

# *Standard Terms & Conditions*

<b>Date Approved:</b>	04 October 2023
<b>Implementation:</b>	Respective Student Services Managers, Operations Managers
<b>Maintenance Owner:</b>	Executive General Manager, Group Quality, Accreditation & Compliance

## Overview

The Academy of Interactive Technology (AIT); is an approved Higher Education Provider; PRV 12005 and VET Provider; RTO 90115. AIT is also approved to deliver education to international students; CRICOS 02155J. AIT is approved for FEE-HELP and Vet Student Loans which means that all students who meet the eligibility requirements for FEE-HELP or VET Student Loan Assistance may pay for all or part of their tuition fees for those AITs qualifications approved under these government loan schemes.

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 [www.ait.edu.au](http://www.ait.edu.au)).

- Fees, Withdrawals and Refunds Policy <http://www.ait.edu.au>
- Schedule of Fees <http://www.ait.edu.au/government-student-loans>
- FEE-HELP/VET Student Loan Information <http://www.ait.edu.au/government-student-loans>
- Fees Policy <http://www.ait.edu.au/>
- 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/privacy-policy>
- Statements of Tuition Assurance <http://www.ait.edu.au/government-student-loans>
- Code of Conduct – Online Delivery <http://www.ait.edu.au/>
- AIT Student Code of Conduct – General <http://www.ait.edu.au>

## 1. Payment of Fees

### International Students

- 1.1. First instalment of tuition fees must be paid in order to obtain a Confirmation of Enrolment (CoE) and must be paid no later than the date detailed in the student's offer of placement letter.
- 1.2. A non-refundable enrolment fee is applicable to international students and must be paid in full upon accepting an offer of placement and prior to the commencement of the first term.
- 1.3. With regard to continuing students any tuition fees or other additional fees must be paid no later than the payment dates specified by AIT.
- 1.4. Tuition fees may be subject to change during a student's course of enrolment.
- 1.5. Students can access and are encouraged to regularly review their fee status through their personal profile on JIVI (secured). Students may share their JIVI login details with parents to allow them to view fee, attendance, and assessment results information via the Internet.

### Domestic Students

- 1.6 Domestic students who are eligible to defer their fee payments under the VET Student Loan or FEE-HELP schemes must complete and submit their enrolment confirmation application form (eCAF) prior to the census date for their first study block and to confirm their continuing enrolment before the Census date for each term as they progress through their enrolment. Where a student does not meet this requirement, their enrolment may be cancelled.
- 1.7 Domestic students who are full fee-paying are required to pay the full fee in accordance with the terms of their invoice.
- 1.8 Tuition fees may be subject to change during a student's course of enrolment.

## 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 students' 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, he or she may apply to pay his or her 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 (Vocational and Higher Education qualifications)**

#### **International Students**

- 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:
- 3.4 Prior to commencement of study term
  - 3.4.1 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.
- 3.5 Prior to census date of study term
  - 3.5.1 Where an Overseas student gives written notice of their intention to default from their studies, the student is eligible for a refund of paid tuition fees. The enrolment fee is non-refundable.
- 3.6 After census date of study term
  - 3.6.1 Where a student gives notice of their inability to continue the program or course after the census date of their studies, the student shall not be eligible for a refund.
- 3.7 AIT (or its subsidiary brands) may, at its discretion, provide a full or partial refund where;
  - 3.7.1 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.

3.7.2 Other extenuating circumstances that prevent the student from continuing the program or course. Supporting evidence required.

3.8 Circumstances where AIT (or its subsidiary brands) will provide a full refund.

3.8.1 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.

3.8.2 The student has been refused a student visa by the Department of Home Affairs, or another Australian government authority.

3.9 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.

3.10 Should the student breach any published terms and conditions, refunds may be withheld.

3.11 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.

3.12 Issuing a Refund - Refunds may only be issued directly to the student in question, except for 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.

