

ENROLMENT TERMS AND CONDITIONS

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1. Name change

Students must show documentary evidence (declaration from a lawyer, marriage certificate, etc.) if any of your official documents (birth certificate, academic results, etc.) show a name which is different from the one that you have used on the application form.

2. Contact details

If you change your current address you must notify the Institute within 7 days of the new address to which notices, invoices and academic results can be sent.

3. International student visas

International students who wish to study at AIBT need to ensure that their student visa is kept up to date. For more information, please check the Department of Immigration and Border Protection (DIBP) web site at <http://www.immi.gov.au/>. Students are not permitted to undertake part time study while on a Student visa.

4. Recognition of Prior Learning (RPL) and National Recognition

Students will be given recognition of prior learning against the units listed under the course they are enrolled in if they are able to provide evidence of prior learning.

Under National Recognition, students who have completed unit/s at another registered Australian training provider may apply for an exemption in the relevant unit/s. If the application is accepted, the student is granted an exemption in that unit.

For an exemption to be granted a written application should be submitted to the AIBT CEO within two weeks of joining the Institute. The application should include the evidence that the content, competencies achieved and normal duration of the prior courses are reasonably similar to the units being delivered at AIBT or evidence of demonstration of competency through prior work or life experience. **Original or verified copies of qualifications are required.** The decision regarding granting RPL or National Recognition exemptions rests with the CEO.

5. Payment of tuition fees

The required fee is payable on acceptance of the offer and signing of this agreement. Fees for all courses are payable at least one Semester in advance and will only be up to 50% of the total tuition fee.

However, students can *choose to pay more than 50% in advance*. This may suit students / parents who:

- Want to be able to take advantage of favourable exchange rates
- Want to secure the study placement for the entire time of the course

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- Prefer to have the convenience of paying only once

Late payment of fees will result in an additional \$250 fee being charged or you may lose your place in the course.

The Institute reserves the right to review its fees without notice. Students should check the fee details prior to payment.

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Schedule of Fees (AIBT) for 2017 (Fees \$AUD including GST where applicable)

Fees are subject to change without notice. Current maximum fees can be found on the website

For international students:	
2. English for Academic Purposes	\$350/week
3. BSB40215 Certificate IV in Business	\$13,750
4. BSB50215 Diploma of Business	\$15,750
5. BSB60215 Advanced Diploma of Business	\$15,750
6. ICT50715 Diploma of Software Development	\$18,250
7. BSB80615 Graduate Diploma of Management (Learning)	\$17,500
8. 39297QLD Graduate Diploma of TESOL	\$17,500
9. South Australian Certificate of Education (SACE)	\$16,000
For domestic students:	
10. English for Academic Purposes	\$350/week
11. BSB40215 Certificate IV in Business	\$4,000
12. BSB50215 Diploma of Business	\$4,000
13. BSB60215 Advanced Diploma of Business	\$9,800
14. ICT50715 Diploma of Software Development	\$10,950
15. BSB80615 Graduate Diploma of Management (Learning)	\$10,000
16. 39297QLD Graduate Diploma of TESOL	\$10,000
17. South Australian Certificate of Education (SACE)	\$6,000
Material Fee (compulsory)	
18. English for Academic Purposes	\$10/week
19. BSB40215 Certificate IV in Business	\$500
20. BSB50215 Diploma of Business	\$500
21. BSB60215 Advanced Diploma of Business	\$500
22. ICT50715 Diploma of Software Development	\$2,500
23. TAE80210 Graduated Diploma of Management (Learning)	\$500
24. 39297QLD Graduate Diploma of TESOL	\$500
25. South Australian Certificate of Education (SACE)	\$2,500

Scholarships may reduce the fees for courses.

SACE includes Certificate IV in Business

Other Services: (GST inclusive)

