





## Written Agreement (International Student)

ALL SECTIONS OF THIS DOCUMENT CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE STUDENT AND SIBN

<http://www.sibn.nsw.edu.au>. All our courses require applicants to be 18 years or older and have proficiency in English equivalent to the level of IELTS 5.5 or higher, except Certificate III Business requires IELTS 5.0 or higher.

### PART C: EDUCATION AGENT DETAILS

Agent name: \_\_\_\_\_

Name of contact Counsellor: \_\_\_\_\_

Email Address: \_\_\_\_\_

Nominate this Education Agent to be my agent  Yes

for the entire duration of enrolment  No

Do you identify yourself as having disability? (Please tick)

- No  Yes, Hearing/Deaf  
 Yes, Intellectual  Yes, Vision  
 Yes, Learning  Yes, Physical  
 Yes, Medical  Others, Please specify \_\_\_\_\_

International students must maintain Overseas Student Health Cover (OSHC) for the proposed duration of their Student Visa. SIBN College can arrange visa length cover on request, with **OSHC Insurance**, our preferred provider of OSHC.

Yes, please arrange OSHC

Single  Dual Family  Multi Family

**Dual Family:** covers one valid Student Visa holder plus either one adult spouse or recognized de-facto partner or one or more dependent children.

**Multi Family:** covers one valid Student Visa holder plus more than one dependent which can only include on adult spouse or recognized de-facto partner and one or more dependent children.

No, I will make my own OSHC arrangements for the duration of my Student Visa  
 If you have a current OSHC, please quote your policy expiry date: \_\_\_\_\_

### PART D: ADDITIONAL INFORMATION

Have you **SUCCESSFULLY** completed any of the following qualifications?

- Bachelor Degree or Higher Degree  
 Advanced Diploma or Associate Degree  
 Diploma (or Associate Diploma)  
 Certificate IV (or Advanced Certificate/Technician)  
 Certificate III (or Trade Certificate)  
 Certificate II  
 Certificate I  
 Other education (including certificates or overseas qualifications not listed above)  
 I've never completed any qualifications

Do you wish to apply for Credit Transfer or RPL?

Yes  No

Language and Cultural Diversity In

Which country were you born?

Australia  Other (Please specify): \_\_\_\_\_

Do you speak a language other than English at home?

No, English Only  Yes (Please specify): \_\_\_\_\_

Are you Aboriginal or Torres Strait Islander origin?

No  Aboriginal  Torres Strait Islander

Do you have the following computer knowledge and skills to complete the course?

- Basic Word Processing  Basic Email knowledge  
 Basic Excel Spreadsheet knowledge  PowerPoint presentation knowledge  
 Using of Skype, Webcam, Mobile (for Online students)

If SIBN identifies you need additional Language and Literacy (LLN) support during the placement test, will you be happy to undertake recommended additional support program?

Yes  No

Does your preferred learning style align with the delivery methods, proposed learning strategies and training materials of the course?

Yes  No

What do you hope to achieve with this qualification and what are your career plans after you finish studying?

- Get a job  Learn more about this industry  
 Get a promotion  Increase my confidence  
 Upgrade or enhance my skills  Expand my knowledge  
 Establish a business  Other (please specify) \_\_\_\_\_  
 Continue on for more studies at a higher level \_\_\_\_\_

Do you have any knowledge of this industry or experience with this type of course for which you will study?

- No  
 Yes. Please describe below and know that you may be asked for further evidence.

### PART E: USI APPLICATION THROUGH SIBN

If you would like us to apply for a USI on your behalf you must authorise us to do so and declare that you have read the privacy information at [here](#).

You must also provide some additional information as noted at the end of this form so that we can apply for a USI on your behalf.

I [NAME] \_\_\_\_\_ authorize  
 [insert RTO name] \_\_\_\_\_

\_\_\_\_\_ to apply pursuant to sub-section 9(2) of the Student Identifiers Act 2014, for a USI on my behalf.

*I have read and I consent to the collection, use and disclosure of my personal information (which may include sensitive information) pursuant to the information detailed at [Privacy Information](#).*

Town/City of Birth \_\_\_\_\_

*(please write the name of the Australian or overseas town or city where you were born)*

We will also need to verify your identity to create your USI.

