Terms and conditions of your offer

RMIT’s offer to you (‘RMIT’s offer’) and your admission to RMIT is subject to the terms and conditions set out in this document. Please read this document carefully before you accept the RMIT offer. The RMIT offer must be accepted in the manner set out in Section 3.1 of this document and by the date set out at Sections 1.1 and 2 of this document, otherwise it will lapse.

Please note that in this section:

- “RMIT University” refers to RMIT University, CRICOS Provider Code 00122A
- “REW” refers to RMIT English Worldwide (REW). Registered as RMIT Training Pty Ltd, CRICOS Provider Code 01912G
- “RMIT” refers to both RMIT University and REW.

1. General terms and conditions

1.1 RMIT’s Offer

a. RMIT’s offer is subject to the availability of places in the program. As places are limited, it is in your interest to accept as early as possible. RMIT cannot guarantee you a place in the program until you accept RMIT’s offer and this is acknowledged by RMIT.

b. An RMIT offer for a Master by Research or Doctor of Philosophy program is valid for six months from the date of issue by RMIT regardless of intake offered.

c. If you have received an RMIT offer into English, Foundation, TAFE (VET), undergraduate or postgraduate coursework programs, the RMIT offer is valid until it is either:

i. withdrawn by RMIT,

ii. there are no more places in the program, or

iii. no longer possible to enrol into the offered RMIT program whichever occurs first.

d. If before you accept the RMIT offer, you want to change the details of your application relating to the intake or program, you must lodge a new application. RMIT will then assess your request. The lodgment of a new application will require payment of the application fee, unless otherwise stated.

e. If after you accept the RMIT offer you want to change the details of the program and/or intake, you must send your request in writing to the relevant regional team. Your request will be assessed and if you are eligible, your acceptance will be automatically transferred to your new program.

f. With the exception of the circumstances outlined in (e), 2.3 and 2.4, RMIT will require you to complete a new application and pay the requisite fee if you seek changes to the program/intake applied for.

g. Exemptions granted by RMIT as part of the RMIT offer are indicative only and not absolute. Exemptions are finalised and approved on the relevant credit application form at the time of enrolment and are subject to verification of application documents supplied by you. No further exemptions or credit will be considered after the acceptance of the RMIT offer unless you can provide new information to RMIT at the time of enrolment that supports your claim for more exemptions/credit.

1.2 Conditional Offer

The RMIT offer may be conditional upon you providing RMIT with certified copies or originals of the documents that evidence your completion of the prerequisite qualifications or other matters detailed in the letter of offer (‘conditional offer’). You must satisfy the conditions prior to the last day of enrolment in your program. If you do so, this amounts to acceptance by you of the RMIT offer.

If you do not satisfy the conditions prior to the last day of enrolment, the RMIT offer will lapse and you will be unable to accept the offer and enrol into the program.

1.3 ESOS obligations

The Education Services for Overseas Students Act 2000 (the ‘ESOS Act’) and associated regulations and guidelines sets out the legal framework for the delivery of education to overseas students studying in Australia on a student visa. RMIT University and REW have obligations under the ESOS Act as registered providers of education to international students.

1.4 Residency status and Visa Obligations

a. An RMIT offer made under these terms and conditions will not apply and will be invalid if you are

i. a citizen of Australia,
b. If you are a current Australian Year 12 student and receive Australian permanent residency before VTAC applications close, you must follow the instructions in the VTAC guide to ensure that your applications can be amended so that you can be considered with other Australian Resident citizens, permanent residents of Australia, and New Zealand citizens for an RMIT program offer.

c. If you are not a current Australian Year 12 student and you receive Australian permanent residency or New Zealand citizenship before the offered program commencement date, RMIT will use reasonable endeavours to provide you with a domestic full-fee place in your program. You must lodge a domestic program application and provide a copy of this offer to receive your domestic offer.

d. If you receive Australian permanent residency or New Zealand citizenship during your enrolment at RMIT, you must inform RMIT in writing of the change in your residency status.

e. As an international student, you are responsible for applying, obtaining and ensuring that you comply with Australia’s visa requirements for student or temporary visa holders.

