

Terms and Conditions

Access & Equity

All applicants to Apex Institute of Education Pty Ltd will be treated with consideration to access and equity by:

1. the endorsement of cultural diversity by incorporating the principles of equity into all programs;
2. using staff that are instructed in their responsibilities regarding access and equity principles;
3. providing students with equitable access to all programs irrespective of their gender, culture, linguistic background, race, socio-economic background; disability, age, marital status, pregnancy, sexual orientation or carer's responsibilities; and
4. providing enrolment procedures that will be free of any form of discrimination, and if an individual does not meet the entry requirements, all attempts will be made to assist them to identify all alternative courses of action.
5. Some training programs offered may have limited number of places available and these will be filled in a chronological order upon completion of enrolment

Literacy and Numeracy

To enroll in a course at Apex Institute of Education your English language skills must be equal to or be above IELTS 5.5 or its equivalent.

To successfully complete your training you must be able to count, check and accurately record, read, interpret, estimate, measure and calculate. Apex Institute of Education may at times refer you to literacy and numeracy training in areas identified as necessary to ensure you meet the standards of your training. Where language, literacy and numeracy competency is essential for the course, Apex Institute of Education will make every effort to ensure that students are adequately selected, enrolled and supported to enable them to complete their training.

Fees Policy

All fees and charges are payable upon invoice and will cover a period of the impending six (6) months. Students may be precluded from sitting exams, receiving results or attending classes if tuition fees are not paid by the date specified on the invoice. Fees may be subject to change without notice.

Application/Enrolment Fee and Non-refundable fees

All applicants to Apex Institute of Education Pty Ltd must pay a non refundable enrolment/application/administration fee of \$200.00. Accommodation booking fee and airport pick-up fees are also non- refundable.

Tuition Fee

Tuition fees are only applied for student tuition. Tuition fees do not cover enrolment/application/administration, airport transfers, accommodation, transport, textbook

and/or tools/equipment, stationery or internet. Tuition fees are due to be paid on invoice six (6) months in advance. A late fee of \$200.00 may be applied for tuition fees not paid on time. Tuition fees must be paid in the form of a bank draft or bank cheque, and made payable to the Apex Institute of Education Pty Ltd. The Apex Institute of Education will not be responsible for any moneys paid to an agent or third party. When Apex Institute of Education receives a fee, and confirms the applicant has signed the Terms & Conditions on this application form, Apex Institute of Education will forward a Confirmation of Enrolment Form. This E-CoE is used to apply for a student visa.

Refund Policy

The following information is consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and/or provider default and is detailed in the Student Handbook:

- a) Application fees, enrolment fees, accommodation booking fee and airport pick-up fee are non-refundable.
- b) The cost of compulsory books, equipment and other materials fees needed for the course are non-refundable.
- c) Tuition fees are refunded in full, only if the student's visa application is rejected (for Off Shore Students only). Student must provide AIE with a written notification and a copy of documents evidencing the refusal including an original letter from the Australian Embassy, High Commission or Immigration Office. For on shore applicants refunds will be applicable as per d, e & f.
- d) Tuition fees will be refunded less a cancellation fee of 25% of that semester's total tuition fee provided that the written intention to withdraw from a course is received 28 days or more prior to the course commencement date.
- e) If written notice of your intention to withdraw from a course is received less than 28 days prior to the course commencement date or the student does not commence on the agreed date, or withdraws from the course once it has commenced there will be no refund of the tuition fees.
- f) If a student withdraws from a course after its commencement, then the student will be held liable for the any unpaid fees for that semester as a result of this withdrawal.
- g) AIE will not authorise the transfer of fees to other institutions or any other student's account.
- h) Bank charges for refunds made by cheque, bank draft or electronic transfer will be deducted from the refund amount.
- i) All refunds will be made in Australian Dollars only within 14 days after AIE receives a written refund claim by the student in accordance with the Terms and Conditions as outlined on the Enrolment/Application Form – this forming the written agreement with the registering student.
- j) For students taking package courses, the second and subsequent CoE's will incur a \$1000 non-refundable deposit and refund will be granted on the principal course CoE less the enrolment fee.
- k) If AIE cancels a course or on cases of **Provider Default**, paid fees are refunded in full within 2 weeks of the official announcement of the decision to default:
- l) This policy applies to a student in relation to a course if:
 - the course does not start on the agreed starting day; or
 - the course ceases to be provided at any time after it starts but before it is completed; or

