

Formalisation Of Enrolment:

This policy observes the requirements, accountabilities and procedures for written agreements between Cadet as the registered provider and International Students with regard to the services to be provided, fees payable and information in relation to refunds of course money in line with Standard 3 – Formalisation of Enrolment of the National Code of Practice 2007 & ESOS Act 2000.

1. Where an International Student has submitted an Application for Enrolment and eligibility has been confirmed, the Cadet International College Registrar will prepare an International Student Agreement (Letter of Offer) using Letter of Offer template located on the Cadet Intranet for the course in which the Student is enrolled.
2. The International Student Agreement (Letter of Offer) will be sent to the International Agent representative and the student will meet with the Agent to discuss in full the terms and conditions contained in the International Student Agreement (Letter of Offer) highlighting in particular:-
 - a. Details of course in which enrolled including any conditions of enrolment
 - b. Itemised list of course money payable by the student
 - c. Information in relation to Cadet's refunds policy
 - d. Privacy information conditions and circumstances wherein personal information may be provided by Cadet to the Australian Government and designated authorities. This information will include personal and contact details, course enrolment details and changes to any course enrolment, and the circumstance of any suspected breach by the student of a student visa condition. Information may be share between the above agencies for the purposes of:
 - promoting compliance with the ESOS Act and the National Code of Practice 2007
 - assisting with the regulation of providers
 - promoting compliance with the conditions of a particular student visa or visas, or of student visas in general
 - facilitating the monitoring and control of immigration
 - e. Obligations re; change of address
 - f. Detailed information in relation to breakdown of refund monies
 - g. Process for claiming a refund
 - h. Clear explanation re; cancellation of course
 - i. Statement: "This Agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's Consumer Protection Laws"
3. If there is no International Agent representative involved, the International Student Agreement (Letter of Offer) will be sent to the Student directly
4. Each prospective international student on applying to Cadet International College acknowledges and agrees to the terms and conditions of the Course Fees and details as well as the Refund Policy by signing the Cadet International College International Student Agreement (Letter of Offer) Acceptance and Payment Form. Cadet International College will receive a signed International Student Agreement (Letter of Offer) and payment of the compulsory deposit and compulsory enrolment fee to secure enrolment of the student.
5. Cadet International College will formalise the student's enrolment and commence the CoE process in Prisms.
6. The terms and conditions set out in the Letter of Offer apply equally to commencing students and to continuing students, unless specified otherwise.
7. Cadet International College reserves the right to amend these terms at any time.
8. Enrolments and amendments to enrolments, including amendments to workloads, of all international students, must be approved in advance in writing by the International Student Registrar. The International College Manager, the Student Support Officer, the Training Services Manger and the Trainer as well as any partnering organisation must be advised of any amendments made to International Student enrolments.

↑ Payment of Student Course Fees:

1. The course fees and course durations as advertised by Cadet International College are for standard full-time courses where students are progressing without failures.
2. Commencing and continuing international students are required to pay the international student course fees listed for their year of course commencement throughout the normal duration of their study in the course concerned.

Payment of International Student Course Fees:

3. International Student course fees are payable in Australian dollars.
4. International students are required to pay the appropriate international student course fees for a course study period as per the Schedule identified in their Letter of Offer.
5. The student will be provided with an itemised list of course money payable in their Letter of Offer.
6. Cadet will not accept course money from the student until the student has signed or otherwise accepted the Letter of Offer. Cadet will accept course money received at the same time as the signed acceptance of Letter of Offer.
7. If an international student or agent representative offers Cadet course money prior to the signed Letter of Offer being received, Cadet will not accept this payment and will immediately contact the student or agent representative to inform them that the payment will not be processed (and the enrolment can not progress) until the accepted signed Letter of Offer has been received. Cadet will accept a faxed copy of the Letter of Offer on the proviso that the original Letter of Offer is forwarded as soon as possible.
8. If for some reason, money has been directly debited into Cadet's bank account by way of direct payment from a prospective student or agent representative prior to Cadet receiving the accepted signed Letter of Offer, Cadet will not use the course money received and will immediately contact the student or agent representative to inform them that the payment will not be processed (and the enrolment can not progress) until the accepted signed Letter of Offer has been received. Cadet will accept a faxed copy of the Letter of Offer on the proviso that the original Letter of Offer is forwarded as soon as possible.
9. Commencing international students are required to pay the enrolment fee at the time of accepting a place in a course. Continuing international students are required to pay the fee by the date specified in a letter sent to the Student.
10. CADET cannot provide education to students where fees remain unpaid. It is an enforced policy of CADET International College that a student may not take their place at the College at the start of a term where fees for the previous term remain unpaid. (Refer to Deferring, Suspending or Cancelling Policy and Procedure)
11. Students who do not pay their fees by the due date and fail to do so in a timely manner will not be issued with a timetable, resources or able to access classes until fees are paid.
12. Failure to comply with the required payment date will result in the termination of the offer of a place or of enrolment at Cadet International College.
13. Students who have been advised that their enrolment will be terminated due to non payment of fees will be able to access Cadet's complaints and appeals procedures.
14. These guidelines, and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws.
15. Any written documentation, receipts or file notes shall be kept on file as proof of evidence of actions taken in relation to the use or otherwise of course monies.