1.5 Personal Information and Privacy

a. RMIT collects, uses and destroys your information in accordance with its Privacy Policy (refer www.rmit.edu.au/privacy). RMIT collects information about you at application, acceptance and during enrolment to meet legal obligations, and to assist with your compliance with the conditions of your visa and Australian immigration laws generally. This means that information you have provided to RMIT may be made available to the Australian government, State agencies and other designated authorities under the ESOS Regulations 2001, and the National Code. In certain circumstances, information about you can be disclosed without your consent where authorised or required by law.

b. You consent to RMIT releasing information about your application, acceptance and enrolment to your authorised agent and/or personal representative.

c. You authorise RMIT to obtain information from any tertiary institution previously or currently attended by you.

d. If you are sponsored by a government body or private organisation, you consent to RMIT releasing information about your application, acceptance and enrolment to your sponsor.

e. You authorise RMIT to check your visa status using the Department of Immigration and Citizenship (DIAC) Visa Electronic Verification Online (VEVO) system.

2. Refusal, withdrawal and lapse

2.1 RMIT University may refuse to admit an applicant on grounds specified in the RMIT Selection and Admissions policy.

2.2 RMIT University may in its absolute discretion withdraw the RMIT offer to you and/or cancel your enrolment in circumstances where RMIT relied on incomplete, false or incorrect information or documents supplied by you. RMIT shall be entitled to inform other organisations, (including government agencies) of this misrepresentation, which may result in the cancellation of your student visa and other actions.

2.3 RMIT can before you accept the RMIT offer, cancel (or discontinue) a program. If the offer has been cancelled, RMIT will notify you in writing. RMIT may at its discretion, offer you a place in an alternate RMIT program of similar cost and duration.

2.4 If RMIT cancels a program after you accepted the RMIT offer, RMIT will use reasonable endeavours to offer you a place in an alternate RMIT program of similar cost and duration. If this is not possible, RMIT will provide a full refund of all prepaid deposits for the cancelled program and, if applicable, a release letter (transfer of provider letter).

2.5 If RMIT is unable to enrol you into the program and intake that you accepted, RMIT will provide a full refund of all prepaid deposits for the cancelled program and, if applicable, a release letter (transfer of provider letter).

2.6 RMIT may in its absolute discretion refuse to admit any applicant, student or cohorts of students if such admission results in non-compliance by RMIT of any applicable law.

2.7 RMIT may in its absolute discretion close a program. Program closures occur when the program is full or if RMIT is unable to enrol further students in the program for any reason whatsoever.

3. Acceptance of Offer, Fees, Related Costs and Payment

3.1 Acceptance of RMIT Offer

a. The RMIT offer letter contains information on the monetary sum (the ‘deposit’) which you must pay to RMIT in order to accept the offer.

The deposit is a portion of the total fees payable by you for the semester. To accept your offer and secure your place in the program/s, you must complete Parts 3 and 4 of your Admissions Packet and pay the deposit by the date specified on the RMIT offer (if applicable). If you omit to pay the deposit, RMIT may regard this as a failure to accept the RMIT offer. In this situation, RMIT will reiterate the RMIT offer, and in order to accept, you must again undertake the acceptance process and pay the deposit.

ii. a permanent resident of Australia, or

iii. a citizen of New Zealand.

If you are not a current Australian Year 12 student and receive Australian permanent residency before VTAC applications close, you must follow the instructions in the VTAC guide to ensure that your applications can be amended so that you can be considered with other Australian Resident citizens, permanent residents of Australia, and New Zealand citizens for an RMIT program offer.

If you are not a current Australian Year 12 student and you receive Australian permanent residency or New Zealand citizenship before the offered program commencement date, RMIT will use reasonable endeavours to provide you with a domestic full-fee place in your program. You must lodge a domestic program application and provide a copy of this offer to receive your domestic offer.

If you receive Australian permanent residency or New Zealand citizenship during your enrolment at RMIT, you must inform RMIT in writing of the change in your residency status.

As an international student, you are responsible for applying, obtaining and ensuring that you comply with Australia’s visa requirements for student or temporary visa holders.

