

Terms and Conditions of Enrolment

This document includes terms and conditions for Australian students (pages 1-5) and for Overseas students (pages 6-7).

AUSTRALIAN STUDENTS TERMS & CONDITIONS OF ENROLMENT

YOUR OBLIGATIONS

By signing the *Acceptance of Offer and Written Agreement*, you agree to:

- Provide authenticated documents to meet the conditions of your Offer (if applicable);
- Pay all tuition and associated course fees as they become due (see Fee Information below);
- Advise the College of any changes to your contact details within 7 days;
- The Course Credit listed in your Offer (if applicable);
- Have read and understood the fee information, refund policy and disclosure information provided below; and
- Have read and understood the College policies and procedures published at www.think.edu.au/policiesandforms.

Please note that the course start and finish dates may be subject to change and that classes are subject to availability and student numbers.

FEE INFORMATION

- Tuition fees and associated course fees for the College are published in the *Schedule of Fees and Dates for Australian Students*. A *Statement of Fees* relating to your course of study is attached.
- Students wishing to defer or withdraw from their course must lodge a *Change/Defer/Withdraw Form* in accordance with the Withdrawal Policy and Procedure available at www.think.edu.au/policiesandforms.

Australian Students are defined as, at the time of course commencement:

- An Australian citizen; or
- An Australian permanent resident; or
- A New Zealand citizen; or
- An individual in Australia on a humanitarian visa.

A student's course of enrolment is defined as either a:

- A course which allows Australian students access to the Australian Government's VET FEE-HELP program (referred to as a 'VET FEE-HELP Enabled Course'); or
- A course that is not a VET FEE-HELP Enabled Course (referred to as an 'Other Course').

Australian Student can pay their tuition fees in either of the following ways:

- Directly to the College (referred to as a 'Direct Payment Student'); or
- Through the Australian Government's VET FEE-HELP program (referred to as a 'VET FEE-HELP Student'). Eligibility requirements for VET FEE-HELP are available at <http://www.think.edu.au/about-think/think-quality/vet-fee-help-1>.

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Think: Colleges Pty Ltd trading as: Australasian College of Natural Therapies, William Blue College of Hospitality & Tourism, APM College of Business & Communication, Commercial Arts Training College, and Billy Blue College of Design CRICOS Provider No 00246M

For VET FEE HELP Students:

- If you are a VET FEE-HELP Student you will incur a financial liability for each unit of study in which you are enrolled after the Census Date in any given study period. Census Dates are published at <http://www.think.edu.au/about-think/think-quality/vet-fee-help-1>.

For Direct Payment Students:

- If you are a Direct Payment Student, you are required to pay tuition and related course fees before commencement for each study period for your course of study. If you do not meet your financial obligations you may be suspended, and excluded from classes or access to learning materials, until you have paid the fees due or have your enrolment cancelled.

REFUND POLICY FOR AUSTRALIAN STUDENTS

Who does this policy apply to?

This policy relates to all current and prospective Australian Students and refers to Direct Payment Students and VET FEE-HELP Students. These terms are defined under 'Fee Information' above.

How do I request a refund?

To request a refund you need to lodge a Change/Defer/Withdraw Form to Student Services. This form is available online (see www.think.edu.au/policiesandforms) and can be submitted at the campus or by email to studentservices@think.edu.au. Applications are processed once all required documentation has been received.

When can I submit my request for refund?

You can submit a Change/Defer/Withdraw Form at any time before or during your studies. However, if you submit this form within 28 days of your course commencing or after the commencement of your course, you will also need to submit the Special Circumstances Form. This is available at www.think.edu.au/policiesandforms and can be submitted at the campus or by email to studentservices@think.edu.au.

Under what circumstances will I receive a refund?

Your eligibility for a refund is dependent on your course of enrolment, how you choose to pay your tuition fees, when you submit your Change/Defer/Withdraw Form and the circumstances surrounding your request.

