

## International Student Written Agreement

All sections of this document constitute the Written Agreement between the student and Baxter Institute. This form must be completed and returned to Baxter Institute before or at the time of payment. The student has up to two (2) months to accept the offer, starting from the day the offer is made. Failure to do so within the time frame will result in the student's offer being withdrawn. Baxter Institute has no obligation to enrol the student before the complete Written Agreement and required fees are received. This written agreement must be read in conjunction with the Appendices including: the Course Outline and the student's Letter of Offer.

### PART A—COURSE(S) OFFERED

Student name:  Student ID:

Unique Student Identifier (USI):  Date of offer:

*If you do not have a USI, please visit [www.usi.gov.au/](http://www.usi.gov.au/) to create one for yourself. Alternatively, you can authorise Baxter Institute to create one for you on your behalf by filling in form SS163.b and returning it to the Institute with this agreement.*

CRICOS Code	Course Title and Course Code	CRICOS Duration (weeks)	TUITION DURATION (weeks)	NUMBER OF STUDY PERIODS	LENGTH OF STUDY PERIOD (weeks)*	Description	TOTAL Course Fees**	Tuition fee per Study Period	Minimum payment required for acceptance of the offer
						Tuition Fee			
						Non-Tuition Fee^			
						Tuition Fee			
						Non-Tuition Fee^			
						Tuition Fee			
						Non-Tuition Fee^			
		Others					Application Fee \$150		
							Enrolment fee \$150		
							Overseas Student		
	<b>Total</b>								

^Non-tuition fees cover other items not directly related to tuition, this includes Material & Equipment Fees.

\*There is a number of study periods in one course. The final study period may be shorter in length.

\*\*You may choose to pay more than 50% of total tuition fee before your course commences

Campus location:

**For Orientation all students must report to Level 10, 399 Lonsdale Street, Melbourne Victoria 3000 Australia.**

Condition(s):

### PART B — AUSTRALIAN STUDENT VISA

Are you currently living in Australia? Yes  No  If not living in Australia, what is your arrival date?

Please specify the country and location of the Department of Home Affairs/High Commission Office you will be applying to for your Student Visa:

If you currently hold an

Australian visa, please provide the following details :

Visa Type (including subclass):  Expiry Date:

### PART C—PAYMENT METHODS

Account Name: **Sheila Baxter Training Centre Pty Ltd**  
 BSB: **013006**  
 Account Number: **841688807**  
 Bank Name: **ANZ**  
 Swift Code : **ANZBAU3M**  
 Bank address: **388 Collins Street, Melbourne VIC 3000**

Tick one box below to indicate payment method  
**Telegraphic Transfer**  **Credit Card\***   
**Bank Draft (enclosed)**  **EFTPOS**   
**Cash (in person)**

\* Payments by Visa and Master Cards only (To make a payment that is not in person a credit card authority form is required)

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute  
 Ph: (03) 9650 0367 Fax: (03) 9654 1049  
 Level 10, 399 Lonsdale Street Melbourne Victoria 3000 Australia  
 ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030  
 Email: [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au) Website: [www.baxter.vic.edu.au](http://www.baxter.vic.edu.au)

## International Student Written Agreement

### PART D—ACCEPTANCE PROCEDURE

1. Read the offer letter carefully to ensure that you understand all the requirements and conditions associated with the offer.
2. Read and complete all sections of the Written Agreement, including information about the Institute's refund policy.
3. Return a complete and signed copy of all sections of the Written Agreement and a certified copy of the 'details page' of your passport to the Institute by fax, post or email to [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au)
4. Pay the "minimum payment required for acceptance of the offer" to the Institute by cash, bank draft, credit card or telegraphic transfer. Please note that this fee will not be accepted before the Institute receives a complete and signed copy of your Written Agreement. Upon accepting your payment, the Institute will send you a Confirmation of Enrolment (if applicable) and a Letter of Acceptance.
5. If you want to apply for Recognition of Prior Learning (RPL) or Credit Transfer (CT), you will have to complete and submit an application form for RPL or CT, along with any related certified transcripts or supporting documents within 30 days after orientation; otherwise, you will be inducted as a completely new student. If you have already commenced the unit(s) for which you are applying RPL or CT, your application may still be accepted but there will be no refund of fees for these units.

