

INTERNATIONAL STUDENT ENROLMENT APPLICATION AND AGREEMENT

PERSONAL DETAILS – (Please use block letters and provide personal details as shown in passport)

| | | | |
|---|---------------------------------------|---------------------------------|--|
| Family Name (Surname) | | | |
| Given Name(s) | | USI Number (if known) | |
| Date of Birth (Day/Month/Year) | | Gender | Male <input type="checkbox"/> Female <input type="checkbox"/> X <input type="checkbox"/> |
| Residential Address (in Australia) | | | |
| Flat/Unit number & Street number: | | Street Name: | |
| Suburb, locality or town | | State | Postcode |
| Postal Address (if different from Residential Address) | | | |
| Telephone | | Email | |
| Address in Home Country: | | | |
| Suburb/Town/City: | | Postcode/Zipcode: | Country: |
| Passport Number: | | Passport Expiry Date: | |
| Australian Visa Number: | | Visa Expiry Date: | |
| Visa Type (please tick): | Student Visa <input type="checkbox"/> | Visa Sub-Class (Please specify) | Tourist Visa/Working Holiday Visa <input type="checkbox"/> |

EDUCATIONAL QUALIFICATIONS & ENGLISH LANGUAGE PROFICIENCY

True copies of academic records certified by a Public Notary or Justice of the Peace or legal practitioner must be attached. Official English language translations must also be attached if this documentation has been issued in another language. *If your English language score is not equivalent to IELTS 5.5 and you wish to apply for a vocational course, you will need to attempt the College's internal English Vocational Placement Assessment.*

| | | | |
|-----------------------------|------------------------------|--------------------------------|--------------------------------|
| Name of institution: | | Highest level achieved: | |
| English Level: | Nil <input type="checkbox"/> | IELTS <input type="checkbox"/> | TOEFL <input type="checkbox"/> |
| | | Other <input type="checkbox"/> | Score: |

NB: Documentary evidence must be provided or an approved English test taken before Confirmation of Enrolment can be issued.

Do you require an English Language course? N.B. Our associated English Academy courses available upon request. Yes No

REQUESTED COURSES & AGENT DETAILS (Please note all courses are full-time requiring attendance for a total of 20 hours per week, face-to-face - including up to 33% online study. Courses marked with an asterisk include compulsory Work Placement.)

| | | |
|--|---|--|
| <input type="checkbox"/> BSB30120 Certificate III in Business | <input type="checkbox"/> CHC33015 Certificate III in Individual Support* | <input type="checkbox"/> SIT30821 Certificate III in Commercial Cookery* |
| <input type="checkbox"/> BSB40120 Certificate IV in Business | <input type="checkbox"/> CHC43115 Certificate IV in Disability* | <input type="checkbox"/> SIT40521 Certificate IV in Kitchen Management* |
| <input type="checkbox"/> BSB50120 Diploma of Business | <input type="checkbox"/> BSB40520 Certificate IV in Leadership & Management | <input type="checkbox"/> SIT30616 Certificate III in Hospitality* |
| <input type="checkbox"/> BSB60120 Advanced Diploma of Business | <input type="checkbox"/> BSB50420 Diploma of Leadership & Management | <input type="checkbox"/> SIT50416 Diploma of Hospitality Management* |
| | <input type="checkbox"/> BSB60420 Advanced Diploma of Leadership & Management | <input type="checkbox"/> SIT60316 Advanced Diploma of Hospitality Management |
| Start Date Course 1: | Start Date Course 2: | Start Date Course 3: |
| | | Start Date Course 4: |

Do you have an agent representing you with your enrolment application? (If yes, please provide details below) Yes No

Authorised Agent/Representative:

ADDITIONAL SERVICES REQUIRED

| | | |
|---|-------|---|
| Do you require us to arrange Homestay Accommodation: (If yes, please indicate number of weeks required): | Weeks | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you require us to arrange Airport Transfer: (If yes, please attach a copy of your flight itinerary). | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you currently hold Overseas Student Health Cover {OSHC}? N.B. This is compulsory for overseas students. | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you want the College to arrange Overseas Student Health Cover (OSHC)? (This must be paid for at time of enrolment) | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Please indicate type of Overseas Student Health Cover required: | | <input type="checkbox"/> Family <input type="checkbox"/> Single |

