

CONDITIONS OF ENROLMENT

1. RESPONSIBILITY

- 1.1. Students must agree to adhere to the conditions of enrolment, which are outlined below.
- 1.2. Students must attend all classes when timetabled, unless there is a legitimate reason, e.g., illness, in which case a doctor's certificate must be presented.

2. PURCHASE OF BOOKS AND MATERIALS

Students may be required to purchase some materials or books and will be so advised by teachers, at a cost of approximately \$100 per course subject to market prices.

3. PROGRAM FEES

- 3.1. The schedule of fees is correct as of 1st Jan. 2015. TOP reserves the right to vary fees at any time.
- 3.2. Students must pay the tuition fees in one or two instalments. The first instalment is for one semester's tuition fee, plus the Overseas Students Health Cover fee (if applicable).
- 3.3. Payments must be made in Australian currency and can be made payable to TOP.

4. PROGRAM DURATION

Students will be advised of all details regarding course duration prior to enrolment. If a student is applying for RPL then there may be a change in a student's course duration which could have visa implications.

5. ACCOMMODATION

- 5.1. TOP may provide services such as home stay, hotel accommodation or rental of apartment/house for students on 20 days notice. The cost of the accommodation is subject to market prices.
- 5.2. Students must pay relevant accommodation fees and booking fees, and airport pick-up as outlined by TOP. These fees are payable when booking accommodation through Top Education, prior to commencement of courses.

6. CANCELLATION AND REFUND AGREEMENT

International Students Full Fee

Full tuition fee refunds are payable if:

- The institute (Top Education Institute TOP) is unable to provide the academic program offered (tuition and all other compulsory fees will be refunded in this circumstance).
- The offer of enrolment is withdrawn by TOP for reasons other than incorrect or incomplete information supplied by the student at the time of enrolment.
- An Australian visa application is refused before commencement of the course. Refund of all fees minus the lesser of administrative charge of 5% of the amount of course fee paid, or \$500. Students must supply evidence of their visa refusal to TOP.
- Approval of an Australian student visa is delayed for reasons beyond the student's control resulting in the student being unable to commence the program in which they have accepted an offer of a place. Refund of all fees minus the lesser of administrative charge of 5% of the amount of course fee paid, or \$500. Students must provide evidence that their visa has been delayed for reasons beyond their control.

Partial tuition fee refunds are payable in the following manner: the following %s are all based on the fees of 4 subjects in one semester/trimester no matter how many subjects enrolled.

80% When the student decides and gives a written notice of not to enrol at least four weeks prior to the commencement of the course.

50% When the student decides and gives a written notice of not to enrol less than four weeks prior to the commencement of the course, but before the relevant census date.

Unspent tuition fee When an Australian visa application is refused after the student has commenced the course.

No tuition refund is payable if:

- After census date, the student withdraws before completing the program. In this case the student is liable to pay the full tuition fee and any expenses, costs or disbursements incurred in recovering the tuition fees.
- The terms and conditions of the contract between the student and TOP are breached.
- The student's enrolment is cancelled by TOP after census date.

Tuition fee transfers after the program has commenced are solely at the discretion of TOP and are only made if the student is in the view that the student is more suitably placed in another institutional program for academic reasons which may include:

- Another institution is more suitable, for example, TAFE.
- Another program is more suitable for the student.
- Student is clearly not able to cope with the TOPs program academically.

The following fees are non-refundable *prior to the commencement* of the program:

- Enrolment fee;

The following fees are non-refundable *after the commencement* of the program:

- Overseas Student Health Cover (OSHC) fee;
- Fees charged for administrative services (for example, late fees, re-prints of transcripts).

To request a refund student must complete the 'Student Refund Application Form' and submit it to the Finance Department either by post, in person, by fax or by email. Where a refund is payable, the refund is made in Australian dollars, within 28 business days from the date the student lodges a written request for a refund of their tuition fees.

If the TOP is unable to provide the academic program offered then a full refund is payable within two weeks of the default day.

If TOP is unable to provide a refund, or place the student in an alternative course, then, under Division 3, the Tuition Protection Services, TPS Director will provide the student with options for suitable alternative courses (if any such courses are available).

TOP will notify, in writing, the Secretary and the TPS Director of the default within 3 business days of the default occurring. TOP will also notify, in writing, the students to whom the default has affected.

Under Division 4 ESOS Tuition Protection Services and other measures) ACT 2012, payments can be made out of the Overseas Students Tuition Fund to refund students, and to reimburse providers who provide students with alternative courses, if TOP has failed to discharge its obligations. (This is called making a call on the OSTF.)

In accordance with the requirements of the National Code, TOP acknowledges the right of a student to involve independent third parties for the resolution of disputes, including the right to take action under Australia's consumer protection laws. TOP's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.

