

INTERNATIONAL STUDENT COURSE AGREEMENT

1. Purpose

- 1.1 This document confirms that the Innovative Institute of Australia Pty Ltd (collectively "Innovative Institute of Australia", "IIA", "Institute", "the Institute", "we", "us", "our") has reserved a course placement for the student on the entry date specified in the Letter of Offer.
- 1.2 There is no obligation on the student or the Institute until the International Student Course Agreement is signed by the student, and funds have been cleared by the Institute. By signing this agreement, a student enters into a legally binding contract with the Institute.
- 1.3 The Institute's contact details
Campus address: 1A Palmerston Grove Oakleigh VIC 3166, Australia
Postal address: 1A Palmerston Grove Oakleigh VIC 3166, Australia
Office phone: +613 9973 9110
Email: info@innovative.edu.au
Web: www.innovative.edu.au
- 1.4 In this file, words that import gender include all other genders; the singular 'they' is gender-neutral and used to avoid specifying a person's gender; words in the singular number include the plural and vice versa.
- 1.5 This file does not deprive the student of the right to under Australia's consumer protection laws.
- 1.6 The Institute reserves the right to amend terms and conditions at any time.
- 1.7 This agreement is implemented in compliance with the requirements of the Education Services for Overseas Students Act 2000 (the ESOS Act), the Standards for Registered Training Organisations (2025), and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code 2018).
- 1.8 Students are required to read the Student Handbook and the relevant policies on the Institute's website, and to contact the Institute with any questions, before paying fees.

2. Definitions

- 2.1 An education agent refers to an entity (in or outside Australia) that
1. Engages in any of the following activities in relation to a provider:
 - a) The recruitment of overseas students, or intending overseas students;
 - b) providing information, advice or assistance to overseas students, or intending overseas students, in relation to enrolment;

- c) otherwise dealing with overseas students, or intending overseas students;
and
- 2. is not a permanent full-time or part-time officer or employee of the Institute.
- 2.2 Agent Agreement refers to the agreement between the Institute and the agent, including the schedules.
- 2.3 CRICOS refers to the Commonwealth Register of Institutions and Courses for Overseas Students.
- 2.4 ESOS Act refers to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
- 2.5 National Code refers to the National Code of Practice for Providers of Education and Training to Overseas Students 2018.
- 2.6 Prospective student/applicant/client refers to a person who intends to become, or who has taken any steps towards becoming, an 'overseas student' or 'intending overseas student' as defined by the ESOS Act.
- 2.7 DHA refers to the Department of Home Affairs.
- 2.8 OSHC refers to the Overseas Student Health Cover.
- 2.9 eCoE refers to the electronic Confirmation of Enrolment.
- 2.10 2025 Standards for RTOs refers to the National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025.
- 2.11 Agreed start date: the day of scheduled course commencement; or a later day agreed between the Institute and the student as the commencement day in the enrolment offer, or (in the case of an overseas student) the confirmation of enrolment ("CoE").
- 2.12 Tuition fees: the fees that the Institute receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student) that are 'directly related to the provision of the course that the Institute is providing, or offering to provide, to the student'. In this context, 'tuition' has its ordinary meaning: a charge or fee for educational instruction.
- 2.13 Non-tuition fees: the fees that the Institute receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student), which constitute any other additional fees charged by the Institute that are not included in tuition fees. Non-tuition fees cover items not directly related to tuition, such as application fees and course material fees. Non-tuition fees include:
 - 1. Enrolment/Application Fee of \$250