PREVIOUS QUALIFICATIONS ACHIEVED

| | | |
|---|---|--|
| Have you SUCCESSFULLY completed any of the following qualifications? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| If YES, then tick ANY applicable boxes. | Diploma (or Associate Diploma) <input type="checkbox"/> | Certificate II <input type="checkbox"/> |
| Bachelor Degree or Higher Degree <input type="checkbox"/> | Certificate IV (or Advanced Certificate /Technician) <input type="checkbox"/> | Certificate I <input type="checkbox"/> |
| Advanced Diploma or Associate Degree <input type="checkbox"/> | Certificate III (or Trade Certificate) <input type="checkbox"/> | Certificates other than the above <input type="checkbox"/> |

CREDIT FOR PREVIOUS STUDIES

| | | |
|---|------------------------------|-----------------------------|
| Do you wish to apply for credit for previous studies (eg Credit Transfer or Recognition of Prior Learning)? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <small>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 \$300.00 is payable upon lodging application for course credit. Please note hourly cost for assessing Recognition of Prior Learning applications is \$120.</small> | | |

DOCUMENT CHECKLIST – to be completed prior to issue of Letter of Offer (please tick):

| | | | |
|--|--------------------------|--|--------------------------|
| Have all sections of this form been completed? | <input type="checkbox"/> | Proof of OSHC attached? | <input type="checkbox"/> |
| Has the student signed this form personally? | <input type="checkbox"/> | IELTS or other English score certificate/award attached? | <input type="checkbox"/> |
| Copies of qualifications attached and certified as true and translate? | <input type="checkbox"/> | Copy of Passport Photo, signature pages attached? | <input type="checkbox"/> |
| Has the student been given a copy of the signed Enrolment Form? | <input type="checkbox"/> | Has the student read the Pre-Enrolment Information? | <input type="checkbox"/> |
| Copy of completed Language, Literacy and Numeracy Test? | <input type="checkbox"/> | Has the Pre-Study Evaluation Form been completed and attached? | <input type="checkbox"/> |

QUESTIONNAIRE (Mandatory information for AVETMISS and NCVET Reporting) Please answer the following questions by ticking the relevant box.

LANGUAGE AND CULTURAL DIVERSITY (Please tick relevant box)

| | | | | |
|----|---|---|--|--|
| 1. | In which country were you born? | Australia <input type="checkbox"/> | Other <input type="checkbox"/> (Please specify) | |
| 2. | 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 <input type="checkbox"/> | Yes, other <input type="checkbox"/> (Please specify) | Go to Question 4 |
| 3. | How well do you speak English? | Very well <input type="checkbox"/> | Well <input type="checkbox"/> | Not well <input type="checkbox"/> |
| 4. | Are you of Aboriginal or Torres Strait Islander origin? | No <input type="checkbox"/> | Yes, Aboriginal <input type="checkbox"/> | Yes, Torres Strait Islander <input type="checkbox"/> |

DISABILITY (Please tick relevant box)

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|----|--|---------------------------------------|---|--|
| 5. | Do you have a disability, impairment or long-term condition? (Please tick relevant box) | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Go to Question 7 |
| 6. | If YES, then please indicate the areas of disability, impairment or long-term condition | Hearing/Deaf <input type="checkbox"/> | Learning <input type="checkbox"/> | Vision <input type="checkbox"/> |
| | | Physical <input type="checkbox"/> | Mental Illness <input type="checkbox"/> | Mobility <input type="checkbox"/> |
| | | Intellectual <input type="checkbox"/> | Other <input type="checkbox"/> (Please specify) | Acquired Brain Impairment <input type="checkbox"/> |
| | | | | Medical Condition <input type="checkbox"/> |

If you have a disability and require additional support while studying your nominated course, you should discuss your individual needs with your Enrolling Officer and/or Designated Trainer.

