

## INTERNATIONAL STUDENT ENROLMENT FORM

Please answer All of the following questions and sign in the relevant sections to ensure accurate and complete processing:

**Student ID:** \_\_\_\_\_

### Personal Details

*All applicants must be aged 18 years or over at the time of application.*

Given name: \_\_\_\_\_ Family name: \_\_\_\_\_

Gender:  Male  Female      Nationality: \_\_\_\_\_ Country of birth: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport No: \_\_\_\_\_ Expiry date: \_\_\_\_\_

Address: \_\_\_\_\_ City/Town/Suburb: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_ Post code: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email address: \_\_\_\_\_

Emergency contact details:

Full name: \_\_\_\_\_ Mobile: \_\_\_\_\_ Relationship: \_\_\_\_\_

### Unique Student Identifier (USI) Collection

Have you registered your USI number?

Yes > \_\_\_\_\_       No, please go to <https://www.usi.gov.au/your-usi/create-usi> to create your own USI and provide your USI to Pivotal Education as soon as possible

### Visa Details

Visa type if you are in Australia: \_\_\_\_\_ Visa type: \_\_\_\_\_ Expiry date: \_\_\_\_\_

Where will you lodge your student visa application?     Australia       Outside Australia

Have you been refused a visa from any country including Australia for any reason?     No     Yes (please attach)

### Education Details

What is your highest COMPLETED school level? (ONE box only)

Year 12 or equivalent       Year 11 or equivalent       Year 8 or below

Year 10 or equivalent       Year 9 or equivalent       Never attended school

Are you still attending secondary school?     Yes       No

### Previous Australian Qualifications

Have you SUCCESSFULLY completed any of the following qualifications?     No     Yes, tick ANY applicable boxes

Certificate I       Certificate IV (or Advanced Certificate/Technician)     Bachelor or Higher Degree

Certificate II       Diploma (or Associate Diploma)

Certificate III (or Trade Certificate)     Advanced Diploma or Associate Degree     Certificates other than the above (please attach)

### Language and Cultural Diversity

Have you undertaken any formal English language test such as IELTS, PTE in the last two years?     No     Yes, please indicate:

English Proficiency Level	Minimum test score required	Minimum test score required with at least 10 weeks of ELOCOS	Minimum test score required with at least 20 weeks of ELOCOS	English Score and/or Grade	Test date/Date completed (DD/MM/YYYY)	Evidence of test completion attached?
<input type="checkbox"/> TOEFL iBT	64	46	35			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> IELTS	6.0	5.5	5.0			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> PTE Academic	50	42	36			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> C1 Advanced (Cambridge English)	159	162	154			<input type="checkbox"/> Yes <input type="checkbox"/> No

# PIVOTAL EDUCATION

RTO CODE: 90272 | CRICOS CODE: 03872E | ABN: 82 080 057 272

ADDRESS: Level 3, 84-86 Mary Street Surry Hills NSW 2010

EMAIL: enquiry@pivotal.edu.au

PHONE NO: +61 2 8755 2665

WEBSITE: www.pivotal.edu.au



Have you studied an accerded English language course in Australia?

No  Yes, please indicate:

Provider: \_\_\_\_\_ Course: \_\_\_\_\_

Exit level: \_\_\_\_\_

How well do you speak English?

Very well

Well

Not well

Main language spoken at home if not English: \_\_\_\_\_

Are you of Aboriginal or Torres Strait Islander origin?

No

Yes, Aboriginal

Yes, Torres Strait Islander

## Education Agent Details

Did you apply through an Education Agent or Direct?

Agent (please complete the questions below)

Direct to Pivotal Education

Education Agency Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

I nominate this Education Agent to be my agent for the entire duration of my enrolment

Yes

No

## Recognition of Prior Learning (RPL)/Credit Transfer

Do you wish to apply for Recognition of Prior Learning (RPL)?

No

Yes>You will be contacted to discuss this further

Do you wish to apply for Credit Transfer?