### PART E—REFUND POLICY AND TUITION FEES PAYMENT

1. Refund applications must be made by completing Refund Application form FN108 and sending it to the Finance Department of the Institute. The student Refund Application Form is available on the Institute's website. Refund application form must be submitted by email to [refunds@baxter.vic.edu.au](mailto:refunds@baxter.vic.edu.au), attention "Finance Department" or in person. Whether the student is entitled to a refund or not, they will receive written notification of the outcome which will include an explanation of how the refund was calculated within 20 working days of receipt of the refund application (for refunds that relate to provider default refer below). The refund will be paid to the student or another person nominated in writing by the student. If a credit card is used to make payment(s), the Institute will refund the amount on to the credit card used for the payment(s). Where an application is withdrawn or cancelled notification by submitting "Cancellation Form SS115.a" must be provided. For refund calculations other than a student visa refusal, the refund is based on the commencement date of the first eCoE for that particular visa application, OR the commencement date of the CoE for which visa is granted. In the instance that an eCOE was not issued, refund will be based on the commencement date of the first Letter of Offer (LOF). Any deferred or subsequent COEs or LOFs will not be considered for the purposes of calculating refund.

Student <b>has been</b> refused an Australian Student Visa and <b>has not</b> started the course (refusal letter required)^	100% refund *
Student <b>has been</b> refused an Australian Student Visa and <b>has</b> started the course (refusal letter required to determine default date)^	100% refund **
Baxter Institute fails to start course or the course ceases to be provided after it starts (provider default)	100% refund **
Withdrawal notified in writing and received by the Institute 20 working days or more prior to course commencement (student default)	70% refund <sup>1 2</sup>
Withdrawal notified in writing and received by the Institute less than 20 working days prior to course commencement (student default)	50% refund <sup>1 2</sup>
Withdrawals notified in writing and received by the Institute on or after the course commencement date or student did not commence study at campus location identified (student default)	No refund of current study period course fees paid <sup>1</sup>
Student's enrolment is suspended or cancelled by the Institute due to the student being in breach of the student written agreement (student default)	No refund of current study period course fees paid <sup>1</sup>

^ A refusal letter includes the 'notification of refusal of application' and the 'Decision Record' outlining why the applicant's visa application has been refused.

\* indicates amount minus 5% of the course fees received (including non-tuition fee); or \$500; whichever is less.

\*\* indicates unspent tuition fee of weeks in default period (period from after default day and the end of the period to which the unspent tuition fee relates).

<sup>1</sup> Student defaults if the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or the student withdraws from the course at the location (either before or after the agreed starting day); or Baxter Institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: student fails to pay an amount due to Baxter Institute for the course; the student breached a condition of his/her student visa; and/or misbehavior by the student.

<sup>2</sup> A refund processing fee of \$300 will be deducted in cases that relate to student default (except when a student is refused a student visa)

### ACCEPTANCE OF REFUND AND TUITION FEES PAYMENT CONDITIONS

Applicant Signature:  Printed Name:  Date:

Parent Signature:  Printed Name:  Date:

(if applicant is under 18 years of age)

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute  
 Ph: (03) 9650 0367 Fax: (03) 9654 1049  
 Level 10, 399 Lonsdale Street Melbourne Victoria 3000 Australia  
 ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030  
 Email: [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au) Website: [www.baxter.vic.edu.au](http://www.baxter.vic.edu.au)