Accommodation:	
26. Accommodation Placement Fee	\$275
27. Airport welcome and transport to accommodation Fee	\$121 (One way)
Guardianship:	
28. 6 months Guardianship Fee – students under 18 years of age on arrival	\$1,650
29. 12 months Guardianship Fee – students under 18 years of age on arrival	\$2,420
Mandatory Charges: (subject to change by Government)	
Overseas Student Health Insurance - Information from Australian Government <i>It is highly recommended that you provide an OSHC with additional cover that commences at least a week before the date of course commencement & for two months extra if the course ends between 1 Jan to 31 Oct and till 15 March next year if the course ends between 1 Nov to 31 Dec. Provide evidence that you, and any family members included in your application, have OSHC that is valid until this date.</i>	
30. Single cover per month	\$47
31. 15 months' Single cover total	\$712
32. Family cover per month	\$427
33. 15 months Family cover total	\$7,348
Course fees include (Tuition fees):	
34. Induction Program	
35. AIBT Internal Student Counselling (academic and personal)	
36. Additional support – coaching and tutorials in English	
37. AIBT Library and internet access	
38. Organised social and recreational activities	
39. Unit learning guides and handouts	
Tuition fees do not include:	
40. Text and reference books and stationery (additional to student workbooks)	
41. Accommodation	
42. Meals and transport – including airport pickup on arrival	
43. International or Domestic airfares	
44. External Professional Services	
45. Material Fee - payable 1 Semester (2 terms) in advance	

6. Protection of Fees

Payments made by students prior to the commencement of the course(s) a student is enrolled in are deposited into a special AIBT Student Fees Account

Fees paid by international students for the Overseas Student Health Cover (OSHC) are deposited into the AIBT Student Fees Account and withdrawn and paid to the relevant Health Insurance Fund prior to the arrival of the student in Australia. Confirmation of the payment is made to the student or parent/guardian.

AIBT contributes to the Tuition Protection Service (TPS). The purpose of the Fund is to protect the interests of overseas students and intending overseas students of registered providers by ensuring that the students are provided with suitable alternative courses, or have their course money refunded, if the provider cannot provide the courses that the students have paid for. Further information about the TPS is available at: <https://tps.gov.au/>

7. Cancellations and refunds

By forwarding the enrolment application form you are automatically bound by the conditions of AIBT's refund policy. An acceptance of an offer of a placement in a course automatically binds students to the terms and conditions as advised.

AIBT's refund policy

This policy applies to both commencing and re-enrolling students. All requests for a refund must be submitted on a Refund Request Form to the Student Services Officer and must be accompanied by official documentary evidence of the grounds for the request. Enrolment fees, homestay placement fees, airport pickup fees and material fees are not refundable, except where it is specifically mentioned. Please read this section carefully.

Table of Refunds and conditions

Scenario	Refund
Enrolment Fee (\$250)	Non-refundable
Material Fee	Non-refundable after commencement date
GTE/GS assessment fee (\$250) <i>if applicable</i>	Non-refundable
Visa refused prior to course commencement	Full refund of tuition fees paid
Withdrawal at least 28 days prior to agreed start date (other than Visa refusal reason)	Refund of tuition fees paid less 10% administration fee (10% of tuition fees applicable for first term)
Withdrawal less than 28 days prior to agreed start date	80% refund (less 10% Admin Fees)
Withdrawal after the agreed start date	No refund
Visa cancelled due to actions of the student	No refund
Course withdrawn by AIBT	Full refund of tuition & material fees only
AIBT is unable to provide the course for which the original offer was made	Full refund of tuition & material fees only
Visa extension is refused	Refund of unused portion of tuition fees
Withdrawal from study after commencement of term (including where there has been low or no attendance)	No refund of term fees
Withdrawal from study and where fees have been pre-paid for terms not yet commenced	Refund of unused tuition fees paid in advance by the student for the following term/s* (less 10% Admin Fee)
<p>Please Note:</p> <p>* Refunds granted are related to tuition fees paid to AIBT in advance and not related to fees paid such as education agent's fees and Health Insurance.</p> <p>* If the student withdraws from the course after the course starts, the current terms' fees will be forfeited. Notification of Withdrawal from Studies form must be received 2 weeks prior to term commencement by Student Administration.</p>	

* No refunds will be paid to a third party. All refunds will be made by Direct Bank Transfer to the account of the person who made the original payment(s) within 28 days of receipt of application for refund.

* AIBT dispute resolution processes do not void the student's right to pursue other legal remedies.

* This agreement does not remove the right of either party to take further action under Australia's consumer protection laws for unpaid and overdue fees.

The refund policy is subject to review from time to time.

Further information and advice can be sought from:

Australian Skills Quality Authority

<http://www.asqa.gov.au/complaints/making-a-complaint.html>

Accommodation charges

The cost of accommodation is NOT included in the tuition fee. However, AIBT can arrange accommodation for an additional charge (see Program Fees Schedule). Please note that students who are under 18 years old at the time of their arrival in Australia will need to be accommodated in Homestay accommodation approved by the Institute.

