

Acceptance of Offer

I agree that by signing this declaration, I am accepting an offer of a place in the course as outlined within this Letter of Offer. I further acknowledge that:

I agree to meet the conditions as specified in this Letter of Offer.

I have read the Bayside College pre-enrolment documentation including the 'Refund Policy' (as outlined below) and 'Transfer Policy' (as outlined below)

I have disclosed to Bayside College any special needs which may affect my learning.

I understand that:

- International students are not permitted to study part-time
- Student visa condition 8533 requires a student to notify their education provider of any change to their residential address in Australia within 7 days.
- It is a visa requirement that International students pay and maintain Overseas Student Health Cover (OSHC) while studying in Australia.
- International students can only work 40 hours per fortnight while classes are in session. You should acquaint yourself with full Australian student visa conditions at <https://www.homeaffairs.gov.au> prior to accepting a place at Bayside College.
- Bayside College is obliged to report to the Australian Government any student who does not satisfactorily attend classes or who is not making satisfactory progress in their studies.
- I must attend at least 80% of my course and that if I fail to do so I may be reported to the Education/Home Affairs Department.
- That some courses require a pre-requisite level of English language proficiency for entry and course credit and RPL is not available for Bayside College courses.
- will be tested on or before commencement of my course, and placed in an appropriate class for my level.
- This agreement, and the availability of complaints and appeals processes, does not remove the right for the student to take action under Australia's consumer protection laws.
- All courses will be delivered full time (20 hrs per week) in class face to face delivery at Ground Floor, 333 Queen St Melbourne 3000.

Complaints and appeals

Students have access to a complaints procedure if they feel they have been unjustly treated or have a serious complaint. The following refers to possible disputes.

Academic Matters

Students dissatisfied with an activity or decision of a member of the academic staff can voice their concerns to the staff member concerned and, if appropriate, appeal to the Chief Executive Officer. If the matter is one of general concern students should talk first with the teacher as a group of students.

Matters which may cause concern could include the quality of teaching, apparent prejudice or partiality in assessment, heavy workloads and so on.

Sexual Harassment and/or Racism

Sexual harassment is any form of sexual behavior that is unwelcome, uninvited and unwarranted. This may include touching, sexual suggestions, offensive remarks or messages or displays of sexually offensive material.

Racism may involve prejudice, the holding of negative attitudes about others due to their race, descent or national origin. It may involve discrimination, the negative differential treatment of individuals or groups on the same bases.

Students who feel that they are being sexually harassed or are the victims of any sort of racism should initially contact the Director of Studies. She will then decide how to deal with the matter. It would be hopefully done in an informal manner involving discussion with the person accused. This may involve informing the Chief Executive Officer and/or convening face to face meetings with claimant and respondent to assist conciliation. If this route is inappropriate (for example, the counsellor is involved in the harassment in some way), students should contact the Chief Executive Officer.

If the complaint is sufficiently serious, the Chief Executive Officer may establish a formal inquiry and/or refer to external authorities. Following the report produced by such an inquiry, the Chief Executive Officer may decide that the code of conduct has been grossly breached and recommend that a student's enrolment be terminated.

Other

Students who feel they have any other type of complaint should first contact the assigned counsellor. If necessary, it will be referred to the Chief Executive Officer in order to resolve the situation.

Appeal Policy and External Complaints Procedure

There is an external complaint process available to students if they have exhausted the above procedures and still feel unsatisfied. If the internal complaints process is unable to resolve the dispute, college will advise the student in writing that they have access to an external appeals process which must be initiated within 10 days. Bayside College will proceed with its original intention if the student does not request further appeal within 10 days of notification. Requests for an external appeal can only be initiated by the student by contacting the Overseas Students Ombudsman within 10 working days of the written notice of outcome from the internal appeals process.

Students may also seek legal redress through the usual court processes if they feel unsatisfied. 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.