## International Student Written Agreement

### PART E—REFUND POLICY AND TUITION FEES PAYMENT (CONT.)

- In the unlikely event that the Institute defaults by failing to start the course or the course ceases to be provided after it starts, you will be notified of the default in writing within 3 business days of the default occurring. You will be offered a refund of all the unspent tuition fees and if you accept the refund will be paid to you within 14 working days (provider default) from the day the default occurred. Alternatively, you may be offered enrolment in an another course by the Institute at no extra cost and for which you meet all the entry requirements. You have the right to choose whether you would prefer a refund of unspent tuition fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. Where the institute is unable to meet its obligations of providing you with a refund or an alternate course you will benefit from the Tuition Protection Services (TPS), the TPS is an initiative of the Australian Government to assist international students whose providers are unable to fully deliver their course of study. The TPS will contact you and place you in a suitable alternative course at another education provider at no extra cost. If there are no suitable alternative courses or offers, you may apply for a refund of the amount of any unspent tuition fees. For further information please visit the following link: <https://tps.gov.au/StaticContent/Get/StudentInformation>.
- Fees not listed in this refund section are not refundable. Prior to a student enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended and agreed to by the student, then any additional fee will be required to be paid prior to the extension of the course.
- All required fees and charges must be paid prior to course commencement unless a "PAYMENT SCHEDULE AGREEMENT" is arranged with the Institute. Students may be excluded from class and subject to the Institute's cancellation process for non-payment of course money. Student tuition fees are safeguarded through the use of insurance and assurance schemes mandated by Australian Legislation.
- Tuition fees is incurred when each study period of the course commences. Baxter Institute may offer installment payments on the basis that the payments will be made on the scheduled dates. If a student is in breach of their payment schedule agreement, the Institute has the right to cancel the agreement and request entire payment for fees owed, also, the Institute's cancellation process will take effect as this is a breach of the Written Agreement and the Institute's Code of Behaviour for students.
- The Institute has the right under ESOS Act to refuse to provide a course to a student who fails to pay an amount he or she owes the provider, directly or indirectly, in order to undertake the course.
- If an enrolled student obtains permission to transfer to another course within Baxter Institute, all unspent tuition fees paid will be credited to the new course.
- Prior to commencing a course with the Institute, students must pay the total of the minimum payment stated in their student written agreement and any outstanding debts (if any). Please note, payment of fees made by personal or company cheques are not considered paid until the funds have been officially cleared by the institute's bank (this could take up to 3-5 working days).
- Payment will only be allocated for material and equipment fee after the full payment of tuition fees for the first study period has been paid.
- Payment made towards Overseas Student Healthcare Cover (OSHC) is subject to the OSHC provider's refund policy and procedures .
- There will be no tuition fee reduction/exemption granted for students who complete a unit of competency/qualification earlier than the proposed end date.
- This refund policy also applies to tuition and non-tuition fees collected by education agents on behalf of Baxter Institute.

### PART F—OTHER POSSIBLE FEES

Enrolment fee <sup>5</sup>	\$ 150	Printing and copy (B&W) <sup>4</sup>	\$0.10/A4 sheet and \$0.20/A3 sheet
Course application fee/RPL <sup>5</sup>	\$ 150	Printing and copy (colour) <sup>4</sup>	\$0.50/A4 sheet and \$1.00/A3 sheet
RPL per practical unit	\$ 500 plus material fee (subject to course selection)	*Airport Pick-up	\$ 115
RPL per theory unit	\$ 250	*Accommodation Placement Fee	\$ 230
Credit Transfer	No charge	Charges for late payment	N/A
**OSHC Single	\$ 605/ year (2018)	Re-assessment Fee <sup>1</sup>	\$ 150
**OSHC Family	\$ 2,809/ year (2018)	Replace ID card	\$ 15
**OSHC Couple	\$ 1,928/ year (2018)	Replace Certificate	\$ 30
Repeat unit Fee	same as at time of enrolment	Extension of CoE <sup>3</sup>	\$ 250 / week
Deferral Fee <sup>2,5</sup>	\$ 200	Logbook replacement	\$ 75
Refund processing fee	\$ 300	Request postage of documents	\$ 20 (within Australia) or overseas postage is subject to location
Excursion Fee	Subject to activity		

Repeat unit fee usually applies to but not limited to students who are found to have plagiarised work and need to repeat the unit of competency.

\*Airport Pick-up and Accommodation Placement are outsourced to another company and the fee is subject to change.

\*\*OSHC is correct at time of print.

<sup>1</sup>Students are entitled to 3 assessment attempts for each unit of competency. A 4th attempt will incur a reassessment fee. If after the 4th attempt, student are "still not yet competent", they will be required at the discretion of the Head of Department to repeat the units of competency and pay repeat unit fee. Students found to have cheated or plagiarised work will not be entitled to re-sit assessments, instead they will be required to repeat the unit of competency and pay the repeat unit fee.