Academic progress requirements

Admission, if granted, is subject to the continuous successful academic progress required of the student. The student needs to perform to at least pass standard in all units in order to continue to be enrolled in the course(s) offered by the Institute. Student visas issued by DIBP require that students maintain satisfactory academic performance during the entire duration of the course. AIBT monitors academic progress closely and takes action to advise and assist students to maintain the required academic standards.

8. Attendance requirements

There are strict attendance requirements for all the Institute's courses. Student visas issued by DIBP require that the students attend a minimum of 20 hours/week of classes and ***maintain a minimum of 80% attendance at all times***. Failure to meet these requirements will result in notification being made to DIBP. AIBT monitors student attendance closely and takes action to advise and assist students to maintain the required attendance levels.

7 Deferment and Extension of Study

Deferment

All requests for deferment must be received in writing. If a student wishes to defer the commencement date of study AIBT will hold the fees paid until commencement. If the student subsequently withdraws the conditions of the Refund Policy will apply.

Extension of Study

AIBT will only extend the duration of the student's study where it is clear that the student will not complete the course within the expected duration, as specified on the student's CoE, as a result of:

- compassionate or compelling circumstances (eg illness, where a medical certificate states that the student was unable to attend classes, or where AIBT was unable to offer the pre-requisite unit;
- AIBT implementing its intervention strategy for students who were at risk of not meeting satisfactory course progress; or
- an approved deferment or suspension of study has been granted under Standards 13 of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

9. Leave of absence

All requests for leave of absence must be received in writing. Where a student makes a request for leave of absence within the first four (4) weeks of the commencement of the course their fees will be carried over to the following term without penalty. Where a student subsequently withdraws, the normal refund policy will apply from the date of receipt of the written application for leave of absence. Where a student requests leave of absence in the fifth (5th) or subsequent week of their course all fees for the current term will be forfeited, but a place will be held for the following term. Students are reminded that, as a condition of the Student Visa, Leave of Absence may only be granted for illness or compassionate grounds.

10. Timetable

AIBT runs its courses from 9.00 am to 1.00 pm and 1.30 pm to 5.30 pm Monday to Friday. Students will be issued with a timetable at the time the Confirmation of Enrolment is sent.

11. Assessment procedures

Assessments are carried out for all the courses. The type of assessment depends on the subject or course. Typically, the assessment procedures include class activities, practical work, assignments, projects, case study; presentation and written tests. A candidate must satisfactorily complete all the required assessments to the required standard to gain a qualification.

12. Students' rights and responsibilities

Students' rights and responsibilities, including withdrawal arrangements, are outlined in the on the AIBT website: www.aibt.edu.au and in the Student Handbook also available on the AIBT website.

AIBT also has the right to ensure that individual students do not interfere with the delivery of courses offered by the Institute or the wellbeing of staff, other students, or visitors to AIBT. Students are expected to comply with the relevant rules and regulations of the Institute that apply to students and where there is a breach, students are subject to the Institutes discipline procedure.

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. Students may opt for third party representation at any stage of dispute resolution. Students may seek external assistance through:

Australian Skills Quality Authority (ASQA)

<http://www.asqa.gov.au/>

Where the student chooses to access AIBT's complaints and appeals processes based on Standard 8 of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007, AIBT will maintain the student's enrolment while the complaints and appeals process is ongoing.

13. Course Requirements

At AIBT we set and high standards in relation to course requirements. To successfully complete each of the courses offered by AIBT students are expected to meet the following course requirements

1. Attend at least 80% of lectures
2. Be on time for all lectures and appointments
3. Remain at lectures for their duration, except where prior permission has been granted to leave early
4. Notify AIBT of absence

5. Provide a doctor's certificate where absence is for more than 2 consecutive days
6. Submit all assignments by the due date unless an extension has been agreed between the student and the lecturer
7. Where resubmission is required, resubmit by the required due date
8. Refrain from copying other student's work or plagiarising
9. Fully reference any source information
10. Present all assessment documentation in typed format and to business presentation standards

14. Work Rights

Following commencement of your course you are permitted to work for up to 20 hours per week with a student visa during term and full time during semester breaks. Many students take advantage of this opportunity and it is a great way to practice and improve their English and meet a broader range of local people. Family members of students are not allowed to work until the student begins their course. They are allowed to work up to 20 hours per week at all times.

