



## Terms and Conditions of Enrolment:

This document ensures your consumer rights are protected under Australian law.

Please follow these instructions.

1. Read through the following pages to ensure you understand the expectations upon you and what you are agreeing to.
2. Sign the Student Agreement section and return it to us.
3. Where conditions are listed, provide evidence that you have met these conditions.
4. Include your enrolment fee and/or application fee.
5. Include your payment details.

Before signing this agreement, it is important you understand:

- What you are agreeing to
- Our Fees and Refunds policy
- Our policies and procedures as outlined in the Student Handbook
- Your responsibilities as a student
- Our responsibilities as the RTO

Therefore we have summarised some of this for you below. Please ensure you also refer to the Student Handbook for further information.

### Studying with Clinton Institute

As a Registered Training Organisation (RTO) and CRICOS Education Provider registered with Australian Skills Quality Authority (ASQA), we have an obligation to ensure the quality of the nationally recognised training and assessment we deliver. We must comply at all times with the Standards for RTOs 2015, which are part of the VET Quality Framework, as well as the Education Services for Overseas Students Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code).

To ensure compliance we have developed comprehensive internal policies, procedures and systems that guide our compliant operations and we must participate in audits with ASQA upon their request. In addition, we must ensure that any third parties that we work with who have any involvement in your training and assessment comply as well. This includes our training partners, marketing brokers and sales people where applicable.

As the RTO we have the responsibility to issue your AQF certification documents in line with our issuance policy as outlined in the Student Handbook.

If at any time you feel we have not met our obligations as an RTO, you have the right to make a complaint following our Complaints and Appeals Policy outlined in the Student Handbook.

### Student Code of Conduct

#### Student Rights

All students have the right to:

- Be treated fairly and with respect by all students and staff.
- Learn in a supportive environment which is free from harassment, discrimination and victimisation.
- Learn in a healthy and safe environment where the risks to personal health and safety are minimised.
- Have their personal details and records kept private and secure according to our Privacy Policy.
- Access the information Clinton Institute holds about them.
- Have their complaints and appeals dealt with fairly, promptly, confidentially and without retribution.
- Make appeals about procedural and assessment decisions.
- Receive training, assessment and support services that meet their individual needs.
- Be given clear and accurate information about their course, training and assessment arrangements and their progress.
- Access the support they need to effectively participate in their training program.
- Provide feedback to Clinton Institute on the client services, training, assessment and support services they receive.

Melbourne Campus:  
Suite 1101, 343 Little Collins Street  
Melbourne VIC 3000  
Ph: 03 8394 2064

Hobart Campus:  
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RTO ID: 41597  
CRICOS Provide Code: 03540C  
ABN: 64612532135  
Clinton Education Pty.Ltd. T/as Clinton Institute



- Be informed of any changes to agreed services, and how it affects them as soon as practicable.

### **Student Responsibilities**

All students, throughout their training and involvement with, Clinton Institute, are expected to:

- Treat all people with fairness and respect and not do anything that could offend, embarrass or threaten others.
- Not harass, victimise, discriminate against or disrupt others.
- Treat all others and their property with respect.
- Respect the opinions and backgrounds of others.
- Follow all safety policies and procedures as directed by staff.
- Report any perceived safety risks as they become known.
- Not bring into any premises being used for training purposes, any articles or items that may threaten the safety of self or others.
- Notify us if any of their personal or contact details change.
- Provide relevant and accurate information to Clinton Institute in a timely manner.
- Approach their course with due personal commitment and integrity.
- Complete all assessment tasks, learning activities and assignments honestly and without plagiarism or infringing on copyright laws.
- Hand in all assessment tasks, assignments and other evidence of their work with a completed and signed cover sheet.
- Make regular contact with their Trainer/Assessor.
- Prepare appropriately for all assessment tasks, visits and training sessions.
- Notify Clinton Institute if any difficulties arise as part of their involvement in the program.
- Notify Clinton Institute if they are unable to attend a training session for any reason at least 12 hours prior to the commencement of the activity.
- Obligated to pay for the number of units/cluster/ levels have enrolled
- Make payments for their training within agreed timeframes, where relevant.
- Notify Clinton Institute via email, if payment could not make on time and request for an extension.
- For international students comply with their student visa requirements under the ESOS Act.