SECONDARY EDUCATION (Please tick relevant box below):

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|----|---|--|--|---|
| 7. | What is your highest COMPLETED school level? (Tick ONE box only) | Year 12 or equivalent <input type="checkbox"/> | Year 11 or equivalent <input type="checkbox"/> | Year 10 or equivalent <input type="checkbox"/> |
| | | Year 8 or below <input type="checkbox"/> | Year 9 or equivalent <input type="checkbox"/> | Never attended school <input type="checkbox"/> |
| 8. | What YEAR did you complete that school level? | | 9. | Are you still attending secondary school? Yes <input type="checkbox"/> No <input type="checkbox"/> |

EMPLOYMENT

| | | | |
|-----|--|---|--|
| 10. | Of the following categories, which BEST describes your current employment status? (Tick ONE box only) | Full-time employee <input type="checkbox"/> | Employed - unpaid worker in a family business <input type="checkbox"/> |
| | | Part-time employee <input type="checkbox"/> | Unemployed - seeking full-time work <input type="checkbox"/> |
| | | Self employed - not employing others <input type="checkbox"/> | Unemployed - seeking part-time work <input type="checkbox"/> |
| | | Employer <input type="checkbox"/> | Not employed - not seeking employment <input type="checkbox"/> |

STUDY REASON

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|-----|---|---|--|
| 11. | Of the following categories, which BEST describes your main reason for undertaking this course/traineeship/apprenticeship? (Tick ONE box only) | To get a job <input type="checkbox"/> | It was a requirement of my job <input type="checkbox"/> |
| | | To develop my existing business <input type="checkbox"/> | I wanted extra skills for my job <input type="checkbox"/> |
| | | To start my own business <input type="checkbox"/> | To get into another course of study <input type="checkbox"/> |
| | | To try for a different career <input type="checkbox"/> | Other reasons <input type="checkbox"/> |
| | | To get a better job or promotion <input type="checkbox"/> | For personal interest or self-development <input type="checkbox"/> |

WRITTEN AGREEMENT: Your written agreement with the College is made up of the following documents: (1) The "Letter of Offer" (which incorporates the relevant course information flyer/s for your course/s) and (2) the **International Student Enrolment Application and Agreement**.

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

- By signing the declaration below, I agree to:
 - 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;
 - abide by the policies of Focal Holdings Pty Ltd ('College') as amended from time to time and available electronically at www.tibc.nsw.edu.au;
 - 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;
 - update the College immediately upon changing my address or other personal details;
 - pay all fees due on or before the due date and declare that I have the financial capacity to meet such fees;
 - be contacted by the College by any written, verbal or electronic means including email, facsimile, sms, telephone or mail;
- AGENT AUTHORITY:** I confirm that I have authorised the education agent detailed above (if any) to deal with the College on my behalf and authorise the College to deal with this education agent (including disclosing my personal information and issuing refunds) in relation to my enrolment application and study with the College or any directly or indirectly related matters. I agree to notify the College immediately if I change my education agent.
- 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:
 - course progress policy and understand that I must satisfactorily complete assessments in order to maintain satisfactory course progress;
 - student transfer policy and understand that I cannot transfer provides within the first six months of studying my principal course without meeting the requirements of this policy;
 - deferring, suspending or cancelling enrolment policy;
 - course credit policy and understand that if any application made by me for course credit results in a shorter course duration, this may affect my visa conditions and may result in the College notifying the Australian Government of the change to course duration;
 - fees policy and understand that the College can change the amount or type of fees it charges students at any time without notice;
 - refund policy (an extract of which is also set out overleaf);
 - students' complaints and appeals policy and understand that this written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies; and
 - privacy policy.
- I confirm that I:
 - have read and understand the pre-enrolment information and the Student Handbook information made available electronically by the College and located at www.tibc.nsw.edu.au;
 - have personally signed this enrolment form and have been given/retained a copy for my records
 - have read and understand that the terms and conditions in the Letter of Offer will form part of this Enrolment Application;
 - have read and understand the description of the course, fees payable, the duration, the attendance requirements including any work-placement component and the training and/or assessment requirements and believe that I have been fully informed about the course I will be undertaking;
 - have read and understand the description of the ESOS framework made available electronically by Department of Education located at <http://www.internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx>
 - understand that any school-aged dependants accompanying me will be required to pay full tuition fees at a private or government school in Australia;
 - 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;
 - understand that no qualifications will be issued if I have any outstanding fees payable.
- 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 |
|----------------------|------|

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.