<sup>2</sup>Subsequent deferrals will incur a deferral fee. Student is expected to complete course within the duration stated in their CoE.

<sup>3</sup>Any extension of course after the course end date will incur a fee "Extension of CoE". Student on early completion mode who has studied part or all units (or cluster of competencies) of the next study period would have incurred new study period fees. Fees for the new study period must therefore be paid accordingly.

<sup>4</sup>Students are required to top up their Printing Cards in order to use printing and copying services. The balance of the printing cards are non-refundable.

<sup>5</sup>Fees are non-refundable.

Fees listed are subject to change without notice due to review of policies and will be updated on the website periodically.

### ACCEPTANCE OF REFUND AND TUITION FEES PAYMENT CONDITIONS

Applicant Signature:

Printed Name:

Date:

Parent Signature:

Printed Name:

Date:

(if applicant is under 18 years of age)

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute  
Ph: (03) 9650 0367 Fax: (03) 9654 1049  
Level 10, 399 Lonsdale Street Melbourne Victoria 3000 Australia  
ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030  
Email: [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au) Website: [www.baxter.vic.edu.au](http://www.baxter.vic.edu.au)

## International Student Written Agreement

### PART G—PROGRESS, ASSESSMENT & PLAGIARISM

1. Student progress is monitored throughout the study period specified on the first page of this written agreement.
2. Baxter Institute applies the Department of Home Affairs' Course Progress Policy to its VET courses and reports unsatisfactory course progress to the Department of Education (DET) via PRISMS.
3. Students are only eligible to sit for assessments once they meet the required level of attendance. Failure to meet this requirement may result in the student having to repeat the unit(s).
4. Not meeting the required attendance is also considered as failure to complete sufficient units and consequently disables the student to complete the course within the expected duration.
5. Students completing an EAL (English as an Additional Language) program are required to achieve a minimum of 80% attendance. Students completing courses other than English are expected to attend at least 70% of the scheduled classes.
6. Baxter Institute proactively monitors student progress and will implement an intervention strategy to assist students in complying with their visa requirements and completing their study within the expected duration.
7. Students are permitted a maximum of 3 attempts for each assessment. The assessor will review each unsatisfactory attempt and recommend areas for improvement. After the 3rd unsuccessful attempt, the student will usually be requested to repeat the unit; however, in some situations and at the discretion of the course coordinator, the 4th attempt may be granted. Intervention strategies will be put in place where major knowledge gaps are identified prior to the student being reassessed.
8. Students found cheating during assessment or having submitted plagiarised work will be given an opportunity to explain their case. Depending on the situation, the Academic/Student Support manager shall decide whether the student should repeat the unit or re-sit/resubmit the assessment.
9. Students who do not attend class on the set assessment day without an approved leave of absence will be marked Not Yet Competent (NYC) for that assessment.
10. Students who complete their course earlier than the expected completion date (as per the latest eCOE) will be reported to the Department of Home Affairs via PRISMS.
11. The **actual completion date** reported to the Department of Home Affairs is the date of the final satisfactory assessment of the qualification.

