# ENROLMENT AGREEMENT

(Local Students Victoria)

Date: ________________

## A. PROVIDER DETAILS

<table>
<thead>
<tr>
<th>NAME</th>
<th>Southern Cross Education Institute</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>155-161 Boundary Road, North Melbourne, VIC 3051, Australia</td>
</tr>
<tr>
<td>PHONE</td>
<td>+61 3 96024110</td>
</tr>
<tr>
<td>E-MAIL</td>
<td><a href="mailto:enroll@scei.edu.au">enroll@scei.edu.au</a></td>
</tr>
<tr>
<td>WEB ADDRESS</td>
<td><a href="http://www.scei.edu.au">http://www.scei.edu.au</a></td>
</tr>
<tr>
<td>SCEI Contact Person</td>
<td></td>
</tr>
<tr>
<td>Designation:</td>
<td></td>
</tr>
</tbody>
</table>

## B. STUDENT DETAILS

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name :</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Driving License / Passport/ Medicare Card Number</th>
<th>Date of Birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## C. STUDENT ADDRESS

<table>
<thead>
<tr>
<th>Building Name.</th>
<th>Unit/Flat No.</th>
<th>Street No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Suburb:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State:</th>
<th>Post Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address:</th>
<th>Phone/Mobile</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## D. COURSE DETAILS

<table>
<thead>
<tr>
<th>Course Code and Course Name</th>
<th>Duration (Weeks)</th>
<th>Materials Fee</th>
<th>Tuition Fee</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Course Start Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Course End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
This agreement, and the availability of a complaints and appeals process, does not remove the right of the student to take action under Australia’s consumer protection laws.

1. The Agreement
   1.1. The information provided by the Applicant in their application is complete and correct.
   1.2. Applicant Agrees to be bound by Southern Cross Education Institute’s (SCEI) rules and regulations and any amendments made to the rules and regulations.
   1.3. Agrees to undertake a testing requirement prior to any course entry, if deemed necessary by SCEI and adhere to any other pre-requisites identified above.
   1.4. Agrees to pay all fees required on or by the due date as notified in writing by SCEI or as per the invoice.
   1.5. Gives permission to SCEI to use his/her images and/or completed assessment tasks for marketing & promotional purposes.
   1.6. Changes or variations to this contract after commencement of study may attract an administrative fee.
   1.7. SCEI reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and in that event, shall refund all payments received from the Applicant.
   1.8. Where a student’s contact details change while studying with SCEI the student must advise SCEI of these changes within seven (7) working days. These details include but are not limited to details such as address and contact phone details.
   1.9. The student may receive an invitation to participate in the department endorsed projects and/or being contacted by the commission
   1.10. The Terms may be subject to variation as necessary to comply with any Australian Commonwealth or State law, regulation or amendment thereof.
   1.11. The Agreement and SCEI’s responsibilities to the student pertain only to the course outlined in the enrolment agreement.
   1.12. The Student must complete the pre-training review before signing this enrolment agreement.
   1.13. Students are expected to attend all classes and undertake all tests and examinations during a course and must abide by all rules and regulations of SCEI that are in force at the time of their enrolment.
   1.14. Students are required to maintain a minimum of 80% attendance for the full duration of study. Students must maintain courses progress.
   1.15. SCEI may use its discretion to cancel or temporarily suspend the enrolment of a student on the grounds of misconduct by the student, financial status (students with overdue fee) or on grounds of compassionate or compelling circumstances.
   1.16. The Students are responsible for providing the Student Unique Identifier (USI) number to the SCEI upon orientation. The Students may seek advice from SCEI on how to apply for a USI or authorize SCEI to apply on their behalf.