Procedure

1. Complaint Procedure:

- a. Complainants are encouraged to speak directly with the person concerned to resolve the problem informally.
- b. If the student is not satisfied with the outcome following informal discussion, they may request the Complaint /Appeal to be referred to the Chief Executive Officer or a delegate for resolution.
- c. All records of any complaint will be kept on file.
- d. A complaint can be about a situation, a process, a person or people, a facility or a service provided by Bayside College. A complaint is not about an academic result.
- e. A complaint can be lodged in writing using the Complaint Form available from Reception, or alternatively in writing identifying the complainant,
- f. nature of complaint and must be signed by the complainant. Students must lodge their complaint with the Director of Studies. A written record of the Complaint /Appeal will be kept on file.
- g. If the student chooses to access Bayside College complaints and appeals processes, their enrolment will be maintained while the process is ongoing.
- h. Bayside College will investigate and respond to all complaints lodged by a student. The process will commence within 10 working days of the formal lodgment of the complaint and supporting information and all reasonable measures will be taken to finalise the process in the shortest possible time.
- i. Bayside College treats all complaints in confidence and must seek the permission of the student before discussing the Complaint /Appeal with relevant staff. The student will be given a written statement of the outcome, including details of the reasons for the outcome.
- j. If the student is not satisfied with the outcome following the above process, they may request to appeal the decision through the Director of Studies. The Administration Office will then organise the appeal in accordance with item 3 below.

Student Initial:

2. Academic Appeal Procedure:

- a. Notify teacher within 7 days of receiving any result. Teacher and/or Director of Studies or Chief Executive Officer provide a written statement of outcome within a further 10 days.
- b. Seek reassessment or arbitration by a third party or panel acceptable to all parties to the appeal
- c. If the appeal is still unresolved, the Appeals process as specified for Item 3 below applies

3. Appeals

- a. Requests for appeal must be made in writing to the Director of Studies and within 20 working days of written notification of the decision they are appealing.
- b. Once the Director of Studies receives a request for an internal appeal in writing, they will convene a panel to hear the appeal. The panel will consist of 2 management staff, one of which will be either the Chief Executive Officer or his delegate. The panel will meet with the student and make a determination accordingly.
- c. Prior to convening the panel to hear the internal appeal, the Director of Studies must brief all panel members on the case.
- d. Once the internal appeal date and time have been set the Director of Studies will advise the student of the appointment in writing.
- e. During the appeal, the student will have the opportunity to formally present their case at no cost. A student may be accompanied and assisted by a support person during the deliberation. Bayside College representatives may also be assisted by a support person during appeals meetings.
- f. At the completion of the internal appeal, the Director of Studies will communicate the outcome to the Chief Executive Officer, where the Chief Executive Officer is not part of the panel, and to the student within 2 business days. A written statement will be provided to the complainant outlining the outcome of the internal appeal and the reasons for the decision within 10 days. If the appeal is not in favor of the student, they will also be advised in writing by the Director of Studies that they have access to an external appeals process which must be initiated within 10 days. Bayside College will proceed with its original intention if the student does not request further appeal within 10 days of notification.
- g. Requests for an external appeal can only be initiated by the student by contacting the Overseas Students Ombudsman within 10 working days of the written notice of outcome from the internal appeals process
- h. Bayside College will forward any relevant documentation to Ombudsman as requested by the Ombudsman.
- i. If the external appeal results in a decision that supports the student, Bayside College will immediately implement the decision or preventive actions required and advise the student of the outcome. If the external appeal supports Bayside College; the original intention will be implemented despite any further review. The appeals process will be at no cost to the student
- j. The appeals process will be at no cost to the student
- k. Students must lodge an appeal to the Ombudsman by email to: ombudsman@ombudsman.gov.au, by mail to GPO Box 442, Canberra, ACT 2601 or by phone to 1300 362 072. The Ombudsman's office will notify you and the college of the outcome. Students may also seek legal redress through the usual court processes if they feel unsatisfied beyond the first external appeal. Costs of any legal redress by students are to be covered by the student.
- l. If the internal or any external complaint handling or appeal process results in a decision that supports the student, Bayside College will immediately implement any decision and/or corrective and preventative action.
- m. his written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

For further details please refer to College's Complaints and appeal policy available from reception or on our website at www.baysidecollege.vic.edu.au

Overseas student transfers

Transfer from Bayside College to another provider and vice versa for International Students

Providers are restricted from enrolling transferring students prior to the student completing 6 months of their principal course. This policy details the procedures for assessing applications to transfer within this period. Students who have studied longer than this period can apply as normal and no release needs to be sighted or produced.

The policy of Bayside College is to ensure that it does not enroll any transferring international student prior to the 6 months of their principal course being completed unless that student has been released in PRISMS by the student's previous provider.