No

Yes> You must provide certified copies of transcripts from previous qualifications.

## Select Your Course

CRICOS Course Code	Course Code and Course name	Duration	Intake date
<input type="checkbox"/> 108924C	FBP30121 Certificate III in Food Processing	76 weeks	_____
<input type="checkbox"/> 110407F	FBP30822 Certificate III in Pharmaceutical Manufacturing	76 weeks	_____
<input type="checkbox"/> 110369G	FBP40522 Certificate IV in Pharmaceutical Manufacturing	40 weeks	_____
<small># The duration and fees quoted for FBP40522 Certificate IV in Pharmaceutical Manufacturing are based on packaging with FBP30822 Certificate III in Pharmaceutical Manufacturing (credit transfer already granted)</small>			
<input type="checkbox"/> 108925B	FBP50121 Diploma of Food Science and Technology	52 weeks	_____
<input type="checkbox"/> 114111A	BSB50420 Diploma of Leadership and Management	52 weeks	_____

## Study Purpose

To develop my existing business

To get a job

To get into another course of study

For personal interest or self-development

To try for different career

I wanted extra skills for my job

To get a better job or promotion

To start my own business

It was requirement of my job

To get skills for community/voluntary work

Other reasons: \_\_\_\_\_

## Employment

Full-time employee

Self-employed - not employing others

Unemployed - seeking part-time work

Part-time employee

Employed - unpaid worker in a family business

Not employed - not seeking employment

Employer

Unemployed - seeking full-time work

## Disability Support

Do you consider yourself to have a disability, impairment or long-term condition?

No

Yes, please indicate:

Hearing/Deaf

Learning

Vision

Physical

Mental Illness

Medical condition

Intellectual

Acquired brain Impairment

Other: \_\_\_\_\_

Are there any other individual needs you have that Pivotal Education should be aware of to ensure you are provided with support?

Yes (Please specify)

No

Not sure

## Overseas Student Health Cover (OSHC)

The Australian Government requires all students on student visa to have Overseas Student Health Cover.

Would you like Pivotal Education to arrange OSHC for you?

Yes (Answer next question)

No

If yes, What type of cover do you require?

Single

Couple (partner)

Family (parent/child)

Start date: \_\_\_\_\_

## Accommodation and Airport Pick-Up

Do you require Airport Pickup and transfer?

Yes

No

Do you require assistance with accommodation?

Yes

No

## Fee Information

### Fees Required:

#### Course 1:

Administration Fee (non-refundable): \$

Tuition Fees Deposit: \$

Resource Fees: \$

**TOTAL AMOUNT: \$**

#### Course 2:

Tuition Fees Deposit (non-refundable): \$

**TOTAL AMOUNT: \$**

**TOTAL AMOUNT COURSE 1 & COURSE 2: \$**

Students are permitted under the ESOS Act to pay more than 50% tuition fees before course commencement but it must be the student's decision. Please refer to "Fee Payment Conditions – Item 4" for conditions PRIOR to completing this section in the event the student chooses to pay more than 50% tuition fees prior to course commencement.

### Payment of Fees:

All Pivotal Education course fees including payment structure and refund provisions are clearly stated in the website. Student fees must be paid into the following bank account:

<b>Account Name:</b>	Pivotal Training & Development Pty Ltd Education TA Pivotal Education
<b>Account Number:</b>	115 20 803
<b>Branch Number (BSB):</b>	062 010
<b>Bank Name:</b>	Commonwealth Bank

## Acknowledgement and Declaration to be signed by Student

### Student Acknowledgement and Declaration

I acknowledge and declare that:

1. The information I have provided is true, accurate and complete
2. The evidence I have submitted with this application to demonstrate that I have met the published entry requirements are authentic and notarised as valid
3. I agree to provide original academic and English language entry requirement evidence to authenticate entry requirements have been met at the formal scheduled orientation session
4. I acknowledge that in the event I have submitted fraudulent entry requirement evidence my course(s) will be terminated by Pivotal Education and reported on PRISMS with no refund
5. I will adhere to all conditions of enrolment as stated in the International Student Enrolment Form and all related Pivotal Education Policies
6. I have been informed about my rights and obligations as an international student and will comply with all conditions required by the Student Visa
7. I have been informed and agree to the published tuition and other fees as published and included in Fee Information
8. I agree to pay the administration fee, initial tuition fee instalment and resource fee either on/after the submission of the signed Letter of offer and Student Acceptance Agreement and prior to the issuance of the Confirmation of Enrolment (CoE)
9. I agree to pay each instalment by the due date as included in the signed Letter of offer and Student Acceptance Agreement and understand that my course may be terminated for non-payment of fees
10. I acknowledge that Pivotal Education may vary fees and timetable at any time during my course(s)
11. Pivotal Education is authorised to access the Australian Immigration Verification Online (VEVO) system to ascertain information regarding my student visa status

# PIVOTAL EDUCATION

RTO CODE: 90272 | CRICOS CODE: 03872E | ABN: 82 080 057 272

ADDRESS: Level 3, 84-86 Mary Street Surry Hills NSW 2010

EMAIL: [enquiry@pivotal.edu.au](mailto:enquiry@pivotal.edu.au)

PHONE NO: +61 2 8755 2665

WEBSITE: [www.pivotal.edu.au](http://www.pivotal.edu.au)



12. I am a genuine temporary entrant and bonafide student and that I have read and understand the conditions relating to my student visa requirements on [www.homeaffairs.gov.au](http://www.homeaffairs.gov.au)
13. I have been informed, agree to and can demonstrate financial capacity for tuition fees and living arrangements for the duration of my course(s).
14. I have read and understand the ESOS Framework <https://internationaleducation.gov.au/Regulatory-Information/Documents/esosstudentfactsheetv4%20-%20Final%20clean%20copy.pdf>
15. I have reviewed the course information and training and assessment services of the course(s) I have selected in Section: Course Details
16. I consent to the information in this enrolment form being provided to the National Centre for Vocational Education and Research (NCVER) for statistical purposes
17. I have read and signed the Privacy Notice and application for Unique Student Identifier
18. I declare that I have disclosed all my unique learning needs and I have been informed about the learning, assessment and support services to be provided and any fees and costs that may relate to the course in which I am enrolling
19. I declare that my signature is true and correct identical to the signature in my passport

I acknowledge and agree to all terms and conditions as outlined in this International Student Enrolment Form

<b>Student Name:</b>	
<b>Student Signature:</b>	<b>Date:</b>

## Acknowledgement and Declaration to be signed by Agent

- I certify that the information, documents provided on this form is true and correct, and I agree to abide by the terms and conditions of Pivotal Education, including the refund policy, which I have read and understood. I declare that I have explained to the student about Pivotal Education, the available courses, living costs in Australia and any relevant information helpful for the student to make a decision to enrol at Pivotal Education.
- I declare that I have not provided any misleading information to the student and given enough opportunity to the student about the visa process and that issue of a CoE from Pivotal Education does not guarantee the visa and ultimate decision depends on the final assessment by the Department of Home Affairs.
- I declare that the information supplied by the student in this application is true and correct to the best of my knowledge.
- I have done reasonable efforts to verify the information and documents provided by the student.
- I understand that in the event of any fraudulent document being provided by the student, it will lead to the refusal of visa and will also affect my relationship with Pivotal Education.
- I understand that Pivotal Education has the right to verify the information provided by the student.
- I understand that a staff member of Pivotal Education may conduct a telephone or video interview with the student to satisfy themselves of student's genuine intention.
- I understand that information provided as part of this application may be shared with the Department of Home Affairs.