For VET FEE-HELP Students:

- If you lodge a Change/Defer/Withdraw Form on or before Census Date for the period of study you will not incur a VET FEE-HELP debt for the unit and any fees paid for the unit will be refunded or carried forward until their return to study (Census Dates are published at <http://www.think.edu.au/about-think/think-quality/vet-fee-help-1>).
- If you lodge a Change/Defer/Withdraw Form after Census Date for the period of study you will be liable for all tuition fees for the study period. If eligible, you may apply for a refund under Special Circumstances (see below), and if approved, tuition fees will be re-credited.

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- If the College terminates your enrolment after Census Date, then all fees for the study period remain payable and are not refundable except in Special Circumstances. Your enrolment may be terminated by the College because of a failure to comply with College policy, including the Student Code of Conduct, unsatisfactory academic progress or unsatisfactory attendance. Please refer to the Suspension and Expulsion Policy and Procedure for more information (see www.think.edu.au/policiesandforms).

For Direct Payment Students in VET FEE-HELP Enabled Courses:

- If you lodge a Change/Defer/Withdraw Form on or before Census Date for the period of study you will not incur a fee for the unit and any fees paid for the unit will be refunded or carried forward until their return to study (Census Dates are published at <http://www.think.edu.au/about-think/think-quality/vet-fee-help-1>).
- If you lodge a Change/Defer/Withdraw Form after Census Date for the period of study you will be liable for all tuition fees for the study period. If eligible, you may apply for a Refund under Special Circumstances (see below), and if approved, tuition fees will be re-credited.
- If the College terminates your enrolment after Census Date, then all fees for the study period remain payable and are not refundable except in Special Circumstances. Your enrolment may be terminated by the College because of a failure to comply with College policy, including the Student Code of Conduct, unsatisfactory academic progress or unsatisfactory attendance. Please refer to the Suspension and Expulsion Policy and Procedure for more information (see www.think.edu.au/policiesandforms).

For Direct Payment Students in Other Courses:

- If you lodge a Change/Defer/Withdraw Form more than 28 days before the commencement of your course all fees will be refunded less a processing fee of AUD\$1,000. For courses where the total course fee is less than AUD\$1,000 all fees will be refunded less a processing fee of AUD\$450.
- If you lodge a Change/Defer/Withdraw Form prior to course commencement because you have been unable to meet a Condition noted within your Offer, then all fees will be refunded less a processing fee of AUD\$1,000. For courses where the total course fee is less than AUD\$1,000 all fees will be refunded less a processing fee of AUD\$450.
- If you lodge a Change/Defer/Withdraw Form within 28 days of course commencement or after course commencement then all fees for the academic year remain payable and are not refundable except in Special Circumstances.
- If the College terminates your enrolment, then all fees for the academic year remain payable and are not refundable except in Special Circumstances. Your enrolment may be terminated by the College because of a failure to comply with College policy, unsatisfactory academic progress or unsatisfactory attendance. Please refer to the Suspension and Expulsion Policy and Procedure for more information (see www.think.edu.au/policiesandforms).

Special Circumstances

The College may consider a request for refund outside of the conditions noted above if you are unable to commence or continue with your studies for circumstances beyond your control. This is based on submission of a Change/Defer/Withdraw Form together with a Special Circumstances Form. This is available at www.think.edu.au/policiesandforms and can be submitted at the campus or by email to studentservices@think.edu.au. The Withdrawal Policy and Procedure or Deferral Policy and Procedure (available at www.think.edu.au/policiesandforms) provides more information on the criteria for the assessment of special circumstances. You may be asked to attend an interview to discuss the special circumstances.

When do I need to submit my Special Circumstances Form?

Australian Students enrolled in VET FEE-HELP Enabled Courses are required to submit their Change/Defer/Withdraw Form and Special Circumstances Form within 12 months from the date of withdrawal. Direct Payment Students in Other Courses are required to submit their Change/Defer/Withdraw Form and Special Circumstances Form within 60 days from the date of withdrawal.

