

Terms and Conditions

Equity in Education Policy

Cairns Business College is committed to the goals of equal opportunity in education and employment. The College aims to provide a study and work environment for staff and students that fosters fairness, equity and respect for social and cultural diversity, and that is free from unlawful discrimination, harassment and vilification as determined by legislation.

In fulfilling this commitment the Cairns Business College (CBC) shall:

- foster an all school culture which values and responds to the rich diversity of its students and staff;
- provide equal opportunity by removing barriers to participation and progression in education and employment so that all students and staff have the opportunity to fully contribute to CBC life;
- offer programs which aim to overcome past disadvantage for members of staff and student equity groups;
- promote clear and accountable educational and management policies and practices to engender trust between managers, staff and students;
- enhance the quality of students' learning through the provision of culturally, social and gender inclusive education in areas such as curricula, teaching methods, assessment and review provisions, written and audio-visual material and support services;
- ensure that its staff and students are aware of their rights and responsibilities as CBC members.

To achieve these goals the Cairns Business College depends on the continued support and co-operation of all members of the CBC community. The Principal, as Chief Executive Officer is responsible for compliance with all relevant legislation. The College's Board of Directions and the Director of Studies assist the Principal.

Australian Students Terms and Conditions

Cairns Business College will enrol students on the following conditions:

- Tuition fees must be paid in accordance with the Tuition Payment Policies in the Fee Supplement, unless written arrangements are made with the Principal or the Director of Studies. If the fees are in arrears, the student's enrolment may be cancelled at the discretion of the Principal or the Director of Studies.
- By accepting an enrolment to the College, you agree to abide by the Student Code of Conduct. The Cairns Business College believes that students are both citizens and members of the academic community. As citizens, the students should enjoy the freedom of speech and peaceful assembly. As members of the academic community, they are subject to the obligations which accrue to them by virtue of membership.
- The work submitted by students enrolled at the Cairns Business College is presumed to be their own. Each student is individually responsible for understanding and maintaining a standard of scholastic honesty.
- Scholastic dishonesty includes but is not limited to: cheating; plagiarism; submitting the same or substantially the same work in order to meet the requirements of more than one module; or collaborating on assignments. Any violation of this Student Code of Conduct - Scholastic Honesty Policy will be referred to the Scholastic Discipline Committee.
- Students suspended from the College and/or course for misconduct, will forfeit all fees.
- Students must keep the College informed as soon as they change their residential and postal address as well as their current contact telephone number.
- Students who are absent from the school are still required to pay the fees due.

The Cairns Business College reserves the right to cancel or defer any course, and to alter timetables, and class location without notice. If the Cairns Business College cancels, terminates or defers any course and is unable to offer a suitable alternative course, fees will be refunded or transferred to the new school.

Refund Policy for Australian Students

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| Cairns Business College Ltd (the College) Policy of Fee Refunds and Tuition Fees has been determined in accordance with the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 ("the National Code"), made under The Education for Overseas Students Act (the ESOS ACT) 2000, and the Education Services for Overseas Students Amendment Act 2010, and the Education Services Students Legislation Amendment (Tuition Service and Other Measures) Act 2013. | | |
| A | Enrolment and Accommodation Placement Fees | Non-refundable |
| B | If student who has paid fees in respect of a course decides to withdraw and gives notice of withdrawal prior to course commencement | Refund – tuition fees paid less Administration Fee |
| C | If student cancels or transfers to another institution after course commences | Refund of unused portion/weeks of the tuition fees will be made less Administration Fee |
| D | Students who are absent from classes are still required to pay fees due | |
| E | In the event of cancellation of accommodation or early departure students must provide two weeks notice | No Refund will be made for the two weeks |
| If a student is approved to transfer to another course at the College by the Principal, fees paid for the current course will apply/transfer to new course, and any relevant Government bodies or interested third parties advised. | | |
| The Cairns Business College guarantees to run all courses as advertised. In the event of the cancellation of the course, all fees will be refunded within four (4) weeks directly to the person who contracted with the College unless that person authorises otherwise. | | |
| This agreement does not remove the right to take further action under Australia' consumer protection laws. Dispute resolution processes do not circumscribe the student's right to pursue other legal remedies. | | |
| In the event of a provider default, students will be eligible for a refund of any "unspent pre-paid tuition fees" (i.e. tuition for which the student has paid but which has not yet been delivered by the provider) rather than a full refund that they were entitled to prior to this amendment. | | |