2. Fees
   2.1. Tuition fees, charges and accounts are payable in advance of each term and students are not permitted to commence a term until all outstanding fees and charges are paid. **If student withdraws from the course before completion any discounts provided will be null and void and full course fee will apply.**
   2.2. Student agrees to pay all amounts due within the agreed timeframe but no later than 7 days from the date of invoice. The Student agrees that if they fail to pay in accordance with this clause, SCEI may:
   a) Charge a late payment fee of $100.00 on all amounts outstanding after the due date;
   b) Charge a $95.00 dishonour payment handling fee for payment rejected by financial institution;
   c) Recover all debt recovery costs incurred in collecting overdue accounts on an indemnity basis;
   d) Withhold supply;
   e) Take Legal action to recover money owing on the goods or services provided.
   f) In the event where this agreement has been entered into by more than one party each party shall be jointly and severally liable for any amounts overdue.
2.3. Students are required to pay in advance agreed tuition fees in the start of every term. Payments are scheduled to be made no later than the first day of the commencement of the course, then no later than the first day of term 2 and the final payment will be due no later than 5 weeks from the end of course. All fees must be finalised no later than 1 week of course completion. SCEI encourages students to discuss instalment payment if required, however, SCEI retains all discretion of approval. Additional charges may be incurred for instalment payment plan, if approved. Students with outstanding fee are not permitted to attend class without approval from Management. Please refer clause 2.2 for charges for late fee. Any student who has an outstanding college debt will not be eligible to receive a Statement of Results or Academic Transcript, graduate or receive an award until payment is made in full.

2.4. The total tuition fees stated in the Offer Letter are indicative only and are based on a full-time study load for one term.

2.5. SCEI has the right to vary tuition fees and charges from time to time without notice. For more information on tuition fees refer to SCEI website. www.SCEI.edu.au.

2.6. Students enrolling in a second or subsequent term with SCEI are required to ensure full payment of tuition fees and charges for the new term is made no later than the first day of that term. Details of the payments due dates are contained in the letter of offer or as agreed and documented in your student records. Failure to make payment by the due date will incur penalty fees as detailed in clause 2.2 above. Failure to commence study by the notified date may incur additional charges and/or cancellation of enrolment.

2.7. Certain courses/units require the purchase of prescribed textbooks. The indicative costs can be seen at the unit syllabus.

2.8. Should it be necessary for a student to repeat a unit, the full amount of the unit will be charged.

2.9. School aged dependents accompanying students to Australia will be required to enrol at school and pay full fees if they are enrolled in either a Government or non-Government school.

2.10. Where a student’s study period is extended beyond the period of the student visa, the student will be liable for visa application and related costs.

2.11. Please see PP03 Student Fee and Charges Policy and Procedures available at http://scei.edu.au/enrolment/policies-procedures-forms

3. Course Duration

3.1. SCEI is a registered training organization and deliver courses as per AQF volume of learning requirement. SCEI has the right to alter the duration of a course to suit specific circumstances e.g. transition from superseded training package to new training package.

4. Victorian Government VET Student Enrolment Privacy Notice

The Victorian Government, through the Department of Education and Training (the Department), develops, monitors and funds vocational education and training (VET) in Victoria. The Victorian Government is committed to ensuring that Victorians have access to appropriate and relevant VET services. Any personal information collected by the Department for VET purposes is protected in accordance with the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic).

4.1. Collection of your data

SCEI is required to provide the Department with student and training activity data. This includes personal information collected in the SCEI enrolment form and unique identifiers such as the Victorian Student Number (VSN) and the Commonwealth’s Unique Student Identifier (USI). SCEI provides data to the Department in accordance with the Victorian VET Student Statistical Collection Guidelines, available at:

4.2. Use of your data
The Department uses student and training data, including personal information, for a range of VET purposes including administration, monitoring and planning. A student’s USI may be used for specific VET purposes including the verification of student data provided by SCEI; the administration and audit of VET providers and programs; education-related policy and research purposes; and to assist in determining eligibility for training subsidies. 219 Victorian VET Student Statistical Collection Guidelines - 2017 Student enrolment privacy notice 01/12/2016 Version 2017 v1 DET

4.3. Disclosure of your data
As necessary and where lawful, the Department may disclose VET data, including personal information, to its contractors, other government agencies, professional bodies and/or other organisations for VET-related purposes. In particular, this includes disclosure of VET student and training data to the Commonwealth and the National Centre for Vocational Education Research (NCVER).

4.4. Legal and Regulatory
The Department’s collection and handling of enrolment data and VSNs is authorised under the Education and Training Reform Act 2006 (Vic). The Department is also authorised to collect and handle USIs in accordance with the Student Identifiers Act 2014 (Cth) and the Student Identifiers Regulation 2014 (Cth).

