Terms and Conditions of Offer a Course at PCBT

Campus locations:

Main College for all student’s theory component of qualification
110 Brown Street
East Perth, WA, 6004

N.B. for students who wish to drive to the college parking fees apply

Kitchen for Certificate III of Commercial Cooking Students only
28/386 Wanneroo Road
Westminster, WA, 6061

Facilities
At Perth College of Business and Technology, courses are designed to provide intensive training for career success in a professional learning environment that is both challenging and motivating.

General facilities for students include:

✓ 3 x computer labs
✓ Student Support Officer providing care, counselling & guidance on living in Perth WA.
✓ Social programs in the local community that you will be living in.
✓ Help with accommodation & rental issues.
✓ Internet access.
✓ Language assistance.
✓ Student library
✓ Modern Commercial Kitchen

Condition:
Please check your email for further requests of documents or information pertaining to your enrolment during the acceptance of this offer.

Training Plan
Please find attached your course outline (known to PCBT as your Training Plan) covering all scheduled lessons for the duration of your course/s with your methods of assessment, location and other information pertaining to your course structure. If you are a Commercial Cookery student we have a Third Party Provider agreement with Time Critical to deliver HLTAID003 Provide First Aid at our main facility location.

TimeTables are updated on: http://pcbt.wa.edu.au/current-student/timetables/.

Special Comments:
The availability of classes cannot be guaranteed for students who do not enrol before the due date in your Letter of Offer.

Overseas Student Health Cover (OSHC):
In line with revised Department of Immigration and Border Protection (DIBP) requirements, since 1 July 2010 students are required to provide evidence of OSHC cover for the full duration of their student visa. PCBT can organise your OSHC with the preferred provider, BUPA Australia. Please refer to your Acceptance of Offer for the OSHC amount.

Terms of Offer:
This offer must be read in conjunction with “Terms of Offer” enclosed. All the terms and conditions in this offer are valid for the study period stated above. To accept this offer, you must complete, sign and return the enclosed “Acceptance of Offer and Terms of Offer” with payment and relevant documents by the due date.

Compulsory Orientation:
PCBT is dedicated to providing an enjoyable and valuable learning experience. Attendance at Orientation is compulsory. Orientation will ensure that you have got right timetable and you will have the best opportunity to familiarise yourself with the campus/staff and services offered prior to your studies commencing.

Best wishes with your studies and I welcome you to Perth College of Business and Technology.
Terms of Offer

This agreement, and the availability of a complaints and appeals process, does not remove the right of the student to take action under Australia’s consumer protection laws. Overseas students have access to appeals and dispute resolution services and information from the Overseas Student Ombudsman. For more information, visit http://www.oso.gov.au

1. The Agreement

1.1. These Terms of Offer, the Letter of Offer and Acceptance of Offer together form a binding Agreement between PCBT and the recipient of the attached Letter of Offer. Provision of enrolment is subject to a payment of one agreed fee. Refund calculations are based on the minimum payment as detailed above in accordance with the ESOS Act 2012.

1.2. The Terms of Offer may be subject to variation as necessary to comply with any Australian Commonwealth or State law, regulation or amendment thereof.

1.3. The Agreement and PCBT’s responsibilities to the student pertain only to the course(s) outlined in the Letter of Offer.

1.4. All conditions and special notes contained in the Letter of Offer must be met and/or agreed to prior to PCBT issuing a Confirmation of Enrolment.

1.5. Students must meet the minimum English language proficiency requirement for entry into the course.

1.6. International Students entering Australia under a temporary entry permit (e.g. a student visa) are responsible for ensuring the relevant visa is issued in time to attend PCBT orientation.

1.7. Attendance at orientation is compulsory; therefore, International Students must ensure the relevant visa is issued in time to attend orientation. Special permission must be sought for non-attendance at the assigned date of orientation.

1.8. Students are expected to attend all classes and Complete all assessments during a course and must abide by all rules and regulations of PCBT that are in force at the time of their enrolment.

1.9. Students are expected to maintain a minimum of 80% attendance for the full duration of study. Students must maintain minimum 50% courses progress in accordance with Visa requirements. Students must maintain financial status with the College at all times, in accordance with the detailed payment schedule contained in the invoice.

1.10. PCBT may use its discretion to cancel or temporarily suspend the enrolment of a student on the grounds of misconduct by the student, financial status (students with overdue fee) or on grounds of compassionate or compelling circumstances.

1.11. International students are protected by the Education Services for Overseas Students (ESOS) legislative framework located at: https://internationaleducation.gov.au/Regulatory-Information/Pages/RegulatoryInformation.aspx

1.12. Students are responsible for supplying the Student Unique Identifier (USI) number to the college before any transcript, qualification or testamur may be issued. Students may seek advice from PCBT to apply for a USI.