RTO: 0095

PROVIDER CODE: 00202A

Pre-Qualified Supplier: QS100476

International Students Terms and Conditions

Cairns Business College will enroll students on the following conditions: In your home country all matters relating to your student visa are managed by the Immigration Section of the Australian Diplomatic Mission. This may be known as the Australian High Commission, the Australian Consulate or the Australian Embassy. The Australian Department of Immigration and Border Protection (DIBP) will manage your student visa when you arrive in Australia. You will be permitted to work in Australia to supplement your income. There are several conditions which apply.

- If your course includes College holidays, during these holidays there is no limit on the number of hours you are permitted to work.
- Your student visa includes the following conditions. You must:
 - Study full-time while in Australia, (minimum 20 hours per week in class with teacher);
 - Satisfy course requirements by achieving a record of satisfactory academic performance;
 - Satisfy course requirements by attending at least 80% of all your scheduled classes;
 - Have sufficient funds to cover your tuition fees and expenses while in Australia;
 - Not work more than 40 hours per fortnight during scheduled school terms;
 - Be continually covered by the compulsory Overseas Student Health Cover for all of your time in Australia;
 - Inform Cairns Business College of Administration immediately if you change address;
 - Change of education provider is subject to individual's visa conditions;
 - Inform DIBP if you change your student status;
 - Inform DIBP if you withdraw from the course that you are enrolled in;
 - Extend your student visa before it expires.
- Student fees must be paid in advance, unless written arrangements have been made with the Principal or Director of Studies. If fees are in arrears, the student's enrolment may be cancelled and the Immigration Department informed as visa requirements have not been fulfilled. This will be at the discretion of the Principal.
- Students are required to provide the College with a copy of their Overseas Student Health Cover card. At least 15 days before the expiry of their Overseas Student Health Cover card, students are requested to get the card renewed either by payment to the Cairns Business College, or directly to the nearest Overseas Student Health Cover office.

By accepting an enrolment to the College, you agree to abide by the Student Code of Conduct. The Cairns Business College believes that students are both citizens and members of the academic community. As citizens, the students should enjoy the freedom of speech and peaceful assembly. As members of the academic community, they are subject to the obligations which accrue to them by virtue of membership.

The work submitted by students enrolled at the Cairns Business College is presumed to be their own.

Each student is individually responsible for understanding and maintaining a standard of scholastic honesty. Scholastic dishonesty includes but is not limited to: cheating; plagiarism; submitting the same or substantially the same work in order to meet the requirements of more than one module; or collaborating on assignments. Any violation of this Student Code of Conduct - Scholastic Honesty Policy will be referred to the Scholastic Discipline Committee.

Students suspended from the College and/or course for misconduct, will forfeit all fees.

- Students must keep the College informed as soon as they change their residential and postal address as well as their current contact telephone number.
- Students who are absent from classes are still required to pay the fees due.
- The Cairns Business College reserves the right to cancel or defer any course, and to alter timetables, and class location without notice
If the Cairns Business College cancels, terminates or defers any course and is unable to offer a suitable alternative course, "unspent pre-paid tuition fees" fees will be refunded or transferred to the new school.

