

## Terms and Conditions for Enrolment and Payment

The following terms and conditions represent the agreement between the student and EIM International Training for the provision of the course.

1. When enrolling into an EIM International Training course you accept the following terms and conditions:
  - a. Agree to comply with EIM International Training Student Policies and Procedures as outlined in the Student Handbook.
  - b. Confirm that you fulfill all entry requirements for the course in which you are applying for.
  - c. Agree to pay all required fees associated with your course plus GST, if applicable; and
  - d. Acknowledge and accept the Schedule of Administrative Fees and the Schedule of Fees as published on the EIM International Training website ([www.eim.edu.au/international](http://www.eim.edu.au/international)).
2. Upon receipt of the Course Fee, EIM International Training agrees to:
  - a. Process your application for the relevant course.
  - b. Allocate you to a trainer who will provide training and assessment support throughout the course.
  - c. Supply you with initial course material and resources for your course.
  - d. Provide access to learning and administrative support.
  - e. Grade your assessments.
3. EIM International Training will provide you with course materials for subsequent units of competency for your course as you successfully complete your assessments.
4. EIM International Training will issue you appropriate Certification or Statement of Attainment for your course within 30 days of your course end date. EIM International Training reserves the right to withhold the issuance of the Certification until such time when all course fees are paid in full.
5. EIM International Training may make changes to your course, course materials and the EIM International Training Student Policies and Procedures as reasonably required in accordance to ASQA and the NVR Standards. EIM International Training may also make reasonable changes to the Schedule of Administrative Fees and Schedule of Fees and/or locations.
6. Fees may be paid in advance or in accordance with the student payment instalment agreement option. You will not be allowed to start your studies until all applicable fees are paid or a payment instalment agreement is signed. This includes tuition fees, enrolment fees and administration charges associated with this offer. To pay off your course fees you must:
  - a. Initial deposit, which consists of the holding payment for each course and enrolment fee (if applicable), is due on date of enrolment.
  - b. Commencement payment is due on the day of induction, unless otherwise negotiated.
  - c. All instalments must be paid on or before the due date. Monthly payments are due on the 1st of every month, as per your student payment instalment agreement or a late payment fee may be incurred.
  - d. EIM International Training issues Tax Invoices/Statements as a reminder of your payments due.
  - e. If your Instalment Plan is in arrears, you must contact the college as this may affect your ability to continue studying.
  - f. Fees may change without notice. Please confirm fees upon enrolment.
7. Overdue fees may result in formal warning letters being issued. If outstanding fees are more than 2 months overdue and 2 payment warning letters have been issued, you will then be issued with a letter advising that you have 20 days to pay or appeal. If full payment is not received for all outstanding monies or no completed appeal form is received within the 20 days, your enrolment for current and future courses will be cancelled.
8. If you fail to pay any part of the course fee by the due date, EIM International Training reserves the right to:
  - a. Withhold provision of the course materials.
  - b. Withhold trainer and assessor support.

- c. Withhold grading of assessments.
  - d. Withhold the certification or testamur.
  - e. Notify relevant credit agencies of your default.
9. EIM International Training reserves the right to all the content of the course materials, including copyright and all other such intellectual property rights contained therein remain the property of EIM International Training or a nominated third party. You may not reproduce any part of the course materials without the prior written consent of EIM International Training.
10. EIM International Training may extend the duration of your course only in the following circumstances:
- a. Compassionate or compelling circumstances (see the Policies and Procedures for definition).
  - b. Where the College is implementing an intervention strategy for students at risk of not meeting academic progress requirements.
  - c. Where the College has approved the deferral of commencement of studies or the suspension of study.
11. If you wish to terminate your studies before the completion of your course, you must notify EIM International Training in writing by submitting a Withdrawal Form. Cancelling your enrolment in a course may incur a fee. Refer to the Fees, Charges and Refunds Policy and the Schedule of Administration Fees regarding refunds and cancellation fees.
- a. If you become seriously ill or are required to return home due to exceptional compassionate circumstances (such as death or severe illness of someone in your immediate family) and you can no longer continue your study, EIM International Training may refund the balance of unused fees.
  - b. This refund is entirely at the discretion of the CEO. You may need to provide appropriate evidence, such as a medical certificate.
  - c. Alternatively, the College may choose to hold the fees in credit for 12 months, to be used by you or a close family member. If fees are not used within the 12-month period, a refund will not be applicable.
  - d. Students may re-schedule their course start date in writing seven working days before course commences. This may incur a fee, please refer to the Schedule of Administration Fees.
12. If you fail to notify EIM International Training of your Cancellation Request within 3 months of the agreement date, you will be liable to pay the course fee to EIM International Training in full.
13. In the event that you need to defer your course for a period of time, you will need to submit a Deferral Request form. Courses can only be deferred for a maximum of 12 weeks. Students can appeal for a longer period however this must be approved by the CEO. No refund of Course Fees will apply and you will still be liable for all payments due under this Agreement.
14. If you wish to transfer to another course offered by EIM International Training:
- a. You will need to submit a Course Transfer Request Form within three months of the commencement of your course.
  - b. EIM International Training reserves the right to refuse a Course Transfer Request. If your Course Transfer Request is successful you will be required to pay a Transfer Fee as outlined in the Schedule of Administrative Fees.
  - c. If the new course is of greater value than your current course, then you will need to pay the additional Course Fees to the value of the new course.
  - d. If the new course is of lesser value than your current course then you will need to continue to pay your current Course fee.
  - e. Only one course transfer is permitted per enrolment.
  - f. Please note that Course Fees will not be refunded as a result of a course transfer.
15. If you wish to transfer to another provider:
- a. You will need to submit a written transfer request and provide a letter of offer from the other provider.
  - b. All written transfer requests will be considered carefully and any concerns discussed with the student.
  - c. A transfer request cannot be considered until all tuition fees are paid in full for the current course.