In regard to releasing current students, all of the students within a degree pathway with a higher education visa who have not commenced their 'principal' program and are seeking to transfer out of this program need a release from both Bayside and further education providers to be able to enroll in another institution. Our broad policy is to agree to all transfer requests unless there are some particular factors that need to be taken into consideration. These are that the student requesting a transfer has an accurate understanding of what the transfer represents to their study options, or that they still owe Bayside course fees or that it is suspected that they are seeking transfer only to avoid being reported to EDUCATION/HOME AFFAIRS DEPARTMENT for failure to meet academic progress or attendance. The Chief Executive Officer will make any final decision as to whether to refuse a release for any student

A release will always be provided when or if a government sponsor deems that the transfer is in the best interest of their student or in cases of provider default. Bayside College considers the following factors as detrimental to the student, and therefore, as reasonable grounds for refusing a transfer request:

- a. The request is considered detrimental to the student's wellbeing.
- b. The student has not started studying, or has studied with Bayside College for less than four (4) weeks and has not had an opportunity to experience the program of study, and/or the range of support services available at Bayside College. In this situation Bayside College will revisit the issue within a timeframe negotiated with the student
- c. The student has requested a transfer to a course with another registered provider that is considered by the Bayside College to be unsuited to student's academic capabilities, study plans or career aspirations.
- d. The transfer may jeopardize the student's progression through a package of courses.
- e. The intended course will not provide adequate preparation for further study, and/or is not recognised by higher education or VET providers as meeting their entry requirements.
- f. Bayside College forms the view that the student is trying to avoid being reported to the EDUCATION/HOME AFFAIRS DEPARTMENT for failure to meet the provider's academic progress requirements.
- g. The student is indebted to Bayside College.

In all cases outlined in above, Bayside College may agree to approve a request for a release if the student can demonstrate that the transfer would be in their best interests. This will be assessed on a case by case basis, and may include for example:

- a. Consideration of the student's personal circumstances.
- b. Whether the transfer represents clear educational progression.
- c. Where the student demonstrates academic difficulties in their current course.

Procedure for assessing transfer applications from students wishing to transfer out of Bayside College

1. Students make a written request to the Admissions Officer to transfer to another provider. The following must be addressed in the application:

- a. Student Name
- b. Current Course
- c. Date of Application
- d. Course Commencement Date
- e. Visa Sub Class
- f. Principal Course of Study (Highest level course)
- g. What is the reason for this transfer request?
- h. Explanation of how the transfer will not lead to increased tuition costs, increased duration of studies, a lower level of support services at the new provider and effect the progression through a package of courses where appropriate.

2. The student is asked to provide a valid offer of enrolment from the new institution.

3. With these documents sighted, the Chief Executive Officer, or delegate, will assess the transfer request considering the following:

Does the student have any outstanding fees payable? (If they do, these must be paid before a release can be provided)

Is the student fully aware of the study issues involved in the transfer?

Is the student simply trying to avoid being reported to EDUCATION/IHOME AFFAIRS DEPARTMENT for unsatisfactory course progress or poor attendance?

4. If the answers to the above are satisfactory and in accordance with policy, the letter of release will be granted at no charge to the student. The student will also be advised they may need to contact EDUCATION/IHOME AFFAIRS DEPARTMENT and obtain a new visa.

5. The College reports the students' termination of studies through PRISMS.

6. If any of the answers are unclear, the student is required to attend an interview with the Chief Executive Officer, or delegate, to gain a full understanding of the circumstances. 7. The Chief Executive Officer, or delegate, will inform the student in writing of a negative outcome with reasons and indicate that the student may access the student appeal process.

8. The assessment procedure should not take more than 10 working days once the student has provided the necessary documentation to the Chief Executive Officer, or delegate. All requests, considerations, decisions and copies of letters of release will be retained in the student's file.

The approval of transfer of a student to another institution does not indicate the agreement to provide any refund. Refunds are governed by the refund policy independent of this policy.

9. Where a release is granted, this will be provided to students at no cost to the student.

Refund Policy Conditions and Processes

Refund of the fees will only be granted in accordance with the refund policy set out below.