Please provide details for **one** of the forms of identity below (numbered 1 to 8).

Please ensure that the name written in 'Personal Details' section is exactly the same as written in the document you provide below.

#### 1. Australian Driver's License

State: \_\_\_\_\_ License Number: \_\_\_\_\_

#### 2. Non-Australian Passport (with Australian Visa)

Passport number \_\_\_\_\_

**Please note:**

*In accordance with section 11 of the Student Identifiers Act 2014, SIBN will securely destroy personal information which we collect from individuals solely for the purpose of applying for a USI on their behalf as soon as practicable after we have made the application or the information is no longer needed for that purpose.*

### PART F: FEES

\*On accepting the Offer students must pay the first payment installment of tuition fees as listed in the Payment Installment Schedule in the Letter of Offer, the materials and application fee.

\* Fees must be paid in order to obtain an eCOE and to secure a place prior to course commencement date.

\*The remaining tuition fees must be paid by the due date as listed in the payment Installment Schedule.

\*Tuition fees are to be paid through EFT direct bank deposit to SIBN (*please see bank details*)

\*SIBN College will not be responsible for any money paid to agent or third party.

\* Tuition fees DO NOT include application fee, accommodation placement, excursions, airport pickup, transport, living expenses and stationery.

\*Material Fee cover a ToolKit, Uniform and Learning and Assessment materials. For more information regarding fees and payments, please go to :

[https://www.sibn.nsw.edu.au/downloads/SIBN\\_Course\\_Fee.pdf](https://www.sibn.nsw.edu.au/downloads/SIBN_Course_Fee.pdf)  
[https://www.sibn.nsw.edu.au/downloads/SIBN\\_Hospitality\\_Course\\_Fee.pdf](https://www.sibn.nsw.edu.au/downloads/SIBN_Hospitality_Course_Fee.pdf)  
[https://www.sibn.nsw.edu.au/downloads/SIBN\\_Commercicokery\\_Course\\_Fee.pdf](https://www.sibn.nsw.edu.au/downloads/SIBN_Commercicokery_Course_Fee.pdf)

\* Non-Tuition fees

Enrolment Fee	\$200 / non-refund
Material Fee/leadership Marketing	\$50 / 3 months
Commercial cookery Material Fee	\$1000
Admin Fee	\$250(if visa refused)



## Written Agreement (International Student)

ALL SECTIONS OF THIS DOCUMENT CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE STUDENT AND SIBN

Late Fee	\$100 /perweek(late payment)
Late Assessment Fee	\$75 / assessment
<b>Acceptance Procedure:</b>	
<ol style="list-style-type: none"> <li>As soon as decision is made on your eligibility, you will be informed of the outcome.</li> <li>If your application is successful you will receive a Letter of Offer stating the course, for which you have been accepted, courses fee to be paid, commencement date and Overseas Student Health Cover Information</li> <li>When you have paid your fees, a Confirmation of Enrolment will be sent to you, and SIBN will have Department of Home Affairs advised within 14 days.</li> </ol>	

### PART G: REFUNDS

- The request for refund must be made in writing to the Administration manager by using the Refund Application Form. The Applicant confirms that all the information provided in this application is complete and correct.
- The Applicant agrees to be bound by SIBN rules and regulations in force from time to time and otherwise to follow acceptable codes of behaviour, attendance and academic performance and show a concern for other students.
- All fees and charges must be paid in full prior to course commencement unless a "payment plan" is arranged with SIBN. Student tuition fees are safeguarded through the use of insurance and assurance schemes mandated by Australian Legislation.
- A non-refundable Enrolment/Application fee and CoE issuing fee (exclusive of tuition fees and material fees) is required at the time of enrolment and this guarantees your place in the course. The enrolment deadline is 10 working days after the commencement of the course.
- Students, who fall behind in the payment of their fees or fail to pay their tuition fee on the due date, may be charged a late payment fee of \$100.00 per week or may be refused training and assessment services and any requests until such times as the fees are paid and up-to-date. Please note that students will be required to maintain academic course progress in consultation with the Academic Coordinator. Should fees remain overdue for more than one day after the due date.
- SIBN will inform the student of their intention to report them for non-payment of fees to DHA via PRISMS. No refunds will be paid to a third party unless it is indicated at the time the Refund Application Form is lodged, that any refunds due are payable to a third party.
- Where a refund is approved, SIBN College will make payment of refunds within 28 days of receipt of the Refund Application Form.
- In the case of default by SIBN College, the provisions of the ESOS Act 2000 and the ESOS Regulations 2019 apply. For further information about the ESOS Act please see <https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>
- Refund procedure and Amount for student default