Our student counsellor provides assistance on how to find work and also the recommended study/work balance and required notification process. More information is available on the DIBP website at: <https://www.border.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students>

Please note, however, that severe penalties may apply if the work conditions of the student visa are breached.

15. Access to student's details

Information provided by the student is bound by the Privacy Act (1998) and is private and confidential. However, the information may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, under the AIBT's obligation to the ESOS Act and the National Code. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition.

16. Dependent children's education

Any school aged dependents (5 years to 17 years) accompanying overseas students to Australia will be required to pay full fees if they are enrolled in either a government or non-government school. Full details are available from AIBT and in the AIBT Brochure.

17. Governing Laws

This agreement between AIBT and the applicant is governed by the laws of the Commonwealth of Australia and the State of South Australia. The ESOS Act (2007) and Regulations set out the requirements with which CRICOS registered providers must comply. The ESOS (Assurance Fund

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Contributions) Act imposes the requirement to pay annual contributions and special levies to the assurance fund. The ESOS (Registration Charges) Act sets out the fees and charges to be paid by providers for registration on CRICOS.

Specific Laws relating to AIBT include:

- Training and Skills Development Act 2008 (SA)
- Privacy Act 1988
- ESOS Act 2000 (amended 2007)
- Equal Opportunity Act 1984 (SA)
- Racial Vilification Act 1996 (SA) and the racial victimisation provisions in the Civil Liability Act 1936_(SA)
- Whistle-blowers Protection Act 1993 (SA)
- Children's' Protection Act 1993 (SA)
- Work Health and Safety Act 2012 (SA)

18. Variation to Conditions of Enrolment

AIBT may, by providing written notice, vary the conditions of enrolment as required to comply with any new or amended laws or regulations of the Commonwealth of Australia or the State of South Australia.

AIBT also reserves the right to make business decisions about cancelling or modifying courses as required if numbers fall below what is required to continue with a program of study. From time to time course content may be adjusted to maximise the credit transfer available to students seeking a study path to university.

19. Emergency Medical Assistance or Care

Where AIBT deems that a student requires urgent medical assistance or care and it is not possible to contact the parent or guardian, AIBT is authorised to seek and provide appropriate medical assistance or care.

20. English Language Requirements

Where AIBT assesses that the English language skills of a student do not meet the minimum requirements for a course the Institute may enrol the student into a minimum of one (1) term and a maximum of three (3) terms English for Academic Purposes program, the length being determined by the time taken for the student to meet the minimum course English language requirements. Additional fees will be charged for this service as outlined in the English for Academic Purposes course fees.

21. Declaration and Signature

This agreement must be signed and dated by the student or parent/legal guardian prior to submission to and acceptance by AIBT.

Note: AIBT reserves the right to change the above terms and conditions without prior notice. Prospective students should check with AIBT to ensure that the information they have received is current.

The following information has been provided to the student and parent or guardian prior to the signing of this contract:

- Signed copy of the Training and Skills Commission's Code of Practice
- A copy of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.
- Course Information -Full details of all courses including the courses related to this contract are available at the AIBT website and have been provided to the student and/or parent or guardian prior to application. Course details are also included in this contract.
- The accreditation status of the course is included with the Course Information incorporated in the Brochure.
- Student selection, entry requirements, enrolment and induction/orientation procedures are outlined at the AIBT website and comprehensive brochure.
- Commencement dates and duration of courses are included in the comprehensive brochure and in this contract.
- The time commitment involved in undertaking the training offered is included in the brochure and induction information.
- The requirements to achieve a qualification are outlined in the comprehensive brochure and in the course information.
- The qualifications/certification to be issued on completion or partial completion of the course of study are outlined in the comprehensive brochure and the course information.