A VET FEE-HELP Student must apply in writing for re-crediting of their VET FEE-HELP balance within 12 months from the date of withdrawal from the unit of study or the date of receiving their final results for the unit. The College may exercise its discretion to waive this requirement if in its opinion it was not possible for the application to be made before the end of the 12 month period. Refer to Student Review Policy and Procedure for Re-Crediting a FEE-HELP/VET FEE-HELP Balance (available at www.think.edu.au/policiesandforms) for more information.

When and how will I receive the refund?

If approved, you will receive your refund within two weeks of the College receiving a completed Change/Defer/Withdraw Form and Special Circumstances Form (if required), including any required supporting documents. Once the refund is approved, Student Services will cancel your enrolment (if applicable).

What happens if my request for a refund is rejected?

If your request for refund is rejected then you have the option to lodge a formal non-academic grievance and appeal the decision within 20 working days after receiving notification of the decision. The Non Academic Grievance Policy and Procedure is available at www.think.edu.au/policiesandforms.

What happens if I want to transfer to another course?

If you wish to transfer to another course offered by Think: Colleges and you have been granted an Unconditional Letter of Offer for this course, then any fees paid in advance to Think: Colleges will be credited towards the new course.

What happens if the College cancels a course?

The College may choose not to offer a course for a number of reasons. These include replacement of a course with a new course or proposed cancellation of an intake due to insufficient student numbers. In these rare circumstances, students that have not yet commenced the course will be notified in writing and will be given the option to transfer their enrolment to another course and/or study period or request a full refund of any fees paid in advance. If the student requests a full refund, the College will refund all tuition fees within two weeks of the course cancellation.

Where the College replaces an existing course with a new course, existing students enrolled within the proposed cancelled course will be given the option to either complete the existing course or transfer to the

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new course (subject to meeting the requisite entry requirements). In these situations, the College will put in place appropriate transitioning arrangements for students.

Tuition Assurance Scheme

To protect the interests of international students, the College is a member of the Overseas Student Tuition Assurance Scheme (OSTAS). Under this scheme, if for any reason the College is unable to provide a refund or place the student in an alternative course, the OSTAS administered by the Australian Council for Private Education and Training (ACPET) will place the student in a suitable alternative course at no extra cost to the student. If ACPET cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.

DISCLOSURE OF INFORMATION

The College acknowledges and respects the privacy of individuals. We advise that the information you provide is "personal information" as defined by the Privacy and Personal Information Protection Act 1998. This information is collected for the purposes of processing your application or enquiry, keeping you informed of upcoming events and assisting us in improving our educational service. This information includes but is not limited to your personal contact details, course enrolment details and changes, and the circumstances of any suspected breach of a student visa condition.

The College may be required to provide personal information to external organisations including the Australian Government and designated authorities in order to provide specific services and as required by law. This may include, but is not limited to sharing information with the Department of Immigration and Citizenship (DIAC), Department of Education, Employment and Workplace Relations (DEEWR), Australian Council for Private Education and Training (ACPET), the Tuition Assurance Scheme and ESOS Assurance Fund Manager, state and national regulatory bodies including VETAB (NSW), DETA (QLD), VRQA (VIC), Board of Studies (NSW), AUQA and with College representatives/agents in order to provide overseas students with services. This information includes personal contact details, course enrolment details and changes and the circumstances of any suspected breach by the student of a student visa condition (National Code 2007, Standard 3.1). The College may also disclose information if it is reasonably believed to be necessary to prevent or lessen a serious threat to life or health of any person. The full, current Privacy Policy can be viewed online at: <http://www.think.edu.au/policiesandforms>. Contact your Course & Career Advisor or Agent if you would like a paper copy sent to you.

This 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.

