



Sydney Metropolitan International College
2 – 4 Marmaduke Street | Burwood
NSW 2134 | AUSTRALIA

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RTO 45523 | CRICOS Provider 03792E
ABN 35 616 159 276

STUDENT WRITTEN AGREEMENT

An agreement between

Sydney Metropolitan International College Pty Ltd

AND

The Student

All sections of this document constitute the written agreement between the student and Sydney Metropolitan International College Pty Ltd.

PART A – AGREEMENT INFORMATION	
Course Code	<i>Must be in accordance with the National Training Register</i>
Course Title	<i>Must be in accordance with the National Training Register</i>
Expected Start Date	
Expected End Date	
Course duration	1 year – 52 weeks including breaks
Delivery Location	2 - 4 Marmaduke St, Burwood NSW 2134, Australia
Mode of Delivery	Four x 10 weeks delivered face to face in classroom plus online and self-learning

Course progress requirement	Sydney Metropolitan International College will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled. This involves formally assessing each student's progress at the end of each term. The student's progress is monitored to ensure that the student is in a position to complete the course within the expected duration as specified on the student's CoE. Satisfactory course progress is defined as a student successfully achieving competency in 50% or greater of the course requirements in a term. If a student is identified as not meeting satisfactory course progress, the course progress intervention strategy is implemented.
Pre-requisites	<ul style="list-style-type: none"> • Be over the age of 18 • Demonstrate good command of written and spoken English • Verified evidence of IELTS Level 5.5 • Intermediate level computer skills • Provide your own Laptop and/or tablet • Have completed an equivalent secondary schooling level of a High School Certificate or can demonstrate suitable work experience.
Conditions if any	

PART B – EDUCATION AND EXPERIENCE
<p>Qualifications..... (You must attach verified copies of all qualifications)</p> <p>English exams completed and score (You must attach verified copies of English language results, for example IELTS)</p> <p>Have you enrolled in the same or a similar course elsewhere? <input type="checkbox"/> Yes <input type="checkbox"/> No (If you have you may be eligible for a credit transfer or Recognition of Prior Learning (RPL) – contact the Director of Studies for further information. You must attach verified copies of documents to support a credit transfer or RPL application)</p> <p>(No Fee applies for Credit Transfers. However, a non-refundable fee applies to all applications for RPL – see fees below)</p> <p>Have you been employed in the area covered by the course applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No (If you have you may be eligible for Recognition of Prior Learning – contact the Director of Studies for further information You must attach verified copies of documents to support an RPL application).</p> <p>Language spoken at home.....</p> <p>Other languages spoken.....</p> <p>Is the reason you want to take our course <input type="checkbox"/> Career <input type="checkbox"/> Academic <input type="checkbox"/> Personal</p> <p>Where did you hear about us?</p>

Agent Verification of Qualifications, English Exam Results and Employment information (if applicable).

Agent Name.....Signed:.....Date / /

Please make sure you refer to the specific entry requirements that apply to the course you are applying for. These requirements are detailed in the student pre-enrolment information.

PART C – FEES & CHARGES (AUD)

Standard Fees

Application fee (non-refundable)	\$200
Tuition fee	\$8,800
Material fee	\$300
Total Fees	\$9,300

Other Fees and Charges

Overseas Student	Single \$45.50 p/month (approx.)
Health Cover (OSHC)	Couple \$223.80 p/month (approx.) Family \$335.50 p/month (approx.)

Accommodation placement fee	\$250
Airport pick up fee	\$150
Re-issuing a testamur or statement of attainment	\$50 (Incl. GST)
Bank Transfer fee	\$25
RPL fee per unit of competency	\$250
Re-assessment fee	\$150
Missed assessment fee	\$300
Replacement of learner workbook	\$30
Late payment fee	10%

Paying fees

On accepting the offer, students must pay the first payment instalment* as listed in the Course Fees Breakdown in the Letter of Offer that includes:

- Enrolment fee (non-refundable)
- Tuition fees, and
- Materials fee

Please note that offshore students will need to pay the entire fees for the first year to meet their Genuine Temporary Entrant Requirements. Instalment options are only available for on-shore international students and domestic students.

