



## Terms & Conditions

I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing as indicated on the Application for Admission form ("the Application") and agree that I will pay to Pacific College of Technology ("the College") all tuition fees and other charges due for my course as set out in the brochure attached to the Application. I agree that on acceptance of the Application by the College, the Application will become the Contract of Enrolment ("the Contract") and further, I agree to abide by the following terms and conditions of enrolment:

Any variation of the terms and conditions of the Contract must be in writing and be signed by an authorised officer of the College.

I agree that it is a condition of my enrolment that I attend all scheduled classes except where there is a legitimate reason for non-attendance that is acceptable to the College (for example, illness supported by a Doctor's Certificate).

I agree that I am required to use my best endeavours to meet the requirements of the College program selected and to abide by the rules and regulations of the College, including those for attendance. I understand that if I breach any of the College's rules or my behaviour is deemed unacceptable by the College, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to the College under the Contract.

I agree that I may be required, and permission is hereby granted, to attend organised College excursions and activities as part of the course. The College is hereby authorised to obtain medical treatment for myself, should the College or a staff member acting on behalf of the College deem such action necessary. I agree to indemnify and hold harmless the College and its staff for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such emergency medical treatment.

I understand that if, after commencing the course, I discontinue my program before completion, I may remain liable to pay the full tuition fee and any expenses, costs or disbursements incurred by the College in recovering any outstanding monies, including debt collection agency fees and solicitors' costs.

### Cancellation & Refund Policy\*

Requests for a refund should be made in writing to the Principal of the College.

All refunds will be made in Australian dollars (AUD) only, and will be made payable to and sent to the student or their nominated agent.

Application fee, Recognition of Prior Learning fees, Re-assessment fees, Student Services fees and other fees are non-refundable, if they are incurred before the day of default.

Any refunded amount will have deducted a refund administration charge of AUD\$200, and any applicable transaction fees, bank charges and currency exchange fees, if they have been incurred before the day of default.

If a student's visa application is rejected, provided the student produces the letter of visa application rejection by the Department of Immigration, the College will refund within twenty-eight days the tuition fee paid minus *applicable deductions*\*.

If a student withdraws from the course more than twenty-eight days before the student's starting date, the College will refund within twenty-eight days the tuition fee paid minus *applicable deductions*\*.

If a student withdraws from the course twenty-eight days or less before the student's starting date, the student forfeits the tuition fee paid for the first six-month period. The College will refund within twenty-eight days any tuition fee paid for after the first six-month period minus *applicable deductions*\*.

If a student withdraws from the course, or has their enrolment cancelled after commencement but more than twenty-eight days before the commencement of the next six-month period, the student forfeits only the tuition fee paid for the current six-month period. The College will refund within twenty-eight days any tuition fee paid for after the current six-month period minus *applicable deductions*\*.

If a student withdraws from the course, or has their enrolment cancelled after commencement but twenty-eight days or less before the commencement of the next six-month period, the student forfeits both the tuition fee paid for the current and next six-month periods. The College will refund within twenty-eight days any tuition fee paid for after the next six-month period minus *applicable deductions*\*.

If an onshore student who has held a valid student visa at the time of enrolment with the College but has their subsequent visa application rejected after the commencement of course, the student forfeits the tuition fee for the commenced period. The College will issue a refund of any tuition fee paid for

course thereafter in pro-rata basis (calculated in weekly basis as per the College term calendar) within fourteen days minus *applicable deductions*\* provided the student produces the letter of visa application rejection by the DIAC.

If the College is unable to start the course on the stated starting date or if the College ceases to provide the course; the College will, within fourteen days, issue a full refund of the tuition fee paid minus any *applicable deductions*\*.

In the unlikely event that Pacific College of Technology is unable to deliver a course in full after commencement but prior to the student completing, refund of the tuition fee paid will be made within fourteen days.

### Accommodation Refunds.

I understand that if:

I cancel my accommodation more than fourteen days before arrival, the fees paid for accommodation will be refunded minus any *applicable deductions*\*.