- the course is not provided in full to the student because a sanction has been imposed on the registered provider under the ESOS Act; and
 - the student has not withdrawn before the default day.
- m) No refunds will be given to students who provide false or misleading information to the college.
- n) No refund will be made if a student fails to comply with the conditions of enrolment at AIE and any breach of the visa requirements of his or her visa imposed by the Australian Government
- o) If students are introduced to AIE through a third party who retains any portion of their payment or charges any additional fees, then such monies will not be refunded by AIE except the portion of prepaid tuition fee paid from the student, as such the third party/person shall be deemed to be your agent or not the agent of AIE.
- p) If a student completes the course early, the full tuition fees and additional fees must be paid before a certificate can be issued. If a student extends their course, they will be required to pay additional fees before the commencement of the extended course.
- q) If a student decides to change courses within AIE's offering after commencement of the original course, the enrolment fee will be deducted from the paid fees. The remainder of the tuition fees will then be transferred as payment for the other course.

Students' complaints in relation to refunds are processed using the AIE grievance and appeals procedures. AIE dispute resolution processes do not circumscribe the student's right to pursue other legal remedies; students may take further action under Australia's Consumer Protection Law.

Change of Student details

A student must advise Apex Institute of Education of any changes to accommodation and contact details whilst registered as a student with Apex Institute of Education

Visa Conditions

It is the responsibility of the student to remain aware of the conditions of their visa and visa subclass to register for a college course after the student has taken the Apex Institute of Education Pty Ltd letter of offer to DIAC for approval.

Change to Conditions

Apex Institute of Education Pty Ltd reserves the right to change its fees, conditions, course times or course commencement dates at any time with sufficient formal notice to International students.

Recognition of Prior Learning (RPL)

The decision to grant an exemption or credit in regard to the Recognition of Prior Learning (RPL) rests with the Registrar. Students, who believe that they can satisfy the requirements of any course

competency as a result of prior learning, practical experience or both, and wish to be exempted from re-doing this competency, may apply for an exemption.

Recognition of Prior Learning (RPL) - is the formal recognition of the skills and knowledge a person has regardless of how or where these skills may have been attained, that is, through formal or informal training work experience, (paid and unpaid) voluntary work and life experience. The evidence provided for RPL must address the currency of competencies being assessed.

Recognition of Current Competency (RCC) - This term is sometimes used. For general purposes the term is synonymous with RPL.

Credit Transfer - is an arrangement to give a standard level of credit or formal recognition to a learner who has previously achieved competence in a training or educational environment. Some Credit Transfer arrangements are also called Advanced Standing or Exemptions.

RPL for Entry - is an arrangement where learners are provided access to assessment tools and processes to assist them to meet minimum entry requirements for access to a course or qualification.

Note: In RPL for Entry, no qualification is issued. Recognition is given to the person's prior learning to permit entry through equivalence into a qualification that requires some specified entry standard.

Overseas Equivalence - is an arrangement to give formal recognition to an individual who has completed a course or qualification overseas. The Overseas Qualifications Unit can assist this process. Note: Under national recognition enrolling students may apply for exemptions on the basis of having previously attained a competency for competency units as listed on the Apex Institute of Education Pty Ltd course profile. The granting of Exemptions and RPL does not change the requirement for students to be enrolled in full time study and any shortening of course duration will be reported DIAC via PRISMS. Resultant course fee changes will be notified through the Registrar.