Enrolment Fee	No Refund
<b>Tuition Fees</b>	
Visa rejected (Offshore or onshore student before commencement of the Course)	Refund of tuition fee less A\$250 Admin 100% refund of material fee
Visa rejected (Onshore student after commencement of the course)	Charged according to the study period and No refund of Material fee Less A\$250
Withdrawal notified in writing and received by SIBN 28 days or more prior to Course Commencement	70% refund of tuition fee 100% refund of material fee
Withdrawal notified in writing and received by SIBN less than 28 days prior to Course Commencement and before the commencement date	50% refund of tuition fee 100% refund of material fee
Withdrawal after the initial course agreed start Date*	No refund
Visa or CoE cancelled due to student breach of their visa conditions or misbehavior by the student	No refund
Incorrect, fraudulent or misleading information or document submitted by the student or the authorized education agent	No refund
Does not commence (i.e Does not arrive, or has not arranged with us for a later start because of health or compassionate reason)	No refund

Note: > \* Initial course agreed start date is the date of the First Confirmation of Enrolment (CoE) issued to the student, prior to any deferment, suspension or revisions.

> Deferment, Suspension or Cancellation of Enrolment Application Form must be received at least 28 days prior to the commencement of the following term/s.

> For deferment, No refund will be applicable unless visa has not been granted. No refund will be given after an approved deferment or suspension.

10. 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.

11. The Standards for RTOs require the Institute to inform students considering enrolment of their right to a statutory cooling off period. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty.

12. It must be noted that our Institute does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period is not applicable to our students who have enrolled into a course. For refund option in other circumstances, students must refer to the refund policy.

- In the unlikely event that SIBN is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by SIBN at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If SIBN is unable to provide a refund or place you in an alternative course the Tuition Protection Service (TPS) will be responsible for providing refunds or providing assistance to locate an alternative.
- Fees not listed in the refund section are not refundable. Prior to a student enrolling fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.
- Students wishing to defer the commencement of studies or suspend their studies must complete deferral or suspension form and submit to SIBN. SIBN may decide to suspend or cancel a student's enrolment on its own initiative as a response to misbehavior by the student. Deferral of commencement, suspension of enrolment and cancellation of enrolment have to be reported to Department of Home Affairs and may affect the status of a student visa.
- Students must notify SIBN of changes of address, telephone number, email address and fax number within 7 days they occur. Failure to do this may mean student do not receive important information which may affect their course, their enrolment or the visa.

### PART H: TERMS AND CONDITIONS

#### Course commencement

If a student fails to commence the course within 14 days of the nominated course start date, the Institute will notify Department of Home Affairs via PRISM.

Any student cannot commence the course due to visa rejection or any other circumstances faced by the student after being issued a visa, the student must inform the Institute immediately.

#### Academic Progress

Students must maintain satisfactory academic progress at all times. All the courses are scheduled 20 Scheduled courses contact hours Students are expected to attend classes regularly to maintain satisfactory course progress each term.

#### Attendance Monitoring

All students must attend their schedule classes to maintain satisfactory academic progress. They must have a minimum of 80% attendance at all times throughout their enrolment periods. If an overseas student is making satisfactory progress in their course without attending scheduled classes then the course duration will be shortened to the minimum duration required given the student's existing skills and knowledge, while maintaining the minimum scheduled course contact hours (20 hours) per week. Please note that, the regulator (ASQA) may, at any time, require a training provider (SIBN) to implement policies and procedures to monitor minimum attendance requirements and if students don't meet these requirements, they will be in breach of a condition of their visa.

