

# How To Complete Your Student Agreement with Box Hill Institute

***This Agreement is used to accept any offer from Box Hill Institute and is your formal acceptance of our offer to you. All international students must complete the Agreement with Box Hill Institute to be accepted for studies at the Institute.***

## **Section 1: My Details**

- Complete your personal details and course details (as on your Letter of Offer).

## **Section 2: Fee Payment Details**

- All payments of course fees must be paid in Australian Dollars.
- The deposit you need to pay is detailed on your Letter of Offer.
- The information you need to complete this section is detailed on your Letter of Offer.

## **Section 3: Visa Information Requirements**

- It is important to provide correct and full visa information to avoid delays.
- Depending on your nationality you may need to provide a Department of Immigration and Citizenship (DIAC) Pre-Visa Assessment (PVA) to complete your Agreement.
- If you are applying for Electronic Visa (E Visa) you will need to indicate on the Agreement form.

## **Section 4: Conditions of Enrolment**

- If there are conditions attached to the Letter of Offer you will need to indicate the conditions on the Agreement form.

## **Section 5: Overseas Student Health Cover (OSHC)**

- All international students are required to have OSHC.
- If you already have OSHC you do not have to pay the OSHC amount on your Letter of Offer.
- If you do not pay for OSHC through Box Hill Institute you must provide evidence of your OSHC membership to obtain a Confirmation of Enrolment and student visa.
- If you will not be on a student visa, OSHC is not applicable. You should ensure that you have other health insurance arrangements e.g. travel insurance.

## **Section 6: Refund Policy**

- Box Hill Institute's Refund Policy is stated in Schedule 1 as attached.
- All international students are required to read, understand and agree the terms and conditions on the Institute's Refund Policy.

## **Section 7: Emergency Contact Details**

- Complete this section to provide the details of contact person in case of Emergency.

## **Section 8: Change of Address**

- You must advise the Institute within 7 days if you change your address whilst you are enrolled at the Institute.

## **Section 9: Privacy**

- All international students are required to read and understand the Institute's Privacy Policy.

## **Section 10: Declaration**

- **Make sure that you initial on every page of the Student Agreement and the Refund Policy.**
- **Make sure you read the Declaration carefully before signing and dating it.**
- **All agreement forms must be signed and witnessed. For students under 18, a parent or legal guardian must sign the form.**

# Your Student Agreement with Box Hill Institute

**Instructions:**

1. All entries must be clearly written in **BLOCK LETTERS in BLACK INK.**
2. **Return all 10 pages of this form** to the **International Student Services, Box Hill Institute, 465 Elgar Road, Box Hill, Victoria 3128, Australia**, together with:
  - A copy of biodata page of your passport;
  - Total payment due to **BOX HILL ENTERPRISES LTD.** as stated in your Payment Information and Offer Letter.

**1. MY DETAILS**

I, (Family Name)

(Given Name)

Country of Birth

Country of Citizenship

Date of Birth  /  /

Gender (Please tick)  Male  Female

hereby accept the offer of a place contained in the Offer Letter in the following course at Box Hill Institute (Institute) on the terms and conditions of this Agreement:

1. Title of Course:

Course start date:  /  /  Course end date:  /  /

2. Title of Course:

Course start date:  /  /  Course end date:  /  /

3. Title of Course:

Course start date:  /  /  Course end date:  /  /

Student's Initial

4. Title of Course:

Course start date:  /  /  Course end date:  /  /

5. Title of Course:

Course start date:  /  /  Course end date:  /  /

**2. FEE PAYMENT DETAILS**

I have read my Offer Letter and the Course Information for International Students Guide and understand that payment must be cleared and credited to the Institute for the offer to be fully accepted and a Confirmation of Enrolment to be issued:

Yes  No

I enclose payment for the following:

|  |     |                      |                      |                      |                      |                      |                      |   |                      |                      |
|--|-----|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---|----------------------|----------------------|
| Tuition fee for the ELICOS course (Code: EINT CLSOO7140)                 | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |
| Tuition fee for the Cert/Diploma (per semester basis) (Code: EINT 7140)  | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |
| Tuition fee for the Cert/Diploma (per semester basis) (Code: EINT 7140)  | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |
| Tuition fee for the Cert/Diploma (per semester basis) (Code: EINT 7140)  | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |
| Tuition fee for the Degree course (per semester basis) (Code: EINT 7140) | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |
| Overseas Student Health Cover (OSHC) (Code: EINTMBANK 8130)              | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |
| Change of Course Fee (if applicable)                                     | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |
| <b>Total</b>   | A\$ | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | . | <input type="text"/> | <input type="text"/> |

**3. VISA INFORMATION REQUIREMENTS**

If you currently hold an Australian Visa, please provide details of the type of Visa and when it expires.