1. Full Fee Refund

Bayside College will make a full refund of course fees paid in the following circumstances:

Visa refused before commencement date (offshore)

In the event that a student's initial visa is not granted, a full refund of fees received by the College will be issued to the student less the Enrolment Fees.

A request for refund in writing (Application for refund) and proof of visa refusal from Immigration Department must be provided to the College no later than 28 days after the visa refusal.

Documentation received after 28 days will incur a cancellation fee of AUD\$200 in addition to the Enrolment fee.

Without proof of refusal from the Immigration Department, NO refund will be granted. The Student will need to supply in writing to Bayside College, the nominated method of reimbursement.

The entitled refund will be made to the Student within 20 working days

after the written request and evidence of documentation is received.

The refund will be accompanied by a statement outlining the total refunded amount.

Bayside College does not commence a course delivery of a course

If Bayside College does not commence a course on the due date a full refund of tuition fees paid will be made within 10 working days of the specified starting date in accordance with the refund provisions of the ESOS Act.

Alternatively, students may be offered enrolment in an alternative course by Bayside College at no extra cost. Students have the right to choose whether they would prefer a refund of refundable course fees, or to accept a place in another course.

Bayside College ceases delivery of a course

In the unlikely event that Bayside College ceases to deliver or is prevented by way of government sanction from delivering the course before it is completed a full refund of refundable course tuition fees paid will be made within 20 working days from the time the course ceases to be delivered provided the student has not withdrawn from the course before the default date.

Alternatively, students may be offered enrolment in an alternative course by Bayside College at no extra cost. Students have the right to choose whether they would prefer a refund of refundable course fees, or to accept a place in another course. If a student chooses placement in another course, Bayside College will ask the student to sign a document to indicate that they accept the placement.

Tuition Protection Service

In such case of provider default, student tuition fee is protected under TPS (Tuition Protection Service). The Tuition Protection Service is an initiative

of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. For more information on TPS for international student, please visit: <https://tps.gov.au>

Student withdraws more than 60 days before course commencement date. If written notice of withdrawal is received from a student more than 60 days prior to the initial course commencement, any and all fees paid will be refunded, less Enrolment fees of AUD\$200.

2. Partial Fee Refund

Bayside College will make a partial refund of tuition fees paid in advance or in respect to External Appeals process in the following circumstances:

Student withdraws less than 60 days but more than 28 days before course commencement date.

If written notice of withdrawal is received from a student less than 60 days but more than 28 days prior to the initial course commencement, 70% of the tuition fees and 100% of course material fees are refundable, less enrolment fees of AUD\$200.

3. No Fee Refund

Bayside College will not refund any tuition fees paid in advance in the following circumstances:

Student withdraws less than 28 days before course commencement date

If the written notice of withdrawal is received from a candidate less than 28 days prior to the initial course commencement, there is no refund of any monies paid to Bayside College.

Student cancels enrolment after course commencement date

In the event that a student cancels their enrolment and requests a refund after the course commencement date, there is no refund of any monies paid to Bayside College. Students who withdraw from their studies after the commencement of their course are required to pay the balance of their tuition fee before cancellation of their eCOE'S. International Students withdrawing from a course of study, will be reported to the Department of Education/Homes Affairs.

Transfer to another provider prior to completion of six months' study of the principal course

In the event that the student seeks and is granted approval by Bayside College to transfer to another provider prior to completion of six months' study of the principal course, there is no refund of any monies paid to Bayside College.

Enrolment is cancelled because of misconduct of student with Bayside College' Student Code of Conduct Policy or breach of student visa conditions

In the event that the student's enrolment is cancelled because of misconduct of student with Bayside College' Student Code of Conduct Policy or breach of student visa conditions there is no refund of any monies paid to Bayside College.

Package Course

Once the initial visa is granted and the student has arrived in Australia and they have decided to cancel or withdraw their enrolment before or after commencement, no refund will be provided on any monies paid to Bayside College inclusive of initial and other courses in the package.

Visa extension is refused after course commencement date In the event that a Student's extension of Visa is not granted; there is no refund of any monies paid to Bayside College. Students are advised not to enroll or re-enroll if they are uncertain if their visa will be extended.

Abandonment of Course / Failure to return after scheduled break

In the event that a Student abandons their course without formally cancelling their enrolment:

- No refund will be issued, which includes all monies paid or scheduled to be paid to Bayside College and the balance of all outstanding fees for the course will be invoiced to the Student.
- Overseas Students withdrawing from a course of study will be reported to the EDUCATION/HOME AFFAIRS DEPARTMENT, as required by law.

