



The Best Path to Your Success

**IESC**

International Education Specialist College Pty Ltd T/A IESC  
ABN: 35 603 027 470 RTO No.: 45999 CRICOS Provider No.03421K  
Address: Level 5, 140 Elizabeth St. Sydney, NSW 2000  
Tel: +612 8068 4336 Fax: +612 9299 8722  
E-mail: [admin@iesc.nsw.edu.au](mailto:admin@iesc.nsw.edu.au)

## **International Education Specialist College Pty Ltd Trading as IESC International Student Written Agreement**

### **Written Agreement Between IESC and The Student**

|  |    |
|--|----|
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#### **Instructions for The Student:**

All sections of this document constitute the written agreement between the student and IESC.

1. Please read this agreement carefully and complete Part A.
2. Please carefully review the terms and conditions of this offer in Part B.
3. If you agree with this International Student Written Agreement:
  - Sign Part C Acceptance Declaration.
  - Initial and date the bottom of each page to identify that you have read and agree with the contents of this International Student Written Agreement.
  - Email a copy of the signed International Student Written Agreement and a copy of the 'details page' of your passport to IESC.
  - Prior to commencement of the course pay the required payments to IESC by bank cheque, credit card or telegraphic transfer.
    - Note: fees will not be accepted until the IESC has received and accepted a completed and signed copy of the International Student Written Agreement. After your acceptance documents have been received and accepted and fees paid, IESC will send you a copy of your Confirmation of Enrolment (CoE) so that you can apply for your student VISA.

#### **Student support services**

The College designated member of staff to be the official point of contact for students between 9:00 to 16:00 From Monday and Friday:

**Name:** Ms. Lou Sinchai

**Email:** [studentservice@iesc.nsw.edu.au](mailto:studentservice@iesc.nsw.edu.au)

**Ph:** 02 80684336

**Part A. Student and Course Selection Information****A1. Student personal details**

Title: Mr. /Mrs./Ms./ Miss..... Family Name..... Given Name .....

Gender [ ] Male [ ] Female [ ] Other Date of Birth ..... / ..... / ..... Nationality.....

Passport NO.: ..... Country of Issue:..... Expired date on..... / ..... / .....

Unique Student Identifier (USI) 

|  |  |  |  |  |  |  |  |  |  |
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**Contact Details:**

Are you currently in Australia? [ ] Yes [ ] No - my expected arrival date is ..... / ..... / .....

**Address in Australia (If you are in Australia)**

Unit number/ Street number..... Street name..... Suburb, Locality or Town .....

State/Province..... Postcode..... Mobile..... Email.....

**Overseas Address (required)**

Unit number/ Street number..... Street name..... Suburb, Locality or Town .....

State/Province..... Postcode..... Mobile..... Email.....

**Who should we contact in an emergency**

Name ..... Relationships ..... Mobile .....

Address ..... Email.....

**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 - Go to the question 3

☐ Yes, other – Please specify.....

Are you of Aboriginal or Torres Strait Island Origin?

☐ Yes

☐ No

**Disability**

Do you consider yourself to have a disability, impairment or long-term condition?

☐ Yes. Please provide details .....

☐ No.

**Schooling and Previous qualifications achieved**

What is your highest COMPLETED school/qualification level?

☐ Year 12 or equivalent

☐ Year 11 or equivalent

☐ Year 10 or equivalent

☐ Year 9 or equivalent

☐ Year 8 or below

☐ Never attended school

☐ 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)

**Employment**

Which BEST describes your current employment status?

☐ Full-time employee

☐ Part-time employee

☐ Self employed – not employing others

☐ Self employed – employing others

☐ Employed – unpaid worker in a family business

☐ Unemployed – seeking full-time work

☐ Unemployed – seeking part-time work

☐ Not employed – not seeking employment

**Study reasons**

Of the following categories, which BEST describes your main reason for undertaking this course/traineeship/apprenticeship (Tick **ONE** box only)

☐ To get a job

☐ To develop my existing business

☐ To start my own business

☐ To try for different career

☐ To get a better job or promotion

☐ It is a requirement of my job

☐ I require extra skills for my job

☐ To get into another course of study

☐ For personal interest

☐ For self-development

☐ Other reasons

**Where did you hear about us?** .....



## A2. VET Course Selection Details

| Select Course   | VET Course Indicative Course Fee | CRICOS  | Duration  | Fee Detail   |
|---|----------------------------------|---------|-----------|--|
| <input type="checkbox"/> SIT40422 Certificate IV in Hospitality     |                                  | 113221C | 78 weeks  | <b>A\$18,000</b> Tuition Fee + <b>\$700</b> Material Fee + \$200 Application Fee |
| <input type="checkbox"/> SIT50422 Diploma of Hospitality Management |                                  | 113222B | 104 weeks | <b>A\$24,000</b> Tuition Fee + <b>\$200</b> Material Fee + \$200 Application Fee |

| Start and End Dates                       | Course Start Date in 2025                 | Expected Course End Date<br><i>Certificate IV in Hospitality</i> | Expected Course End Date<br><i>Diploma of Hospitality Management</i> |
|---|---|--|--|
|   | <input type="checkbox"/> 13 January 2025  | 12 July 2026   | 10 January 2027  |
|   | <input type="checkbox"/> 17 February 2025 | 16 August 2026   | 14 February 2027   |
|   | <input type="checkbox"/> 14 April 2025    | 11 October 2026  | 11 April 2027  |
|   | <input type="checkbox"/> 19 May 2025      | 15 November 2026   | 16 May 2027  |
|   | <input type="checkbox"/> 14 July 2025     | 10 January 2027  | 11 July 2027   |
|   | <input type="checkbox"/> 18 August 2025   | 14 February 2027   | 15 August 2027   |
|   | <input type="checkbox"/> 13 October 2025  | 11 April 2027  | 10 October 2027  |
|   | <input type="checkbox"/> 17 November 2025 | 16 May 2027  | 14 November 2027   |
|   | Course Start Date in 2026                 | Expected Course End Date<br><i>Certificate IV in Hospitality</i> | Expected Course End Date<br><i>Diploma of Hospitality Management</i> |
|   | <input type="checkbox"/> 12 January 2026  | 11 July 2027   | 9 January 2028   |
|   | <input type="checkbox"/> 16 February 2026 | 15 August 2027   | 13 February 2028   |
|   | <input type="checkbox"/> 13 April 2026    | 10 October 2027  | 9 April 2028   |
|   | <input type="checkbox"/> 18 May 2026      | 14 November 2027   | 14 May 2028  |
|   | <input type="checkbox"/> 13 July 2026     | 9 January 2028   | 9 July 2028  |
| <input type="checkbox"/> 17 August 2026   | 13 February 2028                          | 13 August 2028   |  |
| <input type="checkbox"/> 12 October 2026  | 9 April 2028                              | 8 October 2028   |  |
| <input type="checkbox"/> 16 November 2026 | 14 May 2028                               | 12 November 2028   |  |