Visa Type (including Subclass): \_\_\_\_\_ Expiry Date:  /  /

If you have received a Pre-Visa Assessment, have you provided it to the Institute?

(for Assessment Level 3-4 Applicants only)

Yes  No

Will you apply for an Electronic Visa (E-Visa)?

Yes  No

If you do not currently hold a Visa, but are currently applying for one, please provide the details of where it will be processed.

Processing Office:

Country:

Visa Type (including Subclass):

Passport No:

Student's Initial



## 8. CHANGE OF ADDRESS

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I understand that while I am enrolled at the Institute (including during any work placements), I am obliged to notify the Institute within 7 days if I change:

1. my address;
2. my telephone number; or
3. my email address.

This is to ensure that any communication from the Institute, including notification advising me of visa breaches, is sent to my current address.

Yes

## 9. PRIVACY

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I understand that information is collected on this form and during my enrolment in order to meet the Institute's obligations under the *ESOS Act* and the *National Code 2007*; to ensure student compliance with 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 2001* and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*. Information collected about me on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, to the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolments details and changes, and the circumstance of any suspected breach by a student of a student visa condition. In other instances, information collected on this form or during my enrolment can be disclosed without my consent where authorised or required by law.

I have read and understand this reference to the Institute's Privacy Policy.

Yes

Student's Initial

## 10. DECLARATION

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**Under this Agreement, I agree to:**

**A) Before Course Commencement**

10.1 obtain a visa that permits me to study fulltime in Australia for the duration of my course.

Yes

10.2 attend the orientation and enrolment program at the Institute.

Yes

10.3 complete the enrolment process at the Institute at the nominated enrolment session preceding the commencement of classes.

Yes

10.4 commence the course on the day identified as a start date on my Letter of Offer.

Yes

**B) Throughout My Studies**

10.5 advise the Institute of any change to my address, telephone number and/or email address no more than 7 days after any change occurs.

Yes

10.6 complete the first six (06) months of my principal course and/or preliminary course as per course applied and identified in my Letter of Offer and Confirmation of Enrolment (COE) before being permitted to change to another course within Box Hill Institute.

Yes

10.7 provide original medical certificates if I cannot attend class because of illness.

Yes

10.8 attend all learning support sessions, counselling sessions and any other support sessions arranged by the Institute if requested to do so.

Yes

Student's Initial

- 10.9 seek assistance from the Institute teachers, counsellors and other support staff as soon as I experience difficulties with any aspect of my course.  **Yes**
- 10.10 maintain the attendance level required for my course.  **Yes**
- 10.11 if studying ELICOS, the program provides 22 hours per week face-to-face teaching  **Yes**
- 10.12 pay tuition fees to the Institute by the dates stipulated in the invoices sent to me at my address registered with the Institute.  **Yes**
- 10.13 I must pay tuition fees to the Institute in advance for all semesters in which I am enrolled at the Institute, including during any Appeals Process  **Yes**
- 10.14 abide by the rules and regulations of the Institute.  **Yes**
- 10.15 maintain OSHC for the duration of my course.  **Yes**
- 10.16 complete the course on the day identified as the end date on my Letter of Offer.  **Yes**

Student's Initial

**Under this Agreement, I understand that:**

- 10.17 the offer by the Institute assumes that the information I have provided is true and correct and that any false information provided or lack of disclosure may lead to termination of my enrolment and that the Institute may inform others, including authorities of this information  **Yes**
- 10.18 I must have sufficient funds to finance both my tuition fees and living expenses for the duration of my course as applied and identified in the Letter of Offer, Confirmation of Enrolment (COE) and Student Visa.  **Yes**
- 10.19 the tuition fees do not cover the costs of field trips, excursions, books or equipment  **Yes**
- 10.20 the continuation in my course is dependent upon my compliance with my student visa conditions which include fulltime studies/enrolment; satisfactory academic progress and attendance and payment of required tuition fees before the commencement of each semester  **Yes**
- 10.21 deferment or suspension of my course, for approved reasons, may affect the expected completion date of my course and may require a new visa  **Yes**
- 10.22 any school age dependants accompanying me or joining me later must attend either a government or non-government school, and I am liable for their full tuition fees  **Yes**
- 10.23 the Institute may be obliged to make information about my enrolment, changes to my enrolment and information relating to my attendance and satisfactory academic performance available to Commonwealth and State Government authorities, which may result in the cancellation of my student visa.  **Yes**
- 10.24 This Policy, the Student Agreement and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws  **Yes**