Refunds in Exceptional Circumstances

Where a student or their representative gives written notice prior to the census date that he/she is withdrawing from a course due to exceptional circumstances being:

- a) Illness/disability; or
- b) Death of the student or close family member (parent, sibling, spouse, child) excluding pets, step siblings and first/second cousins; or

c) A political, civil or natural event which prevents full payment of fees or the students' attendance.

TOP as applicable may in its sole discretion grant a total or partial refund of tuition fees subject to the provision of documentary evidence in support of the application.

Deferral of Studies

Where a student, after accepting an offer of a place, gives written notice, any time prior to the Census date of their intention to defer their place in the course to the next available intake, all tuition fees will be transferred to the next available intake. The next available intake may be the following semester or following year. A place may be deferred for up to 12 months. If after deferring a student gives written notice that they do not intend to take their deferred place, a refund will be processed in accordance with the timeframes and circumstances relevant to the original deferral.

Refunds related to International Students who obtain Permanent Residency

An international student who is granted Permanent Residence status in Australia is eligible to pay Domestic Student fees. Permanent Resident status is recognised from the date dated on the student's passport, not the date on which the application for status is made. A student must show proof of stamped passport details before the commencement date in order to be eligible to pay domestic fees. If the student has already paid the tuition fees applying to international students for the semester, the difference in fees will be credited back to the student account for future use.

If the student has obtained residency after the commencement date the student must pay the international student fees and will be classified as an international student for the remainder of the semester.

Domestic Students

Full tuition fee refunds are payable if:

- TOP is unable to provide the academic program offered (tuition and all other compulsory fees will be refunded in this circumstance).
- The offer of enrolment is withdrawn by TOP for reasons other than incorrect or incomplete information supplied by the student at the time of enrolment.
- The student formally withdraws from the program or a subject of study on or before the census date.

Where a refund is payable, the refund is made in Australian dollars, within 28 business days from the date the student lodges a written request for a refund of their tuition fees.

If TOP is unable to provide the academic program offered then a full refund is payable within two weeks of the default day.

No tuition fee refund is payable if:

- The student formally withdraws from the program or a subject of study after the census date*. In this case the student is liable to pay the full tuition fee and any expenses, costs or disbursements incurred in recovering the tuition fees. No refund is applicable or the student will incur a FEE HELP Debt. A student may apply for special consideration in line with the FEE HELP Review Procedures.
- The terms and conditions of the contract between the student and TOP are breached.
- The student's enrolment is cancelled.

*Tuition fee transfers after the program has commenced are solely at the discretion TOP and are only made if the student is in the view that the student is more suitably placed in another institutional program for academic reasons which may include:

- Another institution is more suitable, for example, TAFE.
- Another program is more suitable for the student.
- Student is clearly not able to cope with course academically.

The following fees are non-refundable:

- Fees charged for administrative services (for example, late fees, re prints of transcripts).

In the unlikely event that TOP defaults, for unforeseen reasons, and is unable to provide a course of study or continue a course

of study, TOP's tuition assurance provider (ACPET) will arrange for students to enrol in a similar course of study and receive full recognition for any successfully completed subjects of study already undertaken. Students won't be charged for any subject of study they have already paid for.

Privacy Statement

Any information obtained from you by TOP will be handled in accordance with TOP's policy on maintaining the confidentiality and privacy of information. See section 10 for further detail.

7 WITHDRAWAL, REFUND AND TRANSFER TO OTHER INSTITUTIONS

- 7.1 Notice of withdrawal and requests for refunds must be made in writing to the Principal Administrator of Top Education.
- 7.2 Once a student has commenced any program offered by Top Education and has paid the Overseas Students Health Cover, this insurance will not be refunded.
- 7.3 TOP will not authorise the transfer of fees to other institutions, nor transfer funds to any other student's account.
- 7.4 If a student finishes a course early, the full tuition fees must be paid before any certificate is issued.
- 7.5 If a student wishes to transfer to another Institution within 6 months of study they may do so within limited circumstances and according to TOP's Policy for changing providers within the first 6 months. Any student wishing to do this should read the policy carefully in the student manual, then complete the release request form at the Administration Office. Students should provide a letter detailing the reasons behind the request for transfer and a letter of offer from the new institution. Students will be advised in writing of the application within 10 working days.

8 GRIEVANCE RESOLUTION

TOP has policies and procedures in place for the prompt and fair hearing of student difficulties and grievances. Should you not be satisfied with the outcome of the grievance procedure, you may pursue further action under Australia's consumer protection laws. Contact details are in the Student Manual and on the noticeboards at TOP.

9 SCHOOL AGE DEPENDANTS

Students with school age dependents accompanying them to Australia will also be required to pay full fees if they are enrolled in either a government or non-government school.

10 PRIVACY

TOP operates under the Privacy Act 1988 and complies with National Privacy Principles in respect of the collection, use and disclosure of personal information from individuals. However, students must be aware that personal information may be made available by TOP to Commonwealth and State agencies and the ESOS Assurance Fund Manager.