2. Fees

2.1. Tuition fees, charges and accounts are payable in advance of each term and students are not permitted to commence a term until all outstanding fees and charges are paid. If student withdraws from the course before completion any discounts provided will be null and void and full course fees as quoted as per the invoice will apply.

2.2. Student agrees to pay all amounts due within the agreed timeframe, but no later than 7 days from the date of invoice. The Student agrees that if they fail to pay in accordance with this clause, PCBT may:

a) Recover all debt recovery costs incurred in collecting overdue accounts on an indemnity basis;

b) Withhold supply; Take Legal action to recover money owing on the goods or services provided

c) In the event where this agreement has been entered into by more than one party each party shall be jointly and severally liable for any amounts overdue.

2.3. Students are required to pay in advance agreed tuition fees in the start of every term. Payments are scheduled to be made no later than the first day of the commencement of the course, then no later than the first day of term 2 and the final payment will be due no later than 5 weeks from the end of course. All fees must be finalised no later than 1 week of course completion. PCBT encourages students to discuss instalment payment if required, however, PCBT retains all discretion of approval. Additional charges may be incurred for instalment payment plan, if approved. Students with outstanding fee are not permitted to attend class without approval from Management. Please refer clause 2.2 for charges for late fee. Any student who has an outstanding college debt will not be eligible to receive a Statement of Results or Academic Transcript, graduate or receive an award until payment is made in full.
2.4. The total tuition fees stated in the Offer Letter are indicative only and are based on a full time study load for one term.

2.5. Students enrolling in a second or subsequent term with PCBT are required to ensure full payment of tuition fees and charges for the new term is made no later than the first day of that term. Details of the payments due dates are contained in the letter of offer or as agreed and documented in your student records. Failure to make payment by the due date will incur penalty fees as detailed in clause 2.2 above. Failure to commence study by the notified date may incur additional charges and/or cancellation of enrolment.

2.6. Where a student’s study period is extended beyond the period of the student visa, the student will be liable for visa application and related costs.

2.7. Additional fees for actions of students that have deviated from the agreed Letter of offer and subsequent rules of PCBT contained in the terms of Offer

Fees during the enrolment period

| Repeat of unit                      | As per Unit cost as outlined in scheduled fees |
| RPL assessment (per unit of competency) | As per Unit cost as outlined in scheduled fees |
| Administration fee for cancellation | $500.00                                      |
| Catch up for each unit              | $500.00                                      |
| Cancelation fee                     | $300.00                                      |
| Catch for missing practical’s       | $250.00                                      |
| Catch for missing theory            | $250.00                                      |
| Re-issue of CoE                     | $250.00                                      |
| Catch up missing units online (per unit) | $200.00                                      |
| Replacement Diploma / Certificate   | $100.00                                      |
| Bank dishonor fee                   | $95.00                                       |
| Additional statement of attainment (one statement of attainment will be provided free of charge each term) | $50.00                                       |
| Reassessment (per assessment)       | $50.00                                       |
| Replacement ID card                 | $10.00                                       |
| Academic support class (per two-hour class) | No charge                                    |
| Moderation on appeal (per assessment task per unit) | No charge                                    |
| “One-on-one” mentoring (per hour)   | No charge                                    |
| LLN skills assistance (per hour)    | No charge                                    |

Fee increases

Students are informed on the Letter of Offer and Acceptance of Offer that tuition fees will not increase during their period of enrolment at PCBT with a current valid CoE.

The additional fees identified above, may, however, be subject to increase. Notices will be placed throughout the PCBT campus(es) notifying students if any of these fees are to increase. Students will be provided with four weeks’ notice of the intention to increase any of these fees.

3. Course Duration

3.1. PCBT courses are registered on CRICOS. Part of the regulation stipulates duration PCBT has the right to alter the duration of a course to suit specific circumstances e.g. failure to disclose credit transfers.

4. Visa Conditions

4.1. Student visas are normally issued for the period of the course or courses being offered. Students needing to extend their visa beyond this period may ask PCBT staff for assistance. However, the staff would be unable to give you advice about visa and will provide an appropriate path to seek professional advice.

4.2. International students are responsible for meeting all visa conditions as specified by the Australian Government. For more information on Australian Visa regulations please refer to http://www.border.gov.au.

4.3. PCBT is required by law to report to the Australian Government international students who are found to be in breach of their visa conditions (e.g. maintaining satisfactory attendance and progress, or financial status). Reported students may have their student visa cancelled and required to leave Australia.