Student's Initial

**Under this Agreement, I understand and agree that the Institute may:**

- 10.25 release personal information relevant to my application, visa documentation and initial course enrolment to the Institute overseas representatives who I have authorised to act on my behalf.  **Yes**
- 10.26 disclose my study progress, examination results and other information to my parents and to check my visa entitlements with the Department of Immigration & Citizenship.  **Yes**
- 10.27 vary the mode of delivery or structure of any subject or course in which I am enrolled.  **Yes**
- 10.28 vary the tuition fees payable for any course or subject in which I am enrolled.  **Yes**

Student's Initial

**\*\* All Acceptance Form must be signed by the student and a witness.**

Name of Student

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Signature of Student

Date

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|--|--|--|--|--|--|--|--|

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Name of Witness

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Signature of Witness

Date

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**If the student is under 18, the legal guardian/parent (s) must sign.**

Name of Legal Guardian /  
Parent(s)

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Signature of Legal Guardian  
/ Parent(s)

Date

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
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Student's Initial

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# Schedule 1

## Box Hill Institute

# International Student Refund Policy

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**This policy applies to all course money including any course money collected by education agents on behalf of Box Hill Institute.**

### 1. REFUND POLICY

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- 1.1 Each prospective and continuing international student (**student**) acknowledges and agrees to the terms and conditions of the international student refund policy on signing the International Student Application Form.
- 1.2 The terms and conditions set out in this International Student Refund Policy apply equally to commencing and continuing students unless otherwise specified.
- 1.3 Applications for refunds for international students must be authorised by the Centre Manager, International Student Services of Box Hill Institute (**the Institute**) or his or her nominee.
- 1.4 The Institute reserves the right to amend these terms and conditions at any time.
- 1.5 Where fees are paid by a party on behalf of the student, the Institute reserves the right to notify that party.
- 1.6 The Institute is obliged to inform the Department of Immigration and Citizenship (DIAC) of any change of status where a student completes his or her course early, transfers to another provider, is excluded on academic grounds and fails to meet his or her visa conditions, defers or intermits his or her study or otherwise changes the expected completion date of his or her study.
- 1.7 The funds covering the tuition fees must be clear at the time that the refund request is made by the student and all debts to the Institute must be paid before any refund can be made.
- 1.8 Refund requests for full or partial refunds must be made in writing on the Refund Application Form, must set out the reasons for the request and be accompanied by supporting documentation as appropriate. The refund request must be forwarded to:

**International Student Services**  
**Box Hill Institute**  
**465 Elgar Road**  
**Box Hill**  
**Victoria 3128**  
**AUSTRALIA**

- 1.9 The written Refund Application Form must include the date of the claim, the student's full name, the basis for making the claim, the address and bank account details to which the refund is to be forwarded and the student's signature. Claims will not be processed where the signature on the claim does not match the student's signature as shown on other documents provided by the student for admission to the Institute.
- 1.10 This Policy, the Student Agreement and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws.

