

08 February 2017

Student ID#

Student Name  
Student Address  
Student Suburb Postcode

Dear **Student Name**,

We are pleased to offer you a place as an International student as per the details of the course outlined in the written agreement attached to this document.

### Conditions of Offer

This letter of offer and your acceptance into the course offered is on condition that:

1. Your English level is sufficient to undertake the above course. You must provide verified evidence of an IELTS score of 5.5 or equivalent evidence of English language capability. It will be at the discretion of the Institute as to what is regarded as equivalent evidence to an IELTS score of 5.5. If proof of sufficient English level was provided with your application form then you have already met this requirement.
2. your completed Written Agreement is accepted by the Institute
3. You pay all required fees before the course commencement date.
4. You purchase Overseas Student Health Cover (OSHC) before commencing with the Institute and provide evidence to the Institute that you have the required insurance. You can find out more about purchasing OSHC at the [Department of Health and Aging](http://www.health.gov.au/internet/main/publishing.nsf/Content/Overseas+Student+Health+Cover+FAQ-1) (<http://www.health.gov.au/internet/main/publishing.nsf/Content/Overseas+Student+Health+Cover+FAQ-1>)

Please check the [www.border.gov.au](http://www.border.gov.au) for additional or other requirements to obtain your student visa.

In order for you to complete the enrolment and for the Electronic Confirmation of Enrolment (eCOE) to be issued you must:

1. Read and complete all sections of the Written Agreement which includes information about the Institute refund arrangements
2. Return a completed and signed copy of all sections of the Written Agreement to the Institute by fax, post or email
3. Forward a copy of the 'details page' of your passport to the Institute by fax, post or email
4. Pay the first instalment of the Course Fee to the Institute by bank cheque, credit card or telegraphic transfer
5. Provide evidence that you have purchased Overseas Student health Cover

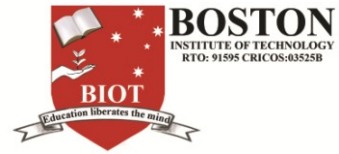
**Note:** fees will not be accepted until the Institute has received and accepted your completed and signed copy of the 'Written Agreement

After your acceptance documents have been received and accepted by the Institute and fees paid, the Institute will create and send your Confirmation of Enrolment (COE) so that you can apply for your student VISA. Please refer to the Student Prospectus on our website for all pre-enrolment information. Please note that overseas health cover (OSHC) is compulsory for students on a student visa. We look forward to welcoming you at our Institute.

Yours sincerely

Dhan Rai Bharua  
CEO  
BIOT

Forking Essential Pty Ltd T/As Boston Institute of Technology(BIOT)  
Ground floor, 642 Nicholson St , Fitzroy North, Vic 3068  
Phone: 1300 736 750, E-mail: [admin@biot.edu.au](mailto:admin@biot.edu.au)



RTO: 91595 CRICOS: 03525B

## Written Agreement

BOSTON INSTITUTE OF TECHNOLOGY (BIOT) A TRADING NAME OF FORKING ESSENTIAL PTY LTD  
CRICOS PROVIDER NUMBER \_\_\_\_\_ NATIONAL PROVIDER CODE 91595  
ALL SECTIONS OF THIS DOCUMENT CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE STUDENT AND BIOT

Student Offer and Written Agreement V1.0 October 2016

Applicants signature ..... Date .....

Forking Essential Pty Ltd T/as Boston Institute of Technology (BIOT) | RTO 91595 | CRICOS XXXX  
642 Nicholson St | Fitzroy North 3068 | Victoria | Australia  
P > 1300 736 750 | E > [admin@biot.edu.au](mailto:admin@biot.edu.au) | W > [www.biot.edu.au](http://www.biot.edu.au)



*If fees are not paid 15 business days after scheduled due date, payment warning letter will be issued.  
If we do not receive the payment within the next 20 business days of the scheduled due date, we are left  
With no alternative but to take further actions and it may result in cancellation of the students CoE.*

**PART B – PAYMENT ARRANGEMENTS**

Please make your payment by bank cheque, credit card or telegraphic transfer  
No obligation is created on Forking Essential Pty Ltd until the Institute has accepted the Written Agreement, funds have  
been cleared by the Institute bank and an official receipt is issued by the Institute.

