements

- It is important to provide correct and full visa information to avoid delays.

Section 3: Fee Schedule and Initial Payment Details

- All payments of course fees must be paid in Australian Dollars.
- The deposit you need to pay is detailed in this agreement.

Section 4: Special Conditions of Enrolment

- Please note the special conditions, if any, which are on your offer and listed in this agreement.

Section 5: Overseas Student Health Cover (OSHC)

- If you already have OSHC you do not have to pay the OSHC amount on your Letter of Offer.
- If you do not pay for OSHC through the institute, you must provide evidence of your OSHC membership to obtain a Confirmation of Enrolment (and student visa).

Section 6: Refund Policy

- Institute's Refund Policy is stated in this form and is also on the website. All international students are required to read, understand and agree the terms and conditions in the Institute's Refund Policy.

Section 7: Change of Address

- You must advise the Institute within 7 days if you change your address whilst you are enrolled at the Institute.

Section 8: Privacy

All international students are required to read and understand the Institute's Privacy Policy.

Section 9: Other standard conditions of enrolment

Please read and understand these conditions which are applicable to you.

Section 10: Declaration

Make sure that you initial on every page of the Student Agreement and the Refund Policy. Make sure you read the Declaration carefully before signing and dating it. The agreement form must also be witnessed.

Student Signature

Signature of Provider Authorised Officer

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SECTION 1

Provider (Registered Training Organisation) Details	
Name	Seluna Pty Ltd CRICOS 02254F
Address	Level 1, 79-81 Moorabool Street, Geelong Vic 3220, Australia.
Phone	+61 3 52213982 & +61 3 96896205
E-Mail	piyushj@iprimus.com.au
WEB Address	www.ausitinst.com
RTO Contact	Piyush Jain
Student Details	
Name	
Address	
Phone	
Gender	
Mobile	
E-Mail	
Date of Birth	
Passport Number	
Visa Number	
Emergency contact	Name: _____ Ph: _____

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Student hereby accepts the offer of a place contained in the Offer Letter in the following course(s) at Seluna on the terms and conditions of this Agreement:

Course Details			
Student Registration Number, if any.			
COURSE 1 Course/Qualification title and code			
Course Start Date		Course End Date	
Course Location			
COURSE 2 Course/Qualification title and code			
Course Start Date		Course End Date	
Course Location			

SECTION 2.

VISA INFORMATION REQUIREMENTS

If you currently hold a student visa to Australian, please provide details of the type of Visa and when it expires.

Visa Type (including Subclass): Expiry Date:

If you do not currently hold a Visa, but are currently applying for one, please provide the details of where it will be processed.

Processing Office:

Country:

Visa Type (including Subclass):

Passport No:

Issued on:

Valid to:

Student Signature

Signature of Provider Authorised Officer

SECTION 3

FEE SCHEDULE & INITIAL PAYMENT

TOTAL FEES AND CHARGES AND INITIAL PAYMENT

SN	Item	Amount	Due On
1	Tuition fee for		Payable at start of each semester (two terms)
2	Tuition fee for		Payable at start of each semester (two terms)
5	Overseas Student Health Cover (OSHC)- single		With agreement unless arranged directly
6	Overseas Student Health Cover (OSHC)- family		With agreement unless arranged directly
7	Additional course material and kit fee (if in offer letter)		Payable at time of joining
	TOTAL		

INITIAL FEE PAYMENT DETAILS

I have read my Offer Letter and understand that payment must be cleared and credited to the Institute for the offer to be fully accepted and a Confirmation of Enrolment to be issued:

Yes No

I enclose payment for the following:

SN	Item	Amount	Remark
1	Tuition fee for Certificate III course – 1 year		
2	Tuition fee for Certificate III course – 1 semester		
3	Tuition fee for Diploma course – 1 year		
4	Tuition fee for Diploma Course – 1 semester		
5	Overseas Student Health Cover (OSHC)- single		
6	Overseas Student Health Cover (OSHC)- family		
7	Additional course material and kit fee (if in offer letter)		
	TOTAL		

SECTION 4

SPECIAL CONDITIONS OF ENROLMENT

Please note the special conditions, if any, which are on your offer and listed below; please note if you need to provide additional documentation before you can join the institute.

