

# BARKLY INTERNATIONAL COLLEGE

CRICOS PROVIDER NUMBER 03136D (VIC)  
RTO PROVIDER NUMBER 22238

## P.16V04 ENROLMENT AGREEMENT POLICY

### 1.0 ENROLMENT

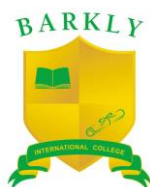
- 1.1 The applicant will pay the course fees as stated in the Student Written Agreement.
- 1.2 Barkly International College herein (BIC) will enrol the applicant in the course offered to the applicant.
- 1.3 BIC will not issue a qualification prior to successful of their course. A Statement of Attainment can be issued at the end of study period on request of the student.

### 2.0 FEES

- 2.1 The applicant acknowledges the following:
- 2.2 The Fees shall be paid to BIC in the manner detailed in BIC's Fee Payment Plan and shall be refunded only in accordance with the BIC Refund Policy. In the case where the student does not fulfill tuition fee payments as agreed upon in the Payment Plan.
- 2.3 Late payment of fees,
  - Students will receive reminder notification by means of phone and email. If the student falls behind by one (1) month an overdue notice will be emailed stating the overdue amount and a due date to bring the account back to balance.
  - If the student falls behind a second (2) month and has made no contact with BIC to discuss payment options another notification of overdue fees will be sent, this time the students' corresponding agent and BIC's marketing manager will be copied in the email to alert awareness of the situation the student is in.
  - If BIC receives no response from either the student or their corresponding agent, a IST Warning letter will be issued to the student with a meeting invitation date and time for the student to attend and discuss payment options and circumstances surrounding failure to comply with the payment plan.
  - If the student does not attend the meeting or reschedule the meeting and attend, a final warning letter will be issued to the student, the corresponding agent and BIC's marketing manager by email and registered post. This letter outlines that the student has 20 days to bring the account back to date and importance of contacting BIC to discuss financial difficulties and support options provided by the college.
  - If the student fails to contact the college his/her enrolment and CoE will be cancelled on non-payment of fees. The student, the corresponding

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<b>Author:</b>	Barkly International College Pty Ltd	<b>Date Created:</b>	January 2011
<b>Reviewer:</b>	Evelin Cruz	<b>Date reviewed:</b>	February 2022
<b>Department:</b>	Admissions	<b>Next Review date:</b>	December 2022



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agent and marketing manager will be notified in writing.

- 2.4 BIC may at its discretion postpone the commencement date, cancel, or vary the course of enrolment. In the event of postponement or cancellation BIC will issue a refund of Fees in accordance with the ESOS Act and the Student agrees that there shall be no entitlement to damage of any kind.
- 2.5 In the event the student abandons the Course, all Fees payable for the Course are due to BIC on demand as specified in the Student Refund Policy.
- 2.6 The student will pay any additional fees/Government duty, charge or levy which may be imposed upon this contract.
- 2.7 Late payment of Fees will incur a penalty on the fee instalment owed to BIC as referred to in the BIC's Fees and Charges Policy. Late Fees paid by credit card will incur a surcharge of 3% as referred in the College Fees and Charges Policy.
- 2.8 BIC may restrict or withhold services or materials from the student if Fees are overdue.
- 2.9 All requirements outlined in the BIC Fees and Charges Policy must be read and understood by the student.

## 3.0 SUSPENSION AND CANCELLATION

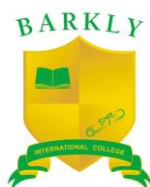
- 3.1 Students may suspend or cancel their Course once in accordance with BIC's Student Deferment, Suspension and Cancellation Policy
- 3.2 Upon Suspension and/or Cancellation of the Course the Fees scheduled in "Fees and Charges" remain due on the scheduled dates until such time that suspension or cancellation commences.

## 4.0 CREDIT TRANSFER/RECOGNITION TO PRIOR LEARNING

- 4.1 The student acknowledges that the application process for Credit Transfer or Recognition of Prior Learning has been explained to them and they understand it.
- 4.2 If applying for credit and or recognition to prior learning the students accept the amount of credit/recognition of prior learning granted by BIC.
- 4.3 BIC strictly adheres to its obligations to recognize AQF Qualifications and Statements of Attainment issued by other RTO's as per Obligations to Recognize AQF Qualifications Policy.

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## 5.0 PRE-ENROLMENT INFORMATION

5.1 The applicant acknowledges having viewed, read, and understood prior to enrolment the following information:

- The course content and duration, qualification offered if applicable, modes of study and assessment methods.
- The requirements for acceptance into a course, including the minimum level of English Language proficiency.
- In the event an International Student is assessed as requiring extra assistance with their English Proficiency, the applicant agrees to enter an ELICOS (General English) Course and pay additional fees either with BIC or another college of their choice.
- The grounds on which the enrolment may be deferred, suspended, or cancelled.
- The grounds on which a student refund is issued.
- That Australian law requires student visa holders to inform their respective RTO of any changes of address and or contact details within 7 days (Standard 3.1 e – The National Code 2018).
- A student's personal and contact details, course enrolment details and any changes or breaches to student visa may be made available to Commonwealth State agencies and the Fund Manager of the ESOS Assurance Fund pursuant to obligations under the ESOS Act 2000 and the National Code (Standard 3.1 d)
- BIC policies and procedures including but not limited to Complaints and Appeals policy, Fees and Charges Policy, Academic Course Progress Policy have been read and understood.

### 5.2 Disciplinary Procedures

- All Students enrolled in programs or using the services of BIC are required to always maintain appropriate standards of conduct. Where behaviour is deemed to be improper and or inappropriate as outlined in the BIC Code of Student Behaviour Policy, BIC will act in accordance.

### 5.3 Liability

- BIC shall not be liable for any personal injury, a death of a student, the loss of or damage to any property of the student that arises out of any wilful or negligent act, omission, or breach of contract by BIC by the student.

### 5.4 Binding Agreement

- BIC and the Student agree to be bound by the provisions of the Acceptance of Letter of Offer, the Written Agreement, and this Enrolment Agreement. Upon student signing in acceptance of agreements and payment of fees made, both parties accept responsibilities and are legally bound by the agreement.

5.5 This agreement does not remove the right to take further action under Australia's Consumer Protection Laws

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## STUDENT DECLARATION:

I declare that I have read, understood, and agree with the terms and conditions of the BIC Enrolment Agreement.

STUDENT NAME: \_\_\_\_\_

SIGNATURES \_\_\_\_\_ DATE: \_\_\_\_\_

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