

Student Written Agreement 2017

Fee for Service

All sections of this document constitute the written agreement between the student and Baxter Institute. This agreement incorporates compliance under the VET Quality Framework and the jurisdictions determined by the Australian Skills Quality Authority (ASQA).

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/ 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 application.

Course Code	Course title	Course Duration (Weeks)	Description	Tuition Fee calendar year 2017	Tuition Fee calendar year 2018	Tuition Fee calendar year 2019
			Tuition Fee			
			Materials & Equipment*			
			Student administration Fee			
			TOTAL			

* Materials and Equipment Fees are payable at the commencement of the course unless a payment schedule arrangement is offered.

Campus location:

For Orientation all students must report to Level 2, 228 Flinders Street, Melbourne Victoria 3000 Australia on the first day of commencement.

PART B—PAYMENT ARRANGEMENT

Account Name: **Baxter Institute**
 BSB: **633 000**
 Account Number : **141910588**
 Bank Name: **Bendigo Bank**
 Swift Code: **BENDAU 3B**
 Bank address: **Level 7, 34 Queen Street Melbourne VIC 3000**

Tick one box below to indicate payment method

Telegraphic Transfer Credit Card* EFTPOS Cheque (enclosed) 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)

PART C—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
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.
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.

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: domesticstudent@baxter.vic.edu.au Website: www.baxter.vic.edu.au

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PART D—REFUND POLICY AND COURSE MONEY PAYMENT

1. Refund applications must be made by completing Refund Application form FN108 and sending it to the Finance Department of the Institute. The Refund Application Form is available from the Institute/website. Refund application form must be submitted in person, by fax (03) 9654 1049 (attention "Finance Department"), or by email to refunds@baxter.vic.edu.au. 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. Any refunds listed in the table below are minus the non-refundable administration fee of \$100, payable at course commencement. This fee is mandatory and covers all administration required for enrolment.

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 ^{1 2}
Withdrawal notified in writing and received by the Institute less than 20 working days prior to course commencement (student default)	50% refund ^{1 2}
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 ¹
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 ¹

** 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).¹

¹ 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 misbehaviour by the student.

² 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)

2. 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.
3. In the unlikely event that the Institute is unable to deliver your course in full, you will be offered a refund only of the undelivered training hours. The refund will be paid to you within 20 working days from the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the Institute (if eligible). You have the right to choose whether you would prefer a refund of the unspent tuition fees, or to accept a place in another course. You will need to re-enroll into the alternative course.
4. 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.
5. All fees and charges per calendar year must be paid in full prior to course commencement unless a "PAYMENT SCHEDULE AGREEMENT" (PSA) is arranged with the Institute. Payment schedules are not affected by the deferral or suspension of studies.
6. Tuition fees incur when 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 the payment arrangement, the Institute has the right to cancel the payment plan and request full payment for the entire amount owed, also, the Institute's cancellation process will be commenced as this is a breach of the Written Agreement and the Institute's Code of Conduct for students.
7. Students can provide Baxter Institute with valid evidence of concession any time prior or during their enrolment to receive concession fee. Concession fee will apply from the day the evidence of concession is provided to the end of the student's enrolment. If the student provides evidence of concession after the course commencement date, his/her tuition fee will be revised to reflect concession fee for the remaining duration of enrolment and refund will be made if applicable.
8. When a student does not complete his/her courses within the expected duration, the student will be charged for extension to course duration, subject to the hourly rate at the time of enrolment.
9. Students are not allowed to apply to enroll into another course with the Institute until: a) the minimum payment related to tuition fee and material & equipment fee required as per the offer letter has been paid and b) any outstanding debts have been paid.
10. There will be no tuition fee reduction/exemption granted for students who complete a unit of competency/qualification earlier than the proposed end date.