3.13 Applications for refunds must be made within 12 months of the withdrawal date.

### **Domestic Students**

3.14 Domestic students who withdraw from a course of study on or before census date are entitled to a full refund.

3.15 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).

3.16 Where a student withdraws from a program or course after the payment of tuition fees, where applicable refunds will be issued within 20 business days of notification of default from the student in writing and the following will apply:

3.16.1 Prior to the census date for a study term

- Where a student gives written notice of their intention to default from their studies, this student is eligible for a refund in full of paid tuition fees

3.16.2 After census date for a study term

- Where a student gives notice of their inability to continue the program or course after the census date for a study term, this student shall not be eligible for a refund.

3.17 AIT (or its subsidiary brands) may, at its discretion, provide a full or partial refund where.

3.17.1. The student is unable to continue the program or course due to extenuating circumstances that meet the following criteria:

- Circumstances are beyond the student's control
- Circumstances are such that it makes it impractical for the student to complete their studies Circumstances did not take their full impact until after the census date (Supporting evidence is required)

3.18 Circumstances where AIT (or its subsidiary brands) will provide a full refund;

3.18.1. AIT (or its subsidiary brands) fails to provide the program or course which the student has enrolled in. In these circumstances the refund will be paid within 20 business days.



- 3.19 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. The exception being for students paying for their tuition through an approved Government Loan Scheme where a remission will be applied.
- 3.20 Should the student breach any published terms and conditions, refunds may be withheld.
- 3.21 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. All supporting evidence must be submitted with the Request for Refund form.
- 3.22 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 must be paid to parent(s) or guardian(s) unless written consent is provided directing otherwise.
- 3.23 Any student who pays any portion of their tuition through a Government Loan Scheme (FEE-HELP/VSL) has the right to seek a remission of fees in accordance with the relevant published guidelines. For further information please visit: [www.studyassist.gov.au](http://www.studyassist.gov.au) and please see the Re-crediting a Fee Help Debt policy.
- 3.24 Applications for refunds must be made within 12 months of the withdrawal date.

#### **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 students' scheduled completion. This agreement does not remove the right to take further action under Australia's Consumer Protection Laws nor does it prevent the student from pursuing other legal remedies.

#### **5. Use of Student Work and Materials**

AIT may at times be required to show or exhibit students' work or submissions to government authorities in order to demonstrate compliance with government requirements. AIT also uses student submissions for marketing purposes in brochures, CDs/DVDs, live demonstrations, official AIT social media channels and other promotional materials and activities. All student work used by AIT will acknowledge that the work is the product of its students. Students of AIT must acknowledge this and agree that AIT may use their submitted work for these purposes.

#### **6. Indemnity and Release**

In your application form, you, or your parent / guardian (as appropriate), have signed and agreed to release AIT from all liability to yourself or any other person for any such injury, damage or loss to person or property and from any actions, claim or demands.

This indemnity does not rescind any Duty of Care held by AIT under Australian law if such Duty of Care exists, or if proven that any injury was a result of a breach of a Duty of Care.

#### **7. 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: <http://www.ait.edu.au/privacy-policy>

## Change History

Version	Approval date	Approved by	Approved by	Change
1.1	18 April 2018	AIT T&D	General Manager	Updated to include reference to short courses and changes to requirements under the National Code 2018.
	17 April 2018	Accreditation & Compliance	Manager	
1.2	18 December 2018	AIT T&D	General Manager	Updates to Refunds component
		Accreditation & Compliance	Manager	
1.3	21 May 2020	AIT T&D	General Manager	Updates to refunds component
		Accreditation & Compliance	Manager	
2.0	21 March 2023	Chief Executive Officer		<p>New template,</p> <p>Clarification of timing of withdrawal.</p> <p>Amalgamation of subsidiaries terms, splitting Domestic and International.</p>
2.1	4 October 2023	Executive General Manager, Group Quality, Accreditation & Compliance		<p>New Logos</p> <p>Add sections 5 and 6</p> <p>Removed reference to the non-accredited short course</p>