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.

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 online 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.

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.

TERMINATION OF ENROLMENT: By signing this form I understand that in the event that my enrolment is terminated for whatever reason any further submissions of tasks will not be accepted and/or marked. A Statement of Attainment will be issued for those units in which I have been assessed as having demonstrated competence.

PRIVACY NOTICE:

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. Information collected on this form and otherwise includes, but is not limited to, personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by you of student visa conditions.

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 2018.

Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS) and the TPS Director and/or State or Territory agencies in accordance with Privacy Act 1988. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised/ required by law.

PAYMENTS –

Please do NOT send any payments until you have received a Letter of Offer from us and you wish to accept the offer.

The College is unable to accept or process any payments received before such time. 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, Money Order or Bank Draft payable to Focal Holdings Pty Ltd (no personal or business cheques are accepted);
- Credit Card (Visa or MasterCard);
- Direct Deposit or Telegraphic Transfer to Focal Holdings Pty Ltd:

Bank: Westpac Bank **Branch:** Corrimal
Account Name: Focal Holdings Pty Ltd Trust for Overseas Students
BSB: 032-685 Account: 13-6889 Swift Code: WPACAU2S

N.B. The student will be responsible for any additional bank fees /charges incurred.

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 agreement, You agree to indemnify the College and its officers, employees, and agents (together, "College Personnel") against any liability for any loss, injury, death, damage, costs or expenses (each a "Loss Event") incurred or suffered by You arising directly or indirectly from or in connection with this agreement except to the extent that any Loss Event is caused by the negligence of the College or any College Personnel.

This means that this indemnity does not apply where the Loss Event is caused by the negligence of the College or College Personnel.

This indemnity applies to all events arising or in connection with this agreement, including when You are on campus as well as events occurring on, during or from activities or excursions.

REFUND POLICY

This policy sets out when refunds will and will not be available to students. In accordance with the National Code 2018, the contents of this policy will be advised to prospective students prior to their acceptance of an offer or enrolment at the College.

Definitions

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

- (i) an overseas student or intending overseas student; or
 - (ii) another person who pays the fees on behalf of an overseas student or intending overseas 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.

Student Transfer

In the case of a refund application where a student is transferring provider before the expiry of their initial 6 months of studying their principal course, refund applications will not be considered unless the transfer is approved.

This means that students should only lodge their Application for Refund Form if they have been granted a letter of release from the College.

REFUNDS.... Cont'd

Amounts "not refundable"

The enrolment application fee (\$300.00) is not refundable under any circumstances. Except in the unlikely event of Provider Default occurring, moneys paid for Direct Expenses are 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 overseas student health cover and this cover has been arranged by the College, 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 – General (Other than Visa Application Rejection)

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.

A refund processing fee of \$250.00 will apply to all refund applications.

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.
- where the student's visa status changes to Permanent Resident following commencement of their studies.
- where the student has breached visa conditions.
- if the student fails to comply with the conditions of enrolment and the College's student-related policies.
- if a student "fast tracks" and completes their course in a shorter time than what is specified in the letter of offer.

The Secretary will be notified of any student default and/or early completion of studies.

Student Default - Visa Application Rejection with consequent Non-commencement of study

For international students, in accordance with S47E of the ESOS Act, the total amount of pre-paid tuition fees will be refunded in full if the visa application is rejected by the relevant embassy or Australia's Department of Immigration and Border Protection (DIBP) or its successors.

The amount of unspent pre-paid fees that the College will refund the student is the total amount of the pre-paid fees the College has received for the course in respect of the student less the following amount worked out by Ministerial legislative instrument:

- the lesser of:
 - 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or
 - the sum of \$500.

The College will require a signed Application for Refund Form in satisfactory form, together with a notarised copy of the Australian Government's rejection letter to be supplied to the College to confirm the visa rejection and validate the refund application.

Student Default – due to Disciplinary Reasons and/or Visa Cancellation

No refund will be issued if a student's enrolment is cancelled because of student academic or behavioural breaches, suspension or expulsion from studies, or if a student visa is cancelled due to breaches of visa conditions.

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 worked out in accordance with Section 46D of the ESOS Act.

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 the Tuition Protection Service (TPS) for international 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 (ie 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.