



Terms & Conditions

Course commencement

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

Students must maintain satisfactory academic progress at all times. All the courses are scheduled 20 hours per week (14 hours of face-to-face classroom based and 6 hours of online based delivery). Students are reminded that attendance of these scheduled hours is a requirement of their Visa. Students who fail to attend at least 80% of scheduled hours in each study period are at risk of not meeting satisfactory course progress and/or attendance. Students who fail to attend at least 80% of scheduled hours for two consecutive study periods during their enrolment will be reported to DHA, unless compassionate or compelling circumstances can be demonstrated.

Additional to the attendance requirements, students who fail more than 50% of the units/subjects delivered in a study period are at risk of not meeting satisfactory course progress. Students who fail more than 50% of units/subjects delivered in two consecutive study periods during their enrolment will be reported to DHA, unless compassionate or compelling circumstances can be demonstrated.

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.

Fees

A non-refundable Enrolment/Application fee of \$200.00 (exclusive of Tuition fees, material fees and CoE issue fee) 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 **\$200** per term 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 Course Coordinator. Should fees remain overdue for more than one day after the due date BIA will inform the student of their intention to report them for non-payment of fees to the Department of Home Affairs via PRISMS. For more information regarding fees and payments please refer to <http://bia.edu.au/pre-enrolment/fees-payment/>

Cancellation and Fee Refund Policy

The request for refund must be made in writing to the Principal Executive Officer by using the **Refund Application Form**.

- 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, Business Institute of Australia will make payment of refunds within 28 days of receipt of the Refund Application Form
- In the case of default by Business Institute of Australia, 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>

Withdrawal request must be made in writing to our administration office by using the **Deferral, Suspension or Cancellation of Enrolment Application Form**.



Enrolment fee	No Refund
Tuition Fees	
Visa refused prior to course commencement (except for fraud, forge or misleading documents)	Full refund less an administration fee of \$200
Withdrawal at least 28 days (prior to the initial course agreed start date)*	50% refund of tuition fees less an administration fee of \$200
Withdrawal less than 28 days (prior to the initial course agreed start date)*	No Refund
Withdrawal after the initial course agreed start date*	No Refund
Visa or CoE cancelled due to student breach of their visa conditions or misbehaviour by the student	No Refund
Incorrect, fraudulent or misleading information or document submitted by the student or the authorised 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
Visa extension is refused after course commencement	No Refund
Withdrawal from any continuing study, including any continuing CoE	No Refund
Compulsory Health Insurance (Student visa holders only) / Airport Pick-up / Homestay placement fee	Refer to the Terms and Conditions of Third Party Service Providers

- 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.
 - In the event where enrolment fee was waived at time of application, BIA shall withhold an amount equivalent to BIA's published enrolment fee from any refund made

RTO Default

- Under the Tuition Protection Service (TPS) framework, if Business Institute of Australia is unable to fulfil its obligations to complete a course. The TPS framework will facilitates the placement of students in the first instance, and where this is not possible, provides a refund of unexpended tuition fees (i.e. tuition the student has paid for but has not been delivered by the provider).
- Business Institute of Australia defaults if the course they offer does not start on the agreed starting day.
- Business Institute of Australia defaults if the course stops being provided after it starts and before it is completed or the course is not provided fully to the student because the registered provider has had a sanction imposed.
- If Business Institute of Australia defaults, BIA will refund to the student within 14 days after the default day and receipt of your Refund Application Form.
- Business Institute of Australia will give the student a statement that explains how the refund amount has been worked out. Business Institute of Australia dispute resolution processes does not circumscribe the student's right to pursue other legal remedies.
- 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.
- 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.

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

- The refund policy is subject to review from time to time.
- The Institute recommends that you read the ESOS Framework Information, which provides legislative protection for International students, available at <https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>

Issuing of Certificates and Delivery

Business Institute of Australia is solely responsible for the delivery of all courses and for the issuance of their certifications. Business Institute of Australia is also solely responsible for compliance.



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/about/overseas-student-ombudsman-landing-page> or phone 1300 362 072 for more information.

Student Code of Conduct

All people associated with Business Institute of Australia have the same rights. Harassment, bullying and victimisation will not be tolerated at Business Institute of Australia. 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 Chief/ 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.

Packaged Courses

Note, this clause is only applicable to students on packaged courses.

Confirmation of Enrolments (CoEs) for students on packaged courses may be issued with a shorter nominal duration, where the shorter CoE duration is conditional on students successfully completing their preceding course, therefore reducing the nominal duration of subsequent CoEs by Credit Transfer. In circumstances where students do not successfully complete their entire preceding course in a package of courses, or only successfully complete parts thereof, this will result in the revision of the shorter CoE to appropriately reflect the duration of enrolment required towards completion. Students are advised that any such revision may affect their Student Visa.

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.

If personal information is not collected enabling us to enrol you in your chosen course/s, we will not be able to proceed with your application to enrol you 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.

Information is further collected here 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 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 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.

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 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.

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

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 the Institute 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

For more information, please refer to the Privacy Policy available at www.bia.edu.au or contact info@bia.edu.au