**Our Bank Details**

Bank name: **Commonwealth Bank** Account Name: **Forking Essential Pty Ltd**  
BSB - 063122 Account number - 10855480

**PART C – INSTITUTE CONTACT DETAILS**

Street Address 642 Nicholson St , Fitzroy North, Vic 3068  
Postal Address 642 Nicholson St , Fitzroy North, Vic 3068  
Phone 1300 736 750  
Email [admin@biot.edu.au](mailto:admin@biot.edu.au) Web [www.biot.edu.au](http://www.biot.edu.au)

Send the completed written agreement to the above address. If paying by international money order send payment to the  
above address

**PART D – ACCEPTANCE PROCEDURE**

Read the offer letter carefully and ensure that you understand all the requirements of the offer and that you meet all conditions  
associated with the offer

1. Read all sections of the Prospectus.
2. Contact BIOT with any questions in relation to any aspect of studying at BIOT and/ or living in Australia.
3. Read and complete all sections of the Written Agreement which includes information about the Institute refund  
arrangements.
4. Return a completed and signed copy of all sections of the Written Agreement to the Institute by fax, post or email
5. Forward a copy of the 'details page' of your passport to the Institute by fax, post or email
6. Pay the "Total payment of course money required for acceptance of the offer" to the Institute by bank cheque, credit card  
or telegraphic transfer
7. Provide any transcripts relating to Recognition of Prior Learning (RPL) or Credit Transfer within 1 week of your chosen  
intake date or you will be inducted as a completely new student.

Note: fees will not be accepted until the Institute has received and accepted a completed and signed copy of the 'Written  
Agreement. After your acceptance documents have been received and accepted by the Institute and fees paid, the Institute  
will send you a copy of your Confirmation of Enrolment (CoE) so that you can apply for your student VISA.

Are you currently living in Australia?  Yes  No

8. If not currently living in Australia what is your expected arrival date? .....

**PART E - REFUNDS**

1. BIOT provides applicants a 7 day cooling off period. This means that if a student accepts an offer of a place and pays BIOT relevant course fees before the course start date, and then changes their mind (for any reason), a full refund of course fees paid to date (minus the \$250 application fee) will be provided. Students must notify BIOT in writing within 7 days of paying BIOT any fees.
2. Refund applications must be made in writing to the Institute. The student refund application form, available from the Institute, must be used as the written application. The Institute will accept requests by phone, mail, fax or email to have the student refund application form sent to them. Refunds will be made within 28 days of receipt of a written application and will include a statement explaining how the refund was calculated.

**Definitions**

Course fees:	Fees paid by the student (or third party) to BIOT for training and assessment services provided by BIOT. Course fees do not include any other fees e.g. materials fees, OSHC, enrolment fee, airport pick up fee etc.
Materials fees:	Fees paid by the student (or third party) to BIOT for course related materials e.g. text books or IT resources.
Application fee:	Fee paid by the student (or third party) to BIOT for the costs of processing a student enrolment application.
Administration Fee:	Fee paid by the student (or third party) to BIOT for the costs of processing a student refund application.

**Refund conditions:**

Visa refused	100% refund of course fees
Student Default: withdraw from the course after fees have been paid but before commencement	100% refund of course fees
Withdrawals notified in writing and received by the Institute on the commencement date or after the study period(term) commences	Refund of unused course fee less an administration fee of \$250. **
Student breach of visa conditions, and suspension or cancellation of enrolment by the Institute	No refund of current study period (term) course fees paid.

**\*\* If a student withdraws and has notified BIOT on the commencement date or after the study period (term) commences BIOT will issue a refund of unused course fees paid to date. Refunds will be calculated as follows:**

Course fee per week x number of weeks unused course the student has paid for at point of withdrawal

**The weekly course fee for the course will be identified by calculating:**

Total course fee divided by number of weeks in the course. E.g. Total course fee \$1,000/ 20 weeks duration = \$50 per week.

**The number of weeks of course that have been paid for but remain unused will be calculated as follows:**

The number of weeks course paid for minus the number of weeks of course completed at point of withdrawal from the course e.g 10 weeks course paid minus 6 weeks course completed = 4 weeks unused course

The amount refunded will be the course fee per week x the number of weeks unused course at point of withdrawal

e.g. Course fee of \$50 per week x 4 weeks unused course = \$200 refund paid to the student.

Any refunded amount will have an administration charge of \$250 deducted and any applicable transaction fees, bank charges and currency exchange fees, if they have been incurred before the day of default. Transaction fees, bank charges and currency exchange rates will be applied at the rate charged to the Institute.