|  |  |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
|--|--|--------------------------------|--------------------|--|--------------------------------|---------------------------|---------------------------|---|----------------------------|----------------------------------|---------------------------|---------------------------|--|
| <b>Compulsory Orientation:</b>   | <b>Date:</b> The Friday before start date Time: 9:00AM; Location: Level 5, 140 Elizabeth St. Sydney NSW 2000<br>All students need to bring their passport, copy of CoE, original copies of entry requirement documents on the first day of orientation   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Location(s):</b>  | Classroom training: Level 5, 140 Elizabeth St, Sydney, NSW, 2000<br>Café Training: Level 5/simulation class, 140 Elizabeth St, Sydney, NSW, 2000<br>Work placement: To be determined as agreed between the student, the college and the workplace provider   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Mode of Study:</b>  | This course will be delivered face -to-face via IESC's learning management System and work placement consisting of 400 hours is part of course SIT40422/Certificate IV in Hospitality Management, SIT50422/Diploma of Hospitality Management, SIT60322   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Attendance Requirements</b>   | Overseas students are required to be enrolled in a full-time course to undertake study. A full-time course is a minimum of 20 scheduled course contact hours per week.<br>If you do not attend scheduled classes, we may need to reassess your course duration, and we may shorten your course duration.<br>You must abide by IESC policies and procedures to monitor minimum attendance requirements. Students who do not meet these requirements may be in breach of a condition of their visa.<br>The Department of Home Affairs may cancel a student's visa if they fail to maintain their enrolment.<br>You are expected to attend 100% of the course   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Course Progress Requirement</b>   | You must participate in all scheduled classes face-to-face, in accordance with course timetables to make satisfactory course progress. If you do not make satisfactory progress, you will be in breach of a condition of your visa. To attain satisfactory course progress a student must achieve competency in 50% or greater of the course requirements for the term.  |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Study Periods:</b>  | Each term is a 'study period'  |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Enrolment Entry Requirements</b>  | English: Good command of written and spoken English. Verified evidence of English Language Test;<br><table border="1"> <tr> <td>English language provider test</td><td>Minimum Test Score</td></tr> <tr> <td>International English Language Testing System (IELTS) – <a href="#">Link</a></td><td>6.0 with no band less than 5.5</td></tr> <tr> <td>TOEFL internet-based test</td><td>64 – <a href="#">Link</a></td></tr> <tr> <td>Cambridge English: Advanced (Certificate in Advanced English)</td><td>169 – <a href="#">Link</a></td></tr> <tr> <td>Pearson Test of English Academic</td><td>50 – <a href="#">Link</a></td></tr> <tr> <td>Occupational English Test</td><td>B for each test component – <a href="#">Link</a></td></tr> </table> Academic: Evidence of a Year 12 High School leaving Certificate or equivalent e.g., an AQF Certificate IV level qualification.<br>Age: 18 years and over<br>Digital literacy: General computer skills and the ability to navigate simple software to complete the online component of this course and must be able to use Word features in order produce and present word-processed documents/ reports. | English language provider test | Minimum Test Score | International English Language Testing System (IELTS) – <a href="#">Link</a> | 6.0 with no band less than 5.5 | TOEFL internet-based test | 64 – <a href="#">Link</a> | Cambridge English: Advanced (Certificate in Advanced English) | 169 – <a href="#">Link</a> | Pearson Test of English Academic | 50 – <a href="#">Link</a> | Occupational English Test | B for each test component – <a href="#">Link</a> |
| English language provider test   | Minimum Test Score   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| International English Language Testing System (IELTS) – <a href="#">Link</a> | 6.0 with no band less than 5.5   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| TOEFL internet-based test  | 64 – <a href="#">Link</a>  |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| Cambridge English: Advanced (Certificate in Advanced English)                | 169 – <a href="#">Link</a>   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| Pearson Test of English Academic   | 50 – <a href="#">Link</a>  |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| Occupational English Test  | B for each test component – <a href="#">Link</a>   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Course Specific Entry Requirements (Pre-requisites)</b>                   | No Pre-requisites Entry Requirements for<br><input type="checkbox"/> SIT40422 Certificate IV in Hospitality<br><input type="checkbox"/> SIT50422 Diploma of Hospitality Management   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Conditions</b>  | You are expected to provide the following for the duration of the course:<br>Tablet or a laptop with suitable software, e.g., powerpoint, word and excel (Bring Your Own Device) compatible with Australian power.   |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |
| <b>Work Placement</b>  | <b>SIT40422/Certificate IV in Hospitality Management</b> 78 weeks and this course has the following work placement requirements:<br>Students are required to complete a minimum 36 complete service periods over a period of 400 hours.<br><b>SIT50422/Diploma of Hospitality Management</b> 104 weeks and this course has the following work placement requirements:<br>Students are required to complete a minimum 36 complete service periods over a period of 400 hours.<br><br>You can source your own workplace site that must be approved by IESC or IESC can assist in located a suitable workplace. All workplace sites must meet IESC site check list and be approved as suitable to undertake workplace.  |                                |                    |  |                                |                           |                           |   |                            |                                  |                           |                           |  |



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|  |   |   |  |
|--|---|---|--|
| <b>Recognition of Prior Learning or Credit Transfer:</b> | Have you applied for Recognition of Prior Learning (RPL) or Credit Transfer (CT) with IESC?   |   |  |
|  | <input type="checkbox"/> Yes  | <input type="checkbox"/> No, I'm not eligible | <input type="checkbox"/> Not yet, I would like to apply. |
|  | <b>Comments:</b><br><b>Please note:</b> The granting of RPL/CT may result in a reduction in your course duration and therefore CoE and Visa. Contact IESC for more information. |   |  |

### A3. Tuition Fees

| Table 1 Course Fees Breakdown and Payment Schedule   |               |                                   |   |
|--|---------------|-----------------------------------|---|
| <b>Item</b>  | <b>Amount</b> |                                   |   |
| <b>Application Fee (Non-refundable)</b>  | <b>A\$200</b> |                                   |   |
| <b>Material Fee</b>  |               | <b>Material Fee</b>               |   |
| Certificate IV Hospitality   | A\$700        | Diploma of Hospitality Management | A\$700  |
| <b>Item</b>  | <b>Period</b> | <b>Amount</b>                     | <b>Due Date</b>   |
| Tuition Fee- Instalment 1  | Term 1        | A\$3,000                          |   |
| Tuition Fee- Instalment 2  | Term 2        | A\$3,000                          |   |
| Tuition Fee- Instalment 3  | Term 3        | A\$3,000                          |   |
| Tuition Fee- Instalment 4  | Term 4        | A\$3,000                          |   |
| Tuition Fee- Instalment 5  | Term 5        | A\$3,000                          |   |
| Tuition Fee- Instalment 6  | Term 6        | A\$3,000                          |   |
| Tuition Fee- Instalment 7  | Term 7        | A\$3,000                          |   |
| Tuition Fee- Instalment 8  | Term 8        | A\$3,000                          |   |
| <b>TOTAL</b>   |               | <b>A\$</b>                        |   |
| <b>Deposit is required to secure a place in the course and to receive a COE:</b><br><b>Application Fee + Material Fee +Tuition Fee- instalment 1</b> |               | A\$3,900                          | After signing this Agreement and before course start date |
| <b>Specified person who can receive a refund, other than the student</b>   | <b>Name:</b>  | <b>Relationship to Student:</b>   |   |

Course fees are indicative only, based on the fees at the date of offer. Prior to enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the standard duration of the course, less any duration reduction due to the granting of RPL/CT. 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.