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)

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PART E—OTHER POSSIBLE FEES

Course Application Fee/RPL	\$ 150	Refund processing fee	\$ 300
Re-application Fee	\$ 150	PaperCut Card for printing & copying	\$5 or \$10
RPL per practical unit	\$ 500 plus material fee (subject to course selection)	Charges for late payment	N/A
RPL per theory unit	\$ 250	Re-assessment Fee ¹	\$ 150
Credit Transfer	No charge	Replace ID card	\$ 15
Repeat unit Fee ³	same as at time of enrolment	Replace Certificate	\$ 30
Deferral Fee ²	\$ 200	Logbook replacement	\$ 75
Printing and copy (B&W)	\$0.10/A4 sheet and \$0.20/A3 sheet	Request postage of documents	\$ 20 (within Australia) or over-seas postage is subject to location
Printing and copy (colour)	\$0.50/A4 sheet and \$1.00/A3 sheet		

¹ Students are entitled to 3 assessment attempts for each unit of competency. The 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.

² Subsequent deferrals will incur a deferral fee.

³ 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.

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

PART F—PROGRESS, ASSESSMENT & PLAGIARISM

1. Students are required to follow their training plan, failure to follow their training plan may result in the cancellation of studies at the discretion of the Institute.
2. 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).
3. 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.
4. Students who are in breach of the Student Code of Behaviour risk the cancellation of their enrolments.
5. Students completing English courses 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 to complete their course within the expected duration.
7. Students are permitted a maximum of 3 attempts for assessments. 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 have submitted plagiarized 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 and pay the tuition fee or resubmit the assessment.
9. Students who do not attend the designated date for an assessment without approved leave of absence will be marked 'not yet competent'. Alternative arrangements may be made at the discretion of the institute should the student have compassionate or compelling circumstances for the non attendance on an assessment day.

PART G— CREDENTIALS, COMPLAINTS & APPEAL

1. Students are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation or transfer, prior to completing the qualification, provided all tuition fees incurred have been fully paid.
2. Credentials and official letters will not be issued to students who are in arrears with their tuition fees.
3. Students have access to Baxter Institute's Complaint and Appeals processes. The detailed policy is available from the website
4. 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 'SS119 Request for Documents Form'.
5. This written 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.

ACCEPTANCE OF CONDITIONS IN PART E, F AND G

Applicant Signature:

Printed Name:

Date:

DD / MM / YYYY

Parent Signature:

Printed Name:

Date:

DD / MM / YYYY

(if applicant is under 18 years of age)

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PART H—DEFERRAL, SUSPENSION & CANCELLATION

- Once students commence study at Baxter Institute, they are expected to complete their course within the agreed duration. Under limited circumstances, students may defer their study or have their enrolment suspended or cancelled.
- Students may initiate a request to defer commencement of studies or suspend their studies on grounds of medical, compassionate or compelling, or exceptional circumstances. To defer or suspend their studies, students must complete SS117 Student Leave Application form. To cancel their studies, students must complete SS115 Cancellation form. These forms can be obtained from Baxter Institute’s campuses and website. Completed forms must be submitted no earlier than 10 working days and no later than 5 working days prior deferment/suspension date to the Institute.
- The application for a deferral or suspension of study will be assessed in accordance with Policy P13 Defer, Suspend or Cancel, which can be found on Baxter Institute’s website. Students have to provide documentary 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.
- During the student’s leave of absence, the student’s payment plan will be altered to reflect no cost incurred during the leave period.
- For any deferral/suspension made, it is the student’s responsibility to collect and abide by the revised training plan from the institute.
- Students are subject to a deferral fee of \$200 for all subsequent deferrals granted.
- The Institute may decide to suspend or cancel a student’s enrolment on its own initiation as a response to misbehavior by the student. Student misbehaviour will be deemed to have occurred if the student breaches the requirements of the Student Code of Behaviour as defined in the Student Behaviour policy.
- If the actual course commencement date is later than the date agreed upon enrolment due to student default, the student will not be refunded the tuition fee or have their proposed course end date extended as a result of their default. 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 Institute will initiate a cancellation of the student’s enrolment if he/she fails to commence study within 10 working days of the agreed orientation date.

