

TERMS AND CONDITIONS OF ENROLMENT

IMPORTANT INFORMATION TO READ BEFORE COMPLETING YOUR APPLICATION FORM

All course information in this publication was accurate at the time of publication, however this information is subject to change. Program codes, CRICOS codes and fees provided in this publication are subject to change. All changes will be updated on our website holmesglen.edu.au.

Please read these Terms and Conditions of Enrolment carefully and prior to completing your overseas learner application form. Please ensure that certified copies of your academic transcripts and English Language assessments are attached to your application.

Applicants must be 18 at the time of commencement of their first course of study.

ACRONYMS/DEFINITIONS

DHA – Department of Home Affairs

ELICOS – English Language Intensive Courses for Overseas Students

RPL – Recognition of Prior Learning

eCoE – Electronic Confirmation of Enrolment

CT – Credit Transfer

VLC – Visa Length Cover

International Learner – Includes student visa holders (overseas learners)

The ESOS Act – The Education Services for Overseas Student Act 2000

The National Code 2018 – National Code of Practice for Providers of Education and Training to Overseas Students 2018

PRINCIPAL COURSE OF STUDY

Where a student visa has been issued for multiple courses of study, the principal course of study is the final course of study the learner will undertake on that student visa.

OVERSEAS STUDENT HEALTH COVER

All overseas learners must have health insurance through the Overseas Student Health Cover (OSHC) scheme. Holmesglen requires that learners purchase OSHC to cover the full duration of their studies at Holmesglen (visa length cover).

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Applicants are required to sign on the Application Form that they have read, understood and consented to the Fee Payment and Refund Procedure and to the Terms and Conditions of Enrolment for all courses delivered at Holmesglen campuses as detailed underneath.

Learners are responsible for keeping a copy of their written agreement (Holmesglen's International Study Guide, Overseas Learner Application Form, Letter of Offer and Offer Acceptance Form) as well as receipts of any payments of tuition fees or non-/tuition fees.

1. CONDITIONS OF ENROLMENT

- 1.1. Holmesglen reserves the right to cancel a course prior to its commencement, in which case a full refund of all fees paid will be made within two weeks.
- 1.2. A learner is enrolled for the period for which tuition fees have been paid. If tuition fees have not been paid, the learner's enrolment may be cancelled at the end of any appeals process.
- 1.3. For learners undertaking ELICOS programs the Institute reserves the right to report to DHA the details of a learner whose attendance is unsatisfactory.

1.4. Clinical or practical placements are compulsory for learners enrolled in courses that include these as a course requirement. Failure in the placement may require the learner to repeat the entire semester for which a full semester fee will be payable.

1.5. Holmesglen is required to report to DHA instances where a learner fails to make academic progress in two consecutive study periods. All learners are notified beforehand of Holmesglen's intent to report to DHA and are provided with 20 working days to access the Institute's complaints and appeals process.

Academic Progress is reviewed in each study period. Overseas learners are required to ensure they repeat any subjects/modules failed in that period so as to ensure completion of their course within the duration specified on their eCoE.

Detailed information on the Institute's Academic Progress Policy and the Complaints and Appeals Process is available online at holmesglen.edu.au and will be covered in the International Learner Orientation Program.

1.6. All learners are bound by the Institute's Learner Discipline Regulations and the Sexual Harassment Policy. Detailed information on the Holmesglen Rules for Learner Discipline and Sexual Harassment are covered in the International Learner Orientation Program and available online at holmesglen.edu.au. Failure to adhere to these regulations may lead to the suspension or cancellation of a learner's enrolment. Learners will be provided with 20 working days to access the Institute's complaints and appeals process.

1.7. For detailed information on the ESOS Framework, [click here](#).

All overseas learners must read this document prior to accepting a Holmesglen Letter of Offer and forwarding tuition fees.

1.8. The National Code 2018 restricts the capacity of learners to transfer to other providers prior to completing six months of their principal course.

Holmesglen will not allow learners to transfer to another provider within six months of the commencement of their principal course of study in circumstances where the transfer would be detrimental to the study plan as detailed in their application.

Circumstances that are considered detrimental to a learner's study plan could be but are not limited to:

- Change in Study Plan
- Transfer to a lower level of studies
- Increased tuition costs, particularly in cases where deposits paid in advance to Holmesglen are non-refundable
- Increased duration of studies in Australia
- Level of support services at new provider not equivalent
- Transfer would jeopardise learner's progression through a package of courses.
- Within six months of a course beginning learners may experience home-sickness and transfer to another registered provider is not likely to overcome this problem
- Holmesglen is of the view that the learner is avoiding being reported to DHA for failure to meet attendance or academic progress requirements.

1.9. Learners wishing to apply for a Letter of Release will need to complete an Application for Release Letter Form, available from the Information Office or online via holmesglen.edu.au. This form will provide information on Holmesglen's procedures for the assessment of such applications and the mechanism for the learner to appeal. There is no cost attached to applying for a Letter of Release; however learners will need to contact DHA to seek advice on whether a new student visa is required. In instances where a Letter of Release is granted, Holmesglen's Fee Payment and Refund Procedures will be applied to any Fees and Charges Refund Request received.

Detailed information on Holmesglen's transfer policy between registered providers is available online at holmesglen.edu.au and will be covered in the International Learner Orientation Program.

1.10. After arrival in Australia, Holmesglen's policy restricts a learner from transferring to another course of study at the Institute other than for which their student visa has been granted.

1.11. The National Code 2018 requires overseas learners to complete their course within the duration specified on their eCoE except in limited circumstances. In these circumstances, Holmesglen will issue a new eCoE to extend the duration of study for the course.