Tuition fees DO NOT include enrolment fee, accommodation placement, excursions, airport pickup, transport, living expenses, materials, stationery, and equipment. These are non-tuition fees and are listed in the below table

### A4. Non- Tuition Fee

| Table 2: Schedule of Non-Tuition Fees                 |               |   |                               |
|---|---------------|---|-------------------------------|
| <b>FEE DESCRIPTION</b>                                | <b>Course</b> | <b>Amount</b>   | <b>Note</b>                   |
| Application Fee                                       | HSP           | A\$250  | Not refundable                |
|   | GE/ EAP       | A\$200  | Not refundable                |
| Material Fee  | HSP           |   | Refundable – conditions apply |
|   | (1-10 weeks)  | A\$100  |                               |
|   | (11-20 weeks) | A\$200  |                               |
|   | (21-30 weeks) | A\$300  |                               |
|   | (31-40 weeks) | A\$400  |                               |
|   | GE/ EAP       | There is no materials fee charged   |                               |
| Accommodation Placement Fee                           | All courses   | A\$360  | Not refundable                |
| Accommodation Fee                                     | All courses   | A\$360/ per week  | Refundable – conditions apply |
| Accommodation Homestay (under 18 years old)           | HSP           | A\$380/ per week  | <b>*1</b>                     |
| Guardian Arrangement and Support Fee                  | HSP           | A\$360  | Not refundable                |
| Homestay Inspection Fee                               | HSP           | A\$350  | Not refundable                |
| Guardianship Fee                                      | HSP           | A\$70/ per week   | <b>*2</b>                     |
| Airport Pickup  | All courses   | A\$180  | <b>*3</b>                     |
| RPL/CT Fee  | All courses   | \$500   |                               |
| Deferral Fee  | All courses   | \$250   |                               |
| Reassessment Fee                                      | All courses   | \$75/per assessment   |                               |
| Fees for late payment of tuition fees                 | All courses   | \$100/weekly  |                               |
| Admin processing fee for course cancellation          | All courses   | A\$250  |                               |
| Re-issuance of COE                                    | All courses   | A\$100  |                               |
| Re-issuance of Certificates, Statement of Attainments | All courses   | A\$50 per Statement or Attainment or qualification                                      |                               |
| Copies of existing record of student- e.g., COE       | All courses   | A\$10 per page  |                               |
| Student Identification Card Replacement               | All courses   | A\$50   |                               |
| Credit card surcharges                                | All courses   | 2% for all credit cards   |                               |
| Overseas Bank Transfer Fee                            | All courses   | A\$30   |                               |
| Re-assessment fee                                     | All courses   | A\$300  | <b>*4</b>                     |
| Photocopy fee   | All courses   | A\$5 per page   |                               |
| Change of course - post commencement                  | All courses   | A\$300 (GST exempt)   |                               |
| Transfer course at IESC                               | All courses   | Transfer once for free. Subsequent transfers will incur an administration fee of A\$500 |                               |

#### Note:

**\*1** Any "Request for Refund" must only be in writing and delivered to our email at [info@iesc.nsw.edu.au](mailto:info@iesc.nsw.edu.au); If a student cancels an Accommodation/Homestay booking after the Offer being "Accepted and Confirmed" and before scheduled arrival to Australia, two (2) weeks rent (Accommodation/Homestay rental Fees) will not be refunded, to compensate the Accommodation/Homestay owner. No refunds will be made if a "Request for Refund" email is received more than two (2) weeks after the student's scheduled arrival date to Australia;

**\*2** Prepaid Guardianship Fees are only refunded if the Visa is refused (Refusal letter need to be sighted); For requests to change the Guardian after arrival,

the first three (3) months of Guardianship fees are not refunded. The balance of Guardianship fees will be refunded as long as the new Guardian is approved by the student's educational institute.

\*3 Airport Pickup Fees are fully refunded if the cancellation is required at least 48 hours before scheduled arrival time by written email to [info@iesc.nsw.edu.au](mailto:info@iesc.nsw.edu.au).

\*4 Students will be offered three (3) assessment opportunities during a normal training program for each assessment event. The re-assessment fee will only apply if the student chooses to persist in order to demonstrate competence and complete the qualification. The re-assessment service includes individual re-training to prepare the student for the re-assessment.

Please make your payment in Australian Dollar by Credit Card or Telegraphic Transfer.

No obligation is created on IESC until the College has accepted the Written Agreement, funds have been cleared by IESC bank, and an official receipt is issued by IESC.

IESC will not be responsible for any monies paid to an agent or third party.

|                      |  |
|----------------------|--|
| Account Name:        | International Education Specialist College Pty Ltd |
| Bank Name:           | Commonwealth Bank                                  |
| Bank Address:        | George & Market STS, Sydney, Australia             |
| Branch Number (BSB): | 062005   |
| Account Number:      | 11187520   |
| SWIFT Code:          | CTBAAU2S   |

## A5. Unique Student Identifier (USI)

From 1 January 2015, IESC can be prevented from issuing you with a nationally recognised VET qualification or statement of attainment when you complete your course if you do not have a Unique Student Identifier (USI). In addition, we are required to include your USI in the data we submit to NCVER. If you have not yet obtained a USI you can apply for it directly at <https://www.usi.gov.au/students/create-your-usi> on computer or mobile device.

### Enter your Unique Student Identifier (USI) (if you already have one)

You may already have a USI if you have done any nationally recognised training, which could include training at work, completing a first aid course or RSA (Responsible Service of Alcohol) course, getting a white card, or studying at a TAFE or training organisation. It is important that you try to find out whether you already have a USI before attempting to create a new one. You should not have more than one USI. To check if you already have a USI, use the 'Forgotten USI' link on the USI website at <https://www.usi.gov.au/faqs/i-have-forgotten-my-usi/>.

