



The Illawarra  
Business College

# The Illawarra Business College

A division of Focal Holdings Pty Ltd

A.C.N. 064 243 367 CRICOS Provider Code: 01497F

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## DOMESTIC STUDENT ENROLMENT APPLICATION AND AGREEMENT

PERSONAL DETAILS – (Please use block letters)				Title:	Mr	Mrs	Ms
1.	Family Name:			Other	(Please specify)		
	Given Name(s)			2.	USI Number		
3.	Date of Birth (Day/Month/Year):			4.	Place of Birth		
5.	Residential Address:						
	Flat/Unit and Street No			Street			
	Suburb, locality or town			Postcode			State/Territory
6.	Postal Address (if same as above, write "As Above"):						
	Building/Property Name			Street			
	PO Box or Roadside Delivery Box No			Suburb, locality or town			
	State/Territory			Postcode			7. Email:
8.	Phone/Mobile Number			9. Gender:	Male	Female	X
<b>COURSE/S REQUESTED</b>							
Course 1:				Start Date:			
Course 2:				Start Date:			
Course 3:				Start Date:			
What Training Method are you interested in?		Face-to-Face	Smart & Skilled	Traineeship	On-line/Distance		
<b>CREDIT FOR PREVIOUS STUDIES</b>							
Do you wish to apply for credit for previous studies (eg Credit Transfer or Recognition of Prior Learning)?				Yes	No		
<p>If you are claiming Credit Transfer or Recognition of Prior Learning, please provide details. Copies of previous academic records must be certified by a Public Notary or Justice of the Peace or legal practitioner and certified copies must be attached to this application. Official English language translations must also be attached if this documentation has been issued in another language. If more than one qualification has been completed, please attach separately. An administration fee of \$200 is payable upon lodging application for course credit. Please note hourly cost for assessing Recognition of Prior Learning applications is \$120.</p>							
<b>LANGUAGE AND CULTURAL DIVERSITY</b> (Please tick relevant box)							
10.	In which country were you born?	Australia	Other	(Please specify)			
11.	Do you speak a language other than English at home? (If more than one language, indicate the one that is spoken most often.)						
	No, English only	Go to Question 13		Yes, other (Please specify)			
12.	How well do you speak English?	Very well	Well	Not well		Not at all	
13.	Are you of Aboriginal or Torres Strait Islander origin?	No	Yes, Aboriginal		Yes, Torres Strait Islander		
<b>DISABILITY</b> (Please tick relevant box)							
14.	Do you have a disability, impairment or long-term condition? (Please tick relevant box)			Yes	No	Go to Question 16	
15.	If YES, then please indicate the areas of disability, impairment or long-term condition						
	Hearing/Deaf	Learning	Vision	Acquired Brain Impairment			
	Physical	Mental Illness	Mobility	Medical Condition			
	Intellectual	Other (Please specify)					
<b>SCHOOLING</b> (Please tick ONE box only)							
16.	What is your highest COMPLETED school level?						
	Year 12 or equivalent	Year 11 or equivalent		Year 10 or equivalent			
	Year 9 or equivalent	Year 8 or below		Never attended school		Go to Question 21	
17.	In which YEAR did you complete that school level?						
18.	Are you still attending secondary school?	Yes	No	What year are you in?			
<b>PREVIOUS QUALIFICATIONS ACHIEVED</b>							
19.	Have you SUCCESSFULLY completed any of the following qualifications?				Yes	No	
20.	If YES, then tick ANY applicable boxes.		Bachelor Degree or Higher Degree		Advanced Diploma or Associate Degree		
	Diploma (or Associate Diploma)		Certificate IV (or Adv Cert/Technician)		Certificate 111 (or Trade Certificate)		
	Certificate 11		Certificate 1		Certificates other than the above		
<b>EMPLOYMENT</b> (Please tick ONE box only)							
21.	Which BEST describes your current employment status?			Employer	Self employed - not employing others		
	Employed - unpaid worker in family business		Full-time employee		Part-time employee		
	Unemployed - seeking full-time work		Unemployed - seeking part-time work		Not employed - not seeking employment		
	Other status – not specified						
<b>STUDY REASON</b>							
22.	Which BEST describes your main reason for undertaking this course/traineeship/apprenticeship? (Please tick ONE box only)						
	Get a job	Requirement of my job	Get a better job / promotion		Personal interest		
	Extra skills for my job	Start my own business	Another course of study		Other reasons		
	Try for a different career	Self-development	Develop my existing business				

**DECLARATION** (If this form is signed by agent, separate written authority for agent to act on behalf of student must be attached.)