I understand that before I can enrol at the Institute in the above course, I must meet the following special conditions detailed in the offer letter:

1.
2.
3.

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SECTION 5

OVERSEAS STUDENT HEALTH COVER

OSHC is a compulsory requirement for a student visa. The Institute requires all students to purchase OSHC to cover the duration of their visa. If you have already paid money directly to your preferred health cover provider for the duration of your student visa, please attach evidence of your OSHC payment to this form and provide the details of your OSHC membership, otherwise please confirm that you want the Institute to arrange for OSHC on my behalf for the duration of my course.

I would like Seluna to arrange the following OSHC

Single/Family* cover (12 months)

Single/Family* cover (24 months)

OR

I already hold OSHC for the duration of my course

Yes

Provider name: _____

Expiry date: /

OSHC number: _____

* If you have a spouse/dependant accompanying you to Australia who will need to be covered

SECTION 6

REFUND POLICY

I have read, understand and agree to accept the terms and conditions of the Institute's Refund Policy listed on institute's website. This Policy and the availability of the Institute's complaints and appeals processes, does not remove the right for a Student to take further action under Australia's Consumer Protection Laws.

Yes

No

Students may apply for a refund of enrolment fees by completing an 'Application for Refund' form available from the institute. All applications shall be following the below criteria.

Institute Default

If there is an Institute Default, the Student can choose to accept either:

- a refund of the course fees, which will be issued to the Student within 14 Days; or
- To be placed in an alternative course with the Institute or another provider. If the Student chooses placement in an alternative course, the Student must sign a document to indicate their agreement to the placement.

If the Institute is unable to provide a refund or place the Student in an alternative course the Tuition Assurance Scheme will be responsible in placing the Student in a suitable alternative course at no extra cost.

If the Student is an International Student and the Tuition Assurance Scheme is unable to place the International Student in a suitable alternative course, the ESOS Assurance Fund Manager will then attempt to place them in a suitable alternative course or, if this is not possible, the International Student will be eligible for a refund as calculated by the Fund Manager.

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Student Default

Before the commencement date

If a Student cancels their enrolment before the commencement date of a course and requests a refund will be assessed as follows:

Student Withdrawal	10 weeks or more before Semester	Total fees paid LESS AUD \$500 cancellation fee
Student Withdrawal	More than 4 weeks before Semester	60% of tuition fees will be refunded
Student Withdrawal	Less than 4 weeks before Semester	40% of tuition fees will be refunded
Student Withdrawal	After Semester commencement - irrespective of visa grant outcome for Local International student	No Refund

The written request must be in the refund form along with documentation. The refund will be processed within 28 days of the written request being received.

If a Student is able to demonstrate that matters beyond their control have resulted in the request for a refund of a portion of tuition fees that have been paid in advance, that Student may be eligible for a refund. No refund will be issued to any Student who has deferred their enrolment.

After the commencement date

If there is a Student Default, after the agreed start date of a course no refund will be issued to the Student. This includes all monies paid or scheduled to be paid to the Institute for airport pick-up, accommodation booking and board.

The Institute reserves the right to invoice the student the portion of fees owed by the student for services received from the Institute.

Please note: where the Student breaches student visa rules, no refund is payable..

Additional information for International Students

Visa Refusal before semester start

Direct International Student

If the initial visa is not granted, a refund of course fees received by the Institute less the AUD \$200.00 enrolment fee will be issued to the Direct International Student within 28 days of the written request.

The written request must be in the Institute refund form with proof of visa refusal attached. Without proof of refusal from the Australian Government a refund will not be granted.