Unique Student Identifier (USI)

|  |  |  |  |  |  |  |  |  |  |
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### USI application through your RTO (if you do not already have one)

Application for Unique Student Identifier (USI)

If you would like IESC 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 <https://www.usi.gov.au/about-us/privacy>. 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 IESC 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 <https://www.usi.gov.au/about-us/privacy>.

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 use your passport details provided in Part A to verify your identity to create your USI.

**Please ensure that the name written in 'Personal Details' section is exactly the same as written in your Passport.**

In accordance with section 11 of the Student Identifiers Act 2014, IESC 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 B. Terms and Conditions of this Agreement

### B1. Arrival and Orientation

- All students MUST attend a compulsory Orientation Program as specified in this Written Agreement and be inducted into IESC and their course of study on the first day of classes.
- In cases where the student experiences a short delay but commences within the first five days, the student will undergo registration and a brief orientation to ensure that they understand the requirements and standards expected of students.
- IESC's primary form of contact with students is via email and phone.

### B2. Change of Student Contact Details

- Students must notify IESC of any change of their address, telephone number, email address and who to contact in emergency situations within 7 days of these details changing. Failure to do this may mean a student does not receive important information which may affect their course, their enrolment or visa.
- On commencement and at least every six months while you are enrolled at IESC you will be asked to review and update your contact information with IESC.

### B3. Attendance, Academic Performance and Progress

- IESC monitors course attendance and course progress.
- Students are enrolled in a full-time course. A full-time course consists of a minimum of 20 hours per week. Students are expected to attend 100% of classes and maintain attendance above 80% at all times.



- IESC has established arrangements to monitor the progress of each student. Monitoring course progress occurs on two levels. These are:
  - Assessing satisfactory course progress. This is the process of formally assessing each student's progress at the end of each compulsory study period.
  - Identifying students at risk of not meeting course progress requirements. This is the process of continually monitoring each student's completion of assigned assessment tasks within a compulsory study period.
- Students must maintain satisfactory academic progress by passing more than 50% of enrolled units or studied for each term for the duration of their course, or by passing a subject within 2 attempts (This includes previous versions of the unit). Students not meeting these conditions will be warned and may be subsequently reported to Department of Home Affairs (DHA) via Provider Registration and International Students Management System (PRISMS).
- A student who has not demonstrated satisfactory course progress for two consecutive study periods, is not meeting IESC's course progression requirement and will be unable to complete their course within the duration specified in the student's COE. This will be a breach of their student visa conditions.

#### **B4. Deferral of Commencement**

- Students may initiate a request to defer commencement of studies or suspend their studies on the grounds of compassionate or compelling circumstances. Students wishing to defer the commencement of studies or suspend their studies must apply in writing to IESC. Deferral of studies can only be granted for the following circumstances:
  - Serious illness or injury, where a medical certificate states that the student will be unable to attend classes
  - Death or illness of close family members such as parents or grandparents (where possible, a doctor's or death certificate should be provided)
  - Major political upheaval or natural disaster in the international student's home country requiring emergency travel and this has impacted, or will impact, on the student's study
  - A traumatic experience which could include:
    - Involvement in, or witnessing of a serious accident
    - Witnessing or being the victim of a serious crime, and this has impacted on the student (these cases should be supported by police or psychologist's reports)
  - Where the College was unable to offer a pre-requisite unit
  - Inability to begin studying on the course commencement date due to delay in receiving a student visa
- Certification or other form of written evidence must be provided with the deferral request
- Students are advised to use the form; Application for Deferment, Suspension or Cancellation of Study.

#### **B5. Suspension and Cancellation of Study**

##### **Student initiated suspension**

- Students may initiate a request to defer commencement of studies or suspend their studies on the grounds of compassionate or compelling circumstances. Students wishing to defer the commencement of studies or suspend their studies must apply in writing to IESC.
- Once the course has commenced students may only request a suspension of their participation in compelling or compassionate circumstances. Students must:
  - Submit documents supporting their claim for suspension of their course e.g., medical certificates. The granting of the suspension is at the discretion of the IESC Chief Executive Officer.
  - Advise IESC in writing on the Application for Deferment, Suspension or Cancellation of Study that they wish to apply for a voluntary suspension of their study.
- If the request for suspension of study demonstrates compassionate and compelling circumstances (as outlined above) the Administration Manager will:
  - Approve the application
  - Advise the student in writing of the decision within 5 working days
- If the request for suspension of study does not demonstrate compassionate and compelling circumstances (as outlined above) IESC will:
  - Advise the student in writing within 5 working days of the reason for the decision
  - Advise that the student has 20 working days to appeal the decision through IESC's complaints and appeals handling procedure.
- If the student chooses to access IESC's complaints and appeals process, IESC will maintain the student's enrolment until the complaints and appeals process is completed and IESC will not notify any change to the student's enrolment status through PRISMS.
- Students are advised to retain their original documents for their own records and to submit certified copies with any applications for voluntary suspension of their studies.
- The length of time of the suspension is also at the discretion of IESC and shall be negotiated between the student and the Chief Executive Officer of IESC.
- Suspensions do not entitle a student to a refund.
- If a student defers or suspends their study on any other grounds, IESC must report the student via PRISMS, as not complying with their visa conditions. Once the student has commenced the course, IESC will only grant a suspension of study for compassionate and compelling circumstances as above.
- International students are advised of the circumstances and consequences regarding suspension of study prior to enrolment and during the student orientation process. International students are advised to contact the Department of Home Affairs regarding the potential impact any suspension of study may have on their student visa.
- Students may be required to apply for a new student visa to continue their course.
- Students are advised to use the form; Application for Deferment, Suspension or Cancellation of Study.

##### **IESC initiated suspension**

- IESC may decide to suspend or cancel a student's enrolment on its own initiative as a response to the following circumstances:
  - Student behavioural misconduct as defined in the Behaviour Misconduct Policy including academic or non- academic misconduct
  - As part of the intervention strategy for unsatisfactory progress as defined in the Monitoring Course Progress Policy
  - The student's failure to pay required fees to undertake or continue the course
  - In compassionate and/or compelling circumstances as determined by the Chief Executive Officer.
- The length of time a student may have their enrolment suspended is at the discretion of the Chief Executive Officer of IESC. A student's enrolment may not be suspended more than one (1) Term without the circumstances being re- assessed. The student will be notified in advance of the reasons and the timeframe of the suspension. A student may appeal a suspension decision through IESC's internal appeals process. Any appeal will be dealt with as a matter of urgency to minimise any disadvantage to the student. A student's enrolment will be maintained throughout the process.
- If, as part of this process, a student's enrolment is cancelled, the student will be notified in writing of the reasons for the cancellation and given

twenty (20) working days to access IESC's internal complaints and appeals process. Any change in enrolment status will not be reported to the DHA until the internal appeals process has been completed unless extenuating circumstances relating to the student apply. Once the deferral, suspension or cancellation is processed IESC will notify the DHA via PRISMS.