### **Privacy Policy**

#### **1. Privacy Principles**

- Personal information is collected from individuals in order that Clinton Institute can carry out its business functions. Clinton Institute only collects and stores information that is directly related to its business purposes and legal requirements of providing nationally recognised training and assessment.
- In collecting personal information, Clinton Institute complies with the requirements set out in the Privacy Act 1988 and the relevant privacy legislation and regulations of the states and/or territories in which the RTO operates.
- This means Clinton Institute ensures each individual:
  - Knows why their information is being collected, how it will be used and who it will be disclosed to.
  - Is able to access their personal information upon request.
  - Does not receive unwanted direct marketing.
  - Can ask for personal information that is incorrect to be corrected.
  - Can make a complaint about Clinton Institute if you consider that your personal information has been mishandled.

#### **2. Collection of information**

- In general personal information will be collected through course application and/or enrolment forms, training records, assessment records and online forms and submissions.
- The types of personal information collected include:
  - personal and contact details
  - employment information, where relevant
  - academic history
  - background information collected for statistical purposes about prior education, schooling, place of birth, disabilities and so on
  - training, participation and assessment information
  - fees and payment information
  - information required for the issuance of a USI.

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### 3. Unique Student Identifiers (USI)

- All students participating in nationally recognised training from 1 January 2015 are required to have a Unique Student Identifier (USI) and provide it to Clinton Institute upon enrolment. Alternatively, Clinton Institute can apply for a USI on behalf of an individual.
- The Student Identifiers Act 2014 authorises the Australian Government's Student Identifiers Registrar to collect information about USI applicants. When Clinton Institute applies for a USI on behalf of a student who has authorised us to do so, we need to collect personal information about the student which will be passed on to the Student Identifiers Registrar. This will include:
  - name, including first or given name(s), middle name(s) and surname or family name
  - date of birth
  - city or town of birth
  - country of birth
  - gender
  - contact details, so the Student Identifiers Registrar can provide individuals with their USI and explain how to activate their USI account.
- In order to create a USI on behalf of a student, Clinton Institute will be required to verify the identity of the individual by receiving a copy of an accepted identification document. This document will only be used for the purposes of generating the USI and confirming the identity of the individual with the Registrar. Once the USI has been generated and validated, the identity documents used or collected for this purpose will be securely destroyed.
- The information provided by an individual in connection with their application for a USI:
  - is collected by the Registrar as authorised by the Student Identifiers Act 2014.
  - is collected by the Registrar for the purposes of:
    - applying for, verifying and giving a USI
    - resolving problems with a USI
    - creating authenticated vocational education and training (VET) transcripts
  - may be disclosed to:
    - Commonwealth and State/Territory government departments and agencies and statutory bodies performing functions relating to VET for:
      - the purposes of administering and auditing VET, VET providers and VET programs
      - education related policy and research purposes
      - to assist in determining eligibility for training subsidies
    - VET Regulators to enable them to perform their VET regulatory functions
    - VET Admission Bodies for the purposes of administering VET and VET programs
    - current and former Registered Training Organisations to enable them to deliver VET courses to the individual, meet their reporting obligations under the VET standards and government contracts and assist in determining eligibility for training subsidies
    - schools for the purposes of delivering VET courses to the individual and reporting on these courses
    - the National Centre for Vocational Education Research for the purpose of creating authenticated VET transcripts, resolving problems with USIs and for the collection, preparation and auditing of national VET statistics
    - researchers for education and training related research purposes
    - any other person or agency that may be authorised or required by law to access the information
    - any entity contractually engaged by the Student Identifiers Registrar to assist in the performance of his or her functions in the administration of the USI system
    - will not otherwise be disclosed without the student's consent unless authorised or required by or under law
- The consequences to the student of not providing the Registrar with some or all of their personal information are that the Registrar will not be able to issue the student with a USI, and therefore Clinton Institute will be unable to issue a qualification or statement of attainment.

### 4. Storage and use of information

- Clinton Institute will store all records containing personal information securely and take all reasonable security measures to protect the information collected from unauthorised access, misuse or disclosure. Personal information will be stored in paper-based files that are kept in a locked filing cabinet and electronically in a secure environment to which only authorised staff have access.
- The personal information held about individuals will only be used to enable efficient student administration, provide information about training opportunities, issue statements of attainment and qualifications to eligible students, and to maintain accurate and detailed records of student course participation, progress and outcomes.