1.12. The National code 2018 requires that overseas learners attend a course on a full-time basis, this constitutes a minimum of 20 contact hours per week.

For detailed information refer to information online at holmesglen.edu.au. Under-enrolment in subjects against advice from Holmesglen, could constitute grounds for cancellation of a learner's enrolment.

1.13. The National Code 2018 requires overseas learners to keep Holmesglen informed of their current address. Learners are responsible for completing updates online via the student portal. This information is covered in the International Learner Orientation Program and the Holmesglen website, holmesglen.edu.au.

1.14. Overseas Learners may apply for Credit Transfer (CT)/Recognition of Prior Learning (RPL) within one week of a study period commencement. There is no fee reduction for learners granted CT/RPL for Certificate and Diploma programs (VET). Where possible, learners will be encouraged to enrol in additional subjects/modules that may enable them to reduce the duration of their course – in which case a new eCoE will be issued. For Higher Education Degrees, fees are charged per subject enrolled. A detailed CT/RPL policy and procedure is available online at holmesglen.edu.au and will be covered in the International Learner Orientation Program.

1.15. Accompanying school-aged dependants of overseas learners will be required to pay full fees if they are enrolled in a government or non-government school.

1.16. Overseas learners must maintain adequate health cover for themselves and any members of their family unit who are with them for the duration of their student visa.

1.17. Learners need written permission from Holmesglen to defer or suspend their course. In cases where permission is granted, DHA will be advised. Information pertaining to the circumstances in which a learner may defer, suspend or cancel their enrolment is available online at holmesglen.edu.au.

- 1.18. Holmesglen is required to advise DHA when a learner fails to commence a course, withdraws before the course ends, or changes course.
- 1.19. Learners who are unable to arrive on time may be given up to one week to commence. After one week the learner cannot be guaranteed a place in the course. If the learner arrives after the agreed date, they may be required to return home or be placed in an English language program until the next available commencement date for the course.
- 1.20. After a learner commences at Holmesglen, fees for subsequent study periods are due two weeks prior to the commencement of the study period. Unpaid fees will result in the cancellation of a learner's enrolment at the end of any appeals process. No refunds are payable for any deposit held. Overseas learners are required to demonstrate to the Australian Government sufficient funds to cover their studies in Australia. As such, financial hardship is not considered grounds for an appeal. A fee of AU\$300 will be levied on learners who fail to make payment by the required date and where an enrolment has to be reinstated after cancellation.
- 1.21. Learners who are enrolled with partner providers will use the support facilities provided by these institutions.
- 1.22. Learners applying for a packaged program leading to a Bachelor degree will be required to pay a deposit for the first semester of the degree at the time of acceptance. For courses offered by university partner providers, learners will be governed by the partner university international admissions, refunds and transfer policies which include a Genuine Student assessment and the payment of upfront fees. Please refer to the partner university website for full information on these policies.
- 1.23. By enrolling at Holmesglen, the Learner agrees that while in Australia and studying, they will notify Holmesglen of any changes to their contact details within Seven (7) working days of the change. Contact details include; current residential address, mobile number (if any), email address (if any) and emergency contact details.

2. PERSONAL INFORMATION

- 2.1. Information is collected in the Overseas Learner Application Form and during your enrolment in order for Holmesglen to meet obligations under the ESOS Act and the National Code 2018. The authority to collect this information is contained in the ESOS Act, the Education Services for Overseas Students Regulations 2001 and the National Code 2018. Information collected about the learner on the Application Form and during enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities. In other instances information collected on the Application Form or during your enrolment can be disclosed without your consent where authorised or required by Australian Law Enforcing Agencies.
- 2.2. Information held on learner files including attendance records, academic progress reports is the property of Holmesglen. This information may be given to authorised government departments but will not be made available to learners, the general public or third parties.
- 2.3. By enrolling at Holmesglen, the learner agrees that information relating to academic performance may be made available to their parents or welfare carer, and/or agent.

3. INFORMATION ABOUT HOLMESGLEN

- 3.1. Holmesglen only accepts responsibility for information given to overseas learners from the following sources:
 - The International Study Guide
 - The Holmesglen website: **holmesglen.edu.au**
 - Institute personnel
 - Holmesglen accredited overseas agents
 - IDP Education offices.
- 3.2. Holmesglen does not accept liability for information provided by sources other than these.

4. ACCOMMODATION

- 4.1. The accommodation provided by Holmesglen is detailed in the International Study Guide. Applicants who are applying for Institute accommodation should familiarise themselves with this information.
- 4.2. Refunds for accommodation expenses paid in advance will be in accordance with the Institute Fee Payment and Refund Procedures.
- 4.3. Other than placing a learner with an Australian family or booking the learner into any of the accommodation options included in this Study Guide, Holmesglen takes no responsibility for the accommodation provided.

5. AIRPORT RECEPTION

- 5.1. Airport Reception is only available to learners who have requested Holmesglen arranged accommodation.
- 5.2. Learners are required to notify Holmesglen of their flight number, date and time of arrival at least 7 days in advance.
- 5.3. Holmesglen does not accept liability for any changes to arrival times unless notification is received 3 working days in advance.

6. COMPLAINTS AND APPEALS

- 6.1. Holmesglen has established an independent Complaints and Appeals procedure which provides for prompt resolution of any learner complaints. **Click here** for detailed information on the Complaints and Appeals Procedure. This will also be covered in the International Learner Orientation Program.
- 6.2. Beyond this procedure, all learners have a right to pursue further action through the Australian legal system.