Visa granted under SSVF (Including Package) using Bayside College COE.

Under the SSVF, Bayside College is responsible for the immigration outcomes of students they recruit off shore, even if the student chooses to change providers onshore.

Student looking to transfer to another provider will not be released unless they have completed 6 months in their Principal Course of studies. Bayside College will only approve any release if the student withdraws and apply for a new visa with their new provider (Proof of visa withdrawal is required) in order to minimise and protect Bayside College immigration risk rating.

Once the initial visa is granted and the student is in Australia or has arrived in Australia and they have decided to cancel or withdraw their enrolment before or after commencement, no refund will be provided on any monies paid to Bayside College inclusive of initial and other courses in the package.

Other refunds

- Refunds for any monies received by Bayside College on behalf of the student for services other than tuition fees must be requested from the company delivering the service and students will be subject to the respective companies refund policies.
- The enrolment fee is non-refundable and non-transferable in the case of a Student withdrawing after being accepted.

Requests for Refund of Tuition Fees

Application for a refund of tuition fees in accordance with this Refund Policy must be made in writing (Application for refund form) stating reasons and relevant details. This must be submitted to the Director of Studies at Bayside College, at Ground Floor, 333 Queen Street Melbourne or via email at admissions@baysidecollege.vic.edu.au

In the event of early termination or withdrawal by student

Bayside College does not accept cancellation or withdrawal of your course through phone call, SMS, email, fax or by just advising a staff member. Student will need to complete an application to cancel, withdraw or suspend available at the reception.

In the event of early termination or withdrawal by student and if you have been given a payment plan, all unpaid fees for the full course need to be paid before the termination will be considered. The Finance Manager will check the financial status of the student to determine if there are fees owing.

As per our refund policy, once the course has commenced, there will be no refund of any monies paid to the College.

Materials fees are non-refundable once the course has started and is in session.

Tuition Fees Note

If student does not make the payment before or on due date and the College has not approved any extension there will be a \$35 per week late charge accrued from that date forward until payment is made. For further details, please refer to College's Fees and Charges policy available from reception or on our website at www.baysidecollege.vic.edu.au

All refunds must be approved by the Chief Executive Officer.

Exemptions to any of the above mention cases may only occur where the student has extenuating or compassionate grounds as determined by the CEO

Payment of Refund

All refunds for which a student is eligible will be forwarded to the student who paid the fees in his or her home country, unless the student is transferring to another institution in Australia (subject to Visa conditions), in which case any refund may be remitted to that institution.

Written authorisation from that student, or entity, is required before refunds can be made payable to any other party. Students should submit this authorization with their written request for refund.

All Student refunds are made in Australian dollars or the foreign currency equivalent at the time and will be net of any handling fee charged by local representatives used by the Student and net of any bank charges incurred by Bayside College in processing the refund.

Bayside College will provide the student with a statement detailing the calculation of the refund.

Requests for refunds

Requests for refunds must be made in writing utilising the ' Request for Refund' form available from Reception at Ground Floor, 333 Queen Street Melbourne or on our website at www.baysidecollege.vic.edu.au

The refund form should be submitted to Student Services or email at admissions@baysidecollege.vic.edu.au and will be processed within 20 working days.

Complaints and appeals processes

If the student is not satisfied that the refund has been accurately calculated, then they can access the College's complaints and appeals process.

Australia's Consumer Protection Law

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies. TPS (Tuition Protection Service) Administrator Information relating to, for example:

provider or student defaults

students seeking placement or refunds

TPS online placement system Please contact:

administrator@atps.gov.au.

Within Australia phone: (02) 6271 344 0

Outside Australia phone: +61 2 6271 344

Payment Schedule

Course fees for continuing students are set out in their payment plan.

