

Non-Award enrolments -Terms and Conditions

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Student Services Managers, Operations Managers

Executive General Manager, Group Quality, Accreditation & Compliance









NextEd Group Limited (ABN 75105012066) is the ultimate holding company of Academy of Interactivity Technology Pty Ltd (ABN 35094133641) also trading as Coder Academy Australia and ISCD

NON-Award enrolments - Terms and Conditions

The following documents have important information regarding AIT Policy & Procedures for all students. Before signing the *Student Contract,* please review the documents listed below (available at <u>www.ait.edu.au</u>).

- Fees, Withdrawals and Refunds Policy <u>http://www.ait.edu.au</u>
- Fees Policy <u>http://www.ait.edu.au/</u>
- Guideline Grievance, Complaints and Appeals http://www.ait.edu.au/
- Change of Enrolment Policy http://www.ait.edu.au/
- Privacy & Data Collection Policy http://www.ait.edu.au/
- Code of Conduct Online Delivery http://www.ait.edu.au/
- AIT Student Code of Conduct General <u>http://www.ait.edu.au/</u>

1. Payment of Fees

1.1 Students who are full fee-paying are required to pay the full fee in accordance with the terms of their invoice. Fees subject to change.

2. Overdue Payments

- 2.1. Where a student fails to submit payments within a timeframe set by AIT, the student will be notified and cautioned via the following means in order of listing;
 - 2.1.1. A formal notice of overdue payment will be sent via email to the most current address provided by the student. This notice will state the original due date for the payment, the original amount outstanding and the total amount due inclusive of the additional fee. (It is the student's obligation to ensure that all current contact details are provided to AIT within 5 days of the change coming into effect. AIT accepts no responsibility for a student not receiving this notice where the student has not updated their contact details.)
 - 2.1.2. A reminder notification via the student's Jivi account.
 - 2.1.3. A meeting with an AIT Student Services Advisor may be scheduled to discuss the student's circumstances.
- 2.2. Should a student fail to comply with the requirements communicated via means set out in paragraph 2.1, AIT reserves the right to;
 - 2.2.1. Suspend access to AIT facilities (including education platforms), library, lessons, computers and examinations.
 - 2.2.2. Withhold transcripts, certificates, other documentation and services.
 - 2.2.3. Suspend the student from studying at AIT within 10 working days of initial notification.
 - 2.2.4. Pursue legal action to recover the debt when necessary.
- 2.3. Where a student experiences difficulty paying tuition fees due to financial hardship, they may apply to pay their tuition fees under a payment plan. Payment plans may not be offered retrospectively and are not available to commencing students. Subject to the conditional clauses outlined below, AIT may, at its discretion, agree to the establishment of a payment plan provided that;
 - 2.3.1. A written statement is submitted to an AIT Student Services Advisor along with relevant documentation that may be used as evidence of the student's financial hardship.
 - 2.3.2. All terms and conditions of the payment plan are agreed upon by the student in writing.

3. Refunds (Non-award courses of study)

- 3.1 Enrolment fees and all other non-tuition fees are non-refundable
- 3.2 Should AIT (or its subsidiary brands) have made an offer based on incorrect or incomplete

information provided by the applicant, the offer will be withdrawn and any refund will be at the discretion of AIT (or its subsidiary brands).

- 3.3 Where a student withdraws from a program or course after the payment of tuition fees, refunds will be issued within 20 business days of notification of default from the student in writing and the following will apply:
 - 3.3.1 Prior to commencement of study term
 - Where a student gives written notice of their intention to default from their studies, this student may be eligible for a refund of paid tuition fees, less 35% of the total tuition fees due for the student's term. The enrolment fee is non-refundable.
 - 3.3.2 Prior to the 10 day cooling off period (calculated from the first day of the course)
 - Where a student gives written notice of their intention to default from their studies, this student may be eligible for a refund of paid tuition fees. The enrolment fee is non-refundable.
 - 3.3.3 After the 10 day cooling off period (calculated from the first day of the course)
 - Where a student gives notice of their inability to continue the program or course after the 10 day cooling off period, the student shall not be eligible for a refund.
- 3.4 AIT (or its subsidiary brands) may, at its discretion, provide a full or partial refund where;
 - 3.4.1 The student is unable to continue the program or course due to extenuating illness and/or disability that is verified by a certified medical practitioner.
 - 3.4.2 Other extenuating circumstances that prevent the student from continuing the program or course. Supporting evidence required.
- 3.5 Circumstances where AIT (or its subsidiary brands) will provide a full refund;
 - 3.5.1 AIT (or its subsidiary brands) fail to provide the program or course which the student has enrolled. In these circumstances the refund will be paid within 10 business days.
- 3.6 Any payments made by a student that exceed the invoiced amount(s) will be credited toward future tuition payment. Should the student be in their final study period the excess amount will be refunded in full within 20 business days.
- 3.7 Should the student breach any published terms and conditions, refunds may be withheld.
- 3.8 Requesting a Refund Refunds must be requested in writing using the AIT Refund Request Form by the student and should be lodged with the Student Services Team. Refunds are made in Australian dollars and are processed within 20 business days from the date that the written request was submitted by the student.
- 3.9 Issuing a Refund Refunds may only be issued directly to the student in question, with the exception of underage students. With regard to students under the age of 18, refunds may be paid to parent(s) or guardian(s) unless written consent is provided directing otherwise.
- 3.10 Applications for refunds must be made within 12 months of the withdrawal date.
- 3.11 Students who withdraw from a course of study on or before census date are entitled to a full refund.