PART I— 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 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.
- When necessary, Baxter Institute may vary conditions of enrolment in order to comply with any law or regulation of the Commonwealth of Australia or the States.
- Students must notify the Institute of changes of address, telephone number, email address and fax number within 7 days of the change. Failure to do so may mean the student may not receive important information which may affect their course, their enrolment or their funding. Students are responsible for any consequences that may occur due to non-adherence.
- 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.
- Information collected on this form and during the student’s enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme. In other instances, information collected on this form or during the student’s enrolment can be disclosed without his/her consent where authorised or required by law.
- 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.

ACCEPTANCE OF CONDITIONS IN PART H AND I

Applicant Signature:

Printed Name:

Date:

Parent Signature :

Printed Name:

Date:

(if applicant is under 18 years of age)

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PART J— PRIVACY STATEMENT

I understand that:

1. Baxter Institute is required to provide the Victorian Government, through the Department of Education and Early Childhood Development, with student and training activity data which may include information I provide in this enrolment form. Information is required to be provided in accordance with the Victorian VET Student Statistical Collection Guidelines (which are available at <http://www.education.vic.gov.au/training/providers/rto/Pages/datacollection.aspx>). The Department may use the information provided to it for planning, administration, policy development, program evaluation, resource allocation, reporting and/or research activities. For these and other lawful purposes, the Department may also disclose information to its consultants, advisers, other government agencies, professional bodies and/or other organisations. I have been
2. The *Education and Training Reform Act 2006* requires Baxter Institute to collect and disclose my personal information for a number of purposes including the allocation to me of a Victorian Student Number and updating my personal information on the Victorian Student Register.
3. When requested, Baxter Institute may disclose my personal information to the Job Network, my authorised agent and other relevant government authorities.
4. For more information in relation to how student information may be used or disclosed please contact Baxter Institute's Student Support Department on (03)9650 0367 or email info@baxter.vic.edu.au.

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 per calendar year unless given a Payment Schedule Agreement. Should I fail to pay tuition fees due, I may be excluded from class.
2. I understand that continuation in the course is dependent upon satisfactory attendance and academic progress. Failure to meet these conditions will result in the cancellation of my enrolment.
3. 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 enrolment in or completion of the course by me will enable me to obtain any particular employment upon completion of the course.
4. I acknowledge I have received information on the local environment in which I will be studying, including location of teaching site.
5. I understand that this agreement, and the availability of complaints and appeals processes, does not remove my right to take action under Australia's consumer protection laws. (Part H)
6. I confirm that all the information provided in this written agreement is complete and correct. I acknowledge that the provision of incorrect information or the withholding of information relating to my application may result in cancellation of any offer of enrolment/enrolment.
7. I agree that I am bound by the Institute policies and procedures and thereby must follow acceptable codes of behavior, attendance and academic performance and show due concern and respect for other students, support staff as well as my trainers/assessors.
8. 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 Baxter Institute.
9. I have read Baxter Institute's Refund Policy and Tuition Fee payment procedure included in this agreement.
10. I understand the tuition fees listed in Part A. I am fully aware of the hourly rate charged per training hour of my course.
11. 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.
12. I confirm that I will keep abreast of the latest Baxter Institute Policies and Procedures which are regularly updated on the Institute's website.
13. I understand that, depending on my course selection, I may be required to wear a compulsory uniform, which will be provided to me on orientation day.
14. I understand and agree with the student enrolment privacy statement provided.
15. I understand that I must attend the compulsory orientation before the commencement of the course. If I do not attend this session, I will be unable to commence the course.
16. I understand that I must return a signed copy of my training plan to Baxter Institute on orientation day, prior to commencing my course.
17. 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.
18. 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.

By signing below you hereby confirm you have fully read, understood and agreed to the content of this agreement.

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 (Authorised Delegate)

Signed: Date:

Name of the authorised Institute employee accepting the Student Written Agreement:

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