### PART H—DEFERRAL, SUSPENSION & CANCELLATION

1. Once students commence study at Baxter Institute, they are expected to complete their course within the duration stated in the CoE. Under limited circumstances, students may defer their study or have their enrolment suspended or cancelled.
2. Students may defer their commencement of study or suspend their current study on grounds of medical, compassionate, compelling or exceptional circumstances. Students wishing to defer the commencement of study or suspend their current study must apply to do so by completing Form AD106 Deferral or Suspension and submitting it to the Institute no earlier than 10 working days and no later than 5 working days prior to the deferment/suspension date.
3. The application for a deferral or suspension of study will be assessed in accordance with Policy P13 Defer, Suspend or Cancel. Students have to provide documental evidence for their medical, compassionate or compelling reasons. The student's history and financial status will also be reviewed before decisions are made. The decision for granting deferment or suspension is solely at the discretion of the Institute. If the student has unsatisfactory course progress and attendance, their application for suspension is likely to be denied. Where appropriate, the student's study load may be adjusted to assist them in completing their study within the approved duration.
4. Deferral of commencement, suspension of enrolment and cancellation of enrolment will be reported to the DET and may affect the student's visa status.
5. It is the student's responsibility to collect the revised CoE from the Institute for any deferral/suspension made. Baxter Institute will advise the DET of the revised end date of the course via PRISMS and the student can use the CoE to inform the DET of the revised end date of the course where their visa requires extension.
6. The Institute may decide to suspend or cancel a student's enrolment on its own initiation as a response to misbehaviour by the student. Student misbehaviour will be deemed to have occurred if the student breaches the requirements of the P01—Student Code of Behaviour.
7. If the actual course commencement date is later than the date specified in the Letter of Offer/Letter of Acceptance/CoE due to student default, the Institute will not re-issue these letters. However, the orientation can be re-scheduled and study support will be offered, where feasible, to help the student to catch up with their study. The student will not be refunded the tuition fee or have their proposed course end date extended as a result of their default.
8. Transfer to other educational institutions without formal approval from Baxter Institute will result in a cancellation of enrolment and notification to relevant government authorities. The student's visa status may be affected. Under the National Code 2018, a student cannot transfer to another Provider prior to the student completing six months of his or her principal course of study (principal course is usually the final course in which the student is enrolled) without being granted a Letter of Release.
9. The Institute will initiate a cancellation of the student's CoE if he/she fails to commence study within 10 working days of the orientation date as specified in the Letter of Acceptance. The student will not be entitled to regain any loss of study time as a result of non-commencement (student default).

### ACCEPTANCE OF CONDITIONS IN PART G AND H

Applicant Signature: Printed Name: Date: Parent Signature: Printed Name: Date: *(if applicant is under 18 years of age)*

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute  
 Ph: (03) 9650 0367 Fax: (03) 9654 1049  
 Level 10, 399 Lonsdale Street Melbourne Victoria 3000 Australia  
 ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030  
 Email: [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au) Website: [www.baxter.vic.edu.au](http://www.baxter.vic.edu.au)

## International Student Written Agreement

### PART I— CREDENTIALS, LETTER OF RELEASE, COMPLAINTS & APPEAL

- Students are entitled, at no additional cost, to a formal Statement of Attainment upon withdrawal, cancellation or transfer, prior to completing the qualification, provided all tuition fees for the study periods incurred have been fully paid.
- Credentials and official letters will not be issued to students who are in arrears with their tuition fees.
- Baxter Institute will assess a Letter of Release application in accordance with the Institute's policy and procedure. There is no additional charge for issuing a Letter of Release. However, an application does not guarantee a Letter of Release being granted.
- In accordance with Standard 10 of National Code 2018, students have access to Baxter Institute's Complaint and Appeal process at no cost. Complaint and Appeal form is available at Baxter Institute's website or at the reception. The procedure will commence within 10 working days of the formal lodgment of the complaint and appeal and supporting information. Internal appeals against any decisions made by Baxter Institute are to be lodged within 20 days plus 2 days of postage handling. If international students are not satisfied with the outcome of internal appeal, they can lodge external appeal to Overseas Students Ombudsman.
- This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.
- It is the student's responsibility to request for their certification upon successful completion of the course. This is done by making a request via the S5119 Request for Documents Form.