- d. Transfer requests will not, in normal circumstances, be granted in the first 6 months of the principle course for Student Visa holders.
- e. Tuition fees may be transferred between institutions at the discretion of the College, provided that the student's transfer is approved by both institutions, and subject to all Government requirements.

16. Provider Default (student visa holders only):

- a. If the College is unable to deliver your course due to extenuating circumstances, you can apply in writing for a refund of remaining tuition fees only (as per Refund Policy). The refund will be paid to you within 28 days based on written refund application.
- b. EIM International Training complies with the government sponsored Tuition Protection Service (TPS) as outlined in the ESOS act. You can find more information on the act at:  
[www.legislation.gov.au/details/c2022c00066](http://www.legislation.gov.au/details/c2022c00066)

17. Refunds:

- a. Refund applications must be made in writing via the Refund Application Form to the College;
- b. Refunds will be processed in Australian dollars within 28 days of the written application;
- c. Any refund requests not covered in this policy are entirely at the discretion of the CEO.
- d. This agreement does not remove your right to take further action under Australia's consumer protection laws.
- e. You have the right to pursue other legal remedies.
- f. All administration fees including the enrolment fee and holding deposits for each course are non-refundable.
- g. For off-shore students where the visa application is refused, 100% of the tuition fee, including holding deposit (less agent fee if applicable) will be refunded, less an administrative fee of no more than 5% or \$500 (whichever is the lesser amount).
- h. For on-shore students accessing the student payment instalment agreement option, please note refunds of the initial deposit will only occur if the course does not proceed. Refunds after the start date will be at the discretion of the CEO.
- i. Where withdrawal notified in writing and received by the College 28 days or more before the nominated start of your course, 100% of the tuition fee, excluding holding deposit (less agent fee if applicable) and enrolment fee will be refunded.
- j. Where withdrawal notified in writing and received by the College less than 28 days before the nominated start of your course, 75% of the tuition fee (less holding deposit and less enrolment fee and any agent fee if applicable) will be refunded.
- k. Where withdrawal notified in writing and received by the College on the nominated course start date or after the course starts, no refund of tuition fees will be made;
- l. Please note: "course" refers to a single course as opposed to a "package" which is two or more courses.

18. Refunds will not be granted if:

- a. The Department of Home Affairs (DoHA) excludes you from continuing your course.
- b. You withdraw after the course begins (subject to discretion of CEO).
- c. EIM International Training reports you to DoHA for any reason or suspends or expels you from the College at any time.
- d. The course commences on the nominated start date and you do not start on that day and have not previously withdrawn from the course.
- e. You submit falsified evidence of your eligibility for your course (i.e. IELTS certificate or school certificates) and upon initial assessment do not meet the entrance criteria.
- f. The college has to temporarily close due to extenuating circumstances such as fire, cyclone or flooding (natural disaster).
- g. Days are lost due to - late commencement of a course, public holidays or absences during the course.

19. You need to provide evidence of your language level before your enrolment is accepted. You will also receive a full language assessment before you are enrolled. If your language level is assessed as being below the entry requirement for your course, you may be required to study an additional language program before commencing your course with us. If this affects the dates of your course, DoHA will be advised and your visa dates may be affected.
20. Overseas Student Health Cover (OSHC) (student visa holders only):
  - a. Student Visa holders must be covered by OSHC for the entire period of their studies.
  - b. Should you extend your period of study you will need to maintain your OSHC as a condition of your Student visa.
  - c. Students must provide a copy of the OSHC certificate with their application form or at the induction.
21. Induction is compulsory for all students and will be held on the week prior to commencement of your course. If you do not comply with this, your enrolment can be cancelled.
22. Students must notify the College of changes of address, telephone number and email address immediately they occur. Failure to do this may mean the student may not receive important information which may affect their course, their enrolment or their visa. This is a legal requirement.
23. Fees will not be reduced as a result of RPL processes, however may be reduced for credit transfer. Applications for credit transfers and/or RPL must be made at the time of enrolment. If, for Student Visa holders, the length of study is reduced as a result of credit transfers or RPL, DoHA will be advised and your visa dates may be affected.
24. Course progress and Attendance:
  - a. It is the policy of EIM International Training to comply with all state and commonwealth regulations regarding the attendance of students;
  - b. The EIM International Training course progress policy is available in the Policy and Procedure Manual.
  - c. You may be refused entry into a subsequent course if you have not fully completed a lower level course of which you have also enrolled in.
25. It is a requirement that students on vocational courses and work placements agree to abide by industry and/or EIM International Training dress standards, including uniform and safety clothing and footwear. Students who do not abide by our dress standards may not be able to continue their studies.
26. It is a requirement all students at the College treat other College staff and students with respect at all times and agree to abide by our Code of Behaviour, including guidelines on language use, behaviour and health & safety. Students who do not abide by our Code of Behaviour may not be able to continue their studies and a refund will not be given.
27. EIM International Training has a commitment to access and equity for all students and staff. The College's Access and Equity Policy can be read in the Student Handbook. EIM International Training will not discriminate any person or tolerate discrimination against any person on the basis of race, ethnicity, gender, age, sexual orientation, religion or ability/disability.
28. Your personal information will not be disclosed to any other third party without your consent, unless authorised or required by law. EIM International Training uses students' personal information (such as name, address, attendance records and results) for general student administration as well as for planning, communication, research, evaluation and marketing activities undertaken by the College. Only authorized personnel have access to this information. Your personal information may be disclosed to Commonwealth and State Government Agencies. In other instances information collected during your enrolment can be disclosed without your consent where authorised or required by law.