Notifications of due dates will be sent to the student's correspondence address or email, prior to the due date. It is student's responsibility to provide the College with their current mailing address, pursuant to obligations under his/her visa condition. If possible, notification will be given to student in person and a confirmation from student will be placed on student admin file. If student does not make the payment before or on due date and college has not approved any extension there will be

a \$35 per week late charge accrual from that date forward until payment is made. Further details, please refer to College's Fees and Charges policy available from reception or on our website at www.baysidecollege.vic.edu.au

Late Payment of Fees

Students are required to pay their tuition fees and any outstanding charges on the due date specified. If the student fails to make the payment by the due date, the following procedure will follow:

First warning letter will be sent to student within 7 calendar days after the due date. Student will have 7 calendar days to make the payment. If after 7 calendar days the student fails to pay the outstanding balance the student will not be allowed to attend his/her classes and it may result in his/her enrolment being cancelled. In addition, the \$35 per week late charges will be applied. If the student is on a payment plan it will be cancelled and student will be required to pay the whole of the course fees then outstanding.

Final warning letter will be sent to student with fee overdue for more than 28 calendar days. If student fails to pay the overdue account within 7 calendar days as stated in final warning letter, Bayside College may refer student's case to college's debt collection agency. In addition, a \$500 late fee will be applied.

In the case where fee extension request is not approved, the student information may be sent to debt collection agency. These details will include:

Student name, contact detail and total fee that the student is indebted to Bayside College including \$500 late charges.

The student will be informed that they may be contacted by our debt collection agency and if required legal action may be taken against the student, and that all legal matters will be dealt with under the jurisdiction of Victoria.

After the expiration of 28 calendar days from the Final Warning Letter (whether or not the student case has been referred to a debt collection agency), Bayside College may issue student with a 'Notification of Intention to Report' indicating Bayside College's intention to report student to the secretary of Department of Education/Home Affairs, in PRISMS for non-payment of tuition fees. Student will have 20 working days to make an appeal. For more information, please refer to Bayside College complaint and Appeal policy and Fees and Charges Policy.

Students willing to resume study at Bayside College will have to re-enroll in the course, provided that they have paid the total outstanding fee in full.

Where a student continues to have an outstanding fee the following restrictions may apply:

- Loss of access to enrolment records, examination results and academic transcripts.
- Student will not receive a completion certificate until the outstanding debt is cleared.

Statement Regarding Your Personal Information

There are some circumstances in which personal information about students may be shared Bayside College and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service and other bodies such as ASQA. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition.

Information about students will be treated as confidential, but may be made available to Commonwealth and State agencies, as required by regulations/

law. Bayside College is required to inform the Education/Home Affairs Department about:

1. Changes to a student's enrolment
2. Any breach by the student of a student visa condition including unsatisfactory attendance or course progress.

Privacy Notice

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act, 2000, the Education Services for overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018. Information collected about you on this form and during your enrolment can be released, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the

Tuition Assurance Scheme and the ESOS Assurance Fund

Manager. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law. A broad outline of the ESOS framework designed for prospective students

is now available at: <http://international.education.gov.au/regulatoryinformation/pages/regulatoryinformation.aspx>

School Age Dependents

International students accompanied by school aged dependents are required to enroll their dependents in a Government (public) or Non-Government (private) school and will be required to pay full fees for their dependents.

Transfers

Under Student Visa Regulations (Condition 8206) it is not possible to transfer to another education institution for the duration of any preliminary course and/ or the first six months of the principal course without the approval of Bayside College.

Requests for transfer must be made to the Director of Studies and should follow the guidelines of the College's Policy on Transfer between registered providers. If the College approves a transfer, any monies transferred/ refunded will be in accordance with the College's Refund Policy.

Time Table

1. The timetable for Queen Street Campus is Monday to Friday 8.00 am to 8.30 PM.
2. Your final time table will be handed to you at the Orientation and induction day. This normally handed on your start date.

Please Note, no student is required or permitted to attend scheduled classes for more than eight (8) hours in any one day

Change of Address and details

Under S21 of the ESOS Act, it is very important that Bayside College has the correct contact details of all current and enrolled students (address, mobile phone number and email address) and update these information whenever there is a change.

Bayside College will proactively remind students to update their details with the college by sending a change of personal details form to the student email and made available at the reception of the college, and these must be updated at least every six months. However, this is one of your visa condition that you must notify your education provider of any changes in address/ contact details within 7 working days.

The details required are a current residential address and a mobile phone number; and an email address (if you have one). Having current contact details will ensure that the student can be reached in an emergency or if they need to be assisted by the TPS or if there is any other requirement from any Australian Government Authorities.