1. By signing the declaration below, I agree to:
  - 1.1. the terms and conditions set out in this form and agree that, if I accept an offer of enrolment at the College, the terms and conditions on this form will form part of the written agreement with the College);
  - 1.2. abide by the policies of The Illawarra Business College ('College') as amended from time to time and available electronically at [www.tibc.nsw.edu.au](http://www.tibc.nsw.edu.au);
  - 1.3. abide by the regulations set out in the Student Handbook as amended from time to time and made available electronically at [www.tibc.nsw.edu.au](http://www.tibc.nsw.edu.au);
  - 1.4. update the College immediately upon changing my address or other personal details;
  - 1.5. pay all fees due on or before the due date and declare that I have the financial capacity to meet such fees;
  - 1.6. be contacted by the College by any written, verbal or electronic means including email, facsimile, sms, telephone or mail;
2. **POLICIES:** In addition, by signing this declaration, I agree that I have read and understand the following policies made available electronically by the College and located at [www.tibc.nsw.edu.au](http://www.tibc.nsw.edu.au):
  - 2.1. course progress policy;
  - 2.2. deferring, suspending or cancelling enrolment policy;
  - 2.3. recognition of prior learning policy;
  - 2.4. fees policy and understand that the College can change the amount or type of fees it charges students at any time without notice;
  - 2.5. refund policy (an extract of which is also set out below) and understand that I may not be entitled to a full refund if I withdraw from the course before the commencement date;
  - 2.6. students complaints and appeals policy and understand that the availability of a complaints and appeals process does not remove the right to take further action under Australia's consumer protection laws; and
  - 2.7. privacy policy.
3. I confirm that I:
  - 3.1. have read and understand the pre-enrolment information made available electronically by the College and located at [www.tibc.nsw.edu.au](http://www.tibc.nsw.edu.au);
  - 3.2. agree that the College has the right to change fees, conditions, course timetables and class locations and to cancel or defer courses at any time without notice.
4. **UNIQUE STUDENT IDENTIFIER:** I understand that I am required to have a Unique Student Identifier (USI) which I can obtain from <http://usi.gov.au>. In the event that I do not obtain my own USI, I give permission for the College to obtain my USI upon submission of USI Application and I am required to activate this through the USI portal <http://usi.gov.au>

**Signature of Student****Date**

By completing and submitting this form, I declare that I have read, understand and accept the terms and conditions of enrolment

**TERMS & CONDITIONS****COURSE BREAKS**

You may not take holidays at any other times than the College's scheduled holiday periods, except in emergencies, when "special leave" may be granted at the discretion of the College. In cases where special leave is granted, course fees for the period of leave will not be credited to an extension of the course.

**UNIQUE STUDENT IDENTIFIER:** The College can be prevented from issuing you with a nationally recognised VET qualification or statement of attainment if you complete your course but do not have a Unique Student Identifier (USI). If you have not yet obtained a USI you can apply for it directly at <http://www.usi.gov.au/create-your-USI/> or you can authorise the College to do so on your behalf.

**MARKETING AND ADVERTISING**

By signing this form I consent to the College using my photograph, image, likeness and/or comments for marketing and promotional materials use. If you wish to withdraw your consent at any time, please notify the College in writing.

**COURSE DELIVERY MODES**

Courses may be delivered in a number of modes including face to face, online and may include practical and/or work experience components (which may be delivered outside the College's main campus).

**LITERACY AND NUMERACY:** To successfully complete your training, you must be able to check and record competently, read, comprehend, estimate, measure and calculate. If required, the College may refer you to Literacy and Numeracy training in identified areas to ensure that you meet the requirements of your training. Students may be asked to complete an on-line LLN test prior to enrolment or at induction in an endeavour to assist students by determining any special needs they may have to complete their studies.

**PRIVACY NOTICE:**

Information is collected on this form and during your enrolment in order to meet our obligations under the VET Quality Framework and to meet obligations under Australian laws generally. Information collected on this form and otherwise includes, but is not limited to, personal and contact details, course enrolment details and changes. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government, the NSW Government and designated authorities and, if relevant, the Australian Student Tuition Assurance Scheme and/or agencies. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

**PAYMENTS –****Payment is required at the time of enrolment.**

Once fees are paid, receipts will be issued directly to students. Payments must be made in Australian Dollars. Payments can be made by:

- Cash directly to the College;
- Bank Cheque or Money Order payable to Focal Holdings Pty Ltd (**no personal or business cheques are accepted**);
- Credit Card (Visa or MasterCard);
- Direct Deposit to: Focal Holdings Pty Ltd;  
**Bank:** Westpac Bank **Branch:** Corrimal  
**Account Name:** Focal Holdings Pty Ltd; **BSB:** 032-061 **Account:** 30-9104

**FEE PROTECTION**

We are aware of our obligations as a Registered Training Organisation to protect any student fees paid in advance. To this effect, we do not collect fees in advance of more than \$1500.00.

**INSURANCE**

Focal Holdings Pty Ltd ('College') holds public liability insurance cover and takes all reasonable care to prevent injury to students and comply with all relevant laws, including the Work Health and Safety Act, as amended from time to time.

**SAFETY**

You (the student) agree that some of the activities undertaken at the College may involve some risk or hazard and by signing this form you agree to abide by all safety directions and instructions issued by the College.

You agree to advise College immediately if you contract a disease or illness or sustain an injury which is likely to be detrimental to the health or wellbeing of other students or any officers, employees or agents of College.

In the event of an accident or illness, You authorise the College and its employees, officers and agents to obtain medical assistance for me and You agree to pay the expenses.

