Terms & Conditions of Enrolment

Prior to signing and accepting this agreement please read and ensure you understand the Terms & Conditions of Enrolment.

Section 1 - General

1.1 A prospective and/or enrolled international student acknowledges and agrees to the Terms and Conditions of Enrolment on signing the Offer and Acceptance Agreement.

1.2 The Terms and Conditions of Enrolment apply equally to a new and/or continuing student unless otherwise specified.

1.3 An application for refund for an international student must be authorised by the Chief Executive Officer (CEO) of Bendigo Kangan Institute or his or her nominee.

1.4 Bendigo Kangan Institute reserves the right to amend the Terms and Conditions of Enrolment at any time.

1.5 Where fees are paid by a party on behalf of the student, Bendigo Kangan Institute reserves the right to notify that party.

1.6 Bendigo Kangan Institute reserves the right to inform the Department of Immigration and Border Protection and Department of Education of any change of status where a student completes his or her program early, transfers to another provider, is excluded on academic grounds and fails to meet his or her visa conditions, defers or intermits his or her study or otherwise change the expected completion date of his or her study.

1.7 Bendigo Kangan Institute must not receive more than 50% of the total tuition fees for the program prior to program commencement where total program duration is more than 25 weeks.

Section 2 – Default

2.1 Student Default

A prospective and/or enrolled international student defaults where:

2.1.1 the student does not commence the program on the agreed start date and has not previously withdrawn.

2.1.2 the student withdraws from the program either
   a prior to the agreed start date
   b after the agreed start date

2.1.3 Bendigo Kangan Institute refuses to provide, or continue providing the program due to one or more of the following
   a student failed to pay an amount payable to the provider for the program
   b student breached a condition of their student visa
   c misbehaviour by the student

2.2 A prospective and/or enrolled international student does not default under Section 2.1 if the student does not commence the program because the registered provider defaults under Section 2.6

2.3 A prospective and/or enrolled international student does not default under Section 2.1 unless Bendigo Kangan Institute accords the student natural justice before refusing to provide, or continue providing the program.
2.4 Student Default Prior to Program Commencement
2.4.1 visa refusal – refund of all fees paid less 5% of total pre-paid tuition fees or $500, whichever is less.
2.4.2 Where 28 days, or more, written notice of withdrawal is provided a refund of pre-paid fees less 15% of pre-paid tuition fees for the first qualification. The tuition fee deposit for each subsequent qualification is not refundable.
2.4.3 Where less than 28 days written notice of withdrawal is provided a refund of pre-paid fees less 50% of pre-paid tuition fees for the first qualification. The tuition fee deposit paid for each subsequent qualification is not refundable.

2.5 Student Default after Program Commencement
2.5.1 visa refusal – no refund for all fees paid.
2.5.2 non commencement under Section 2.1.1 – no refund for all fees paid.
2.5.3 withdrawal under Section 2.1.2b - no refund for all fees paid.
2.5.4 cancellation under Section 2.1.3 – no refund for all fees paid.
2.5.5 suspension – no refund for all fees paid. Where a suspension is approved by Bendigo Kangan Institute for "compassionate & compelling" circumstances any pre-paid tuition fees not utilised will be transferred to the next study period. All transferred fees are not refundable and subject to a no further transfer condition.
Any compassionate and compelling circumstance provided will be strictly verified and examples of "compassionate and compelling circumstances" may include: serious illness or death of the student or a close family member (parent, sibling, spouse or child), a political, civil and natural events or traumatic events preventing student’s commencement or full payment of fees; this decision is subject to the provision of acceptable documentary evidence in support of the refund application.
2.5.6 visa cancellation – no refund for all fees paid.
2.5.7 change in visa status – no refund for all fees paid.

2.6 Provider Default
Bendigo Kangan Institute defaults* in relation to a prospective and/or enrolled international student where
2.6.1 the institute fails to deliver the program on the agreed start date.
2.6.2 the institute ceases to deliver the program at any time after the commencement but prior to completion.
2.6.3 the institute is prevented from delivering a program due to a sanction.
2.7 Section 2.2 does not constitute a provider default where the student defaults under Section 2.1 prior to the provider default date.
2.8 Bendigo Kangan Institute must report a provider default via PRISMS within 3 business days to the Secretary (or delegate) and Tuition Assurance Scheme, and default outcome within 7 days.
2.9 Bendigo Kangan Institute will refund pre-paid fees not utilised within 2 weeks of the default.
2.10 Bendigo Kangan Institute discharges obligations to refund where a place in an alternative program is arranged at Bendigo Kangan Institute’s expense and the offer is accepted by the student in writing.

*Explanatory note If Bendigo Kangan Institute fails to deliver the program for any of the reasons listed under 2.6 above, the student will be automatically entitled to a refund.
Section 3 - Refunds

3.1 The tuition fee deposit paid for each subsequent qualification is not refundable – exception Section 2.4.1

3.2 The funds covering the tuition fees must be clear at the time the refund request is made and all debts to Bendigo Kangan Institute be paid in full prior to processing of a refund.

3.3 A refund must be paid to the student or the person nominated in the Acceptance Agreement Declaration (Item 31).

3.4 Apart from instances of provider default where no Application for Refund is required, a refund request must be made with a completed Bendigo Kangan Institute International Application for Refund form to be submitted either

in person International Services
Kangan Institute
Room 2.06
Level 2
1 Batmans Hill Drive
Docklands 3008

mail International Services
Kangan Institute
Private Bag 299
Somerton Vic 3062
Australia

e-mail internationalfees@kangan.edu.au

3.5 All sections of the Application for Refund form must be completed by the student, signed and dated correctly. The application will not be processed where the signature on the application does not match the student’s signature on other documentation provided to Bendigo Kangan Institute.

3.6 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.

3.7 The Institute has the right to approve discreitional refunds on a case-by-case basis.

Section 4 - Payment of Refunds

4.1 A refund due to provider default will be paid within 2 weeks of default.

4.2 A refund due to student default will be paid within 4 weeks.

4.3 The refund processing period commences the date the completed Application for Refund form is received. Where applications are incomplete or pending supporting documentation the processing date will commence the date the application is complete.

4.3 A refund will be reimbursed in Australian dollars unless otherwise stipulated by the student on the application for refund.

Section 5 – Overpayment and unclaimed refunds

5.1 Where a student makes an overpayment of tuition fees, the overpaid amount will be credited into the next study period. If the student is in the last study period an application for refund must be submitted.

5.2 Students have up to 12 weeks from the initial date of written communication to claim the refund. Failure to so do will result in forfeit of the refund amount.

Bendigo Kangan Institute
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