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- Clinton Institute may use the personal information provided by an individual to market other internal products and services to them. An individual may opt out of being contacted for marketing purposes at any time by contacting our office. Information will not be passed onto any third party marketing companies without the prior written consent of the individual.

## **5. Disclosure of information**

- The personal information about students enrolled in a Course with Clinton Institute may be shared with the Australian Government and designated authorities, such as the Department of Education and Training, DHA the TPS and other State/Territory government agencies (in relation to administering the ESOS Act and the Migration Act 1958), ASQA (the RTO's registering body) and its auditors, the USI Registrar (as per above), and the National Centre for Vocational Education Research (NCVER). This includes personal details, contact details, course enrolment information, unit outcomes, AQF certification and statement issuance and information about training participation and progress.
- Clinton Institute will not disclose an individual's personal information to another person or organisation unless:
  - They are aware that information of that kind is usually passed to that person or organisation.
  - The individual has given written consent.
  - Clinton Institute believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious threat to the life or health of the individual concerned or another person.
  - The disclosure is required or authorised by, or under, law.
  - The disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of public revenue.
- Any person or organisation to which information is disclosed is not permitted to use or disclose the information for a purpose other than for which the information was supplied to them.

## **6. Access to and correction of records**

- Individuals have the right to access or obtain a copy of the information that Clinton Institute holds about them including personal details, contact details and information relating to course participation, progress and AQF certification and statements of attainment issued.
- Requests to access or obtain a copy of the records held about an individual must be made by contacting our office using the Request to Access Records Form. The individual must prove their identity to be able to access their records.
- There is no charge for an individual to access the records that Clinton Institute holds about them; however a photocopying/printing fee of 20c per page applies if required. Arrangements will be made within 10 days for the individual to access their records.

## **7. Complaints about privacy**

- Any individual wishing to make a complaint or appeal about the way information has been handled within Clinton Institute can do so by following Clinton Institute's Complaints and Appeals Policy and Procedure.

## **Complaints and Appeals Policy**

### **1. Nature of complaints and appeals**

- Clinton Institute responds to all allegations involving the conduct of:
  - Clinton Institute, its trainers and assessors and other staff.
  - Any third-party providing Services on behalf of Clinton Institute and including education agents.
  - Any student or client of Clinton Institute
- Complaints may be made in relation to any of Clinton Institute's services and activities such as:
  - the application and enrolment process
  - marketing information
  - the quality of training/teaching and assessment provided
  - training/teaching and assessment matters, including student progress, student support and assessment requirements
  - the way someone has been treated
  - the actions of another student
- An appeal is a request for a decision made by Clinton Institute to be reviewed. Decisions may have been about:
  - course admissions
  - refund assessments
  - response to a complaint
  - assessment outcomes / results
  - other general decisions made by Clinton Institute

### **2. Principles of resolution**

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- Clinton Institute is committed to developing a procedurally fair complaints and appeals process that is carried out free from bias, following the principles of natural justice. Through this policy and procedure, Clinton Institute ensures that complaints and appeals:
  - Are responded to in a professional, consistent and transparent manner.
  - Are responded to promptly, fairly, objectively, with sensitivity and confidentiality.
  - Are able to be made at no cost to the individual.
  - Are used as an opportunity to identify potential causes of the complaint or appeal and take actions to prevent the issues from recurring as well as identifying any areas for improvement.
- Clinton Institute will inform all persons or parties involved in any allegations made as well as providing them with an opportunity to present their side of the matter.
- There are no charges for students to submit, a complaint or appeal to Clinton Institute or to seek information or advice about doing so.
- Nothing in this policy and procedure limits the rights of an individual to take action under Australia's Consumer Protection laws and it does not circumscribe an individual's rights to pursue other legal remedies.

### 3. Making a complaint of appeal

- Complaints about a particular incident should be made as soon as possible after the incident occurring and appeals must be made within thirty (30) calendar days of the original decision being made.
- Complaints and appeals should be made in writing using the Complaints and Appeals Form, or other written format and email to [complaint@clinton.edu.au](mailto:complaint@clinton.edu.au)  
When making a complaint or appeal, provide as much information as possible to enable Clinton Institute to investigate and determine an appropriate solution. This should include:
  - The issue you are complaining about or the decision you are appealing – describe what happened and how it affected you.
  - Any evidence you have to support your complaint or appeal.
  - Details about the steps you have already taken to resolve the issue.
  - Suggestions about how the matter might be resolved.