Refund Policy for International Students

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| A | Enrolment and Accommodation Placement Fees | Non-refundable |
| B | If Student Visa application is rejected or if a student becomes ill prior to visa approval, written notice must be given within seven days | Full Refund * (Less Enrolment and Accommodation Placement Fees) |
| C | If student cancels twenty-eight days or more before course starting date | Refund – Tuition Fee less 10% Administration Fee |
| D | If student cancels less than twenty-eight days before course starting date | Refund – Tuition Fee less 25% Administration Fee |
| E | If student cancels or transfers to another institution after course commences | No Refund/No charge for Letter of Release |
| F | In the event of cancellation of accommodation or early departure students must provide two (2) weeks notice. No refund will be made for those two weeks | |
| G | The Cairns Business College guarantees to run all courses as advertised. In the event of the cancellation of the course, all fees will be refunded within two (2) weeks directly to the person who contracted with the College unless that person authorises otherwise. | |
| H | Student cancellations are subject to the College Refund Policy and will be processed four (4) weeks from receiving written | |

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| | notice. Refunds will be forwarded directly to the person who contracted with the College unless that person authorises otherwise. |
| I | This agreement does not remove the right to take further action under Australia's consumer protection laws. Dispute resolution processes do not circumscribe the student's right to pursue other legal remedies |
| J | In the event of a provider default, students will be eligible for a refund of any "unspent pre-paid tuition fees" (i.e. tuition for which the student has paid but which has not yet been delivered by the provider) rather than a full refund that they were entitled to prior to this amendment. |

Education Services for Overseas Student Framework

Australia has a reputation as a safe, progressive and dynamic place to study. We maintain this reputation by providing quality education delivered in accordance with the ESOS Framework which is the consumer protection specifically developed for overseas students. A description of the ESOS framework is available electronically at the Australian Education International (AEI) website.

Please note that information is collected by the College during each student's enrolment in order to meet its obligations under the ESOS framework. This is to ensure students' 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 ESOS Framework.

Information collected about each student during enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme. In other instances, information collected during enrolment can be disclosed without the student's consent where authorized or required by law.

Deferment, Suspension or Cancellation of Studies - All Students

Under standard 13 of the National Code 2007, students can defer or temporarily suspend their studies (including intermission) in limited circumstances. A student's enrolment may also be suspended involuntarily. If the student is under 18 years of age his/her parent/legal guardian will be advised and consulted throughout the suspension and/or cancellation of the course process.

Grounds for deferment or suspension of study

- Compassionate or compelling circumstances;
- Student misbehaviour which includes but is not limited to:
 - Academic
 - disrupting class;
 - potentially bringing the College into disrepute;
 - failing to abide by trainers/trainers and/or staff's reasonable request and/or direction;
 - indulging in plagiarism and academic misconduct;
 - behaving in a disrespectful or inappropriate manner towards staff or students.
 - General
 - non-payment of fees;
 - discrimination, harassment, abusiveness, physically assault;
 - displaying intimidating or threatening behaviour;
 - making racist or sexist comments;
 - behaving in a disruptive manner such as swearing, yelling or using offensive language;
 - endangering the safety of self or others and does not comply with OHS requirements;
 - selling, using, distributing and/or being found in possession (under the influence) of drugs and/or alcohol whilst attending classes/work;
 - theft or any other criminal activity.

Cancelling a student's enrolment

Circumstances in which the College may cancel the enrolment of a student if, despite warnings and/or counselling, he/she:

- is disrespectful to staff or other students which may include disrupting the teacher/trainer continuously or refusing to participate in class activities;
- discriminates against or harasses any person in any manner or for any reasons;
- uses offensive language or indulges in physically intimidating behaviour;
- acts in an unsafe manner or conditions that place self or others at risk;
- is found under the influence of drugs or alcohol in the class room, on campus or on work experience;
- smokes in non-smoking areas;
- does not comply with OHS requirements (if applicable);
- does not pay his/her fees;
- is convicted of a criminal offence.