Student's Initial

## 2. REFUNDS

| Category  | Time application received by Institute      | Amount of refund for formal courses   | Amount of refund for ELICOS   | Documentary evidence required in addition to the Refund Application Form  |
|---|---|---|---|---|
| A.1 Visa refusal  | At any time                                 | All payments less Administration fee (\$50)                                       | All payments less Administration Fee (\$50)                                       | Original letter of refusal from the Department of Immigration   |
| A.2 Application refusal by the Institute<br>A.3 Application withdrawal by the Institute on the basis of incorrect or incomplete information                                       | At any time                                 | All payments less Administration fee (\$50)                                       | All payments less Administration Fee (\$50)                                       | Letter of application refusal / withdrawal of offer   |
| B Special circumstances   | Prior to commencement of semester           | All payments for upcoming semesters less Administration fee (\$50)                | All payments for upcoming semesters less Administration fee (\$50)                | Evidence or proof to the satisfaction of the Institute.   |
|   | After semester has commenced                | All payments for current & upcoming semesters less 20% of current semester's fees | All payments for current & upcoming semesters less 20% of current semester's fees | Letter from the student and original air ticket and evidence or proof to the satisfaction of the Institute.   |
| C Withdrawal by student, including but not limited to:<br><br>1. visa cancellation; and<br><br>2. transfer to another provider (subject to the Institute Student Transfer Policy) | More than 28 days before semester commences | All payments less 20% of next semester's fees                                     | All payments less 20% of ELICOS fee for 20 weeks max                              | <b>Withdrawal</b><br>Proof of withdrawal from all subjects, original air ticket / e-Ticket, evidence of payment of airfare and letter from the student. |
|   | 28 days or less before semester commences   | 50% of next semester's fees   | All payments less 50% of ELICOS fee for 20 weeks max                              | <b>Visa Cancellation</b><br>None  |
|   | On or after the day semester commences      | No refund   | No refund   | <b>Transfer</b><br>Letter of Release according to Institute Student Transfer Policy   |
| D.1 Cancellation of course by the Institute   | At any time                                 | Full refund   | Full refund   | None – Refund will be paid directly to the student  |
| D.2 Part of course not offered by the Institute   | At any time                                 | Full refund   | Full refund   | None – Refund will be paid directly to the student  |
| D.3 Offer of place withdrawn by Institute where no incorrect or incomplete information provided by student  | At any time                                 | Full refund   | Full refund   | None – Refund will be paid directly to the student  |

Student's Initial

- 2.1 In the unlikely event that the Institute is unable to deliver a course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course by the Institute at no extra cost. The student has the right to choose whether he or she would prefer a full refund of course fees, or to accept a place in another course. If the student chooses placement in another course, the Institute will ask the student to sign a document to indicate acceptance of the placement.

### **3. SPECIAL CIRCUMSTANCES**

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- 3.1 Special circumstances are determined at the discretion of the Centre Manager, International Student Services of the Institute, or his or her nominee, as preventing a student from taking up the course where:
- 3.1.1 Illness or disability prevents a student from taking up the course;
- 3.1.2 The student has been excluded from the Institute for failure to meet progression rules and where fees were paid in advance of notification of that exclusion;
- 3.1.3 There is death of a close family member of the student (parent, sibling, spouse or child); or
- 3.1.4 Other special or extenuating circumstances, including political, civil or natural events affect the student.

### **4. REFUNDS FOR STUDENTS WHO OBTAIN PERMANENT RESIDENT VISA STATUS**

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- 4.1 Permanent resident status is recognised from the date that the permanent resident visa is formally notified to the student and not the date on which the application for the permanent visa was made.
- 4.2 If a student obtains Australian permanent resident status before his or her enrolment in a course but after the date of the Letter of Offer for the course, the fee-paying overseas place will be withdrawn. If the student wishes to continue study at the Institute he or she must apply for a local student place and will be subject to the same selection criteria applicable to these applicants and will be liable to pay the Tuition and Service and Amenity Fee for that course. If the student has already paid the tuition fees applying to international students for this semester, or any future semesters, a total refund of these fees is payable to the student.
- 4.3 If a student obtains a permanent resident status after enrolling in a course, the student will be liable to pay the tuition fees applying to international students for that semester in which the permanent resident status was granted.

### **5. PAYMENT OF REFUNDS**

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- 5.1 In circumstances where a the Institute course does not start on the agreed starting date, or in which the Institute stops the course after it starts and before it is completed or where the course is not provided fully to the student because the Institute has a sanction imposed by a government regulator, the refund of fees will be paid in full to the student within 2 weeks.
- 5.2 In any other circumstance, the Institute will refund the amount within 4 weeks after receiving the completed and signed Refund Application Form together with appropriate supporting documentation.
- 5.3 Refunds will be made in Australian dollars to the same person or body from whom the original payment was received on behalf of the student.
- 5.4 Date of the notification for request for refund is the date the request for a refund is received at the International branch of the Institute.

Student's Initial

- 5.5 In the event that a student wishes to contest the decision on a refund request, he or she would have access to the Institute's existing dispute resolution procedures. These procedures would not circumscribe the student's right to pursue other legal remedies.

## **6. PAYMENT OF REFUNDS**

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- 6.1 A full refund will be made under the categories A1-3 and B as above.
- 6.2. Where a student has paid a package course fee deposit in advance and gives notice that they cannot undertake the principal course or is granted a release from the requirement to study 6 months of the principal course a refund of the deposit paid for the principal course will be paid less \$1000 administrative fee.

Student's Initial