- International students are advised of the circumstances and consequences regarding suspension of study prior to enrolment and during the student orientation process.
- International students are advised to contact the Department of Home Affairs regarding the potential impact any suspension of study may have on their student visa.
- Deferral of commencement, suspension of enrolment and cancellation of enrolment will be reported to the Department of Home Affairs and may affect the status of a student visa.

#### **B6. Student Transfers to Another Provider**

- IESC will not enrol international students transferring from their principal course (i.e., the main course of study or the highest qualification indicated on the student's current visa) with another registered provider before they have completed 6 months of their principal course with that registered provider. This requirement must be applied unless:
  - The original registered provider or course in which the student is enrolled has ceased to be registered
  - The original registered provider has had a sanction imposed on its registration
  - The student has been released from the original registered provider and this has been recorded with the date of effect and reason for release in PRISMS
  - Any government sponsor of the student considers the change to be in the student's best interest and has provided written support for that change
  - International students seeking to transfer to IESC must comply with IESC's enrolment and admissions procedures and meet the course entry requirements.
- IESC will release a current student from their principal course before they have completed 6 months of that course where it can be demonstrated that the student:
  - Will be reported because they are unable to achieve satisfactory course progress at the level they are studying, after engaging with that registered provider's intervention strategy to assist the overseas student in accordance with Standard 8 (Overseas student visa requirements)
  - There is evidence of compassionate or compelling circumstances
  - IESC fails to deliver the course as outlined in the written agreement
  - There is evidence that the overseas student's reasonable expectations about their current course are not being met
  - There is evidence that the overseas student was misled by the registered provider or an education or migration agent regarding the registered provider or its course and the course is therefore unsuitable to their needs and/or study objectives
  - An appeal (internal or external) on another matter results in a decision or recommendation to release the overseas student.
- IESC will not release a current student from their principal course before they have completed 6 months of that course where it can be demonstrated that the student:
  - Has not made satisfactory academic progress and is seeking a transfer to avoid being reported to DHA before
  - engaging with IESC in an intervention strategy aimed at improving the students' academic progress
  - Does not have a clear understanding of what the transfer represents to their study options
  - Has not made an attempt to discuss the reasons for seeking a transfer with a member of IESC administration and support team.
  - Has not attended the course as required and is seeking a transfer to avoid being reported to the DHA before engaging
  - with IESC in an intervention strategy aimed at improving the students' course attendance
  - Has not paid all tuition fees.
- Students are advised to use the form: Application for student transfer between providers.

#### **B7. Payment of Fees**

- We want to make sure you understand all fees and charges associated with your course so please carefully read this section before signing the Student Agreement.
- See Table 1 for a Schedule of Tuition Fees and Table 2 for a Schedule of Non-Tuition Fees.
- A student will be charged the fees and charges as outlined in Table 1. You are required to pay all fees and charges by the date indicated on the invoice. Where you are unable to make a payment by the specified date, please contact us to discuss alternative arrangements.
- On accepting the offer students must pay the first payment instalment as listed in the Payment Schedule in Table 1. The first payment instalment must be paid in order to obtain a Confirmation of Enrolment (CoE) and to secure a place prior to course commencement date.
- The student may choose to pay more than 50% of their tuition fees before their course commences. Please note: Administration will provide specific payment details for students who wish to pay 50% or more of their fees before course commencement.
- After the commencement of the course, the remaining tuition fees are then collected and must be paid by the due date as listed in the Payment Schedule in Table 1. All term payments must be paid in full, 14 days in advance of the term commencing in order to maintain a valid enrolment. Students will be charged a late payment fee for overdue tuition fees as specified in Table 2. We may cancel an enrolment or discontinue training if fees are overdue and a student has not made alternative arrangements. The student is informed in writing with a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent as follows:
  - First warning letter: failing to pay an invoice within 5 days of receipt or contacting IESC to make alternative arrangements.
  - Second warning letter: failing to pay an invoice within 5 days of receipt of the first warning letter or contacting us to make alternative arrangements.
  - Notice of intention to report: failing to pay an invoice within 5 days of receipt of the second warning letter or contacting us to make alternative arrangements.
- Non-financial students will not be included on the class attendance sheet until outstanding fees have been paid.
- Where fees are overdue and a student has not made alternative arrangements, Following cancellation of enrolment due to non-payment of fees, the student's debt will be referred to a debt collection agency.
- Students are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation or transfer, prior to completing the qualification, provided the student has paid in full for the tuition related to the units of competency to be shown on the Statement of Attainment. Course credentials will not be issued to students who are in breach of any part of this agreement.

#### **B8. School Aged Dependent**

- There are requirements for compulsory school attendance for school-aged dependents. The choice of schools includes public schools, private schools and religious schools. Dependents of persons holding a student visa will be required to pay full fees in any school, college or university that they enrol in whilst in Australia.

#### **B9. Cancellation & Refund - Student Default**

- We want to make sure you understand all refund conditions associated with your course
- Refund applications must be made in writing to IESC. The Student Refund Application Form, available from IESC, must be used as the written application. IESC will accept requests by mail or email to have the student refund application form sent to them.
- Refunds will be refunded within 4 weeks (20 working days) of receipt of a written application and will include a statement explaining how the refund was calculated.
- Student default occurs where the course starts at the location on the agreed start date:
  - but the student does not start on the agreed start date
  - and has not previously withdrawn from the course
  - or advised of visa cancellations in writing within an agreed time period prior to the course start date
  - or the student cancels or withdraws from the course either before or after the agreed starting date.

The above is student default and the following refund conditions apply:

| CIRCUMSTANCE/ NOTIFICATION PERIOD  | REFUND   |
|--|--|
| Enrolment Application fee  | Non-refundable unless it meets the conditions below*                               |
| Visa rejected (Offshore or onshore student before commencement of the course)  | Refund of tuition fee less \$250 Admin Processing fee. 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.               |
| Visa application refusal due to fraudulent and or forged documents   | No enrolment or tuition fees refunded under any circumstances                      |
| Withdrawal notified in writing and received by IESC 28 days or more prior to term commencement   | 70% refund of Tuition Fees. 100% refund of material fee. less \$250 Admin Fee      |
| Withdrawal notified in writing and received by IESC less within 28 days prior to term commencement and before the commencement date  | 50% refund of Tuition Fee. 100% refund of material fee. less \$250 Admin Fee       |
| Withdrawals notified in writing and received by IESC on the commencement date or after the term commences  | No refund of paid tuition or material fees.  |
| Student wishing to transfer to another date or course  | Transfer once at no cost. Subsequent transfers will incur an administration fee.   |
| Student has overpaid & has documentation to support overpayment  | Full refund of all overpaid monies   |
| Visa cancellation where an international student, currently in Australia, has their student visa cancelled by the Department of Home Affairs (DHA) for a breach of visa conditions; or has their student visa extension application refused by the Department of Home Affairs (DHA) after the commencement of their studies, for not meeting visa requirements; or has their enrolment terminated for failure to comply with IESC's policies and procedures. | No refund of course fees & material fees paid to date                              |