1.5 Personal Information and Privacy

a. RMIT collects, uses and destroys your information in accordance with its Privacy Policy (refer www.rmit.edu.au/privacy). RMIT collects information about you at application, acceptance and during enrolment to meet legal obligations, and to assist with your compliance with the conditions of your visa and Australian immigration laws generally. This means that information you have provided to RMIT may be made available to the Australian government, State agencies and other designated authorities under the ESOS Regulations 2001, and the National Code. In certain circumstances, information about you can be disclosed without your consent where authorised or required by law.

b. You consent to RMIT releasing information about your application, acceptance and enrolment to your authorised agent and/or personal representative.

c. You authorise RMIT to obtain information from any tertiary institution previously or currently attended by you.

d. If you are sponsored by a government body or private organisation, you consent to RMIT releasing information about your application, acceptance and enrolment to your sponsor.

e. You authorise RMIT to check your visa status using the Department of Immigration and Citizenship (DIAC) Visa Electronic Verification Online (VEVO) system.

f. You authorise RMIT to disclose your personal details to third party organisations who act on behalf of RMIT to provide additional services to you at your request, including but not limited to confirming airport pickups and booking temporary accommodation.

2. Refusal, withdrawal and lapse

2.1 RMIT University may refuse to admit an applicant on grounds specified in the RMIT Selection and Admissions policy.

2.2 RMIT University may in its absolute discretion withdraw the RMIT offer to you and/or cancel your enrolment in circumstances where RMIT relied on incomplete, false or incorrect information or documents supplied by you. RMIT shall be entitled to inform other organisations, (including government agencies) of this misrepresentation, which may result in the cancellation of your student visa and other actions.

2.3 RMIT can before you accept the RMIT offer, cancel (or discontinue) a program. If the offer has been cancelled, RMIT will notify you in writing. RMIT may at its discretion, offer you a place in an alternate RMIT program of similar cost and duration.

2.4 If RMIT cancels a program after you accepted the RMIT offer, RMIT will use reasonable endeavours to offer you a place in an alternate RMIT program of similar cost and duration. If this is not possible, RMIT will provide a full refund of all prepaid deposits for the cancelled program and, if applicable, a release letter (transfer of provider letter).

2.5 If RMIT is unable to enrol you into the program and intake that you accepted, RMIT will provide a full refund of all prepaid deposits for the cancelled program and, if applicable, a release letter (transfer of provider letter).

2.6 RMIT may in its absolute discretion refuse to admit any applicant, student or cohorts of students if such admission results in non-compliance by RMIT of any applicable law.

2.7 RMIT may in its absolute discretion close a program. Program closures occur when the program is full or if RMIT is unable to enrol further students in the program for any reason whatsoever.

3. Acceptance of Offer, Fees, Related Costs and Payment

3.1 Acceptance of RMIT Offer

a. The RMIT offer letter contains information on the monetary sum (the ‘deposit’) which you must pay to RMIT in order to accept the offer.

The deposit is a portion of the total fees payable by you for the semester. To accept your offer and secure your place in the program/s, you must complete Parts 3 and 4 of your Admissions Packet and pay the deposit by the date specified on the RMIT offer (if applicable). If you omit to pay the deposit, RMIT may regard this as a failure to accept the RMIT offer. In this situation, RMIT will reiterate the RMIT offer, and in order to accept, you must again undertake the acceptance process and pay the deposit.
b. For RMIT University programs, the deposit may not be the full fee required of you at enrolment. After your arrival at RMIT and following your enrolment in the program, RMIT University will send an invoice to you at your registered Australian mailing address for your first semester showing the program fees owing (if any) based on your enrolment. The amount owing will be less the deposit paid at acceptance.

3.2 Fee calculation

The program tuition and other fees quoted by RMIT in this offer are indicative only and subject to change on an annual basis. Quoted fees are an estimate based on standard full time loads for the offered program. The actual fee payable by you will be based on your enrolled load in a given year for the program and plan. The total tuition fees payable will increase if courses need to be repeated or additional courses beyond the minimum required for your program are undertaken.

3.3 Annual Fee Changes

The actual program fee you pay is subject to change on an annual basis. Program tuition fees are annually adjusted to take into account increases in University and program delivery costs. Changes to tuition fees will be applied at the beginning of each calendar year. RMIT may increase the fees by an amount that will not exceed 7.5% each year (subject to rounding). For Higher education fees, tuition fees are rounded up to the nearest $10.00 per credit point increment, and so the actual fee increase may exceed 7.5%. Similarly, for VET or TAFE students, the program annual fees are rounded to the nearest $250, and so the actual fee increase may exceed 7.5%. The correct annual fee will be subject to approval by the RMIT Council in the year prior to commencement. In the event of a variation between the fees on this letter and the approved RMIT schedule of fees and charges, the approved schedule will prevail. Approved program fees can be found on the RMIT website at https://www.international.rmit.edu.au/info/programfees.asp.