Where payment will be sent

All refunds for which a student is eligible will be forwarded, within 28 working days, to the person who paid the fees in his or her home country, unless the student is transferring to another institution in Australia (subject to Visa conditions), in which case any refund may be remitted to that institution.

SECTION 7

CHANGE OF ADDRESS

I understand that while I am enrolled at the Institute (including during any work placements), I am obliged to notify the Institute within 7 days if I change my address; or my telephone number; or my email address.

This is to ensure that any communication from the Institute, including notification advising me of visa breaches, is sent to my current address.

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SECTION 8 **PRIVACY**

I understand that information is collected on this form and during my enrolment in order to meet the Institute's obligations under the ESOS Act and the National Code 2007, to ensure student compliance with conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about me on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, to the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolments details and changes, and the circumstance of any suspected breach by a student of a student visa condition. In other instances, information collected on this form or during my enrolment can be disclosed without my consent where authorised or required by law.

I have read and understand this reference to the Institute's Privacy Policy.

SECTION 9 **OTHER STANDARD CONDITIONS OF ENROMENT** **STUDENT OBLIGATIONS**

You agree that:

- 1.1 you have read, understood and consented to be bound by the Institute's Deferral, Suspension and Cancellation Policy, Refund Policy, Credit Transfer/Recognition of Prior Learning Policy, Complaints and Appeals Policy, Academic Course Progress and Attendance Policy, Transfer between providers policy on the Institute's website <http://www.ausitinst.com> on forms page.
- 1.2 you have read and understood the information in relation to the relevant course content and duration, qualification being offered by the Institute and if applicable, modes of study and assessment methods and age requirements (above 18 years of age before commencement of semester or arrival in Australia).
- 1.3 All information contained in the application form and supporting documentation is true and correct.
- 1.4 if you are enrolled in an English for Vocational Education course to meet the entry requirements for your course, you have to successfully complete and meet the course requirements of the relevant English for Vocational Education course before commencement in the course specified in the Student Enrolment Agreement.
- 1.5 you will maintain adequate health cover for yourself and any members of your family who are with you during your stay in Australia.
- 1.6 semester fees are payable before the start date of the semester, unless a Payment Plan if any is agreed in writing with the institute. Payments not paid in accordance with the agreed due date (or the agreed Payment Plan, if any) will incur a late fee of \$25.00 per week. In addition institute reserves the right to take any action it deems necessary, including forwarding the papers to a debt collection agency. Students should note that they are entitled to a Statement of Attainment on withdrawal provided that they

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have paid in full for the tuition fees related to the units of competency to be shown on the Statement of Attainment.

1.7 all fees paid by credit card will incur an additional fee of 1.5%.

1.8 if you are required to attend extra classes due to absence or inadequate course progress or any other reason not due to the institute, extra class fees will be charged at \$50.00 for each theory class and \$200.00 for each practical class. This includes resit and number of classes will vary depending on the unit (for example, Cookery practical units may have both theory and practical classes). A fee of \$100.00 will apply for re-issue of any award, transcript or statement of attainment.

1.9 The Institute reserves the right to cancel or suspend a course. In the event that the Course is cancelled or suspended, the Institute will provide a refund of fees (see institute default in refund policy).

2.0 Institute's Deferral, Suspension and Cancellation Policy located on <http://www.ausitinst.com> will apply where applicable.

2.1 Credit transfer/Recognition of Prior Learning -You may apply for credit transfer or recognition of prior learning in accordance with the Institute's Credit Transfer/Recognition of Prior Learning Policy located on the institute's website.

2.2 Personal Information -You agree that other than the provisions in Section 8, Privacy, the Institute may disclose information in relation to your enrolment status, visa status, including any possible breach of visa conditions along with copies of your course progress and results to your parent/s, legal guardian, welfare carer and/or agent.

2.3 Personal Information -You consent to the Department of Immigration and Citizenship providing the Institute with any information it may require in relation to your visa status from the date of application to the time of your departure from Australia.