## Refund Terms

- The agreed starting date is the date the course was scheduled to start, or a later date agreed between IESC and the student. This does not apply to approved deferment and leave of absence when the student applies for refund after the IESC was approved.
- IESC will make a refund only in Australian Dollars within 4 weeks (20 working days) of receiving a written claim by the student in accordance with the Terms and Conditions as outlined in this document.
- IESC charges an Enrolment Application fee. This fee is non-refundable except in the following circumstances of Provider Default:
  - Student has paid monies and the course is unavailable to commence
  - Cancellation of a course by IESC (including closure of the RTO)
- All refund considerations will be strictly limited to money IESC has received and will not include:
  - Overseas Student Health Cover (OSHC) if paid to IESC and which has been applied as a premium to OSHC provider on behalf of students;
  - Bank charges;
  - The cost of materials for the course
  - Agent's commission - refunds that include agent the commission is repaid to the student by the agent
- IESC will make the refund available to either the student or the student's representative (student to complete Refund Request form) as per the ESOS Act Regulation 3.19
- If the student enrolls into more than one course, each course is considered as an independent course. Therefore, the refund policy will apply to each course within the courses applied for.
- If the student, who has commenced the course and failed to complete the current course or failed some unit(s), the student will be required to repeat the same course or failed unit(s) and pay the fee applicable
- Any pre-paid fees for the subsequent non-commenced higher-level course will not be transferrable to pay for the repeat of failed course or unit(s).
- Course and other fees are not transferable to another student or institution.
- Personal insurance and student expenses are not included in the fees quoted and are the responsibility of the student.
- All applications for refund must be made by the student in writing using the Refund Request Form and submitted to the Student Service Officer. Forms may be obtained from Reception or downloaded from the website. If the refund request complies with the refund conditions stated in Refund policy, the refunds will be processed within 4 weeks (20 working days) approval of the refund request and transferred to the designated student bank account.
- In the event that the refund request was not granted, the student may appeal directly to the Chief Executive Officer for reconsideration. There may be special circumstances that the student may want to present to the Chief Executive Officer for consideration. However, the conditions of the Refund Policy will determine the outcome of any decision made.
- A copy of the Fees and Refunds Policy and Procedure and Refund Request Form may be downloaded from the Policies, Forms and Resources tab on the website.
- If a student transfer to another provider is approved, he or she is subject to the normal refund policy conditions.
- **B10. Cancellation and Refund Conditions - Provider Default**
- If IESC defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, IESC will make every effort to transfer the students' enrolments to another college or pay a refund of the unused portion of the course money received from the student.
- Refunds in situations of Provider Default are covered by the provisions of The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012 and apply if:
  - IESC does not offer a course on the advertised start date or



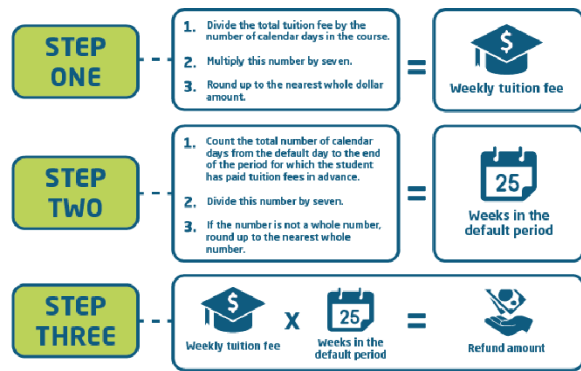
- terminates a course after the course start date or before the course completion date or
- does not provide a course as advertised due to sanctions by any authority or
- does not provide a course in full.

In such a case IESC will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default if an alternative placement with another provider cannot be found to the student's satisfaction. Such refunds will be made within **2 weeks (10 calendar days)** following the default date with a statement explaining how the refund amount has been calculated.

- [If fees for international students are collected by agents, as the education provider we are still responsible for issuing refunds to the student, even if the fees were paid to the agent.](#)
- 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.
- The above is provider default and the following refund conditions apply:

| Circumstance   | Refund due  |
|--|---|
| IESC cancels course before commencement (including closure of the RTO)                           | 100% refund of paid tuition or material fees including Enrolment Application Fees   |
| IESC cancels course following commencement (including closure of the RTO)                        | Full refund of all unspent fees calculated as follows:<br>Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default). |
| IESC has not provided a Student Agreement that meets the requirements of the National Code 2018. | Full refund of all unspent fees calculated as follows:<br>Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default). |

[There are three steps involved in Calculating the amount of refund owed to a student:](#)



#### B11. Tuition Protection Service

- The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:
  - complete their studies in another course or with another education provider or
  - receive a refund of their unspent tuition fees.
- In the unlikely event IESC is unable to deliver a course where fees have been paid in advance and it does not meet its obligations to either offer the student an alternative course that is accepted or pay the student a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or offer a refund if a suitable alternative is not found.

#### B12. Discipline and expulsion

- IESC reserves the right to expel students for serious breaches of discipline following appropriate disciplinary procedures. Refunds are subject to the refund policy. Department of Home Affairs will be notified.

#### B13. Student Responsibilities

- It is the responsibility of the student to remain aware of and abide by the conditions of their visa relating to their course of study.
- The student is responsible for keeping a copy of this signed [International Student Written Agreement](#) and any receipts received from IESC for any payments of tuition fees or non-tuition fees.

#### B14. Changes to Terms and Conditions

- IESC reserves the right to change its fees, conditions, course commencement dates and course structure. Changes of tuition fees will not apply to students who have paid and or already commenced their 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.

#### B15. Complaints and Appeals Processes

- IESC is committed to providing a fair complaints and appeals process. It is our aim to resolve any concerns or issues fairly, transparently, professionally, and confidentially and as soon as practicable.
- A student may have a complaint regarding their dealings with IESC, other students, its' education agents, or any related party IESC has an arrangement with to deliver the course or related services.
- IESC recognises that in some instances a student may not agree with certain decisions, including an assessment decision, made in relation to various academic or administrative matters. Students have the right to appeal the decisions.
- IESC encourages students to seek to address any complaint or appeal they may have informally by speaking to their trainer, Student Services Officer, or Academic Manager, as appropriate. However, should the matter be unresolved there is a formal process in place. An outline of the formal process is as follows.