OVERSEAS STUDENTS TERMS & CONDITIONS OF ENROLMENT

YOUR OBLIGATIONS

By signing the *Acceptance of Offer and Written Agreement*, you agree to:

- Provide authenticated documents to meet the conditions of your Offer (if applicable);
- Pay all tuition and associated course fees as they become due (see Fee Information below);
- Advise the College of any changes to your contact details within 7 days;
- The Course Credit listed in your Offer (if applicable);
- Have read and understood the fee information, refund policy and disclosure information provided below; and
- Have read and understood the College policies and procedures published at www.think.edu.au/policiesandforms.

Please note that the course start and finish dates may be subject to change and that classes are subject to availability and student numbers.

The College recommends that you read the ESOS framework information, which provides legislative protection for international students, available at: http://aei.dest.gov.au/AEI/ESOS/EasyGuide_ESOS.htm.

FEE INFORMATION

- Tuition fees and associated course fees for the College are published in the *Schedule of Fees and Dates for Overseas Students*. A *Statement of Fees* relating to your course of study is attached.
- Overseas students are also required to maintain Overseas Student Health Cover (OSHC) for the full length of their visa. The Colleges' preferred provider of OSHC is Medibank Private, however you may choose an alternative provider. You will need to provide evidence of your OSHC at enrolment.
- Payment of tuition and related course fees will be required in full before commencement in each study period of your course. A student who does not meet their financial obligations may be suspended until they have paid the fees due or have their enrolment cancelled.
- Students wishing to defer or withdraw from their course must lodge a Change/Defer/Withdraw Form in accordance with the Withdrawal Policy and Procedure available at www.think.edu.au/policiesandforms.

REFUND POLICY FOR INTERNATIONAL STUDENTS

Who does this policy apply to?

This policy relates to all international students. International students are those current and prospective students that are **not** an Australian citizen, Australian permanent resident, New Zealand citizen or in Australia on a humanitarian visa.

How do I request a refund?

To request a refund you need to lodge a Change/Defer/Withdraw Form to Student Services. This form is available online (see www.think.edu.au/policiesandforms) and can be submitted at the campus or by email to studentservices@think.edu.au. Applications are processed once all required documentation has been received.

When can I submit my request for refund?

You can submit a Change/Defer/Withdraw Form at any time before or during your studies. However, if you submit this form within 28 days of your course commencing or after the commencement of your course, you will also need to submit the Special Circumstances Form. This is available at www.think.edu.au/policiesandforms and can be submitted at the campus or by email to studentservices@think.edu.au.

Under what circumstances will I receive a refund?

Your eligibility for a refund is dependent on when you submit your Change/Defer/Withdraw Form and the circumstances surrounding your request. Specifically:

- If you lodge a Change/Defer/Withdraw Form more than 28 days before the commencement of your course all fees will be refunded less a processing fee of AUD\$1,000. For courses where the total course fee is less than AUD\$1,000 all fees will be refunded less a processing fee of AUD\$450.
- If you lodge a Change/Defer/Withdraw Form prior to course commencement because you have been unable to meet a Condition noted within your Offer, then all fees will be refunded less a processing fee of AUD\$1,000. For courses where the total course fee is less than AUD\$1,000 all fees will be refunded less a processing fee of AUD\$450.
- If you lodge a Change/Defer/Withdraw Form within 28 days of course commencement or after course commencement then all fees for the academic year remain payable and are not refundable except in Special Circumstances.

Please note that if the College terminates your enrolment, then all fees for the academic year remain payable and are not refundable except in Special Circumstances. Your enrolment may be terminated by the College because of a failure to comply with College policy, unsatisfactory academic progress or unsatisfactory attendance. Please refer to the Suspension and Expulsion Policy and Procedure for more information (see www.think.edu.au/policiesandforms).