### 4. Timeframes for resolution

- The complaint or appeal will be acknowledged in writing by Clinton Institute, within ten (10) working days of lodgement.
- The complaints and appeals commencement of assessment will commence within ten (10) working days of lodgement.
- Complaints and appeals will be finalised as soon as practicable.
- Lodgement of an internal appeal must be made within sixty (60) days of the complaint outcome letter or assessment decision date.
- Lodgement of external appeal must comply with individual external agency criteria.

### 5. Resolution of complaints and appeals

- Some or all members of the management team of Clinton Institute will be involved in resolving complaints and appeals as outlined in the procedures.
- Where a complaint or appeal involves another individual or organisation, they will be given the opportunity to respond to any allegations made.
- Where a third party delivering services on behalf of the RTO is involved, they will also be included in the process of resolving the complaint or appeal.
- There are no associated costs for the student to lodge a complaint or internal appeal.
- The student is given the opportunity to formally present his or her case and be accompanied and assisted by a support person at any relevant meetings.
- In the case of an assessment appeal, an assessor who is independent from the original decision will assess the original task again. The outcome of this assessment will be the result granted for the assessment task.
- The complainant or appellant will be advised in writing of the outcome of the process and the reasons for the findings made.
- The enrolment status of student will be handled as follows:
  - For domestic students that choose to access this policy and procedure, Clinton Institute will maintain the student's enrolment while the complaints and appeals process is ongoing.
  - For international students, Clinton Institute will maintain a student's enrolment throughout the internal appeals processes without notifying DET via PRISMS of a change in enrolment status. In the case of an external appeals process it will depend on the type of appeal as to whether Clinton Institute maintains the student's enrolment as follows:
    - If the appeal is against Clinton Institute's decision to report the student for unsatisfactory course progress or attendance, the student's enrolment will be maintained until the external process is completed and has supported or not supported Clinton Institute's decision to report.



- If the appeal is against Clinton Institute's decision to defer, suspend or cancel a student's enrolment due to misbehaviour, Clinton Institute will notify DET via PRISMS of a change to the student's enrolment after the outcome of the internal appeals process

## 6. Independent Parties

- Clinton Institute acknowledges the need for an appropriate independent party to be appointed to review a matter where this is requested by the complainant or appellant and the internal processes have failed to resolve the matter. Costs associated with independent parties to review a matter must be covered by the complainant/appellant unless the decision to include an independent party was made by Clinton Institute.
  - For international students, the independent party is the Overseas Students Ombudsman. This service is free of charge. Where an international student is not satisfied with the outcome or conduct of the internal process, they are referred to the Overseas Students Ombudsman (OSO). See information under external complaint avenues.
  - Clinton Institute will provide complete cooperation with the external mediator investigating the complaint/appeal and will be bound by the recommendations arising out of this process.
  - The CEO will ensure that any recommendations made are implemented within twenty (20) days of being notified of the recommendations. The complainant or appellant will also be formally notified in writing of the outcome of the mediation, and any recommendations being actioned by Clinton Institute.

## 7. External complaint avenues

- Complaints can also be made via the following avenues:
  - National Training Complaints Hotline:  
The National Training Complaints Hotline is a national service for consumers to register complaints concerning vocational education and training. The service refers consumers to the appropriate agency/authority/jurisdiction to assist with their complaint. Consumers can register a complaint with the National Training Complaints Hotline by:
    - Phone: 13 38 73, Monday–Friday, 8am to 6pm nationally.
    - Email: [ntch@education.gov.au](mailto:ntch@education.gov.au)
  - Australian Skills Quality Authority (ASQA):  
Complainants may also complain to Clinton Institute's registering body, Australian Skills Quality Authority (ASQA). ASQA can investigate complaints about RTOs that have not met their obligations. ASQA may not be able to investigate complaint if you do not include evidence that you have already exhausted our formal internal complaints process as above.  
Please refer to the following webpage below before making a complaint to ASQA as it provides an online tool that will advise you about whether or not you can make a complaint to ASQA: <https://www.asqa.gov.au/complaints>
  - The Overseas Student Ombudsman (OSO)  
International students may complain to the OSO if their complaint is in relation to Clinton Institute:
    - refusing admission to a course
    - course fees and refunds
    - course or provider transfers
    - course progress or attendance
    - cancellation of enrolment
    - accommodation or work arranged by your provider
    - incorrect advice given by an education agent.
    - if you believe we have failed to take action or are taking too long to take some action. This might include (for example), failing to provide your results in the normal timeframe, or failing to provide services included your written agreement with Clinton Institute.  
The OSO may not be able to investigate your complaint if you have not already exhausted our formal internal complaints process as above.
    - Please refer to the following website if you are considering making a complaint: <http://www.ombudsman.gov.au/making-a-complaint/overseas-students#quality-of-education-provider>