Under18 Years Old

The College does not enroll students who will be still be under the age of 18 on the course commencement date.

Arrival date

I understand that I must arrive at the College no later than the date specified as the course commencement date. If I am unable to arrive at Bayside College by the date listed, I MUST contact the College for approval to arrive late otherwise I may not be able to commence study at the College as Bayside College may have cancelled my enrolment by notifying EDUCATION/ HOME AFFAIRS DEPARTMENT.

Satisfactory course progress

I understand that I must maintain satisfactory course progress: otherwise the College must report me to Education/Home Affair Department

To understand how course progress is monitored please see College policy and procedure for course progress on college website: [http:// www.baysidecollege.vic.edu.au](http://www.baysidecollege.vic.edu.au)

International Student Visa Conditions

1. Students must maintain a rate of progress in the course of study to be able to complete the course in the scheduled time frame and in accordance with their Confirmation of Enrolment and must maintain satisfactory attendance in your course and International students are not permitted to study part-time.
2. Student visas are usually issued for the duration of the course. Information on student visa application or renewal is available at [http:// www.homeaffairs.gov.au](http://www.homeaffairs.gov.au)
3. Bayside College is obliged to report to the Australian Government any student who is not making satisfactory progress in their studies. Please refer to the Bayside College Monitoring Course Progress policy at [http:// www.baysidecollege.vic.edu.au](http://www.baysidecollege.vic.edu.au)
4. Student visa condition 8533 requires a student to notify their education provider of any change to their residential address in Australia within 7 days.
5. It is a visa requirement that International students pay and maintain Overseas Student Health Cover (OSHC) while studying in Australia.
6. International students can only work 40 hours a fortnight while classes are in session.
7. You should acquaint yourself with full Australian student visa conditions at [http:// www.homeaffairs.gov.au](http://www.homeaffairs.gov.au) BEFORE accepting your offer at Bayside College.
8. To maintain your enrolment at Bayside College your fees need to be up to date, otherwise the college reserve the right to cancel your enrolment and eCoE's.

Withdrawal of Student Visa

The simplified student visa framework (SSVF) came into effect on July 1st 2016

Immigration risk reporting for education providers includes linked Student visa cancellations relating to fraud, non-genuineness, breaches of condition 8202 (must maintain enrolment, attendance and course progress), and breaches of work condition 8105 (cannot work more than 40 hours per fortnight when course is in session).

The immigration risk report does not include linked Student visa cancellations where the student personally requests visa cancellation, for example, a student who has ceased study and returned home may request visa cancellation.

Appeal

If a request is denied for deferral/ withdrawal/cancellation or release, then the student may appeal the outcome in accordance with Bayside College Complaints and Appeals Policy.

Debt collection

If your enrolment has not been cancelled or has not been approved and fees remain outstanding or unpaid for more than 28 days, you may be referred to an external debt collection agency for recovery of the debt (Any costs incurred in pursuing these outstanding charges will be passed to the debtor).

Deferment

If you apply to defer your course and you are on a payment plan Your agreed tuition fee payments still need to be paid for the period/du ration of the deferment). Once your course has started, if the student secures Permanent

Residency, Temporary Resident Visa, working visa or their student visa status changes, student will still need to pay the balance of fees owed (Full Tuition Fee amount) for this course.

Teacher/Assessor

During the course of your study, you might be assigned different teachers/ assessors. The college cannot guarantee that you will have the same teacher/assessor during your study period.

Student are not allowed to choose or select their own teacher/assessor.

Non-payment of fees

Student that are behind on their payment plan for more than 28 days will be restricted from accessing the campus and will not be allowed into classroom/ workshop and the finance department will instruct teacher/assessor not to accept any assessment/s until all unpaid debt has been cleared.

Timetable

Bayside College reserve the right to amend a student timetable and class location at any time. We also reserve the right to merge one or more groups due to low number of students in each group.

Promotions

I agree that my photo, quotes and details of my achievements may be used for promotional purposes without consent or notification.

Medical treatment

I authorize Bayside College to obtain medical treatment for me should such action be deemed necessary by Bayside College or any staff member acting on behalf of Bayside College and I agree to indemnify and hold harmless Bayside College and its staff for any expenses, loss or liability occasioned as a result of authorizing and arranging such medical treatment.

Applicant Full Name:

Applicant Signature:

Date: / /