

## CONDITIONS OF ENROLMENT

### SECTION 1. RESPONSIBILITY

- 1.1. Students must agree to adhere to the Conditions of Enrolment, which are outlined below.
- 1.2. Students are responsible to keep a copy of this agreement in full and receipts of any payments they make.
- 1.3. Students are responsible to read and understand the current Student Handbook, Policies and Procedures. <https://www.top.edu.au>
- 1.4. Students must attend all classes when timetabled, unless there is a legitimate reason, e.g., illness, in which case a doctor's certificate must be presented.
- 1.5. Students on international student visas MUST abide by the conditions of their visa at all times. For current details of student visa conditions please visit the Department of Home Affairs website: <http://www.homeaffairs.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students> or call 131 881.

### SECTION 2. TUITION FEES

- 2.1. Payments must be made in Australian currency payable to IMC.
- 2.2. The schedule of fees is correct as of 1st January 2020. IMC reserves the right to vary fees at any time and will advise students of any material changes that may affect them in accordance with IMC's Fees and Charges Policy <https://www.top.edu.au/about-us/policy-register>
- 2.3. The first instalment of the tuition fee is for one semester's tuition fee, plus the Overseas Students Health Cover fee (if applicable).
- 2.4. In compliance with the ESOS legislation and Tuition Protection Service (TPS) Policy, IMC will only request up to 50% of each course's Tuition Fees (or the full amount if the course is under 25 teaching weeks in duration) prior to the course commencement.
- 2.5. Students can however choose to pay full fees or more than 50% if they wish. For further information please contact us.
- 2.6. After commencement, IMC or its agents can request the remaining tuition fees as per the agreed payment plan on the written agreement/invoice.
- 2.7. There is no reduction of tuition fees if students complete the course in a shorter period than the length of the COE.
- 2.8. Students will not be allowed to commence studies until all applicable fees have been paid.

### SECTION 3. NON-TUITION FEES

The following fees may be incurred during the study period.

Re-sit exam:	\$400 per unit
Student card replacement:	\$15
Testamur replacement:	\$50
Late payment fee for current students:	\$100 plus \$5 for each business day from the due date indicated
Credit card surcharge:	1% on payments made using a credit card
Library fines:	\$1 per day per item from the first day an item becomes overdue; capped at the value of the latest recommended retail price of the book
Replacement for lost/damaged books:	The latest recommended retail price of the item plus a library item replacement fee of \$50
Purchase of Books and Materials	Varies across each unit of study. Students are responsible for associated study expenses including, stationary and other personal expenses.

### SECTION 4. STUDENT VISA APPLICATION

For details on how to apply for a Student Visa contact your nearest Australian visa processing office and/or obtain information at Australia's Department of Home Affairs website.

For comprehensive information on studying in Australia visit the Australian Government website: <http://www.studyinaustralia.gov.au/>

## SECTION 5. OVERSEAS STUDENT HEALTH COVER

Australia requires students to have compulsory health cover. Students are required to have Overseas Health Cover (OSHC) for the **entire duration** of student visa in Australia. Note: Norwegian, Belgian and Swedish students may not require additional cover.

Students will be asked for OSHC details when applying for their student visa.

Should you extend your period of study in Australia you will need to maintain your OSHC and advise IMC of your new expiry date.

For information on renewing your OSHC you should contact our Admission office.

**PLEASE NOTE:** Your OSHC payment must be made before you arrive in Australia. See the following websites for more detailed information about OSHC:

1. <http://www.studyinaustralia.gov.au/global/apply-to-study/entry-requirements/entry-requirements>

## SECTION 6. CANCELLATION AND REFUND

If TOP is unable to provide the academic program offered then TOP will either arrange for the student to be offered a place in an alternate course at TOP's expense or be provided a full refund at the students election as set out in this policy below.

### 6.1. Provider default by TOP

If TOP defaults it will either:

- (a) arrange for the student to be offered a place in an alternate course at TOP's expense; or
- (b) pay a refund as provided in this clause.