I cancel my accommodation fourteen or less days before arrival, a cancellation fee equivalent to one week's accommodation and any *applicable deductions*\* will be deducted from any amount refunded.

I cancel my accommodation after arrival, 4 weeks' notice is required; any accommodation fees in excess of the notice period will be refunded less a 10% cancellation fee.

Course fees do not include the cost of textbooks. Students will have to purchase these on commencement of the course.

Any default by the College will be covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

This agreement does not remove the right to take further action under Australia's consumer protection laws.

The College's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.

### Student Grievance Policy

Students are expected to abide by the terms and conditions of enrolment and the published rules and code of conduct of the College. Disciplinary procedures will be applied in the event of a breach of these rules.

If a student has a dispute with a staff member or fellow student, student may refer the matter to the Director of the Studies, who will record the matter in writing.

The Director of Studies will review the matter, and the outcome will be given to the student in writing.

If the student is dissatisfied with the decision or in the absence of a Director of Studies, the student may refer the matter to the Principal for determination. The Principal will review the matter and the decision made by the Director of Studies, and will provide his decision in writing to the student.

If the student is dissatisfied with the decision by the Principal, he may seek independent external arbitration via the Institute of Arbitrators and Mediators of Australia (IAMA) (see [www.iama.org.au](http://www.iama.org.au)).

This Agreement does not remove the right to take further action under Australia's consumer protection laws.

### Changes to Enrolment

After course commencement, the College reserves the right to charge an Administration Fee of AU\$150 each time course or accommodation details are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses.

### Services

The College reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond the College's control necessitate such changes.

### Liability

Pacific College of Technology and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law. The College will not be liable in the event that any service contracted to be supplied by the College becomes

\* *Applicable deductions refer to: Refund Administration charges of AU\$200, non-refundable Application fees, Administration and Student Services fees, applicable Bank Transaction fees, Bank Charges and Currency Exchange fees; if they are incurred before the day of default.*

## Declaration

# *The full details of college Refund Policy & Procedure can be found on [www.pct.edu.au](http://www.pct.edu.au)*

### PERSONAL INFORMATION AND PRIVACY PROTECTION STATEMENT

The Pacific College of Technology is subject to the New South Wales Privacy and Personal Information Protection Act 1998 (the Act). The personal information you provide for this application will be protected in accordance with the College Privacy Policy. The information provided will only be used by the College for assessing your application for a place in the training course for which you have applied. If unsuccessful, the information will be retained in the records of the College only for the College's use for a period of 12 months and will not be disclosed except with your permission, in accordance with the College Privacy Policy. Under the Freedom of Information Act and the College Privacy Policy you have a right to access and correct any personal information concerning you held by the College in the student and financial databases. Routine corrections, changes and enquiries should, be directed to the College Reception. As required by law personal information of students/staff may be shared between Pacific College and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme. By signing this application it is understood that you have read this statement and agree to the use and disclosure of your personal information as outlined above. For full details please see Student Handbook at [www.pct.edu.au](http://www.pct.edu.au).

Note: • I have read, understand and agree to be bound by the Terms and Conditions (including Cancellation, Refund and Grievance policies) as stated above.

- I have read the Cancellation, Grievances and Refund Policies and agree to abide by them.
- I hereby declare that the information supplied by me is true and correct.
- I agree to pay all fees owing and by the due dates.
- I agree that on acceptance of enrolment by the College, the Application for Admission form will become the Contract of Enrolment.

Signed (applicant)

Date

\* if the applicant is under the age 18 at time of signing

Signed (parent, legal guarding\*)

Date

Send your application to:

Mail: Student Recruitment office  
Pacific College of Technology  
Level 1, 91-95 Rawson Street  
Auburn NSW 2144  
Sydney, AUSTRALIA

Fax: +61 2 96497787

Application checklist:

- Completed all sections of the application form
- Read and understand the Terms and Conditions
- Signed the application form
- Attached certified copies of your qualifications
- Attached evidence of English language proficiency

Agent's Stamp:

office Use Only

AM

Process Date

Accepted?

Initial