2. Course Material Fees vary as per each course (Please refer to the individual course brochure on the website or contact the Institute)
 3. Re-issue of Student ID Card \$30.00
 4. Re-issue of Certificate \$100.00
 5. Re-issue of Statement of Attainment \$100.00
 6. Airport pickup fee \$200.00
 7. Homestay placement fee \$250.00
 8. Bank account transaction fee for the debit card is \$1.00 per transaction
 9. Visa/Master credit card transaction fee: 2.00% of total amount (min \$1.50)
 10. Amex/Diners credit card transaction fee (Not acceptable)
 11. Offshore payment processing fee of \$35.00 per transaction
 12. Change of Confirmation of Enrolment (CoE) \$50.00 per eCOE
 13. Change of batch after course commencement date \$250.00
 14. A late processing fee of \$100 for a monthly payment plan
 15. A charge of \$200 per unit for a reassessment of theory-only units, and \$250 for a reassessment of units that include practical assessments. Please note:
Students are entitled to three (3) assessment attempts for each assessment task for which they have been marked NYC on submission. The first two (2) attempts will be free, and the 3rd will be charged as per the above. If a student is unsuccessful after three (3) assessment attempts, they will be required to repeat the unit and pay the repeat unit fee. Students found to have cheated or plagiarised work may not be entitled to resit assessments; they may be required to repeat the unit and pay the repeat unit fee. Any NYC mark due to being absent will not be eligible for this entitlement. More details are in the student prospectus/relevant policy procedure, available on the Institute's website or by contacting the Institute.
 16. Repeat Unit Fees: The fee for a repeated unit will be calculated by dividing the student's original tuition fee by the total number of units in the qualification.
- 2.14 Study period: A study period at the Institute is defined as a period up to 25-week course duration, or less than 25 weeks for a short course.
- 2.15 Default by the Institute refers to those instances where
- i The course does not start on the agreed start day, or
 - ii The course ceases to be provided at any time after it starts but before it is completed, or

- iii The course is not offered in full to the student because a sanction has been imposed on the Institute, and the student has not withdrawn before the default date.

2.16 Default by the student

1. The course starts on the agreed start day, but the student does not begin the course on that day (and has not previously withdrawn); or
2. The student withdraws from the course (before or after the agreed start day); or
3. The Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - a) The student failed to pay an amount they were liable to pay the Institute, directly or indirectly (including any course money collected by education agents or other parties on behalf of the Institute, to undertake the course);
4. For an overseas student, a student breached a condition of his student visa, or
5. Misbehaviour by the student, as defined by the Institute's published rules.

3. General information

- 3.1. Please read all sections and ensure that you clearly understand and accept all the terms and conditions before signing.
- 3.2. You are responsible for retaining a signed copy of this agreement and any official receipts related to tuition and non-tuition fee payments.
- 3.3. Sign and date the final page of this agreement to indicate your acceptance.
- 3.4. You should submit this agreement to the Institute after signing it physically or digitally. A digital signature, including an electronically typed name or signature applied using a secure electronic signature method, will be deemed legally valid and binding.

4. The primary purpose of a student visa

- a) Studying at the Institute is the primary purpose of your student visa.
- b) Your enrolment is in a full-time course with a minimum of 20 scheduled course contact hours per week.
- c) You must attend classes in accordance with the course timetables to make satisfactory course progress, which may be a condition of your student visa.
- d) If you don't attend scheduled classes but are making satisfactory academic progress, the preset course duration may not suit you. The Institute may need to reassess your course duration. You may already have the skills, knowledge and experience to progress

in your course without receiving structured training, and we may shorten your course duration. Changes to your course duration may affect your student visa.

5. The Institute should inform the DHA of any change of status if you complete your course early, transfer to another provider, are excluded on academic grounds, fail to meet your visa conditions, defer or interrupt your study or otherwise change the expected completion date of your research.
 - a) The DHA may cancel your student's visa if you do not maintain your enrolment and comply with your student visa conditions.

5. Change of address

- 5.1 You must notify the Institute within seven (7) days of any change to your residential address, mobile number, email address, and emergency contact details.

6. Complaints and appeals

- 6.1. If you have concerns about the courses, bring them to your teachers' or an Institute staff member's attention. The Institute will endeavour to resolve the matter informally to your satisfaction.
- 6.2. If you are not satisfied with the informal resolution, you may lodge a formal complaint by completing the formal Complaints and Appeals Form available from the Institute's reception or website.
- 6.3. You have the right to appeal the outcome of a complaint or assessment decision if you are dissatisfied and feel you have been dealt with unjustly. Appeals can be made by completing the Complaints and Appeals Form. The appeal will be dealt with in accordance with the Complaints and Appeals Policy that is available on the Institute's website.
- 6.4. When submitting a formal complaint or appeal, you must provide reasons and supporting evidence to justify your grounds.
- 6.5. If you are dissatisfied with the outcome of an internal appeal, you have the right to access the external complaints and appeals process. An external party, such as the Overseas Student Ombudsman, is an independent body available to students to investigate unresolved complaints from overseas students about private education providers. The Overseas Student Ombudsman is contactable on 1300 362 072 within Australia. For further information or to file a complaint online, please visit www.ombudsman.gov.au.