The student may elect whether to accept the offer of an alternative place, or to obtain a refund.

Applications are not required for refunds under this clause, which will be paid within 10 working days of the agreed starting date or the date on which the course ceases to be provided.

Note: see section 46D of the *Educational Services for Overseas Students Act 2000 (Cth)*.

#### Full tuition fee refunds are payable if:

- IMC is unable to provide the academic program offered (tuition and all other compulsory fees will be refunded in this circumstance) and the student does not wish to undertake an alternate course at TOP's expense.
- The offer of enrolment is withdrawn by IMC for reasons other than incorrect or incomplete information supplied by the student at the time of enrolment and the student does not wish to undertake an alternate course at TOP's expense.
- An Australian visa application is refused before commencement of the course. Refund of all fees minus the lesser of administrative charge of 5% of one semester tuition fees, or \$500. Students must supply evidence of their visa refusal to IMC.
- Approval of an Australian student visa is delayed for reasons beyond the student's control resulting in the student being unable to commence the program in which they have accepted an offer of a place. Refund of all fees minus the lesser of administrative charge of 5% of one semester tuition fees, or \$500. Students must provide evidence that their visa has been delayed for reasons beyond their control.

If IMC is unable to provide a refund, or place the student in an alternative course, then, under 3, the Tuition Protection Services, TPS Director will provide the student with options for suitable alternative courses (if any such courses are available). IMC will notify, in writing, the Secretary and the TPS Director of the default within 3 business days of the default occurring. IMC will also notify, in writing, the students to whom the default has affected.

#### 6.2. Partial tuition fee refunds are payable if:

Partial tuition fee refunds are payable in the following manner: the following %s are all based on the fees of 4 subjects in one semester/trimester no matter how many subjects enrolled or based on one semester tuition fee if student applied for Non Award program.

<b>100%</b>	When the student decides and gives a written notice of not to enrol at least five (5) days prior to the commencement of the course.
<b>50%</b>	When the student decides and gives a written notice of not to enrol less than five (5) days prior to the commencement of the course,.
<b>30%</b>	The student has provided fraudulent information to TOP including any of: <ul style="list-style-type: none"><li>• making a material misrepresentation, or another person doing so on the applicant's behalf, in applying for admission to a course;</li><li>• failing to disclose to TOP a fact or circumstance material to TOP's decision to admit an applicant;</li><li>• obtaining admission on the basis of a degree, diploma or certificate obtained wholly or partly by fraud, academic misconduct or other dishonesty;</li></ul> with the result that TOP withdraws an offer of a place or terminates a student's enrolment.

### 6.3. No tuition refund is payable if:

- After commencement date, the student withdraws before completing the program. In this case the student is liable to pay the full tuition fee and any expenses, costs or disbursements incurred in recovering the tuition fees.
- Student has funds in their account and is not completing their studies in the current study period will not be eligible for a refund unless special consideration is requested by the student and agreed by IMC. Unused funds will be transferred to subsequent study periods tuitions as credit. This includes credit from:
  - i. Overpayment in any study period, and
  - ii. Withdrawal before the relevant commencement date from one or more units after payment has already been made
- The terms and conditions of the contract between the student and IMC are breached.
- The student's enrolment is cancelled by IMC after commencement date.

### 6.4. Deferral of Studies

Where a student, after accepting an offer of a place, gives written notice, any time prior to the commencement date of their intention to defer their place in the course to the next available intake, all tuition fees will be transferred to the next available intake. The next available intake may be the following semester or following year. A place may be deferred for up to 12 months. If after deferring a student gives written notice that they do not intend to take their deferred place, a refund will be processed in accordance with the timeframes and circumstances relevant to the original deferral.

### 6.5 Refunds related to International Students who obtain Permanent Residency

An international student who is granted Permanent Residence status in Australia is eligible to pay Domestic Student fees. Permanent Resident status is recognised from the date dated on the student's visa grant letter, not the date on which the application for status is made. A student must show proof of their Permanent Residence status before the commencement date in each semester in order to be eligible to pay domestic fees. If the student has already paid the tuition fees applying to international students for the semester, the difference in fees will be credited back to the student account for future use.