4. Provider Default

In the unlikely event of default by AIT, a refund of all tuition fees paid on a pro-rata basis within two weeks of the date of default. The student is entitled to receive a statement explaining the refund calculation.

Provider default can include the course not starting on the agreed starting day, the course ceasing to be provided at any time after it starts but before it is completed, and the course being discontinued before the student's scheduled completion.

5. Privacy Laws and Sharing of Information

AIT and its subsidiary entities comply with Australian Commonwealth laws in relation to Privacy and Data collection as well as the equivalent laws of the UK, EU & USA.

Please go to: <u>http://www.ait.edu.au/privacy-policy</u>

6. Terms and conditions of enrolment (non-award course enrolments only)

These terms and conditions apply to students enrolled in courses with a non-accredited outcome or where the student is enrolled in an accredited course as a non-award student.

Applicable to courses delivered by Academy of Interactive Technology (AIT) (RTO code 90511; PRV12005) including those delivered for and on behalf of AIT.

*For any AIT workshop, short course or non-accredited course booked through Eventbrite or any other event technology platform, the terms and conditions apply as listed on the platform's booking page for the workshop or course.

All applicants under the age of 18 years need to have a parent/guardian also sign this contract and be responsible for approval and payment of the course fees.

7. Applicable Terms and Conditions

I (the 'student') agree that on acceptance ('acceptance') of the application by AIT, the acceptance will become the Contract of Enrolment ('the contract') and I further agree to abide by the following terms and conditions of enrolment:

- 7.1 I agree that I am required to meet the published requirements of the course I have selected and to abide by the rules and regulations of AIT.
- 7.2 I agree that all course related material supplied by AIT is secured by copyright and remains the property of AIT.
- 7.3 I agree that course fees do not include the cost of text books or starter kits (unless stated) if they are required for my course. Details of individual course requirements and inclusions can be found in the course details located on the website: www.AIT.edu.au
- 7.4 I agree to pay all fees associated with my course plus GST.
- 7.5 I understand that I have a provisional enrolment period of 48 hours. This provisional enrolment period will allow AIT time to process payment and request any additional information if required, and for me to assess if the AIT course meets my needs.
- 7.6 I agree that after the provisional enrolment of 48 hours, if I have not provided all required information relating to course enrolment including payment, AIT will cancel my enrolment.
- 7.7 I understand AIT will provide me with an email communication to confirm my enrolment and outlining any specific information related to my course.
- 7.8 I agree that if I cancel my course enrolment and it is less than 21 days before the course delivery date, or I do not attend on the day of the course delivery I am not entitled to a refund of any course fees paid.
- 7.9 I agree that if I cancel my course enrolment and it is more than 21 days before the course delivery date, I am eligible to receive a refund for any course fees paid.
- 7.10 I understand AIT reserves the right to change the particulars of services, including changes to courses, facilities and dates of courses, or where the level of enrolment does not reach the minimum numbers required to operate the course. In such an event, AIT will notify me as soon as practicable and will provide me with the option of either transferring to another course or receiving a full refund.
- 7.11 AIT will pay any refund that is due to me within 30 days.
- 7.12 I agree to advise AIT of any change of my address and/or contact details while I am enrolled in my course.
- 7.13 AIT maintains a Privacy Policy which can be viewed on the website: www.AIT.edu.au

- 7.14 I agree that in the event of a dispute between myself and AIT or a representative of AIT, I will bring the matter to the attention of AIT to provide an opportunity for the matter to be resolved. This may be done by calling Student Services on 02 8355 3838 or sending an email to studentservices@AIT.edu.au
- 7.15 I confirm that these terms and conditions for a non-accredited course have been made available to me prior to enrolling.
- 7.16 I acknowledge that I will comply with the policies and procedures of AIT as applicable throughout my course of enrolment. *The full suite of policies and procedures can be found at www.ait.edu.au
- 7.17 I understand that by agreeing to these terms and conditions does not remove the right to take further action under Australia's Consumer Protection Laws nor does it prevent me from pursuing other remedies.

8. Declaration

I hereby declare that I have read and agree to the Terms and Conditions as outlined, including the policies and procedures of AIT as applicable to my enrolment.

Student name in full:		
Signature:	Date:	
*Parent/Legal Guardian name in full: $_$		
Signature:		
Contact number:	Date:	

* If the student is under 18 years old.

Change History

Version	Approval date	Approved by	Change
1.0	21/05/2020	AIT, Operations Manager	These terms & Conditions have been developed separately to the standard T&Cs in order to manage enrolments in non-awardable programs of study
	21/05/2020	Manager, Group Quality, Accreditation & Compliance	
2.0	16 March 2023	Executive General Manager, Group Quality, Accreditation & Compliance	New AIT name and template