All student will have an option to pay all tuition fees in advance. If an onshore international student or domestic student wishes to pay the tuition fees in instalments, they must:

- First payment instalment must be paid in order to obtain an eCoE and to secure a place prior to course commencement date.
- The remaining tuition fees are paid in instalments and must be paid by the due date as listed in the Course Fees Breakdown in the Letter of Offer.
- A late fee of 10% will be applied for all payments received after the scheduled due date on the Letter of Offer

	<ul style="list-style-type: none"> ▪ Non-financial students will not be included on the class attendance sheet until outstanding fees have been paid <p>Please make your payment by Credit Card or Direct Credit to Sydney Metropolitan International College. No obligation is created on Sydney Metropolitan International College until funds are cleared and an official receipt is issued.</p> <p>Bank Account Details – Account Name: Sydney Metropolitan International College <input type="checkbox"/> BSB: TBA <input type="checkbox"/> Account: TBA <input type="checkbox"/> Swift Code:</p>	
PART D – REFUNDS		
1	Refund applications must be made in writing to the Chief Executive Officer (See contact details). Refunds will be refunded within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.	
2	Cancellation & Refund Policy - Student Default a. Where the course starts on the agreed start date but the student does not start on the agreed start date and has not previously withdrawn from the course or advised of visa cancellations in writing within an agreed time period prior to the course start date or the student cancels or withdraws from the course either before or after the agreed starting date is student default. The following refund conditions apply.	
3	Visa refused (application fee is non-refundable)	100% refund of tuition fees
4	Withdrawal notified in writing and received by Sydney Metropolitan International College 28 days or more prior to semester commencement	80% refund of tuition fees
5	Withdrawal notified in writing and received by Sydney Metropolitan International College less within 28 days prior to semester commencement and before the commencement date	50% refund of tuition fees
6	Withdrawals notified in writing and received by Sydney Metropolitan International College on the commencement date or after the semester commences	No refund of current semester tuition fees.
7	b. The agreed starting date is the date the course was scheduled to start or a later date agreed between Sydney Metropolitan International College and the student. This does not apply to approved deferment and leave of absence when the student applies for refund after the application was approved. c. Sydney Metropolitan International College will make a refund only in Australian Dollars within 4 weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined in the Enrolment Form. d. The application fee is not refundable under any circumstances including visa refusal /rejection.	

	<p>e. Where a student visa application refusal was due to fraudulent and or forged documents, no course fees will be refunded under any circumstances.</p> <p>f. All refund considerations will be strictly limited to the monies Sydney Metropolitan International College has received and <u>will not include</u>:</p> <ul style="list-style-type: none"> ▪ Overseas Student Health Cover (OSHC) if paid to Sydney Metropolitan International College and which has been applied as a premium to OHS provider on behalf of students; ▪ Bank charges; ▪ The cost of books, equipment and other materials needed for the course ▪ Agent's commission paid either directly by the student or through Sydney Metropolitan International College on behalf of the student whether the commission was paid before or after monies were received by Sydney Metropolitan International College. <p>g. Sydney Metropolitan International College will make the refund available to either the student or the student's representative as identified in the Enrolment Form as per the ESOS Act Regulation 3.19.</p> <p>h. If the student enrolls into packaged courses, each course within the packaged courses is considered as an independent course. Therefore, the cancellation and refund policy will apply to each course within the packaged courses.</p> <p>i. If the student, who has commenced the course and failed to complete the current course or failed some unit(s), the student will be required to repeat the same course or failed unit(s) and pay the fee applicable.</p> <p>j. Any pre-paid fees for the subsequent non-commenced higher-level course will not be transferrable to pay for the repeat of failed course or unit(s).</p> <p>k. If the student decides not to progress and commence the next higher-level packaged course due to failing their current units or course, and then requests to cancel or withdraw from the courses, refund terms and conditions stated in point one will apply.</p> <p>l. Course and other fees are not transferable to another student or institution.</p> <p>m. Personal insurance and student expenses are not included in the fees quoted and are the responsibility of the student.</p> <p>n. All applications for refund must be made by the student in writing to the Chief Executive using the Refund Request Form and submitted to Administration.</p> <p>o. If a student transfer to another provider is approved, he or she is subject to the normal refund policy conditions</p>
8	<p>Cancellation & Refund Policy- Provider Default</p> <p>a. In the unlikely event that Sydney Metropolitan International College is unable to deliver your course in full the following applies. (This is called Provider default)</p> <p>Refunds in situations of Provider Default are covered by the provisions of <i>The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012</i> and apply if:</p>