If the student has obtained residency after the commencement date in the semester the student must pay the international student fees and will be classified as an international student for the remainder of the semester.

### 6.6. Refunds in Exceptional Circumstances:

Where a student or their representative gives written notice prior to the commencement date that he/she is withdrawing from a course due to exceptional circumstances being:

- a) Illness/disability; or
- b) Death of the student or close family member (parent, sibling, spouse, child) excluding pets, step siblings and first/second cousins; or
- c) A political, civil or natural event which prevents full payment of fees or the students' attendance.

IMC as applicable may in its sole discretion grant a total or partial refund of tuition fees subject to the provision of documentary evidence in support of the application.

The following fees are non-refundable prior to the commencement of the course:

- Enrolment fee;
- Deposit paid for package COE unless an Australian visa application is refused.

The following fees are non-refundable after the commencement of the course:

- Overseas Student Health Cover (OSHC) fee;
- Fees charged for administrative services (for example, late fees, and re-prints of transcripts).

## SECTION 7. TRANSFER TO OTHER INSTITUTIONS

(Refer to the full Transfer between Registered Providers Policy and Procedure Policy: <https://www.top.edu.au/about-us/policy-register>)

**7.1.** A student seeking to leave IMC within 6 months of commencing their principal course needs a release permission from IMC in order to enrol at another registered education provider. To apply for the release permission, the student must make a written request to transfer to another provider using the 'WITHDRAWAL OF COURSE/UNITS' form.

**7.2.** IMC will grant a transfer request if:

- the international student, even after assistance via IMC's intervention strategies, they are unable to achieve satisfactory course progress; or
- the current course does not meet the student's expectation. The student must include evidence of how the new course with other registered providers is academically suitable; or
- there are compassionate or compelling circumstances; including but not limited to:
  - serious illness or injury to prevent students from their continuing enrolment;
  - bereavement of close family members such as parents or grandparents. A death certificate should be provided;
  - major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies (these cases should be supported by press reports of natural disasters); or
  - a traumatic experience which could include:
    - involvement in, or witnessing of a serious accident; or
    - witnessing or being the victim of a serious crime, and this has impacted the student (these cases should be supported by police or psychologists' reports)
- where IMC is unable to deliver the course as originally outlined; or
- inability to continue studying on the course due to a refusal of student visa.

**7.3.** The student must attach all required supporting material to the Withdrawal of Course/Units form including a written offer from the registered provider of the course to which they wish to transfer, confirming that a valid enrolment offer has been made. The student must also attach a personal statement as to why they wish to transfer.

**7.4.** Once these documents are received by IMC, both the Admission Office and Finance Office will assess the transfer request.

- 7.5. If the conditions outlined above are satisfied, the release permission will be granted at no charge to the student. The student will also be advised of the need to contact the Department of Home Affairs to seek advice on whether a new student visa is required.
- 7.6. IMC will record the student's date of termination of studies and reason for release through PRISMS.
- 7.7. IMC has the right to refuse the release request under reasonable grounds, including but not limited to:
- Where IMC's academic administration forms the view that the student is trying to avoid being reported to Department of Home Affairs for failure to meet IMC's academic progress or academic integrity requirements;
  - Where the student has an outstanding debt to IMC;
  - Where students have not been fully aware of their study issues and require support services that the receiving provider will be unable to provide.
  - Circumstances where the release request is due to IMC's courses not meeting student expectations or requirements. In this case the student must provide clear evidence and have formally met with IMC's Student Services.
- 7.8. If any of the conditions are unclear, the student will be referred to the Student Services Department where an interview will be conducted in order to gain further understanding of the circumstances.
- 7.9. The Student Services Manager will make a recommendation to the Admissions Team if he/she believes the request should be refused or permitted.
- 7.10. The Admissions Team will inform the student in writing of the outcome. If it is a negative outcome, it must include reasons and indicate that the student may access the student appeal process as detailed in the *Student Complaints and Appeals Policy and Procedure*. If the student wishes to appeal this decision they must lodge an appeal within 20 working days of the notification as per the *Student Complaints and Appeals Policy and Procedure*.
- 7.11. In usual circumstances the above assessment procedure should not take more than ten (10) working days once the student has provided the necessary documentation.
- 7.12. All requests, considerations, decisions and PRISMS record will be placed on the student's file.