3.4 Materials and other fees

Your program tuition fee does not include Overseas Student Health Cover (OSHC), Students Services and Amenities Fees (SSAF), administrative service charges, costs for books, equipment and other materials required to undertake your program. You may also incur additional costs for compulsory activities in your program where relevant, such as field work, excursions or laboratory practicals. For full time students, the SSAF is subject to annual Australian Government indexation. Details on additional fees and costs are available from the web at the RMIT fee website www.rmit.edu.au/programs/fees/other.

3.5 Travel and Living expenses

You must have sufficient funds to travel to Australia and for living expenses for the duration of your study in Australia. You are responsible for all educational and other living costs and expenses of any person who accompanies you to Australia.

The table below outlines the amounts in Australian dollars (AUD) that need to be genuinely available to you during your stay in Australia. These amounts are the minimum required for a student and are presented as a guide only. They do not necessarily represent your entire cost of living in Australia.

<table>
<thead>
<tr>
<th>Type of Expense</th>
<th>Per Person</th>
<th>Amount in AUD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Travel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For yourself</td>
<td>Return air fare to Australia</td>
<td></td>
</tr>
<tr>
<td>and each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>accompanying</td>
<td></td>
<td></td>
</tr>
<tr>
<td>family member</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tuition fee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For yourself</td>
<td>Program tuition fees</td>
<td></td>
</tr>
<tr>
<td>Children aged 5-18</td>
<td>AUD 8,000 per year per child</td>
<td></td>
</tr>
<tr>
<td><strong>OSHC</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yourself</td>
<td>Per your OSHC provider for the full duration of your student visa</td>
<td></td>
</tr>
<tr>
<td>Eligible family members</td>
<td>Per your OSHC provider</td>
<td></td>
</tr>
<tr>
<td><strong>Living</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yourself</td>
<td>AUD 18,000</td>
<td></td>
</tr>
<tr>
<td>Partner</td>
<td>AUD 6,300</td>
<td></td>
</tr>
<tr>
<td>First child</td>
<td>AUD 3,600</td>
<td></td>
</tr>
<tr>
<td>Each other child</td>
<td>AUD 2,700</td>
<td></td>
</tr>
</tbody>
</table>

RMIT may require you to demonstrate your financial capacity prior to the grant of an eCOE for your student visa application. Applicants who cannot demonstrate their financial capacity to undertake the program to RMIT's satisfaction will not receive an eCOE for their student visa application.

3.6 Study periods, invoicing and future payments
a. Study periods are defined below for payment purposes in accordance with ESOS requirements. You are not required to pay the RMIT tuition fees and any other charges until 2 weeks prior to the commencement of the next study period.

b. As a general guide, most RMIT University programs are taught over two study periods (or semesters) per calendar year unless your program structure states otherwise. Each study period may contain a number of teaching weeks and these teaching weeks may be less than that specified. Note that you may receive more than one invoice per study period depending on the spread of your courses across the relevant study period.

<table>
<thead>
<tr>
<th>Program Level</th>
<th>Study Periods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation Studies</td>
<td>13 weeks per trimester</td>
</tr>
<tr>
<td>Certificate, Diploma, Advanced Diploma and Associate Degree programs</td>
<td>16 weeks per semester plus a 3-week examination period</td>
</tr>
<tr>
<td>Bachelor and postgraduate coursework programs</td>
<td>12 weeks per semester plus a 3-week examination period</td>
</tr>
<tr>
<td>Postgraduate research programs</td>
<td>15 weeks per semester</td>
</tr>
</tbody>
</table>

For REW, you must pay a maximum 50% of your total program fee to demonstrate your acceptance of the RMIT offer where the program is more than 20 weeks. REW will invoice you for the balance of the program fee no more than two weeks before the commencement of the second study period. If your program is 20 weeks or shorter, you must pay the full program fee to demonstrate acceptance of the RMIT offer.

c. As a general guide, REW programs can run from 5 to 60 weeks, and thus, may be taught over one or more study periods depending your REW program duration.