##### Complaint handling procedure

- A full copy of IESC's [Complaints and Appeals Policy and Procedure](#), the [Student Complaints Form](#), and the [Request to Appeal a Decision Form](#) may be downloaded from the Policies, Forms and Resources tab on the website. The complaints policy must be publicly available.
- A complaint may be received in any form (written, verbal) although persons seeking to make a complaint are recommended to complete the complaint form which is available to them on the website. There is no time limitation on a person who is seeking to make a complaint. A person who makes a complaint must be **provided a written acknowledgement** as soon as possible and not later than **3 working day** from the time the

complaint is received. This acknowledgement is intended to provide the complainant assurance that IESC had received the complaint and will review the relevant issues and provide a response as soon as practicable. The acknowledgement must inform the complainant that they will receive a written response within **14 days** and explain the complaint handling process and the person's rights and obligations.

- A written record of all complaints is to be kept by IESC including all details of lodgement, response, and resolution. The complaints register within the Student Management System is to be used to record the details of the complaint and to maintain a chronological journal of events during the complaint handling process. Records relating to complaint handling must be stored securely to prevent access to unauthorised personnel.
- A complainant is to be provided an opportunity to formally present their case at no cost.
- Each complainant may be accompanied and/or assisted by a support person at any relevant meeting.
- IESC will conduct the assessment of the complaint or appeal in a professional, fair, and transparent manner
- Where a complaint is made about or involves allegations about another person, IESC is obliged to inform this person about this complaint or allegation and provide them the opportunity to respond and present information in response to the issues raised. This may be achieved through direct meetings or meetings via email. IESC must maintain a detailed record of these meetings in the form of a record of conversation. At all times information must be IESC sensitively and treated in confidence. Persons involved in a dispute or complaint should be reminded to treat each other with respect and conduct themselves in a professional and courteous manner.
- Where a complaint is received by IESC which involve allegations about alleged criminal conduct, IESC are to recommend the person making the complaint refer the matter to the relevant State or Territory Police Service.
- The handling of a complaint is to commence within **ten (10) working days** of the lodgement of the complaint and all reasonable measures are taken to finalise the process as soon as practicable.
- The complainant is to be provided a written response to the complaint, including details of the reasons for the outcome. A written response must be provided to the complainant within **fourteen (14) working days** of the lodgement of the complaint.
- Complaints must be resolved to a final outcome within **sixty (60) calendar days** of the complaint being initially received. Where IESC **Chief Executive Officer** considers that more than **60 calendar days** are required to process and finalise the complaint, the **CEO** must inform the complainant in writing, including reasons why more than **60 calendar days** are required. As a benchmark, IESC should attempt to resolve complaints as soon as possible. A timeframe to resolve a complaint within **thirty (30) calendar days** is considered acceptable and in the best interest of IESC and the complainant. A complainant should also be provided with regular updates to inform them of the progress of the complaint handling. Updates should be provided to the complainant at a minimum of **two (2) weekly or fourteen (14) day intervals**.
- IESC shall maintain the enrolment of the complainant during the complaint handling process.
- Decisions or outcomes of the complaint handling process that find in the favour of the student shall be implemented immediately.
- Complaints are to be handled in the strictest of confidence. No IESC representative is to disclose information to any person internally or externally without the permission of IESC **Chief Executive Officer**. A decision to release information to third parties can only to be made after the complainant has given permission for this to occur. This permission should be given using the [Information Release Form](#).
- Complaints are to be considered and handled to ensure the principles of natural justice and procedural fairness are applied at every stage of the complaint handling process. This means that the complainant is entitled to be heard with access to all relevant information and with the right of reply. The complainant is entitled to have their complaint heard by a person that is without bias and may not be affected by the decision. Finally, the decision must be made based on logical evidence and the decision-maker must take account of relevant considerations, must act for a proper purpose, and must not take into account irrelevant considerations.

#### Appeal handling procedure

- Appeals must be lodged within **twenty-eight (28) working days** of the decision or finding being informed to the person. An appeal must be submitted using the IESC - Request for Appeal of a Decision.
- A person who submits an appeal must be **provided a written acknowledgement** as soon as possible and **not later than twenty-four (24) hours** from the time the appeal is received. This acknowledgement is intended to provide the person making an appeal assurance that IESC had received the appeal and will review the relevant issues and provide a response as soon as practicable. The acknowledgement must inform the person making an appeal that they will receive a written response within **14 days** and explain the appeal handling process and the persons rights and obligations.
- A written record of all appeals is to be kept by IESC including all details of lodgement, response, and resolution. The appeals register within the Student Management System is to be used to record the details of the appeal and to maintain a chronological journal of events during the appeal handling process. Records relating to appeal handling must be stored securely to prevent access to unauthorised personnel
- An appellant is to be provided an opportunity to formally present their case at no cost.
- Each appellant may be accompanied and/or assisted by a support person at any relevant meeting.
- The appeals policy must be publicly available. This means that the appeals policy and procedure must be published on the IESC website.
- The handling of an appeal is to commence within **ten (10) working days** of the lodgement of the appeal and all reasonable measures are taken to finalise the process as soon as practicable.
- The appellant is to be provided a written response to the appeal, including details of the reasons for the outcome. A written response must be provided to the appellant within **fourteen (14) working days** of the lodgement of the appeal.
- Appeals must be resolved to a final outcome within **sixty (60) calendar days** of the appeal being initially received. Where IESC **Chief Executive Officer** considers that more than 60 calendar days are required to process and finalise the appeal, the **CEO** must inform the appellant in writing, including reasons why more than **60 calendar days** are required. As a benchmark, IESC attempt to resolve appeals as soon as possible. A timeframe to resolve an appeal within **thirty (30) calendar days** is considered acceptable and in the best interest of IESC and the appellant. An appellant should also be provided with regular updates to inform them of the progress of the appeal handling. Updates should be provided to the appellant at a minimum of **two (2) weekly intervals**.
- IESC shall maintain the enrolment of the appellant during the appeal handling process.
- Decisions or outcomes of the appeal handling process that find in the favour of the appellant shall be implemented immediately.
- Appeals are to be handled in the strictest of confidence. No IESC representative is to disclose information to any person without the permission of IESC **Chief Executive Officer**. A decision to release information to third parties can only to be made after the appellant has given permission for this release to occur. This permission should be given using the [Information Release Form](#).
- Appeals are to be considered and handled to ensure the principles of natural justice and procedural fairness are applied at every stage of the appeal handling process. This means that the appellant is entitled to be heard with access to all relevant information and with the right of reply. The appellant is entitled to have their appeal heard by a person that is without bias and may not be affected by the decision. Finally, the decision must be made based on logical evidence and the decision-maker must take account of relevant considerations, must act for a proper purpose, and must not take into account irrelevant considerations.

#### Review by an independent person

- Where the person making a complaint or an appeal is not satisfied with the handling of the matter by IESC, they have the opportunity for a body or person that is independent of IESC to review their complaint following the internal completion of complaint handling process. Before a person seeks a review by an independent third party, they are requested to first allow IESC to fully consider the nature of the complaint and to respond to the person in

writing. If after this has occurred, the person is not satisfied with the outcome, they have the right then seek a review by an independent third party. To request a review by an independent third party, the complainant should inform the **Administration Officer** of their request who will initiate the process with the **Chief Executive Officer**.