- The Australian and overseas recognition given to the qualifications is outlined in the course information
- Teaching methods used (including field trips) are included in the course information.
- Policies on assessment, including methods, grading and resubmission of work etc are included in the course information.
- Recognition of Prior Learning (RPL) and National Recognition arrangements are included in the comprehensive brochure and in the course information.
- Itemised list of fees payable are included in the comprehensive brochure, the course information and application form.
- The conditions under which students will be eligible to receive a refund of fees are included in the comprehensive brochure, conditions of application and separate refund policy available on the AIBT website and Student Handbook.
- Arrangements for the protection of students' fees are included in the comprehensive brochure, conditions of application and separate Tuition Assurance Scheme (TAS) policy available on the AIBT website and Student Handbook.
- Internal and external grievance/appeal processes are available on the AIBT website and Student Handbook.
- Students' rights and responsibilities, including withdrawal arrangements are available on the AIBT website and in the Student Handbook.
- The AIBT's rights and responsibilities are available at the AIBT's website and in the Student Handbook
- Conditions under which tuition may be terminated are available at the AIBT's website and in the Student Handbook.
- Welfare and guidance services relevant to overseas students are included in the comprehensive brochure and in the Student Handbook.
- General description of:
 - The facilities (classrooms, furniture, fittings, etc.)
 - The equipment (e.g. AV teaching aids)
 - The learning resources (reference texts and software) available to students undertaking the course are outlined in the comprehensive brochure and Student Handbook.
- Work rights -The work rights of international students are outlined in the comprehensive brochure, conditions of application, AIBT's website and Student Handbook

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- Course requirements (including the need to be enrolled in a full time course of study, and requirements relating to attendance and academic progress are outlined in the comprehensive brochure, conditions of application, AIBT's website and Student Handbook.
- The requirement to maintain current overseas student health cover for the duration of the course(s), and to maintain adequate arrangements for the education of dependents are outlined in the comprehensive brochure, conditions of application, AIBT's website and Student Handbook.
- The requirement to seek prior approval from DIBP or its equivalent for certain course changes, or before commencing a new course, or changing courses.
- Information about the minimum level of English language proficiency, educational qualifications and work experience required for the student to be accepted for the course (unless this is clearly not relevant) including bridging courses and details of pre- and in-session English language programs are outlined in the comprehensive brochure, course information, conditions of application and Student Handbook.
- An accurate representation of the local environment in which AIBT is operating including location of campuses and indicative costs of living are included in the comprehensive brochure, Student Pre Departure Induction, Accommodation Information and Student Handbook.
- Advice that any school-aged dependents accompanying an international student to Australia will be required to pay full fees if they are enrolled in either a government or non-government school are outlined in the comprehensive brochure, conditions of application and Student Handbook.
- Provisions of the Migration Act and Regulations governing overseas student entry and stay in Australia are outlined in the comprehensive brochure, conditions of application, Student Pre-Departure Induction and Student Handbook.

Please Note: *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.*

ATTACHMENT 1

SECTION 3 – TRAINING AND SKILLS COMMISSION

CODE OF PRACTICE—OVERSEAS STUDENTS

FOR EDUCATION AND TRAINING ORGANISATIONS REGISTERED TO PROVIDE TRAINING SERVICES AND ASSESSMENT SERVICES AND ISSUANCE OF RECOGNISED QUALIFICATIONS TO OVERSEAS STUDENTS

Introduction

This *Code of Practice* provides the basis for good practice in the marketing, operation, financing and administration of education and training services to overseas students by Adelaide Institute of Business and Technology Pty Ltd, a Training Organisation registered in South Australia by the Training and Skills Commission.

This *Code of Practice* complements the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* established under Commonwealth law (the *ESOS Act, 2000* and *ESOS Regulations 2001*).

For the purpose of this *Code* “student” (or parent or legal guardian if the student is under 18 years of age) refers to any person (whether within or outside Australia) who holds a student visa as defined by the *ESOS Act, 2000*, and is participating in education or training delivered by this organisation. A “client” is a person or organisation who may enter into a contract with the registered training provider for the delivery of education and training services. “*National Code*” refers to the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*.

1. Provision of Training and Assessment Services

- 1.1. AIBT has policies and management practices that maintain high professional standards in the delivery of education, training and assessment services, and which safeguards the interests and welfare of students
- 1.2. AIBT maintains a learning environment that is conducive to the success of students
- 1.3. AIBT has the capacity to deliver and assess the courses/ qualifications for which it has been registered, including: human and physical resources that meet the requirements of Standard 14 of the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*
- 1.4. AIBT monitors and assesses the performance and progress of its students
- 1.5. AIBT ensures that assessments are conducted in a manner that meets the endorsed components of the relevant Training Package(s) and/or recognised courses
- 1.6. AIBT is committed to the principles of access and equity in the delivery of its services.

Issuance of Qualifications

- 1.7. AIBT issues Qualifications and Statements of Attainment to students who meet the required outcomes of a Qualification or Unit of Competence, in accordance with all relevant National Guidelines, acknowledging where applicable.