<table>
<thead>
<tr>
<th>EAP Duration (in weeks)</th>
<th>Study Period 1 (in weeks)</th>
<th>Study Period 2 (in weeks)</th>
<th>Study Period 3 (in weeks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>5</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>15</td>
<td>15</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>25</td>
<td>10</td>
<td>15</td>
<td>-</td>
</tr>
<tr>
<td>30</td>
<td>10</td>
<td>20</td>
<td>-</td>
</tr>
<tr>
<td>35</td>
<td>15</td>
<td>20</td>
<td>-</td>
</tr>
<tr>
<td>40</td>
<td>20</td>
<td>20</td>
<td>-</td>
</tr>
<tr>
<td>45</td>
<td>20</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>50</td>
<td>20</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>55</td>
<td>20</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>60</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
</tbody>
</table>

d. The invoices for your future study periods (if your program is longer than one study period or semester in duration) will be sent to you prior to the commencement of that study period. The amount payable will be based on your enrolled load for that study period or semester being invoiced. RMIT shall charge you a penalty if you do not pay the fee before the due date. Until RMIT receives full payment, it may prevent you re-enrolling and/or limit your access to RMIT facilities.

e. If you receive sponsorship or a scholarship from an approved sponsor who provides an official financial guarantee (such as a private or government organisation), RMIT will invoice your sponsor for the tuition fees. If your sponsor fails to pay the RMIT invoice, you are entirely liable and responsible for the payment of the tuition fees.

3.7 Overseas Student Health Cover (OSHC)

OSHC is compulsory health insurance for international students to help meet the costs of medical and hospital care that they may need while in Australia. All student visa holders and their dependents in Australia must have valid OSHC for the full duration of their student and student dependent visas. You will not be required to purchase OSHC if you are a Norwegian, Swedish or Belgian student. Note that OSHC requirements are set by the Australian government and may be subject to change.

RMIT has provided you with a quote for Single, Couple and Family OSHC through our preferred provider for the expected duration of your student visa.
5.1 RMIT University refund policy

a. The following information is an extract from the RMIT Refund policy and is for commencing international students enrolling at RMIT University.
only. The full refund policy for RMIT University is located at www.rmit.edu.au/policies/refunds. Please refer to 5.2 for information relating to refunds for REW.

b. You are considered a commencing international student at RMIT University for refund purposes if you are:

- Enrolling or enrolled in the first semester of a RMIT program;
- Enrolled for the first time in a RMIT program onshore in Melbourne; or,
- Enrolled in one RMIT program but seeking a refund for another future RMIT program.

c. All students must lodge their application for a refund on the Application for Refund of Fees. This form is available for download from www.rmit.edu.au/students/forms or by request from RMIT International. Refunds may only be made on funds that have been cleared and received by RMIT University. Refunds will be made within 4 weeks of a full and complete application received by RMIT International unless otherwise specified or earlier as required by law.

d. You will receive a full refund of any prepaid amount (except OSHC), in the following circumstances, subject to acceptable evidence being provided.

- Your initial student visa application was refused prior to the program commencement date, or if you have enrolled, before the relevant census date for your program;
- You have compassionate or compelling reasons, such as a medical condition, military service obligations, or a family emergency, illness or death, that prevent you from enrolling into your program;
- You discontinue your enrolment within 4 weeks of the program commencement date due to compassionate or compelling reasons, such as a medical condition, or family emergency, illness or death that has affected your ability to continue in your program;
- You have attempted and cannot meet the condition/s of your RMIT Offer; or,
- RMIT cancels your program for whatever reason.

e. You will receive a refund of any prepaid amount (except OSHC), less an incidental fee of $500, in the following circumstances.

- You withdraw your program acceptance more than 4 weeks before the program commencement date;
- You withdraw your program acceptance because you have obtained Australian permanent residency; or
- Your application for a subsequent student visa was refused prior to the program commencement date, or if you have enrolled, before the relevant census date for your program.

f. You will receive a refund of any prepaid amount (except OSHC), less an administrative charge of 50% of the first semester's fee for your program, in the following circumstances. You will not receive a refund if the amount you have paid is less than the calculated administrative charge.