## SECTION 8. COMPLAINTS AND APPEALS

### 8.1. Making an Informal Complaint

**8.1.1 Informal discussion** is the preferred option for resolving grievances. Students are encouraged to resolve issues informally in the first instance by directly approaching the person or persons concerned. If the student feels unable or uncomfortable about doing so they should contact the Student Support Officer (or delegate).

The Student Support Officer should gather relevant information and communicate so as to facilitate an informal resolution. Students are also encouraged to disclose any underlying personal or other issues that may have contributed to, or exacerbated, the problem or concern. This will help the investigating officer to approach the student's problem or concern in a more holistic way, including referral to other forms of support and assistance. Students who are not satisfied with an informal resolution of their grievance may make a Formal Complaint.

**8.1.2 Formal complaint** resolution mechanisms are available. Students must lodge a formal complaint form to [complaints@top.edu.au](mailto:complaints@top.edu.au), which will refer the matter to the Student Grievance Committee. The Student Support Officer (or delegate) will provide support, assistance and advice. Information regarding the conditions and strategies for lodging a formal grievance, along with the processes involved in the consideration of the grievance and follow-up actions is provided below.

**8.1.3 External Mediation/Dispute Resolution** may be accessed by the student. If, after all aspects of IMC's internal grievance procedures are exhausted, and the student feels the matter is still unresolved they may engage in External Mediation/Dispute Resolution.

### 8.2. Lodgment of a Formal Complaint

When informal discussion avenues outlined above have been unsuccessful in resolving a grievance and the student seeks a formal resolution (or, in the circumstances described above, if a student chooses to make a formal complaint without engaging in informal resolution), the student must complete the Formal Complaint Form and email it to [complaints@top.edu.au](mailto:complaints@top.edu.au).

Instructions on the requirements for lodging a formal complaint (including an appeal) and the relevant forms are available from Student Services and the Student Support Officer. Formal complaints should be submitted to [complaints@top.edu.au](mailto:complaints@top.edu.au) within 30 working days of the decision or action that was the cause of the grievance. The lodgment of a formal complaint will be recorded on IMC's Complaints and Appeals Register and the process managed by the IMC Student Grievance Committee from this point. The student will receive written confirmation within 48 hours that their written complaint has been received.

Students have the right to withdraw a complaint at any time during the investigation process. A withdrawal must be requested in writing and the investigation will cease immediately upon receipt of the withdrawal.

Students have the right to pursue an avenue of external resolution prior to the completion of IMC's internal grievance resolution process. Avenues of external resolution are listed below and further advice is available from Student Services and the Student Support Officer. It should be noted, however, that external resolution services may require that all possible internal resolution mechanisms have been utilised before providing their service. When external resolution is being accessed by a student, all internal processes will cease.

### 8.3. Student Grievance Committee

IMC's Student Grievance Committee (SGC) is responsible for investigating and determining all formal student grievances. The Committee consists of the Chair of the SGC, at least one student representative and at least one staff representative (management and/or academic staff, as appropriate). The SGC Chair is appointed by and reports to the Chair of Academic Board on all academic matters. In non-academic matters, the SGC Chair reports to the Chair of Council. In consultation with the SGC Chair, the Chair of Academic Board or the Chair of Council, as the case may be, appoints other members of the SGC.

The SGC will conduct all investigations according to principles of procedural fairness including:

- The investigation and decision-making procedures will be conducted fairly and without bias. SGC members are required to disclose any conflict of interest and the conflict must be managed appropriately by the SGC Chair.