Special Circumstances

The College may consider a request for refund outside of the conditions noted above in the following circumstances:

- If you were unsuccessful in your application for a student visa. In this situation, all fees will be refunded less a processing fee of \$450. This is subject to submission of Change/Defer/Withdraw Form together with documentary evidence from the relevant Australian government department confirming that the visa was refused; and
- If you are unable to commence or continue with your studies for circumstances beyond your control. This is based on submission of a Change/Defer/Withdraw Form together with a Special Circumstances Form. This is available at www.think.edu.au/policiesandforms and can be submitted at the campus or by email to studentservices@think.edu.au. The Withdrawal Policy and Procedure (available at www.think.edu.au/policiesandforms) provides more information on the criteria for the assessment of special circumstances. You may be asked to attend an interview to discuss the special circumstances.

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If approved, you will receive your refund within two weeks of the College receiving a completed Change/Defer/Withdraw Form and Special Circumstances Form (if required), including any required supporting documents. Once the refund is approved, Student Services will cancel your enrolment (if applicable). Refunds are made directly to the student.

What happens if my request for a refund is rejected?

If your request for refund is rejected then you have the option to lodge a formal non-academic grievance and appeal the decision within 20 working days after receiving notification of the decision. The Non Academic Grievance Policy and Procedure is available at www.think.edu.au/policiesandforms.

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What happens if the College cancels a course?

The College may choose not to offer a course for a number of reasons. These include replacement of a course with a new course or proposed cancellation of an intake due to insufficient student numbers. In these rare circumstances, students that have not yet commenced the course will be notified in writing and will be given the option to transfer their enrolment to another course and/or study period or request a full refund of any fees paid in advance. If the student requests a full refund, the College will refund all tuition fees within two weeks of the course cancellation.

Where the College replaces an existing course with a new course, existing students enrolled within the proposed cancelled course will be given the option to either complete the existing course or transfer to the new course (subject to meeting the requisite entry requirements). In these situations, the College will put in place appropriate transitioning arrangements for students.

Tuition Assurance Scheme

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The College acknowledges and respects the privacy of individuals. We advise that the information you provide is "personal information" as defined by the Privacy and Personal Information Protection Act 1998. This information is collected for the purposes of processing your application or enquiry, keeping you informed of upcoming events and assisting us in improving our educational service. This information includes but is not limited to your personal contact details, course enrolment details and changes, and the circumstances of any suspected breach of a student visa condition.

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The College may be required to provide personal information to external organisations including the Australian Government and designated authorities in order to provide specific services and as required by law. This may include, but is not limited to sharing information with the Department of Immigration and Citizenship (DIAC), Department of Education, Employment and Workplace Relations (DEEWR), Australian Council for Private Education and Training (ACPET), the Tuition Assurance Scheme and ESOS Assurance Fund Manager, state and national regulatory bodies including VETAB (NSW), DETA (QLD), VRQA (VIC), Board of Studies (NSW), AUQA, NEAS and with College representatives/agents in order to provide overseas students with services. This information includes personal contact details, course enrolment details and changes and the circumstances of any suspected breach by the student of a student visa condition (National Code 2007, Standard 3.1). The College may also disclose information if it is reasonably believed to be necessary to prevent or lessen a serious threat to life or health of any person. The full, current Privacy Policy can be viewed online at: <http://www.think.edu.au/policiesandforms>. Contact your Course & Career Advisor or Agent if you would like a paper copy sent to you.

This 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.

Publication

These terms and conditions are to be published for students on the Think: Colleges website and on student *Written Agreements* to ensure current and prospective students have up to date and accurate information publicly available to them.

Responsibility	Group Colleges Director, Student Services Manager
Record Management	Student File, Hermes
Reference	Glossary of Terms
Policy Developed By	Compliance Manager
Policy Endorsed By	Academic Board
Policy Approved By	CEO
Policy Complies with	AQTF 2007 and National Code 2007
Version Number	1.0
Revision Date	Created December 2008