2. Marketing of Training and Assessment Services

- 2.1. AIBT accepts responsibility under this Code of Practice for the actions of its appointed agents or those responsible for the provision of a course under an arrangement with AIBT in relation to information on the recruitment and placement of overseas students, including prescriptions specified at Standards 1 and 4 of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007
- 2.2. In marketing our services to overseas students, AIBT aims to enhance the reputation of South Australia and Australia as a source of quality education and training
- 2.3. AIBT markets its services consistently with the educational, cultural and regulatory systems of countries in which it seeks to market and accurately represents education and training products and services to prospective students and clients
- 2.4. AIBT accurately represents recognised education and training products and services to prospective students and clients and does not: make any inaccurate claims of association with any other provider or organisation, or give inaccurate advice as to acceptance into another course draw false or misleading comparisons with any other provider or qualification
- 2.5. AIBT gains written permission from a student or client before using information about that individual or organisation in any marketing materials
- 2.6. AIBT ensures students and clients are provided with full details of conditions in any contract arrangement with the organisation and will not enrol a student unless we have provided the student with accurate and current information consistent with Attachment A to this Code.

3. Recruitment and Placement

- 3.1. AIBT ensures that offers of course placement are based on assessments by qualified persons of the extent to which the student's qualifications and proficiencies are appropriate to the course of education /training
- 3.2. AIBT obtains evidence that assessment of an intending overseas student's proficiency in English has been carried out (unless this is clearly not relevant). Evidence of assessment meets the requirements of the Migration Regulations

- 3.3. AIBT ensures that the educational background and English language proficiency of intending students is assessed by suitably qualified persons, and provides for the training of such staff and agents, as appropriate
- 3.4. AIBT includes, in any offer of course placement, information on requirements for English language skills (unless this is clearly not relevant), or bridging courses where these are considered necessary
- 3.5. AIBT provides accurate information to overseas students of the requirements of courses, enrolls overseas students only in courses as defined in Standard 1 and 9 and under Part C, Section 7, Course Duration of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 under the ESOS Act, 2000.
- 3.6. AIBT notifies and has a documented process for the notification of the relevant Commonwealth authority, for matters relating to overseas student attendance.
- 3.7. AIBT ensures that the recruitment and placement of overseas students complies with equal opportunity legislation and is consistent with DIBP requirements.

4. Recognition of Prior Learning/Recognition of Current Competence

- 4.1. In instances when AIBT grants RPL, it does so in accordance with a documented process, maintains records of RPL assessments and in compliance with the requirements specified in Standards 2.1 (a) and 12 of the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*.

5. Financial Standards

- 5.1. AIBT provides on an annual basis a statement from an appropriately qualified accountant attesting to our financial viability
- 5.2. AIBT has appropriate measures in place to ensure students are not financially disadvantaged in the event of the financial failure of the organisation
- 5.3. AIBT makes available to students our fair and equitable refund policy which is consistent with Standards 2.1 (e) and 3 of the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* under the *ESOS Act, 2000*
- 5.4. AIBT ensures that the contractual and financial relationship between the student/client and the organisation is fully and properly documented consistent with Standards 3 and 13, and the copies of the documentation at Attachment A, are made available to the student/client. AIBT will not accept payment of any fees for a course from an overseas student unless AIBT has rendered unto the student:

- 5.5. A copy of the agreement, if the provider and the student have a written agreement in accordance with ss 28(1) of the *ESOS Act 2000*; or
- a. A statement in writing to that effect, if there is no such agreement
 - b. Advice in relation to refunds specified in Standard 3.2 of the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* and covered by the provisions of the *ESOS Act, 2000* and the *ESOS Regulations 2001*.

6. Information

- 6.1. AIBT has a documented process for ensuring the information provided in Attachment A, is current and relevant
- a. AIBT has a process for ensuring students are aware that, under the *ESOS Act, 2000*, any personal information may be made available to the state recognition authority, the Commonwealth and the Manager of the *ESOS Assurance Fund*
 - b. AIBT advises and has a process for advising students of:
 - i. changes to student visa conditions as advised by the DIBP or its equivalent
 - ii. changes to the student's enrolment;
 - iii. breaches by students of student visa conditions relating to attendance or satisfactory academic performance
 - c. AIBT will ensure that staff are informed of their responsibilities under this Code of Practice, consistent with Standard 6.7 of the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*, the *ESOS Act, 2000* and the *ESOS Regulations, 2001*.