- 6.6. You have the right to seek advice from and be represented by external parties at any time during the complaints and appeals process. The cost will be covered by you independently.

7. Access to student records

- 7.1 You are entitled, free of cost, to a formal Statement of Attainment (SoA) upon withdrawal, cancellation or transfer, before completing your qualification.
- 7.2 You are entitled to access your file free of charge upon submitting a written request to the Institute. The Institute needs up to seven (7) working days to respond to your request.
- 7.3 You will not be issued any course credentials if you break this agreement.

8. Amending an enrolment

- 8.1 You may apply to defer, suspend, or cancel your enrolment by completing the Amend Form, which is available from the Institute's reception or website.
- 8.2 The Institute may defer, suspend, or cancel a student's enrolment in writing.

9. Special/compassionate/compelling circumstances

- 9.1 Special circumstances are generally beyond the student's control and affect the student's course progress or well-being. Special circumstances are determined at the discretion of the Institute's CEO, as preventing a student from taking up the course where:
- i. Serious illness
 - ii. Serious family or personal matters
 - iii. Other extraordinary reasons
- 9.2 The above circumstances are only examples of what may be considered as special circumstances, compassionate or compelling. The Institute's CEO will evaluate and determine special circumstances on a case-by-case basis and may request supporting evidence.
- 9.3 When the Institute's CEO determines that special circumstances occur, students may request a refund or apply to transfer their prepaid tuition fees to the subsequent available courses.

10. Completion with expected duration

- 10.1 You are required to complete your course within the expected duration as indicated on your CoE. The Institute only extends your enrolment duration if you are in special/compassionate/compelling circumstances, or if you are at risk of not achieving satisfactory course progress and the Institute is implementing its intervention strategy

that requires the period of study to be extended. Further information on the policy and procedures can be found on the Institute's website.

- 10.2 You should provide transcripts for Recognition of Prior Learning (RPL) or Credit Transfers (CT) within one (1) week of my chosen intake date, or you will be inducted as a new student.

11. Transfer between providers

- 11.1 You are restricted from transferring to or from another provider until you have completed six (6) calendar months of your principal course.
- 11.2 You will not be issued Release Letters if you break any part of this agreement.

12. Assessment

- 12.1 Vocational courses
- a) Your performance will be assessed in accordance with the guidelines outlined in the relevant Australian Qualification Framework (AQF) training package unit of competence.
 - b) You will be assessed by answering written questions, answering questions verbally, and/or through practical demonstrations of the knowledge and skills developed.
 - c) Each unit of competency will usually involve two or three assessments, and after each assessment, your submission will be marked S – Satisfactory or NS – Not Satisfactory.
 - d) You must receive Satisfactory (S) to pass each assessment.
 - e) You have three (3) attempts to pass each unit. If you cannot receive Satisfactory (S) in the three (3) attempts, you will be asked to study the failed unit again, which will incur a fee.

13. Course progress and attendance

- 13.1 The Institute will monitor students' progress and take all reasonable and feasible steps to help them complete their courses within the course schedule.
- 13.2 If you are studying vocational courses and are experiencing difficulties and not progressing as scheduled, the Institute will arrange a meeting with you and provide appropriate support to help you complete your course within the planned duration.
- 13.3 The Institute may refer you to external sources if the Institute is unable to provide sufficient support.
- 13.4 According to the National Code 2018, the Institute should report you if you do not achieve satisfactory course progress over two consecutive study periods. Such a report may lead to a student's visa being cancelled.