4.5. Survey participation
You may be contacted to participate in a survey conducted by NCVER or a Department-endorsed project, audit or review relating to your training. This provides valuable feedback on the delivery of VET programs in Victoria.

4.6. Consequences of not providing your information
Failure to provide your personal information may mean that it is not possible for you to enrol in VET and/or to obtain a Victorian Government VET subsidy.

4.7. Access, correction and complaints
You have the right to seek access to or correction of your own personal information. You may also complain if you believe your privacy has been breached. For further information, please contact SCEI’s Privacy Officer in the first instance by phone [#] or email [#].

4.8. Further information
For further information about the way the Department collects and handles personal information, including access, correction and complaints, go to: http://www.education.vic.gov.au/Pages/privacypolicy.aspx. For further information about Unique Student Identifiers, including access, correction and complaints, go to: http://www.usi.gov.au/Students/Pages/student-privacy.aspx.

5. In Case of an Emergency
5.1. In the event of circumstances requiring urgent medical care where the student is incapable of speaking on their own behalf, SCEI is authorised as a matter of urgency to seek and provide appropriate medical care on behalf of the student.

6. Refund Policy and Procedure:

**POLICY**

SCEI in considering a request for a refund of tuition fees must comply with relevant legislation provisions. Material fees and other charges are not eligible for refund as they are supplied to and/or used by the student. SCEI reserves the right to amend refund terms and conditions at any time to ensure compliance with applicable State and Federal legislation. A refund of tuition fees will be considered when a student submits a completed FOR11 Application for Refund form and in line with this policy and procedure. All refund information is made available to students through the enrolment process and is included on the student enrolment agreement form, which the student acknowledges and agrees to, on signing the student enrolment agreement form. Refunds will be paid to the same person or body from whom the payment was received on behalf of the student, unless the student/payee provides written directions to pay another party.

**PROCEDURE**
1. Local (including VET FEE-HELP) Students
   1.1. A student who formally withdraws from a unit of study on or before the census date for their course:
      1.1.1. is entitled to a refund of their tuition fees; and
      1.1.2. Does not incur a VET FEE-HELP debt.
   1.2. A student who formally withdraws from a unit of study after the census date for their course:
      1.2.1. is not entitled to a refund; and
      1.2.2. will incur the full VET FEE-HELP debt liability.
   1.3. A student who formally withdraws from a unit of study after the census date, due to special circumstances, may apply for their VET FEE-HELP debt to be remitted, refer to PP45 Student Review Requirements & Re-crediting a FEE-HELP Balance Policy and Procedure

2. Applying for Refund
   2.1. All applications for refund must be made in writing by completing FOR11 Application for Refund form and submitted to the Student Administration Department who will then forward it on to the Accounts Department for consideration and processing.
   2.2. All applications for refunds will be processed by the Accounts Department within seven (7) days from the date of lodgment of a completed FOR11 Application for Refund form.
   2.3. If the student is entitled to a refund, the payment shall be made within four (4) weeks of receiving the student’s FOR11 Application for Refund form.

3. Appealing Refund Decisions
   3.1. If a student to appeal the decision of their application for a refund, they may do so by following PP11 Complaints and Appeals Policy and Procedure, available at www.scei.edu.au
   3.2. This PP11 Complaints and Appeals Policy and Procedure does not remove a student’s right to take action under Australia’s consumer protection laws.
   3.3. SCEI’s dispute resolution processes does not remove the student’s right to pursue other legal remedies where they feel necessary.

7. Deferment, Suspension or Cancellation Policy:
   7.1. Students who wish to defer, suspend or cancel course can only do so in certain limited circumstances defined in PP16 Deferring, suspending and cancelling the student’s enrolment policy available at http://scei.edu.au/enrolement/policies-procedures-forms . The date for deferring, suspending and cancelling enrolment is the date that SCEI receives the FOR06 APPLICATION TO DEFER, SUSPEND OR CANCEL ENROLMENT from student.
   7.2. In the event that a student has not paid his or her applicable tuition fee, the amount SCEI may retain shall be a debt that is due and payable by the student together with any expenses, costs or disbursements incurred by SCEI in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.
   7.3. SCEI may cancel the enrolment of a student due to misbehaviour.