#### Overseas Student Health Cover (OSHC)

All International Students are required to pay Overseas Student Health Cover (OSHC) and maintain cover for the full length of their visa. It is also the student's responsibility to check the conditions of this health cover.

#### Issuing of Certificates and Delivery

SIBN is solely responsible for the delivery of all courses and for the issuance of their certifications.

#### Complaints and Appeals Policy

Students have access to a Complaints and Appeals procedure if they feel they have been unjustly treated or have a serious complaint. Students who feel they have any type of complaint should first contact the Administration Manager. If necessary the complaint will be referred to the Principal Executive Officer in order to resolve the situation. A student dissatisfied with an activity or a decision regarding their academic outcomes can voice their concerns to the staff member concerned and, if appropriate, appeal to the Principal Executive Officer.

If students are still dissatisfied with the outcome of the complaint / grievance / appeal then students may lodge an external appeal or complain about the decision with the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider. See the Overseas Students Ombudsman website <http://www.ombudsman.gov.au/How-we-can-help/overseas-students> or phone 1300 362 072 for more information.

#### Student Code of Conduct

All people associated with SIBN have the same rights. Harassment, bullying and victimisation will not be tolerated at SIBN. Discrimination on any grounds is unacceptable. Students who feel that they are being sexually harassed or are the victims of any sort of racism should initially contact the Administration Manager. If the complaint is sufficiently serious, the Principal Executive Officer may establish a formal inquiry and/or refer to external authorities.

#### Change of Address and Contact Details

Upon arriving in Australia you are required to advise us of your residential and email address, telephone number and of any subsequent changes to these contact details. It is your responsibility to ensure that you always update your contact details at the Institute to ensure you receive important information about your course, fees receipts and any other important information at least every 6 months.

#### Privacy Notice

##### Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

##### How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

##### How we disclose your personal information

We are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETRA Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETRA Act) to disclose your personal information to the relevant state or territory training authority.

##### How the NCVER and other bodies handle your personal information

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETRA Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education,



**Written Agreement (International Student)**

ALL SECTIONS OF THIS DOCUMENT CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE STUDENT AND SIBN

Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- ❖ Administration of VET, including program administration, regulation, monitoring and evaluation
- ❖ facilitation of statistics and research relating to education, including surveys and data linkage
- ❖ Understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at [www.ncver.edu.au/privacy](http://www.ncver.edu.au/privacy).

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DESE is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at <https://www.dese.gov.au/national-vet-data/vet-privacy-notice>.

**Surveys**  
You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

**Contact information:**  
At any time, you may contact SIBN to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

**SIBN contact details-**  
**Level 5 & 7, 140 Elizabeth St. Sydney, NSW 2000**  
**Tel: +612 9299 8766** E-mail: [info@sibn.nsw.edu.au](mailto:info@sibn.nsw.edu.au) Website: [www.sibn.nsw.edu.au](http://www.sibn.nsw.edu.au)

*To access SIBN's privacy policy, please refer to the Student Handbook available on our website*

**Disclosure of Personal Information**  
Information is collected during your enrolment in order to meet our obligations under the ESOS Act and the National Code, to ensure student compliance with the conditions of their visa 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 2019 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS).

In other instances, information collected during your enrolment can be disclosed without your consent where authorised or required by law, this may include and the circumstance of any suspected breach by the student of a student visa condition.

**PART I: STUDENT DECLARATION**

I understand the terms of this Contract and the refund conditions and confirm that I have been fully advised of the fees, refund conditions and conditions of enrolment and agree to be a student at SIBN. I also consent to the collection, use and disclosure of my personal information in accordance with the National VET Data policy.

Information is collected on this form and during your enrolment in order to meet SIBN obligations under the ESOS Act and the National Code 2018; and to ensure student compliance with the 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 2019 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS). In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

Applicant Signature ..... Date ..... / ..... / .....

**PART J: PROVIDER ACCEPTANCE**

**Accepted by IBN College Pty Ltd T/A SIBN**

**Signed** ..... **Date**...../...../.....

**Name of the authorized SIBN employee accepting the application**.....