Education Agency Details (where applicable)	
<b>Education Agency:</b>	
<b>Agency Representative:</b>	
<b>Signature:</b>	
<b>Date:</b>	

### Return International Student Enrolment Form to:

Pivotal Education

Level 3, 84-86 Mary Street Surry Hills NSW 2010

Email: [admission@pivotal.edu.au](mailto:admission@pivotal.edu.au)

Tel: (02) 8755 2665

ACN: 080 057 272

ABN: 82 080 057 272

RTO ID: 90272

CRICOS Provider Code: 03872E

## Genuine Student (GS) requirement

Please complete all the questions below as accurately as you can. This answer will be use by Pivotal Education to undertake a preliminary assessment that our applications meet the GS requirements as set by the Department of Home Affairs (DHA).

1. Relationship Status?  Single  Married/De Facto Any Children  No  Yes How Many: \_\_\_\_\_

2. Do you have dependants on student visa?  No  Yes

3. Have you or your dependents been refused previous visa from any country including Australia for any reason?

No  Yes (please indicate) \_\_\_\_\_

4. Have you already lived in Australia on a student visa?  No  Yes, for how long? \_\_\_\_\_

*If no (onshore), why do you wish to change from your current visa to a student visa?*

*If yes, please give a detailed history of study (including course and institute details) in Australia from the date of first arrival.*

5. Have you been reported for non-attendance or lack of academic progress or non-payment of fees before?  No  Yes

*If yes, please give details.*

6. What are the reasons for choosing to undertake the selected course(s) at Pivotal Education?

7. What are the reasons for choosing to study in Australia rather than in your home country?

8. How will the course you have chosen benefit your future employment in your home country?

9. Financial stability

Who will be funding the cost?  Own savings  Parents  Partner  Other: \_\_\_\_\_

Evidence of financial capacity?  Bank Statement  Pay slip  Business Owner  Other: \_\_\_\_\_

Do you have access to sufficient funds to support you and your dependents (if any) for the total period of your stay in Australia?

No  Yes

10. Do you understand that when you hold a student visa you are require to return home upon the completions of your studies?

No  Yes

11. Ties to home country

Have a job offer  Family ties  Owns properties  Studying at university  Other: \_\_\_\_\_

12. Any family ties to Australia?  No  Yes > Relationship to applicant \_\_\_\_\_

## Student Declaration

I hereby certify that the information above, which has been supplied in support of my student visa application, to assist me to demonstrate that I satisfy the Genuine Student requirements, has been completed in my own words, is a true and correct.

I understand that if any incorrect, misleading or non-genuine information is found in this application, my student visa application may be refused.

Student Name: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Enrolment Procedure and Verification of Qualifications:

### Enrolment Procedure

Students seeking to enrol with Pivotal Education are required to submit acceptable evidence to demonstrate that they meet the published entry criteria for their chosen course.

1. All applications submitted by a student or education agent must include the following
  - Completed Pivotal Education International Student Enrolment Form with student signatures
  - Academic entry requirement certification copies
  - English language entry requirements certification copies
  - Passport Photocopy – applicant details page (where available)
  - Any other published entry requirements (where applicable)
2. Incomplete applications will result in delays in the admission process.
3. Successful applicants will receive a Letter of Offer and Acceptance Agreement
4. Unsuccessful applicants will receive formal notification that their application has been unsuccessful including the reason(s). In the case of incomplete applications, the missing information or documentation will be requested for assessment.

### Verification of Qualifications

Pivotal Education undertakes the following to verify qualifications and certification used for enrolment into an AQF qualification are genuine:

1. Certified copies, together with English translations (where appropriate), of documentation included in an application for enrolment, must be appropriately verified
2. Persons eligible to certify documents are:
  - Authorised officer from the institution that originally issued the certification/document
  - Notary Public or Justice of the Peace
  - Pivotal Education authorised officers
3. Where an application is submitted by an education agent on behalf of the prospective student, the education agent can verify that the original certification has been cited.
4. Pivotal Education reserves the right to request original copies if there is reason to suspect fraudulent documentation has been submitted, Where Pivotal Education discovers evidence of falsification this will result in cancellation of the enrolment without refund and such incidents will be reported on PRISMS
5. Where there are doubts about a student's claimed entry requirement documentation, Pivotal Education will contact the issuing institution for verification
6. All students must provide original copies of their qualifications at the orientation and induction session when they commence with Pivotal Education

## Conditions of Enrolment

### Deferral of Commencement

1. All requests for deferral of commencement must be in writing prior to the start date of the course (unless exceptional or compassionate grounds apply) which will require the issuance of a revised CoE with the deferred start date and reason for deferment.
2. Deferral of studies can only be granted for the following:
  - Illness and/or misadventure
  - Bereavement
  - Important family matters
  - Delays in providing documentation
  - Certification or other form of written evidence must be provided with the deferral request
3. In cases where the student experiences a short delay but commences within the first week, the student will undergo registration and orientation to ensure that they understand the requirements and standards expected of students.
4. Deferment must be applied for using the Course Deferral Request Form and will incur a fee as per published Other Fees and Charges listed on [www.pivotal.edu.au](http://www.pivotal.edu.au)

### Collection of Personal and Contact Details

Pivotal Education collects personal information from students for the purpose of training and assessment only. Pivotal Education is required to report personal information to relevant Government Authorities without the express permission of the student. This includes but is not limited to ASQA, NCVET or any relevant government authority.

### Privacy Notice

Under the Data Provision Requirements 2012, Pivotal Education is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form), may be used or disclosed by Pivotal Education for statistical, administrative, regulatory and research purposes. Pivotal Education may disclose your personal information for these purposes to:

- Commonwealth and State or Territory government departments and authorised agencies; and
- NCVER.

Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:

- populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys and data linkage;
- pre-populating RTO student enrolment forms;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including program administration, regulation, monitoring and evaluation.
- You may receive a student survey which may be administered by a government department or NCVER employee, agent or third-party contractor or other authorised agencies. Please note you may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the National VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at [www.ncver.edu.au](http://www.ncver.edu.au))

### **Change of Contact Details**

International students must provide Pivotal Education with their current residential address, mobile number and email address at all times. When a student changes any contact details, students must complete the Change of Contact Details form as soon as practicable. International students that fail to inform Pivotal Education are at risk of course cancellation if the student does not respond to Pivotal Education communication as a result of out-of-date contact details.

### **Unique Student Identifier**

Pivotal Education students are not permitted to commence training and assessment until they have provided Pivotal Education with their Unique Student Identifier. In cases where the student experiences difficulty obtaining a student identifier, Pivotal Education will allow training and assessment to commence and follow the procedure for ascertaining a correct student identifier from The Registrar.

### **Student Behaviour as per Code of Conduct**

Students must abide by Pivotal Education code of conduct at all times when undertaking study in any approved delivery and assessment location. Pivotal Education reserves the right to terminate students whose conduct is unsatisfactory as per published policies. In the event a student's behaviour places any other student or staff member at risk either physically or verbally and results in an unsafe learning environment, no refund of any remaining tuition fees will be made in the case of termination by Pivotal Education. Students will have the right to access complaints handling and appeals procedures if they disagree with any decision to terminate their studies.

### **Public Holidays**

Pivotal Education is closed for all New South Wales public holidays. Compensation will not be made for blended learning classes not offered on public and special holidays.

### **Fees and Timetable**

Pivotal Education reserves the right to vary its fees without notice and timetables may be subject to change.

### **Complaints Handling**

Students are entitled to have a personal representative present at any stage during the complaints handling process. If the student's problem cannot be resolved by Pivotal Education, students can seek external assistance after the internal appeals process has been completed.

External options available to students include

1. ASQA (<http://www.asqa.gov.au/complaints/making-a-complaint.html>)
2. Department of Fair Trading (<http://www.fairtrading.nsw.gov.au>)
3. National Training Complaints Service (<https://www.education.gov.au/NTCH>)
4. NSW Ombudsman ([www.ombo.nsw.gov.au/contact-us](http://www.ombo.nsw.gov.au/contact-us))
5. Overseas Students Ombudsman ([www.ombudsman.gov.au/How-we-can-help/overseas-students](http://www.ombudsman.gov.au/How-we-can-help/overseas-students))

### **Consumer Rights**

Pivotal Education will notify students in the event that any of the following changes occurs that may affect the services being provided in this agreement. These include:

- a change in ownership of the RTO, and/or
- any changes to or new third-party agreements that are put in place for the delivery of services outlined in this agreement

This agreement, and the right to make complaints and seek appeals on decisions and actions under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.



**Termination** Pivotal Education reserves the right to terminate students for any serious breaches including but not limited to:

- student visa conditions
- academic misconduct
- non-academic misconduct

In the event of termination students will not be eligible for a refund as per Fees and Refunds for International Students Policy and conditions included in the signed Letter of Offer and Student Acceptance Agreement.

### Fee Payment Conditions

1. All tuition and non-tuition fee payments are clearly outlined in the Letter of Offer and Acceptance Agreement as agreed to by the international student with their signature and date
2. The initial fee deposit can only be accepted when the international student has signed and submitted the Letter of Offer and Student Acceptance Agreement.
3. Initial Fee Deposit payments can be made concurrently with or after submission of the signed Letter of Offer and Student Acceptance Agreement.
4. Students are permitted under the ESOS Act to choose to pay more than 50% of their tuition fees before course commencement under the following conditions:
  - The student or responsible person paying the fees chooses to pay 50% prior to commencement
  - The course has a duration of 25 weeks or less
5. Students who enrol in one CRICOS course at the Certificate III level are required to pay the Initial Fee Deposit prior to commencement which includes:
  - Administration fee (non-refundable)
  - Resource Fee (non-refundable after commencement)
  - Tuition fees (first term)
  - Overseas Student Health Cover (where applicable)
6. Students who enrol in packaged CRICOS courses (including Certificate III level qualification and Certificate IV/Diploma level pathway qualification) are required to pay the Initial Fee Deposit prior to commencement of course 1 which includes:
  - Administration fee (non-refundable)
  - Course 1 Tuition fee instalment (first term – Certificate III level)
  - Course 1 Resource Fee (non-refundable after course 1 commencement)
  - Course 2 Tuition fee instalment (50% first term – Certificate IV/Diploma level)
  - Overseas Student Health Cover (where applicable)
7. Where students enrol in packaged courses, the Certificate III level qualification is identified in the pre-enrolment information as preliminary to acquire operational skills and knowledge essential for the pathway to Certificate IV/Diploma higher-level qualification in the same industry area
8. In the event a student enrolls in packaged courses as described above, the higher-level qualification is the principal qualification with the conditions of Standard 7, National Code of Practice 2018
9. Students who enrol in published packaged qualifications as defined above, will not be eligible for a refund for the 50% tuition fee deposit for Course 2 (Certificate IV/Diploma level) after the commencement date of Course 1 (Certificate III level)
10. Students who paid 50% of the initial tuition fee deposit for course 2 will not be eligible to register and attend orientation until the remaining 50% tuition fee deposit and resource fee for course 2 has been paid in full. Failure to pay remaining fees will result in a default as reported on PRISMS.
11. Students will be required to pay for the remaining tuition fees for the remainder of their course(s) as specified by the due dates in the Tuition Fee Instalment Schedule in the Letter of Offer and Student Acceptance Agreement.
12. Payments can be made via credit card, bank transfer, telegraphic transfer or EFTPOS.
13. Students MUST include both the invoice number and their individual Student ID number when making instalment payments
14. Pivotal Education reserves the right to cancel any course prior to the commencement date of the course or during the course, should it be deemed necessary.
15. If a student fails to pay an instalment fee as outlined in the Tuition Fee Instalment Schedule Letter of Offer and Student Acceptance Agreement by the due date(s), a late tuition instalment fee per week is added to the instalment payment until the instalment payment is made
16. Non-financial students will not be included on the class list or allowed to attend classes until the instalment payment has been made
17. Non-financial students may have their CoE cancelled on PRISMS under student default for non-payment of fees
18. Fees may be subject to change without notice.

**Refund Considerations:** All refund considerations will be assessed against the total amount Pivotal Education has received from the student. The refund conditions considerations include the following:

1. Where a student is eligible for a refund, Pivotal Education will provide the assessed and approved amount in AUD transferred back to the student less the agent commission (where applicable)
2. Where the education agent has collected fees that are assessed as eligible for a refund, Pivotal Education will inform the Education Agent who will be responsible for paying the student the percentage of the refund where applicable.
3. Administration fees are non-refundable



4. Resource fees after course commencement are non-refundable
5. Students are required to pay the published fees for a refund request as specified in “Other Fees and Charges” published on the website [www.pivotal.edu.au](http://www.pivotal.edu.au)
6. Refer to Refunds based on Student Visa Refusal for specific conditions
7. Refer to Cancellation and Refund Conditions – Student Default for specific conditions
8. Refer to Cancellation and Refund Conditions – Provider Default for specific conditions
9. Refunds will be paid directly to the student assessed as eligible for a refund
10. Pivotal Education reserves the right to exclude students from class when fees are not paid
11. Tuition fees are not transferable to another person or institution
12. Pivotal Education reserves the right to change, alter or amend fees at any time. Students will be notified in writing of any changes, alterations, and amendments in advance.
13. Pivotal Education provides students with a statement that identifies how the refund was calculated and make fully available access to Pivotal Education Complaints Policy.
14. The Pivotal Education dispute resolution process does not circumscribe the student’s right to pursue other legal remedies

#### **Cancellation and Refund Conditions – Student Visa Refusal**

Pivotal Education is not required to provide a refund under the ESOS Act if:

- The student was refused a student visa; and
- The refusal was a reason for one or more of the following acts or omission by the student that directly or indirectly caused the student to default in relation to their course
  - The student’s failure to start the course on the agreed start date
  - The student’s withdrawal from the course
  - The student’s failure to pay an amount they are liable to pay directly or indirectly in order to undertake the course
  - Breach of any student visa condition

In the event an on shore international student has had their student visa application refused based on breaches to student visa conditions or any of the above stated reasons from the ESOS Act, Pivotal Education not be providing the student with a refund.

In the event an off shore international student has had their student visa application refused, Pivotal Education will undertake the following:

- Refund the amount of tuition and materials fees paid in advance
- Charge the published administration processing fee for the refund request
- Retain all non-refundable fees as listed in the Letter of Offer and Acceptance Agreement
- OSHC refunds will be provided as per health cover provider policy

Refunds will be paid to the person or entity that originally paid the fees and, where possible, in the same currency in which the fees were paid within 28 days.

#### **Cancellation and Refund Conditions – Student Default**

Student Default applies as follows:

- the course starts on the agreed start date but the student does not start on the agreed start date and/or has not previously withdrawn or formally deferred the course start date
- the student withdraws from a Pivotal Education course of study before or after the agreed starting day
- Pivotal Education refuses to provide or continue to provide a course to the student because of one of the following reasons:
  - The student fails to pay an amount they are liable to pay Pivotal Education directly or indirectly in order to study the course
  - The student has breached a condition of their student visa
  - The student has misbehaved
- Students must notify Pivotal Education of their intention to defer or withdraw from their studies and/or request a refund using the following forms:
  - Refund Request Form
  - Termination Request Form
- Pivotal Education will make a refund within 28 days of receiving a valid, approved written claim
- All refund considerations will be strictly limited to the monies Pivotal Education has received and will not include non-refundable fees
- Pivotal Education will make the refund available to the student directly as per source of payment
- Tuition and other fees are not transferable to another student or institution *For more information regarding all fees and refund conditions for international students, refer to the Fees and refund for International Students Policy on the website [www.pivotal.edu.au](http://www.pivotal.edu.au)*