- You withdraw your program acceptance less than 4 weeks before the program commencement date;
- You enrol and discontinue your program within 4 weeks after the program commencement date.

g. You will not receive a refund if you enrol and discontinue your program more than 4 weeks after the program commencement date.

h. OSHC Refund: If you have paid your OSHC amount to RMIT you must apply directly to RMIT’s preferred OSHC provider for a refund of your OSHC.

i. You are a returning student if you are re-enrolling in a RMIT program where you have already undertaken at least one semester or term of study. Returning students must contact the Hub (www.rmit.edu.au/students/hub) to apply for a refund.

j. The RMIT University refund policy does not remove a student’s right to take further action under Australia’s consumer protection laws.

5.2 REW refund and transfer of fees guidelines

a. This section contains the guidelines for commencing students enrolling at REW under the refund and transfer of fees for REW students policy. A copy of the current policy is located at http://www.rmitenglishworldwide.com/policiesandprocedures.html.

b. By accepting the REW offer, you are deemed to have understood and agreed to the policy and the guidelines as amended from time to time.

c. REW will only consider any request for refund or transfer of fees if you make a proper application with adequate written evidence as required by REW and either:

i. email the application to REWStudent.Services@rmit.edu.au; or

ii. deliver the application to the REW Student Services Reception.

The application form is available at the REW Student Services Reception.
d. The funds prepaid for the fees must be cleared at the time that an application is received, and all amounts owing to the RMIT Group must be paid before any refund or transfer of fees can be made.

e. The refunds will be made in Australian dollars, and as determined by REW, made:

i. to you or the original funding sources; and

ii. electronically or by cheque,

unless otherwise approved by Director REW Melbourne.

f. REW will make a refund under the following circumstances:

i. your visa application is refused before the enrolment date of the program.
   You will receive a refund for any prepaid amount, within 28 days of your application. You must submit with your refund application a copy of the visa refusal letter.

ii. your visa application is refused on or after the enrolment date of the program.
   You must submit with your refund application a copy of the visa refusal letter, and you will receive the following amount of refund within 28 days of your application:
   If you are in Australia, you will receive any prepaid amount, less the used amount and less the enrolment fee; or
   If you are outside Australia, you will receive any prepaid amount.

iii. REW is unable to proceed or continue with the program.
   You will receive a refund for any prepaid amount, less the used amount within 14 days of your application.

iv. compassionate or exceptional reasons.
   You will receive a refund for any prepaid amount and within the timeframe as determined by Director REW Melbourne, if Director REW Melbourne agrees, based on the evidence you submitted, that you are unable to commence or continue with the program because of a compassionate or exceptional reason, such as a medical condition, or family emergency, illness or death.

v. for any other reason, only if your application is received before the enrolment date of the program.
   If your application is received no later than 28 days before the enrolment date of the program, you will receive a refund within 28 days of your application for any prepaid amount less any enrolment fee and less an administration fee of $200.
   If your application is received within 28 days before the enrolment date of the program, you will receive a refund within 28 days of your application for any prepaid amount less any enrolment fee and less an administration fee of 30% of the tuition amount for the program.

g. REW will transfer your fee under the following circumstances:

i. REW is unable to commence or continue with the program:
   REW will transfer any prepaid amount, less the used amount of the fee to an English language program at another centre within 14 days of your application.

ii. if you have been made an unconditional offer to a formal award program and REW receives your fee transfer application no later than 28 days before the commencement of the next module of the program:
   REW will transfer any prepaid amount by you, less any enrolment fee and less an administration fee of 20% of any unused amount of the fee to the formal award program within 28 days of your application.

h. To clarify, it is not a reason for refund or transfer of fees if your visa is cancelled or if you are excluded from the program in accordance with our policies or agreement because of reasons such as unacceptable behaviour.

i. Overseas Students Health Cover (OSHC) Refund: If the refund contains any prepaid OSHC amount to REW:
   If you are in Australia, and if the application is received:
   i. before the enrolment date of the program, REW will refund your prepaid OSHC amount directly to you; or
   ii. on or after the enrolment date of the program, you must apply directly to the relevant OSHC provider for a refund of your unused OSHC amount.

   If you are outside Australia, REW will refund your prepaid OSHC amount directly to you.

j. You may ask REW to review a decision made under the refund and transfer of fees for REW students policy and these guidelines at no cost by following the REW Complaints and Appeals procedure. REW will maintain your enrolment during the review process.

k. Despite any provisions, nothing in the policy or these guidelines affects your rights under the Australian Consumer Law.