↑ Refund Of Fees Policy:

1. Cadet International College insures all Overseas Student's course monies under the Government's National Insurance Fund. International Students may claim against this fund if Cadet International College cannot meet its withdrawal undertaking as outlined in Sections 2 – 6 below.
2. In the case where an International Student has accepted a Letter of Offer and the course has been cancelled by Cadet prior to commencement, the Student shall be entitled to a full refund of all fees paid. The cancellation notice period shall be any time prior to commencement of the course.
3. In the case where a Letter of Offer has been accepted by an International Student and the course has commenced, however the course is then cancelled by Cadet at any time after commencement of the course, the refund entitlement due to the student shall be calculated as per the ESOS Regulations (OSTAS Insurance) calculation rate.
4. In the case where an International Student is unable to obtain a suitable VISA (proof required within 14 days), the Student shall be entitled to a full refund of all fees paid less the amount of two hundred and fifty dollars (\$250.00) administration fee.
5. In the case where a Letter of Offer has been accepted by an International Student and the student has paid the full amount of course fees as per the schedule identified in their accepted Letter of Offer, and the Student then withdraws from the course of their own accord:-
 - a. a period of 28 days or more **before** the course commencement, then the Student shall receive a refund of all fees paid, less 25% of the total tuition fee, which will be withheld by Cadet International College;
 - b. less than 28 days **before** or **after** course commencement, then the Student shall receive a refund of all fees paid (where paid in full), less 50% of the total tuition fee, which will be withheld by Cadet International College. Where the student has paid less than 50% of the tuition fees due and payable for the course they are enrolled in, then the student will **not** be entitled to a 50% refund of tuition fees paid.
 - c. a period of 28 days or more **after** course commencement, then the Student shall be entitled to a nil refund of any monies paid. No refunds will be made after the student has completed more than 28 days of a course unless the student has a legitimate complaint against Cadet International College that can be substantiated under the Consumer Protection Laws of the Commonwealth of Australia or the State of Queensland.
6. In the case of any other Cadet approved withdrawal from a course, the Student shall be entitled to receive a pro-rata amount of remaining (undelivered) course units less the amount of five hundred dollars (\$500.00) administration fees.
7. If the student is expelled from the college for a serious breach of discipline, no fees will be refunded. Cadet International College has a complaint process in place whereby a student can lodge a complaint if a dispute arises. (*See Complaints and Appeals Policy and Procedure*)
8. **Refunds where cadet international college is unable to deliver a course in full (Provider Default):**

The following wording shall appear in the Letter of Offer so as to satisfy the requirements of Standard 3.2(c) of the National Code of Practice 2007.

"In the unlikely event that Cadet International College is unable to deliver your course in full, you will be offered a refund of all the course money you have paid within two weeks from the day on which the course ceased being provided. Alternatively you may be offered enrolment in an alternative course by Cadet International College. You have the right to choose whether you would prefer a full refund of course 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.

Please Note: *If you choose placement in another course, an administration fee of \$500.00 will be payable upon enrolment and further tuition fees may apply depending on the course chosen.*

If Cadet International College is unable to provide a refund or place you in an alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or if this is not possible you will be eligible for a refund as calculated by the Fund Manager.”

9. Students who accept their Letter of Offer and subsequently decide to withdraw from the course must notify Cadet International College in writing addressed to the International Registrar using the Cancellation/Refund Application Form. Cadet will accept notification from the International Agent Representative on behalf of the student.
10. This Refund Policy Agreement does not remove the right for a Student to take further action under Australia's Consumer Protection Laws. Cadet International College's dispute resolution processes do not prevent the student's right to pursue other legal remedies.
11. In all cases, the following shall apply:
 - If a student is expelled from the College for a serious breach of discipline, no fees will be refunded. The College has a complaint process in place whereby a student can lodge a complaint if a dispute arises.
 - The student will meet all bank charges incurred by Cadet in issuing of a refund.
 - Students are not permitted to transfer course fees to another student.
 - Students cannot transfer to another course at another institution within the first six (6) months of commencement of a course unless the student has requested a transfer under compassionate and compelling circumstances and such request has been reviewed by Cadet and approved.
12. A copy of the Refund Policy will be included in the:
 - a. International Student Handbook located on Cadet's website and print form given to Students prior to commencement of course studies.
 - b. Conditions of Enrolment document which outlines Cadet International College conditions of enrolment for Students (which is also included in the Letter of Offer)
 - c. Letter of Offer containing Refund Policy information
13. **Refund Application Process:**
 - Student request for refund must be made in writing using the Cancellation/Refund Application Form and supplied to CADET.
 - Applications for refund will be processed and student will be notified of outcome within five (5) working days
 - If a refund is declined, the reason for the decline will be clearly outlined in writing to the student
 - CADET will make payment of all refunds within twenty-eight (28) days of receipt of a written application for refund where approved
 - The student will meet all bank charges incurred by CADET in issuing the refund
 - Students are not permitted to transfer course fees to another student
 - Students cannot transfer to another course at another institution within the first six (6) months of commencement of primary course unless application has been made for compassionate or compelling circumstances and such request has been reviewed by CADET and subsequently approved.
 - CADET will provide all students with a Refund Calculation Statement that explains how the refund amount has been calculated.