- 13.5 For more information, contact the Institute or refer to the Student Support and Welfare Services Policy on the Institute's website.

14. Academic Misconduct

- 14.1 You are expected to approach learning and assessment activities ethically and adhere to the Institute's policies and procedures. If you are found to have engaged in misconduct in your assessments, your assessments will be invalidated. You may be removed from the course without a refund. Academic misconduct may be (but is not limited to) cheating, plagiarism, and unauthorised use of artificial intelligence (AI) or other automated tools.
- 14.2 Cheating is the use of any means to gain an unfair advantage during the assessment process.
- 14.3 Plagiarism is the wrongful close imitation, or copying and publication, of another person's language, thoughts, ideas, or expressions, and the representation of them as one's own. For more information about plagiarism, please visit www.plagiarism.org.

15. ESOS and National Code

- 15.1 As an international student, your rights and responsibilities are protected by Australian laws and regulations, such as the ESOS Act 2000 and the National Code 2018. For more details, you may visit <https://internationaleducation.gov.au>.

16. Fees and Refunds - General

- 16.1 In the unlikely event that the Institute is unable to deliver your course in full, you will be offered a refund of all the unused prepaid tuition fees that you have paid to date. The refund will be paid to you within 28 days of the day the course ceased to be provided.
- 16.2 Where fees are paid by a party on behalf of the student, the Institute reserves the right to notify that party.

17. Fees and Refunds - Fees

- 17.1 The Institute charges a range of fees for both award and non-award courses. Before enrolment, you can read the fee details on the Institute's website.
- 17.2 You should pay the initial deposit indicated in the Letter of Offer before applying for a Confirmation of Enrolment (CoE).
- 17.3 You should pay directly to the Institute's account. The Institute does not accept any liability for fees paid to an education agent or any other third party.
- 17.4 The Institute does not require prospective or current students to prepay fees exceeding A\$1500.

- 17.5 The Institute does not accept a tuition deposit exceeding 50% of a student's total tuition before a student commences their course, unless this student's total course duration is 25 weeks or less.
- 17.6 Fees paid before course commencement will be managed in accordance with the ESOS Act requirements and will not be recognised as revenue until the course has commenced. Before students begin their classes, their paid fees will be kept in a "holding account" and will not be accessed.
- 17.7 Upon receipt of student payments, the Institute will issue receipts.
- 17.8 How to pay other fees after the initial deposit:
- i. Monthly Payment Plan: Before course commencement, students will be offered a monthly payment plan at no additional interest. Students must review and accept the plan if they decide to pay other fees on a month-by-month basis.
 - ii. Periodic Payment Plan: This is a financial arrangement between the Institute and students that allows students to pay other fees every four (4) months.
 - iii. A Monthly Payment Plan or Periodic Payment Plan must be documented and accepted by the Institute and students before course commencement.
- 17.9 If a student chooses a Monthly Payment Plan
- i. The student will receive a debit notification two (2) days before the scheduled direct debit date.
 - ii. The student should pay all fees for the entire Study Period when withdrawing from the course.
- 17.10 If a student chooses a Periodic Payment Plan and fails to make a payment on time
- i. The student will be charged a late processing fee of A\$100.00.
 - ii. The student will receive an email regarding the dishonoured payment and be advised to contact the Institute immediately.
 - iii. The student will be requested to clear the outstanding amount and the late processing fee within seven (7) working days. Otherwise, a repeated late processing fee of A\$100.00 will be applied every seven (7) working days.
 - iv. The student will be advised to contact the Institute's finance team if they experience financial hardship.
- 17.11 If a student has not paid outstanding fees within 28 working days, the Institute will issue a Notice of Intention to Cancel enrolment in writing.
- i. Right to Appeal
Students will be provided with 20 working days from the date of the Notice of

Intention to Cancel enrolment to lodge an internal appeal in accordance with the Institute's Complaints and Appeals Policy. The Policy and Form can be taken from the Institute's website or by contacting the Institute.

If the student does not choose to appeal within the given 20 working-day period, the Institute may proceed with cancellation of enrolment and, where applicable, report the outcome through PRISMS in accordance with ESOS requirements

ii. Compassionate, Compelling or Special Circumstances

The Institute may consider compassionate or compelling circumstances on a case-by-case basis, supported by appropriate evidence, before finalising cancellation.

iii. In accordance with the National Code of Practice for Providers of Education and Training to Overseas Students 2018, the Institute will not report a student through PRISMS for cancellation of enrolment until the student has had the opportunity to access the Institute's internal complaints and appeals process and the appeal process has been completed.

17.12 For any outstanding debts, the Institute reserves the right to engage an external debt collection agency to recover them. Under this situation, students are responsible for the fees charged by external debt collection agencies.

17.13 The Institute reserves the right to alter the fees. However, if a student has commenced his course, the fees listed in his most recent Letter of Offer will not be affected.

17.14 The currency, fees, A\$, and \$ in this file refer to Australian dollars.

18. Fees and Refunds - general

18.1 The Institute implements a clear, accurate, current, fair and equitable refund policy.

18.2 All refund requests must be submitted in writing.

18.3 The Institute provides a 7-day cooling-off period. If a student pays fees before the course start date, and then changes their mind (for any reason), a full refund of course fees paid to date (minus a \$250 application fee) will be provided. Students must notify the Institute in writing within seven (7) days after paying any fees.

18.4 Refunds will be made to the same account from which the fees were paid. If a fee is paid by credit card, the refund will be credited to the same card; the same applies to other payment methods.

18.5 Approved refunds will be made payable in Australian dollars.

- 18.6 The final refund amount may be reduced by applicable transaction fees, bank charges, and currency exchange fees.
- 18.7 Application Fees are non-refundable, except in special circumstances.
- 18.8 On or after the agreed start date, if a student's CoEs are cancelled for failure to comply with the Institute's student Code of Conduct or for unsatisfactory course progress, the student may request a refund.

19. Fees and Refunds - refund when a student visa is rejected

- 19.1 If students do not commence their courses when their student visa applications are rejected, they can apply for a full refund, minus an Application Fee.
- 19.2 If students have commenced their courses when their student visa applications are rejected, they can apply for a refund of the unused paid fees, less an Application Fee, all paid material fees and the tuition fees for all study periods.
- i. Refunds will be calculated as follows: Tuition fee per week x the number of weeks of the unused course the student has paid for at the point of withdrawal.
 - ii. Weekly Tuition fees = (Total Tuition fee/ number of calendar days in the course) X 7, rounded to the nearest whole dollar. E.g.=(1000/140) X7= \$50.
 - iii. The number of weeks of the course that have been paid for but remain unused will be calculated as follows: The number of unused weeks= number of calendar days that have been paid but remained unused/7. E.g.: 90/7 =12.857; rounded up to the nearest whole week=13 weeks.
 - iv. Refund amount = weekly Tuition fees X unused weeks, e.g., \$50X13 = \$650.
- 19.3 Refunds for visa refusal must be supported by an official written notification from the Department of Home Affairs.

20. Fees and Refunds - refund when a student visa is not rejected, and the student withdraws their courses before/on the agreed start date.

- 20.1 Students may request a refund of the total payments, less 25% of the paid tuition fees and an Application Fee, when they withdraw from their courses at least 10 weeks before the agreed start date.
- 20.2 Students may request a refund of the total payments, less 50% of paid tuition fees and an Application Fee, when they withdraw their courses at least five (5) weeks before the agreed start date.
- 20.3 Students may request a refund of the total payments, less 75% of the paid tuition fees and the Application Fee, when they withdraw from their courses at least 28 days before the agreed start date.

20.4 Students may not request a refund when they withdraw from their courses less than 28 days (including 28 days) before the agreed start date.

21. Fees and Refunds - Overseas Students Health Cover (OSHC) fee, if a student paid the OSHC fee directly to the Institute

21.1 They may request a full refund if their student visa applications are rejected and they do not commence their courses.

21.2 They may only request a partial refund if they have commenced their courses, even if their visa applications are rejected. The refund amount is the total OSHC payment minus the used OSHC fees for any study period.