7. Student Support Services

AIBT has documented processes that ensure the protection for the health, safety and welfare of students together with adequate and appropriate support services in relation to student accommodation, orientation, academic and personal counselling.

AIBT has documented processes that enable the discharge of our responsibilities under DIBP requirements to approve accommodation/welfare arrangements for overseas students under 18 years of age. AIBT has documented processes to ensure adequate orientation, information and advice on accommodation, concurrent assistance, bridging courses and welfare facilities. AIBT has documented processes consistent with Standards 5, 6 and 7.3 (ii) of the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students*

2007 or the appointment and direction of a suitably qualified person as a contact officer for overseas students.

8. Complaints and Appeals Mechanisms

AIBT ensures that students and clients have access to a fair, equitable and inexpensive process for expeditiously dealing with grievances and provides an avenue for students to appeal against decisions that affect their progress.

Every effort is made by AIBT to resolve students and client's grievances. For this purpose, AIBT has a grievance policy and a member of staff is identified as the reference person for such matters. The grievance mechanism as a whole is made known to students at the time of enrolment.

Where a grievance cannot be resolved internally, AIBT advises students and clients of arrangements in place for a person or body independent of and external to the registered provider to hear complaints or appeals consistent with Standard 8 of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

9. Record Keeping

AIBT keeps complete and accurate records of the attendance and progress of students. We also keep financial records that reflect all payments and charges, the balance due, and provide copies of these records to students on request.

10. Quality Control

AIBT seeks feedback from students and clients on their satisfaction with services received and seek, through our fully documented quality assurance mechanisms, to improve our service.

11. National Requirements

AIBT complies with the ESOS Act, 2000, ESOS Regulations, 2001 and the National Code of Practice for *Registration Authorities and Providers of Education and Training to Overseas Students 2007*.

Signed :



Kerrie Evans

CEO

Adelaide Institute of Business and Technology

Dated: 22/08/2017

ATTACHMENT 2

CODE OF PRACTICE – OVERSEAS STUDENTS
INFORMATION TO BE PROVIDED TO STUDENTS BY THE REGISTERED TRAINING PROVIDER
BEFORE ENTERING INTO A CONTRACT WITH THEM.

1. copy of the signed Training and Skills Commission's Code of Practice
2. copy of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007
3. course information, including content and vocational outcomes
4. the accreditation status of the course
5. student selection, entry requirements, enrolment and induction/orientation procedures
6. the commencement dates and duration of courses
7. the time commitment involved in undertaking the training offered
8. requirements to achieve the qualification
9. the qualification/certification to be issued on completion or partial completion of the course of study
10. Australian and overseas recognition given to qualifications
11. teaching methods used (including field trips or work experience requirements)
12. policies on assessment, including methods, grading, resubmission of work etc
13. Recognition of Prior Learning (RPL) arrangements
14. itemised list of fees payable
15. the conditions under which students will be eligible to receive a refund of fees
16. arrangements for the protection of students' funds
17. internal and external grievance/appeal processes
18. students' rights and responsibilities, including withdrawal arrangements
19. Registered Training Provider's rights and responsibilities
20. conditions under which tuition may be terminated
21. welfare and guidance services relevant to overseas students

22. general description of:
 - a) the facilities (for example classrooms, furniture, fittings)
 - b) the equipment (for example audio-visual teaching aids)
 - c) the learning resources (for example reference texts and software) available to students undertaking the course
23. work rights
24. course requirements (including the need to be enrolled in a full time course of study, and requirements relating to attendance and academic progress)
25. the requirement to maintain current overseas student health cover, and to maintain adequate arrangements for the education of dependants
26. the requirement to seek the prior approval of DIBP or its equivalent for certain course changes, or before commencing a new course, or changing courses
27. Information about the minimum level of English language proficiency, educational qualifications and work experience required for the student to be accepted for the course (unless this is clearly not relevant), including bridging courses and details of pre- and in-sessional English language programs
28. An accurate representation of the local environment in which AIBT is operating, including location of campuses and indicative costs of living
29. Advice that any school-aged dependants accompanying an international student to Australia will be required to pay full fees if they are enrolled in either a government or non-government school
30. Provisions of the Migration Act and Regulations governing overseas student entry and stay in Australia