4.4. Students are required to inform PCBT of their local address details at orientation, as well as any subsequent changes to their contact details in writing within 24 hours whilst studying at PCBT. Each student will have a six (6) monthly review of their contact information.
5. **Privacy of Information**

5.1. Information of students, collected prior to commencing and over the course of their studies, may be made available to relevant Commonwealth, State Government agencies and to the Tuition Protection Scheme and the TPS Funds Director, to ensure compliance with PCBT’s obligations under the ESOS Act 2000, ESOS Regulations 2001, the ESOS National Code 2007 and other relevant Commonwealth and State legislation.

5.2. In the event of circumstances requiring critical incident management, PCBT reserves the right to disclose limited personal information of a student where it is considered necessary to meet or maintain its duty of care responsibilities to that student.

5.3. With the exception of parties referred to in clauses 5.1 and 5.2, information will only be provided to other parties with a student’s permission.

6. **Agents**

6.1. Applicants who enrol via through agent may change their agent by submitting a written advice to the college. Responsibility for notifying the agent lies with the student. Students re-enrolling with the college directly are responsible for notifying any past agent.

7. **In Case of an Emergency**

7.1. In the event of circumstances requiring urgent medical care where the student is incapable of speaking on their own behalf, PCBT is authorised as a matter of urgency to seek and provide appropriate medical care on behalf of the student.

8. **Refund Policy:**

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9. **Provider’s Default**

As per the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, in the unlikely event that PCBT is unable to deliver the course for which you have been accepted or deliver the course in full to you, PCBT will offer you a place in an alternative course at PCBT or identify an alternative
course at another education provider. PCBT will make this offer to you at no cost to you. If you decide to accept this offer of enrolment in a course, PCBT will ask you to accept this offer in writing. If you do not accept an offer of enrolment into an alternative course, PCBT will refund to you any unspent pre-paid course fees received by PCBT. If PCBT does not refund to you the unspent pre-paid course fees received for the course or obtain your written acceptance of enrolment into an alternative course within the provider notification and obligation (3 business days or 14 days) of the course not being delivered, or not delivered in full to you, PCBT will notify the Tuition Protection Service (TPS) Director within 7 days. The Director will facilitate the on-line course placement service to enable you to identify and enrol into suitable alternative course.

10. Deferral, Suspension or Cancellation of Enrolment Policy

Under certain limited circumstances, a student's enrolment may be deferred, suspended or cancelled. A student's enrolment can be deferred, suspended or cancelled by Perth College of Business & Technology, or by the student. Deferral means to delay the commencement of a course. Suspension means the temporary postponement of enrolment during a course. Cancellation means termination of enrolment in a course.

11. Deferral, suspension or cancellation by a student

Students who wish to defer, suspend or cancel enrolment can apply to do so only if the course in which they were enrolled is unavailable, their visa is delayed or there are compassionate or compelling circumstances. Compassionate or compelling circumstances are usually beyond the control of the student and have an impact on the student's course progress or the student's well-being. Compassionate or compelling circumstances include:

- serious injury or illness, supported by a medical certificate which states that the student was or will be unable to attend classes, bereavement of close family members such as parents or grandparents;
- major political upheaval or natural disaster in the home country, requiring emergency travel which has had an impact on the student's studies;
- traumatic experiences such as being a victim of, being involved in, or witnessing, a serious crime.

12. Effect of deferral, suspension or cancellation of enrolment on a student's visa

Deferral, suspension or cancellation of an enrolment is likely to have an effect on a student's visa. Students should contact the nearest DIBP office or refer to www.border.gov.au for further information. All deferrals, suspensions and cancellations of enrolment are notified to DIBP via the PRISMS system and all documentation about the deferral, suspension or cancellation of a student is filed in the student's file.

13. Deferrals, suspensions or cancellations

Perth College of Business & Technology may defer the commencement of a course if the course is not offered.

14. Suspension

Perth College of Business & Technology may suspend a student for misconduct, under circumstances where the student

- has been in breach of a Perth College of Business & Technology rule;
- is in breach of enrolment conditions;
- is assessed as providing a threat to the well-being of other students or staff.

If the suspension of a student's enrolment will result in the student being unable to complete the course within the course duration as specified on the CoE, the student must apply for a course extension by making a written request with the Student Services Officer. The student will be advised to check with the nearest DIBP office for information about the impact of the extension of the course on the student's visa.

15. Cancellation
Perth College of Business and Technology may cancel the enrolment of a student if the student:

✓ is in breach of enrolment conditions;
✓ has been in breach of a Perth College of Business & Technology;
✓ is assessed by the PEO as providing a threat to the well-being of other students or staff;
✓ has been assessed as behaving in a way such as to constitute serious misconduct;
✓ fails to meet the requirements of the course progress policy;
✓ fails to pay tuition fees;
✓ fails to re-enrol.