6. Orientation, enrolment and discontinuation of studies

6.1 Orientation, transition and enrolment

After accepting your offer, you must make arrangements to arrive in Melbourne, Australia in time to participate in the RMIT registration and
enrolment program. Enrolment and commencement dates for your program may change depending on time tabling arrangements. Refer to http://www.rmit.edu.au/students/enrolment/international for more information closer to your expected enrolment date.

RMIT orientation and transition program details are generally posted online one month prior to the commencement of each major intake. Refer http://www.rmit.edu.au/students/gettingstarted for more information.

Sign up for the Mates at RMIT program and we’ll put you in contact with a current student who can give you advice on living in Melbourne and studying at RMIT. You can also find out more through the Mates at RMIT Facebook page. https://www.facebook.com/pages/Mates-at-RMIT-program/214661885223016

6.2 Discontinuation of studies

If you fail to re-enrol into a required study period or semester, cancel your enrolment or are not permitted to enrol at RMIT for whatever reason, and you wish to continue in your program, you must submit a new application for admission into your original program. RMIT is obliged by law to report to the Department of Immigration and Citizenship within 5 days of any failure to enrol and cancellation of enrolment.

7. Complaints and Appeals

If you wish to complain or appeal against an RMIT decision which affects you, you must first contact RMIT International at intladmissions@rmit.edu.au General information on RMIT complaints and appeals processes can be found at http://www.rmit.edu.au/students/complaints

An appeal against a decision by RMIT must be lodged in writing to the Executive Director, International via the specified email address above within 20 working days of the date of the RMIT notice. The letter of appeal must refer to the decision you seek to appeal, the grounds for the appeal, and must attach supporting documentation as evidence.

8. RMIT’s Obligations

RMIT shall use its reasonable efforts to provide the course/program as advertised, but it may at its sole discretion alter any part of the course/program, and may postpone or cancel the course/program.

RMIT does not guarantee that every course/program will be offered in any particular teaching period. Courses/programs offered in any teaching period are subject to change by RMIT from time to time.

RMIT is obliged to notify the Australian Government agencies of any changes to a student's enrolment.

9. Termination

9.1 RMIT may terminate this agreement and cancel your enrolment as a student of RMIT upon the provision of seven (7) days written notice if:

i. you are in default of its terms and/or
ii. in the reasonable opinion of RMIT, your remaining as a student at RMIT may place it in breach of any applicable law, including a law that implements any UN sanctions.

9.2 For the purposes of clause 9(a) you will be in default of this agreement if:

i. you do not start the course/program on the start date and you have not previously withdrawn for the course provided RMIT has not failed to start or provide the course/program on the start date
ii. you withdraw from the course/program either before or after the start date
iii. RMIT refuses to provide or continue providing the course/program to you because of one or more of the following events
   - you fail to pay an amount you were liable to pay RMIT directly or indirectly to undertake the course
   - you breach a condition of your student visa; and
   - your misbehavior, provided RMIT has accorded you natural justice before refusing to provide or continue to providing the course on the grounds of this default.

9.3 You may terminate this agreement and cancel your enrolment as a student of RMIT for any reason; upon the provision of seven (7) days written notice however your right to a refund of fees or obligation to pay any further fees to RMIT will be determined in accordance with this agreement.

10. General
10.1 RMIT does not warrant that enrolment in or completion of the course or program by you will enable you to obtain any particular employment or to remain in Australia upon completion of the course/program.

10.2 RMIT and REW are separate educational institutions and upon successful completion of a REW component at the required standard for and subsequent admission to RMIT, you will be considered to be a commencing student at RMIT. Enrolment at a REW course of study does not give the status of a ‘continuing’ student of RMIT for fee purposes.

10.3 Higher Degree Research Candidates are advised that the default position of the University (under the University’s Intellectual Property Policy) is that rights in intellectual property created by a student will vest in that student - see:

http://www.rmit.edu.au/browse;ID=65zyqgqa83g

However, the Policy also provides that where a student will be developing intellectual property in respect of a project for which the University will be providing funding or resources, or where the University is required to develop intellectual property for a 3rd party (e.g. contract research), the University may require the student, prior to commencement of the project, to assign any potential intellectual property to the University.