

Terms & Conditions for Domestic Students

Date Approved: 21 July 2025 _V2.2

Implementation: Respective Student Services Managers,
Operations Managers

Maintenance Owner: General Manager,
Group Quality, Accreditation & Compliance

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Section 1 – Introduction

1 Purpose

The purpose of these Terms and Conditions (T&Cs) is to provide domestic students undertaking courses with Academy of Interactive Technology Pty Ltd (hereafter AIT) with a clear explanation of what they are legally committing to when applying for admission and studying with AIT.

Certain AIT brands are approved for FEE-HELP, Vet Student Loans, and other state-based funding support which means that all students who meet the eligibility requirements may fund all or part of their tuition fees for certain qualifications approved under these various government schemes.

AIT and NextEd have a range of Policy & Procedures documents which have important information for students. A summary is provided in these T&Cs. Before signing the Student Contract, please review the Policy & Procedures documents as they form part of the contract being created between AIT and yourself.

2 Scope

This policy applies to:

- i) All students (domestic and international) of AIT
- ii) All staff of AIT including employees and contractors;
- iii) All courses delivered by AIT including those delivered on its behalf by education providers with whom there is a licensing arrangement. If there are any discrepancies between an affiliate's policy and these, the AIT policy will apply.

Academy of Interactive Technology Pty Ltd (also trading as Coder Academy and Work Ready Education) RTO: 90511, Registered Higher Education Provider PRV12005, CRICOS: 02155J

Section 2 - Terms and Conditions

1 Payment of Fees

- 1.1 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.
- 1.2 Domestic students who are full fee-paying, are required to pay the full fee in accordance with the terms of their invoice.
- 1.3 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 the set timeframe, 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 (updated) within 5 days of any 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 AIT email account.
 - 2.1.3. A meeting with a member of Student Services 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 the 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 their studies 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 a Student Services representative, 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)

- 3.1 Domestic students who withdraw from a course of study on or before census date are entitled to a full refund.
- 3.2 Should AIT 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, where applicable refunds will be issued within 20 business days of notification of default from the student in writing and the following will apply:
- 3.3.1 **Prior to the Census Date**
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.
- 3.3.2 **After Census Date**
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.
- 3.4 AIT 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 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 will be required).
- 3.5 Circumstances where AIT 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 20 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. The exception being for students paying for their tuition through an approved Government Loan Scheme where a remission will be applied.
- 3.7 Should the student breach any published terms and conditions, refunds may be withheld.

4 Requesting a Refund

Refunds must be requested in writing using the 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.

5 Issuing a Refund

- 5.1 Refunds may only be issued directly to the student in question, except for underage students. Regarding students under the age of 18, refunds must be paid to parent(s) or guardian(s) unless written consent is provided directing otherwise.
- 5.2 Any student who pays any portion of their tuition through a Government Loan Scheme (FEE-HELP/VSL/Other) 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 and please see the Re-crediting a Fee-Help Debt Policy.
- 5.3 Applications for refunds must be made within 12 months of the withdrawal date.

6 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.

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.

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7 Privacy Laws and Sharing of Information

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

I understand that by agreeing to the terms and conditions, this does not remove my right to take action under Australia's consumer protection laws.

Section 3

Supporting Documentation

| Document name | Document type | Location |
|-----------------------------------------------------------|----------------------|----------|
| NextEd and its subsidiary brand's Policies and Procedures | Policies | Internal |
| National Code 2018 | Govt Standards | External |
| TEQSA Threshold Standards 2021 | Regulatory Standards | External |
| ASQA Standards for RTO's 2025 | Regulatory Standards | External |
| Broadcasting Services Act 1999 | Legislation | External |

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 | 12 July 2022 | Chief Executive Officer | | New template, Clarification of timing of withdrawal. Splitting Domestic from International. |
| | | Group Quality, Accreditation & Compliance | | |
| 2.1 | 16 March 2023 | Executive General Manager | | New AIT name and template. Separation of non-accredited course T&Cs |
| 2.2 | 21 July 2025 | General Manager | | Update reference to RTO Standards |