- Students can expect to be treated with courtesy and without fear of victimisation or prejudicial treatment. All parties involved in the grievance will be given an opportunity to present their case.

The SGC may dismiss a grievance without any or a complete investigation if the student does not provide sufficient evidence to justify further consideration of the matter. The student will be advised in writing of this outcome with supporting reasons.

#### 8.4. Investigation process

In considering a grievance, the SGC will follow processes that are likely, in its opinion, to result in a resolution of the grievance.

- An investigation will generally require a meeting with the student. The SGC will advise Student Services to organise a face to face meeting, where possible, or a phone meeting within 10 working days from the submission of the formal complaint form. Students are encouraged to bring a support person with them to the meeting, or be present during the phone meeting if they wish. At the discretion of the SGC Chair, the support person may participate in the discussion. The purpose of the support person is to be a neutral witness to discussion. The support person may be a student, a member of a student representative body, a staff member not connected with the matter, family member or other person. When the support person is a legal representative or currently practicing solicitor or barrister, SGC should be informed no later than five (5) working days prior to the meeting.
- The grievance investigation may also involve speaking to relevant staff or students, accessing the student file and/or speaking to external parties. The student will be advised should the SGC consider it necessary to involve external parties in the investigation and confidentiality will be respected.
- All formal grievance or complaints will be dealt with in a constructive and timely manner, usually within ten (10) working days. Where more than 30 calendar days are required to process a complaint or appeal, the student is advised in writing of the reasons and the parties regularly updated in writing.
- Once the investigation has been conducted and a determination made by the SGC, the student will receive a written response. The response will include a full explanation of decisions and reasons for decisions as well as all actions taken as part of the process. Students will also be provided with advice regarding external avenues of appeal. The written response should be provided within five (5) working days of the decision being made and any implementation required following the decision. Appropriate staff responsible for the implementation will also be notified.
- Where the outcome of the grievance resolution process results in a decision that supports the student, IMC will immediately implement any decision and/or corrective and preventative action required and advise the student of the outcome.
- Written records will be kept of all processes of the investigation. Records will be treated as confidential and will be covered by the IMC *Privacy Policy*. Records of the investigation procedures and their outcomes must be maintained for a period of at least 5 years.

#### 8.5. External Mediation/Dispute Resolution

If, after all aspects of IMC's internal grievance procedure are exhausted, the student feels the matter remains unresolved, the student may access external mediation. Student Services and the Student Support Officer will provide clear information on external mediation and dispute resolution options.

If a student is not satisfied and considers their complaint is relevant to IMC's non-compliance with the TEQSA Threshold Standards they may contact TEQSA see:

<http://www.teqsa.gov.au/complaints>

#### 8.6. External Mediation and Dispute Resolution Information

An international student may lodge an external appeal or complaint about the decision to the Overseas Student Ombudsman. The Overseas Student Ombudsman offers free and independent advice to international students who may have a complaint about their private education or training provider. The student will be referred to:

Overseas Student Ombudsman

GPO Box 442 Canberra ACT 2601

Phone: 1300 362 072

[www.oso.gov.au](http://www.oso.gov.au)

#### SECTION 9. SCHOOL AGE DEPENDANTS

Australian immigration policy requires that international students with school age dependents accompanying them to Australia will also be required to pay full fees if they are enrolled in either a government or non-government school.

#### SECTION 10. CURRENT CONTACT DETAILS

IMC formally requires that students advise their current residential address, contact details (including mobile, landline phone and email address) next of kin and emergency contact details and phone numbers at all times. **Students must advise IMC in writing no later than 7 calendar days of any changes to these details.**

#### SECTION 11. PRIVACY

IMC collects information from this form and during student enrolment in order to meet its obligations under the ESOS framework including: the ESOS Act 2000 as amended 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 for Providers of Education and Training to Overseas Students 2018 as amended.

Information collected about students on this form and during their enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme (TPS) and Tuition Protection Scheme Administrators. In other instances, information collected on this form or during enrolment can be disclosed without consent where authorised or required by law. Information provided will be in accordance with the Privacy Act of 1988.