8. Complaints and Appeals:
   8.1. SCEI has PP11 COMPLAINTS AND APPEALS POLICY in place and always take complaints and appeal seriously. The procedures for complaints and appeals will be fair, objective and accessible. 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.
9. SCEI Policies and Procedures:

9.1. I have read, understood and agreed to the SCEI’s important policies and procedures available at [http://scei.edu.au/enrolement/policies-procedures-forms](http://scei.edu.au/enrolement/policies-procedures-forms) made available to me before enrolment.

**O. STUDENT DECLARATION**

- I declare to the best of my ability that the information entered on this form is correct and complete.
- I have read and understood the information sent to me as pre-enrolment information. This information contains vital details about the requirements expected of me and by SCEI with respect to my enrolment.
- I am bound by SCEI’s rules and regulations and any amendments made to the rules and regulations including but not limited to any potential changes in fees during the course. It is my responsibility to read Institute’s policies and procedures and have a thorough understanding of these. An electronic copy of student handbook and enrolment policies has been given to me and I am familiar with these policies. I acknowledge that the full list of policy can be found on the Institute’s website as well as in reception.
- I have attached payment for enrolment (Cheque, Bank cheque, money order, or credit card details – DO NOT send cash) into the course as outlined in this FOR69 Student Enrolment Agreement – Local form.
- I understand that the administration fee is non-refundable on receipt of monies.
- I understand that the tuition fees are refundable in accordance with the PP05 Refund policy and procedure stated in this FOR69 Student Enrolment Agreement - Local form. Application must be made in writing by way of the FOR11 Application for Refund form and submitted to the Administration Manager by registered mail, courier or personal delivery.
- I agree to pay all fees required on or by the due date as notified in writing by SCEI or as per the invoice. A penalty of $200 applies for late payment
- I understand that all fees paid to SCEI are not transferable to any other person. All fees paid to the Institute, for units/courses covered by this application form, may not be transferred to other units/courses after commencement of the course.
- I understand that if I make any payments to a third party or agent, I am doing so at my own risk. The Institute is not responsible in collecting the fees from any third party or agent that I make payment to. I understand that I need to verify if the agent or third party is a current registered agent of SCEI.
- I agree that the Campus or Training Manager reserves the right to make changes to the trainer, course outline, course times, policies, costs, and any other provisions as, and when this becomes necessary. It is the responsibility of the student to read the student notice board and be aware of these changes.
- SCEI reserves the right to cancel or postpone any course should there be insufficient enrolments. All students enrolled will be notified and fees paid will be refunded in full or credited towards a subsequent or alternative course of student’s choice.
- I understand that I am required to maintain satisfactory progression throughout my course.
- I give permission for my results, attendance and fee information to be disclosed to my parents/guardian specified below.
- This agreement does not remove my right to take further action under Australia’s consumer protection laws and that the Institute’s PP11 Complaints and Appeal policy and procedures does not circumscribe my right to pursue other legal remedies. When acceptable documentary evidence is produced, refunds will be at the discretion of SCEI. While SCEI emphasises the value of pastoral care and seeks to make appropriate and useful services available to students, whether a student avails him or herself of these services is a matter of individual choice. Please note that the SCEI, its employees, agents or related entities expressly disclaim to the full extent permitted by the law any liability whatsoever arising out of or in respect of
information, advice or opinion provided by SCEI, its employees or related entities in respect of matters other than the course program itself

- I agree to attend group activities during the duration of my course. I am aware that these classes/excursions may involve day/evening attendance. Further in the event of an accident/illness, I authorise staff to consent, where it is impracticable to communicate with me, to receive medical treatment as may be deemed necessary by a qualified medical practitioner.

- I acknowledge that SCEI will not be liable for any accident or injury which occurs in the course of the excursion, and I indemnify SCEI for any loss or damage through any act of negligence from myself.

- I understand that I am responsible to notify SCEI when I decide to withdraw, defer or suspend enrolment for any reason through FOR80 Notification to Defer, Suspend or Cancel Enrolment form.

- I have read the above, and have duly familiarised myself with the SCEI rules and procedures in the Student Handbook, SCEI Policies & Procedures, the current fee schedule, weekly timetable, and year’s calendar events.

- SCEI reserves the right to accept or reject any application for enrolment at its discretion

---

Student Name: 
ID: 

Signature:  
Date: 

SCEI Staff Name:  
Designation: 

Signature:  
Date: