

Ultimate Ref:

Agent Ref:

Date

Title First Name Last Name

Address 1

Address 2

Suburb State Postcode

Country

Dear Title Last Name

**Letter of Offer to study at Ultimate Institute of Australia**

Thank you for your application to study at Ultimate Institute of Australia. Your application has been assessed and we are pleased to offer you a place in our course as outlined below.

Prior to accepting this offer it is important that you read the pre-enrolment information in our handbook or available from our website [www.Ultimate.edu.au](http://www.Ultimate.edu.au).

Course	CRICOS Code	Course Duration	Start Date	Completion Date	Tuition Fee
-	-	-	-	-	-

**Initial payment required:**

<b>Application fee</b>	
<b>Total tuition fee</b>	
<b>First instalment</b>	
<b>Overseas Student Health Cover</b>	
<b>Material fee (course material)</b>	
<b>Miscellaneous fees</b>	
<b>TOTAL INITIAL PAYMENT DUE</b>	
<b>Special conditions</b>	

\*All fees quoted are in Australian dollars and are subject to change without notice

Please note that overseas student must maintain Overseas Student Health Cover (OSHC) throughout their study period as part of their student visa condition.

**Accepting this offer:**

This offer is subject to availability at the time of admission and does not guarantee a place at Ultimate Institute of Australia.

To accept this offer, you must:

1. carefully read the attached written Student Agreement
2. sign and return the agreement to Ultimate Institute of Australia
3. wait for confirmation of acceptance from Ultimate Institute of Australia
4. make the necessary initial payment

This agreement details the conditions of enrolment, course fees and other charges, schedule of fees; fees refund policy, privacy provisions and address notification requirements. A confirmation of enrolment (CoE) will not be issued until Ultimate Institute of Australia has received this signed agreement and the minimum deposit due. Notification of an official CoE will be sent electronically to you or your nominated accredited representative. Please make all payments to Ultimate Institute of Australia bank account listed below.

Account name	Ultimate Institute of Australia
Bank Name	Commonwealth Bank
Bank address	William Street, Melbourne, Victoria, Australia
Branch Number (BSB)	063 009
Account Number	1066 3334
SWIFT code	CTBAAU2S

We look forward to welcoming you at Ultimate Institute of Australia.

Yours sincerely

Murad Tanvir

**Chief Executive Officer**

Ultimate Institute of Australia

## STUDENT AGREEMENT AND ACCEPTANCE OF OFFER

This is the written Student Agreement between Rachi Systems Pty Ltd trading as Ultimate Institute of Australia (CRICOS Code 03511G) and the student whose details appear in section 1 below herein after referred to as the "Institute" and the "Student". This Student Agreement details your enrolment into the courses delivered by Ultimate Institute of Australia.

### 1. STUDENT DETAILS

<b>Student Name</b>	
<b>Date of Birth</b>	
<b>Passport Number</b>	
<b>Address</b>	
<b>Contact Phone</b>	
<b>Email Address</b>	

### 2. COURSE DETAILS

Course	CRICOS Code	Course Duration	Start Date	Completion Date	Tuition Fee

### 3. COURSE FEES AND OTHER CHARGES

#### Course Fees:

Your tuition fee payable for each study period is outlined below. A study period at Ultimate Institute of Australia is a term of 10 weeks excluding holidays.

<b>Course Title</b>	[Course Title]		
<b>Course Name</b>	[Course Name]		
<b>Study Period</b>	<b>Tuition Fee</b>	<b>Material Fees</b>	<b>Due Date</b>
Term 1 – (10 Weeks)			
Term 2 – (10 Weeks)			
Term 3 – (10 Weeks)			
Term 4 – (10 Weeks)			

<b>Total Course Fee</b>			
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### Schedule of Fees

The table below lists a Schedule of Fees charged by Ultimate Institute of Australia to students where applicable.

<b>Fee type</b>	<b>Amount*</b>
Enrolment fee (not refundable)	A\$150
Overseas Student Health Cover (OSHC) 2015	A\$510
Unit Repeat Fee	A\$300
RPL Fee	Subject to qualification
Enrolment Variation Fee	A\$100
Administration Fee	A\$150
Late Payment Fee	\$50 per week
Urgent Service Fee	\$50
Overseas Bank Transfer Fee	A\$30
Reassessment Fee (if applicable)	\$50
Change of CoE Fee	\$100

\*All fees are quoted in Australian dollars and are subject to change without notice. Please contact student administration for updated fees and charges.

#### 4. CONDITIONS OF ENROLMENT

- a. Once accepted, you will be enrolled into the first academic term of study. Subject to the course being undertaken, progression to the next academic term is determined through assessment of your academic achievements, examination results, attendance, aptitude and attitude, all of which must be deemed satisfactory.
- b. By enrolling in this course, you agree to pay all tuition fees as shown in this agreement and you understand that tuition fees may be altered without notice prior to the student's enrolment. Once you have completed the enrolment, tuition 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. Ultimate Institute of Australia reserves the right to change fees at their discretion.
- c. Student tuition fees are safeguarded through the Tuition Protection Service (TPS) mandated by the Australian Government.
- d. You understand and agree that you must meet the all of the Department of Border Protection (DIBP) Student Visa conditions including:
  - ✓ Maintain a full time enrolment with Ultimate Institute of Australia

- ✓ Achieve satisfactory attendance and academic performance
  - ✓ Maintain Overseas Student Health Cover (OSHC) throughout the course duration
  - ✓ Inform Ultimate Institute of Australia of change of your address
- e. You may apply for credit(s) from previous studies (Recognition of Prior Learning – RPL or Credit Transfer - CT). The application form for RPL or CT details the process for requesting RPL/CT and how it is assessed. Applications for RPL must be submitted at least two weeks prior to the commencement of your course. Applications are usually processed within 2 weeks of submission, there is no fee for this service.
- f. Before a subject can be repeated the tuition fees in relation to the subject must be paid in full regardless of any fees that may have been paid in advance for other subjects.
- g. Only under exceptional circumstances within compassionate grounds, and at the discretion of Ultimate Institute of Australia, you may be permitted to defer commencement of a course up to two (2) weeks after the published course start date. If you arrive later than two (2) weeks after the course start date, you will need to defer to the next term. This deferral must be formally granted by Ultimate Institute of Australia.
- h. You understand that you may initiate a request to defer commencement of studies or suspend your studies on the grounds of compassionate or compelling circumstances. If you wish to defer the commencement of studies or suspend your studies, you must apply to do so in writing to the Institute.
- i. The Institute may decide to suspend or cancel a student's enrolment on its own initiative as a response to misbehaviour and or gross misconduct by the student. Deferral of commencement and suspension or cancellation of enrolment has to be reported to DIBP by the Institute and this may affect the status of a student visa.
- j. Ultimate Institute of Australia reserves the right to change or replace trainers, assessors, teachers or tutors at any time, cancel a course or subject prior to commencement of each term and make changes to the syllabus or timetable at any time.
- k. The Institute may at its discretion cancel, vary or postpone the commencement date of a course. In the event of cancellation or postponement, the Institute agrees to refund within 10 working days, all fees paid by the student. However, the student agrees that there shall be no entitlement to damages.
- l. If you are under the age of 18 at the time of this contract your parent or guardian signing this Agreement accepts the liability for payment of all fees for the duration of the course or until you turn eighteen (18). You must have turned 18 by the time of course commencement.
- m. It is your responsibility to inform Ultimate Institute of Australia immediately of any changes to your address, email or telephone details using the Change of Contact Details Form. Failure to do this may mean you may not receive important information which may affect your course,

your enrolment or your visa. Ultimate Institute of Australia cannot be held responsible for communications not received due to your failure to update your contact details with Student Administration.

- n. You are aware of the estimated cost of your stay in Australia and understand the financial capacity to meet such costs is your responsibility. You are also aware the tuition fees do not include the living expenses, uniform, equipment or text books.
- o. You are aware that school aged dependents accompanied by international students to Australia will be required to pay full fees if they are enrolled in either a Government or Non-Government school. Some Australian Government and University scholarships are exempt from payment. This exemption may vary from state to state.
- p. You acknowledge that you have, prior to enrolment, viewed, read and understood the course outline and are aware of the vocational outcomes associated with this course.
- q. You are aware that there shall be no requirement for Ultimate Institute of Australia to issue any qualification prior to the completion of the above course.
- r. You acknowledge that you are entering into this agreement having relied upon your own enquiries and the information contained in the Ultimate Institute of Australia marketing material and have not relied on any other representations whatsoever.

## **5. FEES PAYMENT AND REFUNDS**

It is important that you read and understand the Institute's Fees Payment policy and the Fees Refund policy before you sign this agreement. These policies are available on the Ultimate Institute of Australia website.

### **Payment of Tuition Fees**

- a. The initial tuition fee as stated in the offer letter must be paid in advance before the start of the course to confirm the place Ultimate Institute of Australia.
- b. Ultimate Institute of Australia will not receive more than 50% of the student's total tuition fee for a course before the student begins the course unless the course has less than one study period. A study period at Ultimate Institute of Australia is a Term of 10 weeks.
- c. Ultimate Institute of Australia will not require any remaining tuition fees earlier than two (2) weeks before the start of the student's second study period.
- d. You must pay the Institute the course fee as detailed in the Student Agreement, unless a payment arrangement is made with the Institute. Payments not paid in accordance with the agreed Payment Plan or by the agreed due date will incur a late fee of \$50 per week. In addition, Ultimate Institute of Australia reserves the right to take any action it deems necessary if you fail to pay your fees as agreed in the Student Agreement.

- e. Tuition fees are payable to Ultimate Institute of Australia by a bank draft or bank transfer (or other approved payment options) in Australian dollars made payable to Ultimate Institute of Australia. All fees paid by credit card will incur an additional fee of 2%
- f. Students who do not pay their fees by the due date and fail to do so in a timely manner will not be issued with a timetable or able to access classes until fees are paid. The inability to attend classes may result in students having to repeat missed work and/units.
- g. Continued unpaid fees will result in the automatic cancellation of a student's enrolment at the end of any appeals process. International students 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 appeal.
- h. The Course Fees cover only tuition fees. All other charges such as text books, equipment and enrolment fees are additional cost. You will need to ensure that you have sufficient funds to cover the additional cost that will be charged.
- i. The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student changes course a new tuition fee will apply.
- j. If the student's visa status changes (e.g. becomes a temporary or permanent resident), the student will continue to pay full overseas student fees for the duration of the enrolled course unless withdrawn earlier.
- k. The Institute does not accept liability for any fees paid to an agent or third party in relation to an application for enrolment.
- l. The Institute reserves the right to engage any third party to recover any outstanding fees payable to the Institute. The cost to the Institute of engaging a third party to recover such outstanding fees will be charged to the student.

## Fees Refund Policy

### 1. All refund requests are conditional on the following:

- a. The Institute must have had received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received);
- b. Any debts to the Institute must be paid in full or the outstanding amounts will be deducted from the refund.

### 2. The Australian Government refuses visa

If the student visa application or visa renewal is refused by the Australian Government, a full refund of course fees less the administration fees will be made. In order to receive the refund students will have to provide authenticated evidence of the student visa refusal to the Institute.

However, no refunds will be granted where:

- a. an international student, currently in Australia, has their student visa cancelled by the Department of Immigration and Border Protection (DIBP) for a breach of visa conditions; or
- b. an international student, currently in Australia, has their student visa extension application refused by DIBP after the commencement of their studies, for not meeting visa requirements.

### 3. Institute default

- a. In an unlikely event that the Institute is unable to start or continue to deliver the course after a period of commencement (known as an Institute default), the Student can choose to accept either:
  - i. get a refund of the course fees (remainder of coursed fees if already commenced), which will be issued to the Student within 14 days; or
  - ii. to be placed in an alternative course with the Institute or another provider. If the Student chooses placement in an alternative course, the Student must sign a new written agreement to indicate the student accepted the placement.
- b. If the student chooses to receive a refund of the course fees after commencing the course, the Institute will calculate the unspent portion of the tuition fees paid to date (i.e. tuition fees the student has paid for but has not been delivered by the Institute). The refund will be paid within 14 days on which the course ceased to be provided.
- c. If the Institute is unable to provide a refund or place student in an alternative course, the Tuition Protection Service (TPS) will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

### 4. Student defaults and withdrawal

- a. When student defaults or where written notice of withdrawal is received by the Institute **before the agreed start date** of the course, the Institute will refund the fees as per the table below less an administration fee.

Outline of Refunds	
Enrolment fee	\$150 non-refundable
Administration fee	\$150 non-refundable
Visa refused prior to course commencement	Full refund*
Withdrawal at least 10 weeks prior to agreed start date	Full refund *
Withdrawal at least 4 weeks prior to agreed start date	75% refund of the study period fee*
Withdrawal less than 4 weeks prior to agreed start date	50% refund of the study period fee*
Withdrawal after the agreed start date	No Refund
Visa cancelled due to actions of the student	No refund



*\* less an administration fee of \$AU150*

Please note: All fees are quoted in Australian dollars and are subject to change without notice.

- b. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification being received by the Institute.

## **5. Special circumstances**

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid less administration fees will be refunded.

## **6. Refund procedure**

- a. The Student must complete an Application for Refund form to apply for a refund and attach all evidence and supporting documentation. Such documents may include, but not limited to:
  - i. a completed course withdrawal form provided by the Institute and
  - ii. a letter from DIBP advising of a rejection of the student visa application or a refusal to extend a student visa; or
  - iii. proof of extenuating circumstances of a compassionate nature; or
  - iv. an unconditional offer letter from another institution along with a DIAC approved letter to transfer
- b. For an Institute default on the agreement, refunds will be made within 14 days of the default date.
- c. All other refunds will be made within 28 days (20 working days) of written notification from the student being received by the Institute.
- d. The CEO or the delegate must approve student refunds.
- e. Refunds will be paid to the student or to the person nominated by the student on the refund application in Australian dollars
- f. Details of refunds provided will be maintained in individual student files.

## **7. Payment of Refunds**

- a. Payment of refunds to the applicant will be made in Australian dollars by a bank draft, telegraphic or electronic transfer (or other approved payment options). Bank fees or postage charges may apply.

## **8. Student's Rights to Appeal**

- a. Any student who is refused a refund by the Institute may appeal within 14 days in writing to the Administration Manager.
- b. The Institute's appeal process does not circumscribe the student's right to pursue other legal remedies.

- c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## **9. CHANGE OF ADDRESS**

You are obliged to notify Ultimate Institute of Australia of any change of your address while enrolled at the Institute. This is to ensure that any notifications sent to you of visa breaches are sent to your current address. Failure to update your contact details at Ultimate Institute of Australia means you may not receive important information which may affect your course, your enrolment or your visa.

Where Ultimate Institute of Australia has approved your welfare and accommodation arrangements, you will require both Ultimate Institute of Australia and your parent's approval for any changes to your welfare and accommodation arrangements. Ultimate Institute of Australia undertakes that any reasonable request will not be refused.

## **10. PRIVACY**

Your privacy is important to us and all the personal and private information collected about you will be treated as confidential.

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act 2000, and the National Code 2007, and to ensure student compliance with the conditions of their visa and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the ESOS Act 2000, the ESOS Regulations 2001 and the National Code 2007. Information collected about you on this form and during your enrolment will be provided, in certain circumstances, to the Australian Government and designated authorities and the Tuition Protection Service (TPS) director. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where the Institute is authorised or required by law.

You can access information collected from you on this form and during your enrolment by contacting Student Administration at the Institute.

## **11. STUDENTS DECLARATION**

- a. I confirm that I have read and understood the Student Agreement which details information about course duration, the fees payment and refund policy and conditions of enrolment which I agree to abide by as a student at Ultimate Institute of Australia.
- b. I understand that I am obliged to notify the Institute of any change of address while I am enrolled in the course.

- c. I declare that all information provided by me for the enrolment into Ultimate Institute of Australia course is complete and correct. I understand that failure to provide correct information or documentation in relation to this application may result in cancellation of my enrolment
- d. I understand that this agreement, and the availability of complaints and appeals processes, does not remove the right of the students to take action under Australia's consumer protection laws.

Student Signature \_\_\_\_\_

Date: \_\_\_\_\_

**If you are under the age of 18 years at the time of signing this contract, your parent/guardian MUST complete the following section. Please note that you must have turned 18 at the time of course commencement at Ultimate Institute of Australia.**

Signature of Parent/  
Guardian: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

**Accepted for and on behalf of Ultimate Institute of Australia**

Authorised Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

This agreement will be governed by the laws of Australia and of the State Victoria. 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. The Institute's dispute resolution procedures do not circumscribe the student's right to other legal remedies, but any settlement agreed to is binding. This agreement may be varied if required by any Australian Government laws or regulations. Personal information provided to the Institute may be given to Commonwealth and State agencies if required by laws or regulations.