Procedures for Resolution of Complaints and Appeals – All Students

Should there be any occasion when an issue, complaint or problem arises, please confront the issue as quickly as possible, rather than continue unhappily. The following steps are available:

1. Discuss or resolve the difficulty with the student or staff member(s) in question, for example:
 - If the issue concerns class work or a course the problem should be discussed with your teacher
 - If the issue concerns accommodation it should be discussed with the Homestay Co-coordinator
 - If the issue concerns fees it should be discussed with administration/student services
 - If the issue concerns changes to some aspect of CBC life it should be discussed with a teacher

If the issue concerns a financial dispute see the Cairns Business College Ltd (the College) Policy of Fee Refunds and Tuition Fees which has been determined in accordance with the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 ("the National Code"), made under The Education for Overseas Students (the ESOS) Act 2000, Education (Overseas Student) Regulations 1998, made under the EOS Act (EOS Reg.), the Education Services for Overseas Students Amendment Act 2010, and the Education Services for Overseas Students Legislation Amendment (Tuition Service and Other Measures) Act 2013.3
2. Either person may nominate a support person to accompany them at any stage of the process.
3. If a resolution cannot be reached, discuss the difficulty with the Director of Studies, a senior member of staff nominated by the Director of Studies, or in the absence of the Director of Studies, a person nominated by the Principal. An interpreter may be used to help resolve the issue. A mediator with knowledge of the student's culture or a mediator or support person may be brought in to help with the resolution process. The mediator will be brought in at the student's expense. Independent mediators are available upon request or ring Dispute Resolution Branch, Department of Justice and Attorney General on 1800 017 288.
4. If the difficulty has still not been resolved either person from step 2 may make a written request for resolution of the matter to the Director of Studies or a senior member of staff nominated by the Director of Studies. The matter is now considered a complaint and the process will commence within 10 days of lodgment of the complaint including support information. Written requests will only be accepted if steps 1 and 2 have been completed.
5. The Director of Studies may then attempt to resolve the grievance through further negotiation or mediation, or may advise the complainant in writing that the grievance is considered to be frivolous and/or vexatious, and that no enquiry is to be made.
6. If the grievance has not been resolved nor the complaint dismissed the Director of Studies will convene a College Grievance Committee, which would be established on an ad hoc basis and would usually consist of 2-3 people for each case.
7. The outcome of the College Grievance Committee's deliberations will be communicated in writing to both parties involved in the grievance. This communication should normally include an offer from the Director of Studies or a senior member of staff nominated by the Director of Studies to debrief or otherwise provide further assistance to either party. All written communications should be signed by the parties and photocopies will be kept in order to provide evidence of the receipt of the document.
8. The Director of Studies or senior member of staff nominated by the Director of Studies may monitor, or be directed by the College Grievance Committee to monitor, the resolution of the dispute for a maximum period of one month, and may wish to make further recommendations (in writing) should the settlement not resolve the dispute to the satisfaction of both parties.
9. A grievance case would be considered closed upon receipt by the Director of Studies of a written withdrawal of the grievance by the complainant or of a written agreement between both parties.
10. Decisions by the College Grievance Committee, the Director of Studies or the senior member of staff nominated by the Director of Studies may be appealed in writing to the Principal.
11. The Principal shall then investigate the matter, and may establish a Grievance Appeal Panel to consider the matter, which would be established on an ad hoc basis and would usually consist of 2-3 people for each case. If a student visa student is concerned about the actions of this College they may approach the State Authority for CRICOS Registration. In Queensland this is the Department of Education. The Director-General of the Department of Education and Training has the power to suspend or cancel the College's CRICOS registration if a breach of the requirements of registration provision is proved.
12. The decision shall be communicated in writing to both parties.
13. The decision of the Principal or the Grievance Appeal Panel shall be considered final. These procedures do not limit a student's rights to follow other legal remedies. After the process has been completed if a Student Visa student is concerned about the action of the College please contact in writing Qld Department of Education, Senior Education Officer, Office of Non-State Education, PO Box 15033, BRISBANE CITY EAST, QLD 4002 or the Overseas Student Ombudsman on ombudsman@ombudsman.gov.au or call 1300 362 072.