2.4 Complaints and Appeals processes -The Institute has a Complaints and Appeals Policy which provides for prompt resolution of student complaints. This Policy is located on institute's website. In the event of a dispute you will use the Complaints and Appeals process to resolve the dispute as soon as practicable.

2.5 Consumer Protection Laws-This Student Enrolment Agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

2.6 Liability -The Institute shall not be liable for any personal injury or death to you or loss of or damage to your property arising out of or in any way connected with the enrolment in and the completion of the course or any other arrangement organised by the Institute on your behalf, whether or not by reason of any wilful or negligent act or omission or breach of contract by the Institute, its officers, representatives, employees or agents.

2.7 Agent Communication (Only applicable to students with agents)

The Institute reserves the right to notify your agent in the event that you do breach this Student Enrolment Agreement, not attend your classes, cancel or abandon your Course. By signing this Student Enrolment

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Agreement you acknowledge that the Institute may contact your agent under the circumstances set out in this clause.

2.8 Governing Law and Jurisdiction - This Student Enrolment Agreement is governed by and is to be construed in accordance with the laws of the State in which you are enrolled.

You and the Institute irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of that State and Courts entitled to hear appeals from those Courts.

2.9 Subject to clause 2.10, this Student Enrolment Agreement may only be varied in writing, signed by both parties.

2.10 The Institute may add to, amend or revoke the Institute's Policies and Procedures, as required by law or other reasons, from time to time by publishing them on website. Any new or amended policy or procedure takes effect from the date/month specified in the policy or procedure or, if no date/month is specified, the date after it was published on the institute's website.

SECTION 9 **DECLARATION**

Student Declaration

In signing and submitting this 'Enrolment Agreement' the applicant acknowledges:

- That the information provided by the Applicant in their application is complete and correct.
- Agrees to be bound by the institute rules and regulations and any amendments made to the rules and regulations.
- Agrees to undertake a testing requirement prior to any course entry, if deemed necessary by the institute and adhere to any other pre-requisites identified above.
- Agrees to observe DIAC student visa requirements.
- Agrees to pay all fees required on or by the due date
- In addition to tuition fees I am required to pay cost of books, kit and courseware as listed in the offer letter and this agreement
- the continuation in my course is dependant upon my compliance with my student visa conditions which include fulltime studies/enrolment; satisfactory academic progress and attendance and payment of required tuition fees before the commencement of each semester

In signing and submitting this 'Enrolment Agreement' the applicant also agrees and acknowledges:

I declare to the best of my ability that the information entered on this form is correct and complete

I agree to be bound by the applicable standards of conduct, statutes, regulations, policies and procedures of the institute, including any variations the institute may make from time to time.

I understand this agreement, and the availability of complaints and appeals processes, does not remove the ability and right to take action under Australian consumer protection laws.

I understand that the RTO may distribute my personal details as indicated in the statement:

"I understand that information is collected on this form and during my enrolment in order to meet the Institute's obligations under the ESOS Act and the National Code 2007, to ensure student compliance with conditions of

Student Signature

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their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about me on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, to ACPET as manager of the Tuition Assurance Scheme. This information includes personal and contact details, course enrolments details and changes, and the circumstance of any suspected breach by a student of a student visa condition. In other instances, information collected on this form or during my enrolment can be disclosed without my consent where authorised or required by law.”

I have attached the following supporting documentation:

Name of Student _____

Signature of Student _____

Date: / /

Name of Witness _____

Signature of Witness _____

Date / /

If the student is under 18, the legal guardian/parent (s) must sign.*

Name of Legal Guardian /Parent(s) _____

Signature of Legal Guardian/ Parent(s) _____

Date / /

Note:*

- Seluna DOES NOT accept students below 18 years of age.
- Student MUST BE above 18 years of age before arrival in Australia and/or commencement of studies and will be required to resign the agreement at time of joining.

Name of RTO Seluna Pty Ltd CRICOS 02254F

Name and Signature of Staff _____

Date: / /

Student Signature

Signature of Provider Authorised Officer