### PART J— OTHER CONDITIONS

- Once the student has signed this agreement and paid fees as set out in Part A, and Baxter Institute has countersigned this agreement in Section L, this will become a binding contract between the student and Baxter Institute. If the student is under 18 years of age at the time of signing then this agreement will also require the signature of parent/guardian to become a binding agreement.
- The laws of the Commonwealth of Australia and the States govern the contract between the Student and Baxter Institute.
- Changes to student enrolment and/or any breaches of enrolment conditions by the student will be reported to the Department of Home Affairs as required under the Education Services for Overseas Students (ESOS) Act 2000, the ESOS Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code 2018). Baxter Institute reserves the right to request updates from the Department on any action taken.
- When necessary, Baxter Institute may vary such conditions of enrolment in order to comply with any law or regulation of the Commonwealth of Australia or the States.
- It is a requirement of the Australian Government that all students studying on a student visa are covered by Overseas Student Health Cover (OSHC) during the entire time they are in Australia. This means OSHC will be required throughout the duration of the student's visa.
- For students who enroll in more than one qualification at the start, the institute will send a letter of reminder so the student can ensure they attend the orientation for the subsequent course commencement. This does not remove the student's responsibility to keep track of the subsequent course commencement date and the institute does not hold liability should there be a student default.
- Students must notify the Institute of their contact details including the current residential address, mobile number (if any), email address (if any), who to contact in emergency situations and any changes to those details within 7 days of the change. In addition, the student is required to confirm their latest contact details at least once every 6 months. This is required by visa condition 8533. Failure to do so may mean the student may not receive important information affecting their course, their enrolment or their visa. Students are responsible for any consequences that may occur due to non adherence.
- Information collected on this written agreement and during the student's enrolment is required under the ESOS Act 2000 and the National Code 2018. The authorities receiving this information are listed in the ESOS Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice 2018. Information collected about the student on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, TPS (Tuition Protection Service) and TPS Director. In other instances, information collected on this form or during the student's enrolment can be disclosed without the student's consent where authorised or required by law, in accordance with the Privacy Act 1988.
- The information provided to the student on this agreement and during their enrolment is to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws.
- Baxter Institute's formal communication method of policy and procedure will be on the institute website. Students are required to keep abreast with the latest policy and procedure by regularly checking for updates as policies are subject to variance.
- Baxter Institute will formally correspond with students via the Baxter student email account and the student portal, it is the student's obligation to regularly check this email account and visit the student portal.
- Baxter Institute and its staff will not be responsible for students' lost or stolen items. When using lockers, students should ensure their lockers are securely locked at all times. Students must not leave valuable or inappropriate, hazardous items in the lockers. If caught, the institute reserves the right to cut the lock and confiscate all contents without bearing any liability of damages and lost items that follow.
- Baxter Institute will retain a copy of this written agreement and receipts of payments made by the student under this written agreement for at least two (2) years after the student ceases to be an accepted student. Baxter Institute will provide the student with a copy of this written agreement, and receipts of any payments of tuition fees or non-tuition fees made by the student.

### ACCEPTANCE OF CONDITIONS IN PART I AND J

Applicant Signature:

Printed Name:

Date:

Parent Signature:

Printed Name:

Date:

*(if applicant is under 18 years of age)*

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute  
 Ph: (03) 9650 0367 Fax: (03) 9654 1049  
 Level 10, 399 Lonsdale Street Melbourne Victoria 3000 Australia  
 ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030  
 Email: [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au) Website: [www.baxter.vic.edu.au](http://www.baxter.vic.edu.au)