	<ul style="list-style-type: none"> ▪ Sydney Metropolitan International College does not offer a course on the advertised start date or ▪ terminates a course after the course start date or before the course completion date or ▪ does not provide a course as advertised due to sanctions by any authority or does not provide a course in full. <p>b. In such a case Sydney Metropolitan International College will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default if an alternative placement with another provider cannot be found to the student's satisfaction. Such refunds will be made within 2 weeks following the default date.</p> <p>c. If Sydney Metropolitan International College is unable to provide a refund or place you in an alternative course the Tuition Protection Service (TPS) will place you in a suitable alternative course at no extra cost to you. Finally, if TPS cannot place you in a suitable alternative course or there are no suitable alternative courses or offers, you may apply for a refund of the amount of any unspent pre-paid tuition fees you have paid to Sydney Metropolitan International College. These are any tuition fees you have already paid that are directly related to the course which you haven't yet received. In the case of provider default there is no requirement for a student to lodge a refund application form.</p>
9	<p>Fees not listed in the refund section are not refundable. Prior to a student enrolling fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.</p>
PART E – INTERNAL AND EXTERNAL COMPLAINTS AND APPEALS PROCESSES	
1	<p>Making a complaint or appeal</p> <p>To make a complaint or an appeal, you are requested to complete one of the following forms:</p> <ul style="list-style-type: none"> – Complaint Form – Request for Appeal of a Decision <p>These forms are available via our website at www.smic.edu.au</p> <p>Once you have completed the required form you are requested to submit this to the Administration Manager either in hard copy or electronically via the following contact details:</p> <ul style="list-style-type: none"> – 2-4 Marmaduke St, Burwood NSW 2134 – admin@smic.edu.au
2	<p>Complaint and appeals handling procedure</p> <p>Sydney Metropolitan International College applies the following principles to its complaints and appeals handling:</p> <ul style="list-style-type: none"> – A complaint or appeal may be received in any form (written, verbal) although persons seeking to make a complaint are recommended to complete the complaint form or request for an appeal of a decision which are available on the Sydney Metropolitan International College website.

- Sydney Metropolitan International College will respond to any complaint or appeal the overseas student makes regarding his or her dealings with Sydney Metropolitan International College itself, its education agents or any related party it has an arrangement with to deliver the overseas student's course or related services
- A person who makes a complaint or an appeal will be provided a written acknowledgement as soon as possible and not later than 24 hours from the time the complaint or the appeal is received. This acknowledgement is intended to provide the person assurance that Sydney Metropolitan International College had received the complaint or the appeal and will review the relevant issues and provide a response. The acknowledgement will inform the person that they will receive a written response within 14 days.
- There is no time limitation on a person who is seeking to make a complaint. An appeal however must be made within 28 days of the person being informed of the decision or finding of which they intend to appeal.
- Written records of all complaints / appeals are kept by Sydney Metropolitan International College including all details of lodgement, response and resolution. Sydney Metropolitan International College will maintain a complaints / appeals register to be used to record the details of the complaint / appeal and to maintain a chronological journal of events during the handling process. Records relating to complaint / appeal handling are stored securely to prevent access to unauthorised personnel.
- A person making a complaint or seeking an appeal is provided an opportunity to formally present his or her case at no cost.
- Each person may be accompanied and/or assisted by a support person at any relevant meeting.
- Where a complaint or appeal is made about or involves allegations about another person, Sydney Metropolitan International College is obliged to inform this person about this complaint/appeal or allegation and provide them the opportunity to respond and present information in response to the issues raised. This may be achieved through direct meetings or meeting via an electronic means. Sydney Metropolitan International College will maintain a detailed record of these meetings in the form of a record of conversation. At all times information will be handled sensitively and treated in confidence. Persons involved in a dispute or complaint are expected to treat each other with respect and conduct themselves in a professional and courteous manner.
- The handling of a complaint / appeal will commence within seven (7) working days of the lodgement of the complaint / appeal and all reasonable measures will be taken to finalise the process as soon as practicable. The handling of the complaint/ appeal will be conducted in a professional, fair and transparent manner.
- The person making a complaint or seeking an appeal is provided a written response to the complaint / appeal, including details of the reasons for the outcome. A written response will be provided to the person within fourteen (14) days of the lodgement of the complaint / appeal.
- If the overseas student is not successful in the internal complaints handling and appeals process, Sydney Metropolitan International College will advise the overseas student within 10 working days of concluding the internal review. The