16. Notice of intention to defer, suspend or cancel enrolment

Where a suspension is initiated by Perth College of Business & Technology, the student will receive a notice of intention to suspend enrolment. In each case, the notice will clearly identify that the student will be given 20 working days to access the Perth College of Business & Technology internal complaints and appeals process. If an appeal is lodged, Perth College of Business & Technology will maintain the student’s enrolment until the internal appeals process is complete. Perth College of Business & Technology reserves the right to not provide learning opportunities during this process should it be deemed appropriate.

17. Your rights -

The ESOS framework protects your rights, including:

✓ Your right to receive, before enrolling, current and accurate information about the courses, fees, modes of study and other information from your provider and your provider’s agent. If you are under 18, to ensure your safety, you will be granted a visa only if there are arrangements in place for your accommodation, support and welfare.
✓ Your right to sign a written agreement with your provider before or as you pay fees, setting out the services to be provided, fees payable and information about refunds of course money. You should keep a copy of your written agreement.
✓ Your right to get the education you paid for. The ESOS framework includes consumer protection that will allow you to receive a refund or to be placed in another course if your provider is unable to teach your course.

The ESOS framework sets out the standards Australian education providers offering education services to overseas students must obey. These standards cover a range of information you have a right to know and services that must be offered, including:

✓ orientation and access to support services to help you study and adjust to life in Australia;
✓ who the contact officer or officers is for overseas students;
✓ if you can apply for credit transfer and/or recognition of prior learning;
✓ when your enrolment can be deferred, suspended or cancelled;
✓ what your provider’s requirements are for satisfactory progress in the courses you study and what support is available if you are not progressing well;
✓ if attendance will be monitored for your course, and a complaints and appeals process;
✓ One of the standards does not allow another education provider to enrol a student who wants to transfer to another course, and has not completed six months of the final course of study planned to undertake in Australia. If the student wants to transfer beforehand the student needs the provider’s permission.


Education of accompanying dependents

If you would like to bring your children to Australia with you, you must be aware of the following schooling issues:
It is an immigration policy that school-age dependants of international students undertake formal schooling while they are in Australia.

- Children who have their fifth birthday before 1st April of that calendar year are eligible to start school.
- You will need to provisionally enrol your child in a school before you leave your home country and you will normally have to pay the school fees one semester in advance. The school will issue an Electronic Confirmation of Enrolment Form (eCoE) stating the program and its duration, so that you can obtain the appropriate visa for your child.
- The Diplomatic Mission in your country can tell you which State schools are registered to take international students. Fees are payable by international students at all State schools unless you:
  - Are in receipt of sponsorship or scholarships from the Australian Government (e.g. the Australian Development Scholarship, IPRS);
  - Hold a higher institution or approved non-government scholarship. These scholarships must be approved by the State government for the dependants to be exempt from school fees.
- You will be responsible for school fees and other costs including school uniforms, books, excursions and stationery. These fees can amount to a significant cost.
- When choosing the most appropriate school for your child, it is best to ask questions about the school’s curriculum, size, extra-curricular activities and the size of individual classes.
- You should also take into consideration the distance from the school to your education institution, the suburb in which you intend to live and the method of transport you plan to use.

For more information about government schooling for children of international higher degree students visit the WA Education and Training International website.

18. Provider Transfer

18.1. Students who have not completed six months of their principal course on their current student visa may require a release letter from their principal provider, as per the Education Service for Overseas Students (ESOS) Act 2000. If you require a letter of release from your current provider you are required to provide the letter of release to PCBT before your enrolment at PCBT can be confirmed.

19. Agent’s Declaration (If applicable)

I have read and understood the terms and conditions enclosed in this offer letter. I have also explained these terms and conditions to the applicant.

Name of Agent:
Name of Agent’s Company or Agency:
Agent’s Signature:
Date:

20. Message from Admissions Manager

You now must complete and return the Acceptance of Offer Form, to indicate whether you wish to Accept, Defer or Decline this offer, otherwise your position on the course may be revoked.

Please read and complete all sections of the Acceptance of Offer Form prior to returning it to Perth College of Business & Technology. Any incomplete forms will need to be resubmitted, and may affect your position.

We thank you for choosing to study at Perth College of Business & Technology and look forward to meeting you in the very near future.

Should you have any questions regarding this letter, please do not hesitate to contact Perth College of Business & Technology Administration Staff.

Regards

Ryan Rahimi, Admissions Manager