- In these circumstances, the IESC **Chief Executive Officer** will advise of an appropriate party independent of IESC to review the complaint outcome (and its subsequent handling) and provide advice to IESC in regard to the recommended outcomes. The independent third-party is required to respond with their recommendations within **fourteen (14) working days** of their review being requested. This advice is to be accepted by IESC as final, advised to the person making a complaint in writing and implemented without prejudice.
- Where the IESC appoints or engages an appropriate independent person to review a complaint, the IESC will meet the full cost to facilitate the independent review.
- Where a complaint is received by IESC and the **Chief Executive Officer** feels that they may have bias or there is a perception of bias, then the complaint is to be referred directly to an independent third-party for consideration and response as outlined above.

#### **Unresolved International Student Complaints and Appeals**

- Where the person making a complaint, or seeking an appeal is not satisfied with the handling of the matter by IESC, they have the opportunity for a body that is external to IESC to review his or her complaint or appeal following the internal completion of complaint or appeals process.
- Students who are not satisfied with the process applied by IESC may refer their grievance to the following external agencies:
  - In relation to consumer related issues, the person may refer their complaint to the **NSW Office of Fair Trading**, - [website](#).
  - In relation to the delivery of training and assessment services, the person may refer their complaint to the **National Training Complaints Service** via the following phone number: 13 38 73 or visit the website at <https://www.dewr.gov.au/national-training-complaints-hotline> or [for more support refer to](#) the Australian Skills Quality Authority, ASQA; <https://www.asqa.gov.au/students/more-support>
  - In relation to matters relating to privacy, the person may refer their complaint to the **Office of the Australian Information Commissioner** via the following details: <https://www.oaic.gov.au/privacy/privacy-complaints> or call on 1300 363 992
  - Where an international student complaint is unable to be resolved, the international student may refer the matter to the Overseas Students Ombudsman. The Ombudsman's services are free, independent, and impartial.
  - The Overseas Students Ombudsman can consider matters relating to:
    - Refusing admission to a course
    - Fees and refunds
    - Course or provider transfers
    - Course progress or attendance
    - Cancellation of enrolment
    - Accommodation or work arranged by a provider
    - Incorrect advice given by an education agent
  - The Overseas Students Ombudsman can investigate complaints about education agents who have an agreement with a provider to represent them in Australia or overseas. The following website provides more information about accessing the services of the Overseas Students Ombudsman.
  - Link - <https://www.ombudsman.gov.au/How-we-can-help/overseas-students>
  - IESC is to cooperate fully with agencies such as the National Training Complaints Service, Overseas Students Ombudsman, the Office of Fair Trading or ASQA that may investigate the handling of a complaint. IESC considers that it would be extremely unlikely that a complaint is not able to be resolved quickly within IESC internal arrangements.
  - This guidance is also communicated to students before and on enrolment and during the international student orientation.
  - There is no cost to the student to refer a complaint to the above agencies, including the Overseas Students Ombudsman.

#### **B16. Consumer Protection**

- This Written Agreement and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

#### **B17. Privacy Notice**

The information collected on this form and during enrolment is required in order to meet the College's obligations under the Education Services for Overseas Students (ESOS) Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code) and to ensure compliance with the student visa conditions and obligations under Australian immigration laws generally.

The authority to collect this information is contained in the ESOS Act 2000, the ESOS Regulations 2001 and the National Code 2018. Information collected on this form and during enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. In other instances, information collected on this form or during enrolment cannot be disclosed without the student's consent or where authorised or required by law.

Under the Data Provision Requirements 2020, the College is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

#### **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.
- If an individual does not provide the required personal information, we will not be able to enrol them as a student.

#### **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) (NVETR 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 NVETR Act) to disclose your personal information to the relevant state or territory training authority.

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

- 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 NVETR 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.
- NCVER is authorised to disclose information to the Australian Government Department of Employment and Workplace Relations (DEWR), 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.
- NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

- NCVER does not intend to disclose your personal information to any overseas recipients.
- For more information about how 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 IESC using the contact details listed at the top of the page.
- DEWR is authorised by law, including the Privacy Act and the NVET Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.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 the IESC Administration Manager 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

## **Part C. Agreement Acceptance Declaration**

By signing this agreement, I certify that the information provided is true and correct. I further certify that:

- ☐ I confirm that all the information provided in this International Student Written Agreement is complete and correct. I agree that IESC may, if necessary, seek further independent verification of all details provided including my educational qualifications. I acknowledge that IESC reserves the right to vary or reverse any decision regarding admission or enrolment made on the basis of incorrect or incomplete information provided by me. If any information I provide is incorrect, untrue, or incomplete, I authorise IESC to disclose this information and the fact that it is untrue or incomplete, to any authority that IESC considers necessary or desirable to inform.
- ☐ I understand the terms of this International Student Written Agreement 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 IESC. I have reviewed the Privacy Notice provided in this International Student Written Agreement and acknowledge that Commonwealth and State or Territory government departments and authorised agencies will be provided with and use my personal information in accordance with this notice.
- ☐ I have reviewed the information supplied to me and have been informed about the training and assessment services being provided and have been informed about and accept my rights and obligations. I confirm that I have reviewed and meet the course entry requirements for the course in which I am seeking enrolment and have provided evidence of this in my application for enrolment. I agree to be bound by IESC 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.
- ☐ I understand that a Confirmation of Enrolment will not be issued until such time as this International Student Written Agreement has been completed and signed by me and sent back to IESC and I have paid the required fees as stated in Table 1: Course Fees Breakdown and Payment Schedule in this International Student Written Agreement. I understand that when IESC receives this signed International Student Written Agreement and first instalment payment, notification of an official Confirmation of Enrolment (eCoE) will be sent electronically directly to me or my nominated representative as well as a receipt for money paid.
- ☐ I acknowledge all the required fees and charges as stated in Table 1: Course Fees Breakdown and Payment Schedule must be paid according to the schedule. I acknowledge that student tuition fees are safeguarded through the use of insurance and assurance schemes mandated by Australian Legislation, under the Tuition Protection Service. I authorise IESC to provide relevant information to fee recovery agencies in the case where course fees are overdue and a final non-payment warning letter has been issued by IESC.
- ☐ I acknowledge that I am responsible for keeping a copy of the written agreement as supplied by IESC, and receipts of any payments of tuition fees or non-tuition fees.
- ☐ Information is collected on this written agreement and during your enrolment in order to meet the College obligations under the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 ('National Code'); 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 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. 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 Full Name .....

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

Parent/Guardian Signature ..... Date..... / ..... / ..... (if applicant is under 18 years old)

Accepted by International Education Specialist College Pty Ltd T/A IESC

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

Name of the person accepting the application.....