**INDEMNITY:** By signing this declaration, the student agrees that Focal Holdings Pty Ltd ('Focal'), its officers, trainers, employees, representatives, assigns, associated entities and/or agents shall not be held responsible and/or be under any liability as far as permitted by the laws of Australia (including the laws of the Commonwealth or of any State or Territory) and/or will not make any claim against them for the student's death, bodily injury, disability, loss, damages and/or property damage which may be sustained by the student. This includes claims which may be caused by the student in connection with or during the period of the student's attendance at any premises operated by Focal, the student attending activities and/or excursions and/or in any accommodation arranged for the student. The student agrees to pay any direct and/or indirect costs incurred by Focal and agrees also to fully indemnify Focal for any costs and/or liabilities in relation to these activities and/or excursions organised by or on behalf of or with the assistance of Focal or of which Focal has knowledge.

**REFUND POLICY**

This policy sets out when refunds will and will not be available to students. This policy will be advised to prospective students prior to their acceptance of an offer of enrolment at the College.

**Definitions**

Tuition Fees means fees a provider receives, directly or indirectly, from:

- (i) a student or intending student; or
- (ii) another person who pays the fees on behalf of a student or intending student; that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student;

**Application**

All applications for refund must be made by submitting a signed Application for Refund Form together with all relevant, certified documentary evidence supporting the reasons for the refund application.

**Amounts "not refundable"**

The registration application fee (\$200.00) is not refundable under any circumstances  
Except in the unlikely event of Provider Default occurring, moneys paid for Direct Expenses are

**REFUNDS.... Cont'd**

not refundable where the College has, at the date that the refund application is lodged with the College, incurred costs in obtaining the goods or services for which the Direct Expenses relate. For example, if a student has paid an amount for textbooks and these texts have been provided by the College to the student, no refund will be issued.

**For refunds in the case of Provider Default, see below.****Processing Timeframe**

All approved refunds will be provided within 28 days of the College receiving an Application for Refund Form in satisfactory form, accompanied by the relevant supplementary documentation.

The date of the notification for Application for Refund is the date on which the completed form is received by the College. If the Application for Refund is filed without the necessary supporting documentation (ie Withdrawal Form etc) then the date of filing will be when the final supporting documentation is received.

**Student Default**

If a student who has not yet commenced a course informs the college in writing of a cancellation not later than 28 days prior to the commencement of the course the registration application fee plus 20% of the total tuition fees will not be refunded.

If a student cancels their course in writing within or less than 28 days before the commencement date the registration application plus 40% of the total tuition fees will not be refunded.

All applicable fees will be due and payable and no refunds will be issued if the course starts on the agreed starting day, and:

- a student has commenced their course; or
- a student has commenced their course but the College cancels their enrolment because the student fails to pay an amount due to the provider in order to undertake the course; or
- a student does not start the course on the agreed starting day and has not previously advised the College in writing of their intention to withdraw.

In the circumstances listed at (a) and (c) above, the College may in its discretion issue a refund if the student:

- proves to the College's satisfaction that exceptional circumstances existed (such as severe medical illness requiring hospitalisation, death or natural disaster) which prevented the student from commencing the course on the agreed starting day; and
- provides documentary evidence in support of the exceptional circumstances, e.g. a medical certificate, death certificate, newspaper article confirming the natural disaster.

Refunds will not be approved or provided in the following circumstances:

- where the student concerned has provided fraudulent, forged or misleading information.
- if the request is submitted after the student has had their enrolment terminated due to non-payment of tuition fees.
- if the student fails to submit their Application for Refund within 30 days of the end of the study period in which the tuition fee was applicable.
- if the student fails to comply with the conditions of enrolment and the College's student-related policies.

**Disciplinary Reasons**

No refund will be issued if a student's enrolment is cancelled because of student academic or behavioural breaches.

**Provider Default**

In the unlikely event that the College is unable to deliver your course in full, you will be offered a refund of the amount of any unspent pre-paid fees received by the College.

The refund will be paid to you within 14 days of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the College at no extra cost to you. You have the right to choose whether you would prefer a refund of the unspent pre-paid fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If the College is unable to provide a refund or place you in an alternative course our membership of ACPET for domestic students will place you in a suitable alternative course with another provider at no extra cost to you.

Finally, if this is not possible, you will be eligible for a refund as calculated by the relevant authorities.

**Issue of Refund**

Refund applications will not be processed where the signature on the Application for Refund Form does not match the student's signature as shown on other documents provided by the student for admission to the College.

Refunds will be paid only to the student unless the student has nominated another person, e.g. an education agent, on their relevant Student Enrolment Application Form or on the Application for Refund Form in which case the College may in its discretion pay the refund to the nominated party.

The date of the notification for Application for Refund is the date which the completed form is received by the College. If the Application for Refund is filed without the necessary supporting documentation (i.e. Withdrawal Form etc) then the date of filing will be when the final supporting documentation is received.

**Appeal**

Students may appeal a decision by the College to refuse a refund or appeal against the amount of refund given by accessing the College's complaints and appeals procedure. The student agreement and the availability of a complaints and appeals process does not remove the student's right to take further action under Australia's consumer protection laws.