3. In the unlikely event that the Institute is unable to deliver your course in full, you will be offered a refund of all the course fees and materials you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.  
Alternatively, you may be offered enrolment in a suitable alternative course by the Institute at no extra cost to you. You have the right to choose whether you would prefer a full refund of course and materials fees, or to accept a place in another course.  
If you choose placement in another suitable course, we will ask you to sign a document to indicate that you accept the placement. If the Institute is unable to provide a refund or place you in an alternative course our Tuition Protection Service (TPS) provided.

#### **Tuition Protection Service**

The Institute is a member of the Tuition Protection Service (TPS). This means that the fees paid to the Institute are safeguarded if the Institute defaults on delivering the courses you are enrolled in.

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent course fees

In the unlikely event that the Institute is unable to deliver the course you have paid for and does not meet our obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid course fees, the TPS will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.

4. 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 by the student then any fee increases will be required to be paid for the extended component of the course.

There is no obligation on the student or the Institute until the Written Agreement is signed by all parties, funds have been cleared by the Institute bank and an official receipt is issued by the Institute.

#### **PART F – OTHER INFORMATION**

- 1 Students may initiate a request to defer commencement of studies or suspend their studies on the grounds of compassionate or compelling circumstances. Students wishing to defer the commencement of studies or suspend their studies must apply to do so in writing to the Institute. The Institute may decide to suspend or cancel a student's enrolment on its own initiative as a response to misbehaviour by the student. Deferral of commencement, suspension of enrolment and cancellation of enrolment has to be reported to the Department of Immigration and Border Protection (DIBP) and may affect the status of a student visa.
- 2 Students must notify the Institute of changes of address, telephone number, email address and fax number within 7 days of the change. This is required by visa condition 8533. Failure to do this may mean the student may not receive important information which may affect their course, their enrolment or their visa.
- 3 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.
- 4 Students are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation or transfer, prior to completing the qualification, provided the student has paid in full for the course related to the units of competency to be shown on the Statement of Attainment.

Student Offer and Written Agreement V1.0 October 2016

Applicants signature ..... Date .....

On completion of a course credentials will not be issued to students who are in breach of any part of this agreement.

- 5 Letters of release will not be issued to students who are in breach of any part of this agreement.
- 6 Students are entitled to 3 assessment attempts for each assessment task. If the student is unsuccessful after 3 assessment attempts they will be required to repeat the unit and pay the repeat unit fee. More details are in the Student prospectus and the Student Prospectus.

**Note**

Students are encouraged to contact the institute with any questions regarding the following **PRIOR** to completing and submitting this written agreement:

Course information, course demands, fees and refunds, amending your enrolment, transferring to another provider, complaints and appeals, completing your course within expected duration, course progress requirements (including attendance), working and studying in Australia or any other matter impacting your enrolment. Contact the Institute at 1300736750, email : [admin@biot.edu.au](mailto:admin@biot.edu.au)

**Part G - Student declaration and acceptance of the written agreement**

I understand the terms of this written agreement and the refund conditions and confirm that I am over 18 years of age and have been fully advised of the fees, refund conditions and conditions of enrolment and agree to be a student at the Institute.

I understand that information is collected during enrolment in order to meet the Institute obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of student visas and obligations under Australian immigration laws.

I understand that information collected about me during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, to the National VET Regulator the Australian Skills Quality Authority (ASQA) and the National Centre for Vocational Education Research (NCVER) and the Tuition Protection Service (TPS). In other instances information collected during your enrolment can be disclosed without my consent where authorised or required by law.

I confirm that all the information provided in this written agreement is complete and correct. I acknowledge that providing false, misleading or inaccurate information may affect the acceptance of this application and/ or the continued provision of training and assessment services.

I have read and understood the information in the Student prospectus.

I understand how to access BIOT and information as described in the Student prospectus.

I understand that access to my academic records is provided free of charge. (If I have paid all fees relating to the record I wish to access).

I understand my rights when undertaking a course with BIOT including the right to access the Complaints and Appeals Policy. I also understand I have the right to access Australian Consumer Protection Law.

I agree to be bound by the Institute rules and regulations in force from time to time and otherwise to follow acceptable codes of behaviour, course progress, and academic conduct and show a concern for other students.

I agree that all fees and charges required under this agreement must be paid in full prior to course commencement unless a "payment plan" is arranged with the Institute. Student course fees are safeguarded through Tuition Protection Service (TPS) with the ESOS Legislation.

Applicant Signature ..... Date ..... / ..... / .....

**PART H – Agreement accepted by Forking Essential Pty Ltd**

Signed ..... Date.... /... /...  
Training Manager

Name.....  
Name of the authorised Forking Essential Pty Ltd employee accepting this written agreement