A description of the ESOS framework that Australian Education providers must abide by is available electronically from Department of Education and Training Website - refer to the link below for further information:

1. <https://internationaleducation.gov.au/Regulatory-Information/Pages/Information-for-Students.aspx>
2. <http://www.australia.gov.au/information-and-services/education-and-training/international-students>
3. <http://www.studyinaustralia.gov.au/global/live-in-australia/support-services/support-services-for-students>

## Appendix A

### COURSE PREREQUISITE

Australian Bachelor Degree or equivalent

### ENGLISH LANGUAGE ENTRY REQUIREMENT

- IELTS Academic of 6.5 overall with minimum 6.0 in each band, or equivalent
- IMC nominated English Provider (ELICOS) English for Academic Purposes at advanced level

IELTS Band	TOEFL Score	PTE A Score
6.5	79-93	58-64

IELTS W/ R/L/S	TOEFL Writing	TOEFL Reading	TOEFL Listening	TOEFL Speaking	PTE A Score W/ R/L/S
5.5	18-20	8-12	7-11	16-17	42-49
6	21-23	13-18	12-19	18-19	50-57
6.5	24-26	19-23	20-23	20-22	58-64

### TEACHING METHODS

The method of teaching is principally by face-to-face classes held on campus consisting of lectures, seminars, tutorials, workshops and active learning sessions. Classroom based teaching is supported by an online system that includes learning resources and discussion forums. Teaching in capstone units includes work-related activities designed to engage students with industries relevant to their studies. Academic staff are supported by guest lecturers from industry in some units.

### ASSESSMENT METHODS

Assessment methods are designed to encourage learning, provide feedback and measure achievement of unit learning outcomes. Forms of assessment vary among units and include research reports, projects, essays, group work, presentations, problem solving and case studies as well as tests, quizzes and examinations. Students may be required to complete assessment tasks alone or in groups to encourage development of generic skills. Assessments generally require a written submission but may include an oral presentation. In capstone units, assessments may include industry engagement and an extensive report.

## Appendix B

### FEE PAYMENT GUIDE

Please find the following payment methods to accept your offer of enrolment at IMC.

#### 1. Credit Card

Visa or MasterCard are accepted	
I hereby give permission to Top Education Group Ltd to debit my credit card for a total fee of:	A\$
Type of Card:	MasterCard Visa UnionPay
Card Number	/ / / /
Expiry Date	/ / Cardholder's name (Print):
<b>Please note that a 1% credit card surcharge will apply to all credit card transactions (including if you select the 'credit' option when paying by debit card).</b>	
Signature:	Date: / /

#### 2. Bank Cheque

Made payable to Top Education Group Ltd  
By post or delivered in person to: Top Education Group Ltd  
Suite 1, 1 Central Avenue, Eveleigh NSW 2015, AUSTRALIA

**3. Direct Deposit or T/T to:** Please put your **student number** under description. Please send your payment receipt to [fees@top.edu.au](mailto:fees@top.edu.au).

**Account name:** Top Education Group Ltd  
**BSB:** 012 336  
**Account number:** 8363 59582  
**Swift Code:** ANZBAU3M  
**Bank's name:** ANZ  
**Address:** PACIFIC SQUARE  
SHOP 2, 707-745 ANZAC PDE  
MAROUBRA JUNCTION 2035

**4. Internet transfer:** Please put your **student number** under description. Please send your payment receipt to [fees@top.edu.au](mailto:fees@top.edu.au).

**Bank:** ANZ  
**Account Name:** Top Education  
**Institute BSB:** 012 336  
**Account number:** 8363 59582

## 5. Alipay & WeChat Pay



Scan the QR code on WeChat & Alipay platform  
and follow the instruction to make the tuition payment.

***Please note:***

*Note: 1.5% service fee surcharge applied;*

*Please put your **full name & student number** under description;*

*Please send your payment receipt to [fees@top.edu.au](mailto:fees@top.edu.au).*

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