22. Fees and Refunds - Refunds Where the Institute is in default

22.1 The Institute may make a full refund (including application fees) to students within 14 days if it withdraws a Letter of Offer before the agreed start date.

22.2 The Institute may make a full refund of the unexpended portion of prepaid tuition and material fees within 14 days if it cannot continue to offer a course after the agreed start date.

22.3 The Institute may offer alternative courses to students at no extra cost. A student has the right to choose whether to receive a full refund of tuition fees or to be placed in another course. If a student decides to enrol in another course, the Institute will ask the student to sign a document confirming acceptance of the alternative placement.

22.4 Suppose the Institute is unable to provide a refund or place a student in an alternative course. In that case, the Tuition Protection Service will assist the student in finding an alternative suitable course at another education provider.

23. Fees and Refunds - refund procedure

23.1 All refund applications must be submitted using the Institute's refund application form along with supporting documents. The form is available from the reception desk or from the student support team.

23.2 The email address to submit a refund request is on the refund application form.

23.3 The Institute reserves the right to deny a refund request if a student or a student's authorised representative submits fraudulent documents.

23.4 The Institute will process refund requests and notify the student of the outcome within 28 days of receiving a complete refund application, in accordance with the National Code and ESOS requirements.

24. Tuition protection service (TPS)

- 24.1 The Tuition Protection Service (TPS) is an Australian Government initiative that assists overseas learners whose education providers are unable to fully deliver the course of study for which tuition fees have been paid.
- 24.2 The Institute is a member of the Australian Government-endorsed Tuition Protection Service (TPS) and will remain a member for the duration of its registration as an education provider.
- 24.3 In the unlikely event that the Institute is unable to complete course delivery and refund prepaid fees, students may, when applicable, receive a refund of any unspent tuition fees in excess of A\$1500, or assistance in finding alternative courses from TPS. For more information, visit <https://tps.gov.au>.

25. Privacy and information disclosure

- 25.1 The Institute respects the privacy and confidentiality of our students and operates in compliance with the Australian Privacy Principles (APPs).
- 25.2 Under the Data Provision Requirements 2012, the Institute is required to collect personal information about students and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER). Your personal information may be used or disclosed by Ashton College for statistical, administrative, regulatory and research purposes to the Commonwealth and State/territory government departments, authorised agencies and NCVER.
- 25.3 Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:
- i. facilitating statistics and research relating to education, including surveys and data linkage;
 - ii. pre-populating RTO student enrolment forms;
 - iii. understanding how the VET market operates, for policy, workforce planning and consumer information; and
 - iv. administering VET, including program administration, regulation, monitoring and evaluation.
- 25.4 You may receive a student survey, which may be administered by a government department, an NCVER employee, an agent, a third-party contractor, or another authorised agency. You can opt out of the survey at any time.
- 25.5 NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the National VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).

25.6 For information about how the Institute collects, uses and discloses your personal information, including how you can make a complaint about a breach of privacy, please refer to the privacy policy on the Institute's website.

26. Disclaimer and limitation of liability

26.1 The Institute strives to ensure the accuracy and reliability of the information provided to you in this Letter of Offer, International Student Course Agreement and the information about the Institute's courses.

26.2 The Institute reserves the right to change any course information at any time without notice, including units of study, entry requirements, and tuition and non-tuition fees.

26.3 To the extent permitted by the law, the Institute will have no liability for any loss or damage, however arising, from the use or reliance on any of the information.

STUDENT DECLARATION

I clearly acknowledge and declare that:

- a. I accept the course(s) and conditions detailed in the Letter of Offer
- b. I have read and understand this International Student Course Agreement
- c. I agree to undertake the course(s) accepted in accordance with this agreement by completing and signing this Agreement before the Letter of Offer expiry date and providing the required initial deposit and documentation.

Student full name	
Student signature	
Date	

VERSION HISTORY

Version Number	Date	Summary of changes
1.0	April 2024	New policy.
2.0	July 2025	Revised and updated to include the changes according to the Standards for Registered Training Organisations (2025).
3.0	December 2025	Revised and updated to include the changes according to the ESOS 2000 Act.