## International Student Written Agreement

### PART K—STUDENT DECLARATION

1. I understand and agree with the information and conditions in all Parts (A-J) of this agreement. My enrolment specifies that tuition fees are payable in advance (prior to Course commencement & prior to the beginning of each study period). Should I fail to pay tuition fees due, I may be excluded from class and my case will be reported to Department of Home Affairs
2. I understand that if found guilty of using fraudulent credit cards, relevant authorities will be notified and I may face prosecution. Additionally, I will be required to settle the entire tuition fees owed.
3. I understand that continuation in the course(s) is dependent upon satisfactory academic progress (Part G). Failure to meet these conditions will result in my case being reported by Baxter Institute to Department of Home Affairs.
4. I understand that it is compulsory to be covered by Overseas Student Health Cover (Part J) while I am on a student visa.
5. I understand that I am not eligible to transfer to another registered provider without permission from Baxter Institute, until I have completed 6 months of my principal course of study. I understand that if I am registered for more than one course then the principal course is usually the highest course for which I am enrolled. (Part H & I)
6. I am aware that if I have any school-aged dependants coming to Australia with me, I am required to enroll them in either a government or non-government school and that I am liable to pay all fees due for that schooling.
7. I acknowledge that I have read and understood the description of the course, teaching and assessment methods, facilities, classroom equipment and learning resources and have exercised my independent judgment in enrolling in the course. Baxter Institute does not warrant that my enrolment or completion of the course will enable me to obtain any particular employment or to remain in Australia upon my course completion.
8. I acknowledge that I have received information on the local environment in which I will be studying, including location of teaching sites, accommodation and living costs.
9. I understand that Baxter Institute reserves the right to withhold any Certification of qualification and official letters if my course fees are not fully paid.
10. I understand that this written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies. (Part H)
11. I confirm that all the information provided in this written agreement is complete and correct.
12. I agree to be bound by the Institute rules and regulations and to follow acceptable codes of behavior, attendance and academic performance and show due concern for other students.
13. I understand the terms of this written agreement and the refund conditions and confirm that I have been fully advised of the fees, refund conditions and conditions of enrolment and agree to be a student at the Institute.
14. I have read Baxter Institute's Refund Policy and Tuition Fee payment information included in this agreement.
15. I understand the tuition fees listed in Part A. Course fees will not change once I have commenced and remain enrolled in the Course. If I withdraw from all studies or enroll in a different course then any offer I take will be based on the fees in place at that time.
16. I have read the ESOS Framework available at: <https://www.legislation.gov.au/Details/C2017C00292>
17. I understand that I am liable for my personal equipment and belongings and any damages or lost items will have to be replaced at my own cost.
18. I confirm that I will keep myself abreast of the latest Baxter Institute Policies and Procedures which are posted on the Institute's website.
19. I understand that I must regularly check my Baxter student email account and the student portal for all formal updates and correspondence.
20. I understand that Baxter Institute is required, under the ESOS Act 2000, to inform Department of Home Affairs of changes to my course enrolment and any breach of my visa conditions relating to satisfactory academic performance and attendance.
21. I understand that Baxter Institute is required to cancel my enrolment if I do not commence my study within 10 working days from the scheduled commencement date.
22. I understand that I am responsible for keeping a copy of the written agreement as supplied by Baxter Institute, and receipts of any payments of tuition fees or non-tuition fees.

Applicant Signature: Printed Name: Date: Parent Signature: Printed Name: Date: *(if applicant is under 18 years of age)*

### PART L—PROVIDER ACCEPTANCE OF STUDENT AGREEMENT

#### Agreement accepted by Baxter Institute

Signed: Date: *Principal / Authorised Institute Employee*Name of the authorised Institute employee accepting the Student Written Agreement: eCOE created:  Yes  NoComments: 

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute  
 Ph: (03) 9650 0367 Fax: (03) 9654 1049  
 Level 10, 399 Lonsdale Street Melbourne Victoria 3000 Australia  
 ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030  
 Email: [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au) Website: [www.baxter.vic.edu.au](http://www.baxter.vic.edu.au)

## International Student Written Agreement

If any of your contact details have changed since you lodged your application, please provide the new information below.

### Please Note:

- This form must include your Student ID number
- Please use capital letters and print clearly
- Please sign and date this form before submitting

Student ID Number:       Sex:  Male  Female

Family Name:

Given Name:

Date of Birth:

### NEW ADDRESS FOR CORRESPONDENCE

Building name:  Unit number:  Street number:

Street name:  Suburb:

State/Country:  Post code:

Telephone:  Mobile:

Email:

### NEW EMERGENCY CONTACT DETAILS

Contact Name:

Relationship:  Contact Number:

### Privacy Statement

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2018 to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice 2018. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

Student Signature:

Date:

Parent Signature:

Date:

*(if applicant is under 18 years of age)*

### FOR OFFICE USE

Date of Submission:

Administrator Signature:

Update Data:

Administrator Name:

Sheila Baxter Training Centre Pty Ltd t/a Baxter Institute  
 Ph: (03) 9650 0367 Fax: (03) 9654 1049  
 Level 10, 399 Lonsdale Street Melbourne Victoria 3000 Australia  
 ABN 51 006 374 241 CRICOS Provider No: 02233M RTO: 7030  
 Email: [admissions@baxter.vic.edu.au](mailto:admissions@baxter.vic.edu.au) Website: [www.baxter.vic.edu.au](http://www.baxter.vic.edu.au)

# APPENDICES