	<p>college will give the overseas student the contact details of an appropriate external complaints handling and appeals body</p> <ul style="list-style-type: none"> - Sydney Metropolitan International College will attempt to resolve complaints / appeals as soon as possible. A timeframe to resolve a complaint / appeal within thirty (30) days is considered acceptable and in the best interest of Sydney Metropolitan International College and the person making a complaint or seeking an appeal. A person making a complaint or seeking an appeal will be provided with regular updates to inform them of the progress of the complaint / appeal handling. Updates will be provided to the person making a complaint or seeking an appeal at a minimum of two (2) weekly intervals. - Sydney Metropolitan International College will maintain the enrolment of the person making a complaint or seeking an appeal during the handling process. - Decisions or outcomes of the complaint / appeal handling process that find in the favour of the person making a complaint or seeking an appeal shall be implemented immediately. - Complaints / appeals will be handled in the strictest of confidence. No Sydney Metropolitan International College representative will disclose information to any person without the permission of Sydney Metropolitan International College Chief Executive Officer. A decision to release information to third parties can only be made after the person making a complaint or seeking an appeal has given permission for this to occur. This permission is to be given using the Information Release Form. - Complaints / appeals will be considered and handled to ensure the principles of natural justice and procedural fairness are applied at every stage of the handling process. This means that the person making a complaint or seeking an appeal is entitled to be heard with access to all relevant information and with the right of reply. The person making a complaint or seeking an appeal is entitled to have their complaint heard by a person that is without bias and may not be affected by the decision. Finally, the decision will be made based on logical evidence and the decision-maker will take account of relevant considerations, and will act for a proper purpose and will not take into account irrelevant considerations.
3	<p>Review by an independent person</p> <p>Sydney Metropolitan International College provides the opportunity for the person making a complaint or seeking an appeal who is not satisfied with the outcome of the complaints and appeals handling process to seek a review by an independent person. Before a person seeks a review by an independent person, they are requested to first allow Sydney Metropolitan International College to fully consider the nature of the complaint or appeal and to fully respond to the person in writing. If after this has occurred, the person is not satisfied with the outcome, they can then seek a review by an independent person. To request a review by an independent person, the complainant or the person making an appeal should inform the Administration Manager of their request who will initiate the process with the Chief Executive Officer.</p> <p>In these circumstances the Sydney Metropolitan International College Chief Executive Officer will advise of an appropriate party independent of Sydney Metropolitan International College to review the complaint, and its subsequent handling, and to provide advice to Sydney Metropolitan International College in regard to the recommended outcomes. The independent third-party is required to</p>

	<p>respond with their recommendations within fourteen (14) working days of their review being requested.</p> <p>Where the Sydney Metropolitan International College appoints or engages an appropriate independent person to review a complaint / appeal, the College will meet the full cost to facilitate the independent review. Where the person making a complaint, or seeking an appeal objects to this appointment and requests to engage a person or organisation <u>they nominate</u> to undertake the review, the College may seek the person making a complaint or seeking an appeal to contribute to the cost of engaging this person and undertaking the review.</p> <p>Following an independent review, advice received from the independent person will be accepted by Sydney Metropolitan International College as final, advised to the person making a complaint or seeking an appeal in writing and implemented promptly and without prejudice.</p> <p>Where a complaint is received by Sydney Metropolitan International College and the Chief Executive Officer feels that they may be biased or there is a perception of bias, then the complaint will be referred directly to an independent third-party for consideration and response as outlined above.</p>
4	<p>External complaints handling and appeals for unresolved Complaints and Appeals</p> <p>Where the person making a complaint, or seeking an appeal is not satisfied with the handling of the matter by Sydney Metropolitan International College, they have the opportunity for a body that is external to Sydney Metropolitan International College to review his or her complaint or appeal following the internal completion of complaint or appeals process.</p> <p>Students who are not satisfied with the process applied by Sydney Metropolitan International College may refer their grievance to the following external agencies:</p> <ul style="list-style-type: none"> • In relation to consumer protection issues, these may be referred to the Office of Fair Trading. Phone number 13 32 20. There is no cost to the student. • In relation to unresolved complaints and appeals by overseas students, these may be referred to the Overseas Students Ombudsman via the following phone number: 1300 362 072. There is no cost to the student.
<p>PART F – OTHER INFORMATION</p>	
1	<p>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.</p>
2	<p>Students must notify Sydney Metropolitan International College of changes of their address, telephone number, email address, who to contact in emergency situations within 7 days of these details changing. Failure to do this may mean the student does not receive important information which may affect their course, their enrolment or the visa.</p>

3	<p>Students may initiate a request to defer commencement of studies or suspend their studies on the grounds of compassionate or compelling circumstances. Students wishing to defer the commencement of studies or suspend their studies must apply in writing to Sydney Metropolitan International College.</p> <p>Sydney Metropolitan International College may decide to suspend or cancel a student's enrolment on its own initiative as a response to misbehaviour by the student.</p> <p>Deferral of commencement, suspension of enrolment and cancellation of enrolment will be reported to DHA and may affect the status of a student visa.</p>
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PART G – STUDENT DECLARATION

I understand the terms of this written agreement and the refund conditions and confirm that I have been fully advised of the fees, refund conditions and conditions of enrolment and agree to be a student at the Sydney Metropolitan International College.

I confirm that all the information provided in this written agreement is complete and correct.

I agree to be bound by Sydney Metropolitan International College rules and regulations in force from time to time and otherwise to follow acceptable codes of behaviour, attendance and academic performance and show a concern for other students.

I agree that information is collected on this form and during my enrolment in order to meet Sydney Metropolitan International College obligations under the Education Services for Overseas Students Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and to ensure compliance with the conditions of my visas and obligations under Australian immigration laws generally.

I understand 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 Providers of Education and Training to Overseas Students 2018.

I understand that information collected on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. In other instances, information collected on this form or during my enrolment cannot be disclosed without my consent where authorised or required by law.

I agree that it is my responsibility to retain a copy of this written agreement as supplied by Sydney Metropolitan International College and receipts of any payments of tuition fees or non-tuition fees.

I agree that under the Data Provision Requirements 2012, Sydney Metropolitan International College is required to collect personal information about me and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

My personal information (including the personal information contained on the enrolment form and my training activity data) may be used or disclosed by Sydney Metropolitan International College for statistical, regulatory and research purposes.

The College may disclose personal information for these purposes to third parties, including:

- Commonwealth and State or Territory government agencies and authorised agencies;
- NCVET;
- Organisations conducting student surveys; and
- Researchers.

Personal information disclosed to NCVET may be used or disclosed for the following purposes:

- issuing a Vocational Education and Training (VET) Statement of Attainment or VET Qualification, and populating authenticated VET Transcripts;
- facilitating statistics and research relating to education, including surveys;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including program administration, regulation, monitoring and evaluation.

I understand that I may receive an NCVET student survey which may be administered by a NCVET employee, agent or third-party contractor and that I may opt out of the survey at the time of being contacted.

I am aware that NCVET will collect, hold, use and disclose my personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVET policies and protocols (including those published on NCVET's website at www.ncvet.edu.au).

Applicant Signature Date / /

Witness.....

Name.....

Address.....

Witness Signature..... Date / /

PART G – PROVIDER ACCEPTANCE

Accepted by Sydney Metropolitan International College

Signed Date..... / /

Name of the authorised Sydney Metropolitan International College employee accepting the application and this written agreement.....

CONTACT DETAILS

Sydney Metropolitan International College Pty Ltd
2 - 4 Marmaduke St, Burwood NSW 2134, Australia
Ph: +61 2 89715874
Email: info@smic.edu.au
Website: www.smic.edu.au

Please return the completed agreement along with the application fee to the above address.