## Fees and Refunds Policy

### 1. Protection of fees paid in advance

- Clinton Institute protects the fees that are paid in advance by international students.
- Student fee protection is ensured as follows:
  - All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.

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- Clinton Institute does not require international students to pay more than 50% of course fees prior to course commencement. However, Clinton Institute provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, Clinton Institute will require students to pay the full cost of the course prior to course commencement.
- Clinton Institute pays into the Tuition Protection Service (TPS) provided by the Australian Government. In the event that Clinton Institute is unable to deliver a course a student has paid for and does not meet the obligation to either offer a student an alternative course or pay a student a refund of the unspent prepaid tuition fees, the TPS will assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

## **2. Fees and refund information**

- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the Course Outline as well as Clinton Institute's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training/teaching, whichever is first.
- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3.
- Fee information provided to domestic and international students includes:
  - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
  - Any additional charges that may apply and the circumstances in which they apply
  - The potential for changes to fees over the duration of the course
  - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences)
- The Student Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and informs the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- Students have the right to a 'cooling off period' only if they signed up to a course as a result of 'direct approach' sales or marketing strategies, such as tele-marketing or door-to-door sales. As Clinton Institute does not use 'direct approach' sales or marketing, this is not applicable.

## **3. Inclusions in course fees**

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees include:
  - All of the training/teaching and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
  - Issuance of one set of certification documents including the testamur (certificate) and record of results or transcript for ELICOS students and/or for VET students only, a Statement of Attainment (in the case of withdrawal or partial completion).
- Non-tuition fees include:
  - Additional fees that apply for re-assessment \$200, where a student fails to achieve a satisfactory outcome after attempts at an assessment tasks – VET students only.
  - Re-issuance or additional copies of certification documents will attract a fee of A cost of \$60 per document applies as well as \$25 where international shipping is required.
  - Fees for deferral of study, late payment of tuition fees or other circumstances in which additional fees may apply.
- Course fees (tuition or non-tuition) do not include:
  - Textbooks or replacement textbooks if original copies are lost or misplaced.
  - Any optional textbooks and materials that may be recommended but not required to complete a course.
  - Stationery such as paper and pens.
  - Overseas Student Health Cover



- Airport pick ups
- Excursions
- Re-assessment if required, as outlined above.
- Credit card payment surcharges.

#### 4. Payments

- Payments can be accepted by electronic transfer, credit card or cheque.
- Credit card payments incur a surcharge of 1.6% per transaction.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- Clinton Institute reserves the right to suspend the provision of training/teaching and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees on time and without payment extension approved will receive two warnings regarding non-payment of fees and after that will be reported to DHA via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

#### 5. Refunds for international students

- All course fees for international students include non-refundable enrolment fee and non-refundable application fee which are detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below.
  - A full refund of any fees paid (including the deposit) will apply if Clinton Institute is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- **Circumstances in which a refund will be paid – FULL REFUNDS APPLY**

A full refund of any course fees paid will be provided to students in any of the following circumstances:

  - Defaults by Clinton Institute, where a course does not start on the starting date outlined in the Letter of Offer
  - If a student cannot commence the course because of serious illness from incident, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
  - At the discretion of Clinton Institute's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
  - If an offer of a place is withdrawn by Clinton Institute and this is not due to incorrect or incomplete information being provided by the student.
  - \$260 administration fee is applied for the refund application.
- **Refund process for full refunds**
  - In any of the above situations, Clinton Institute will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. Refunds will be issued within 28 business days.
- **Circumstances in which a partial refund will be paid – PARTIAL REFUND**
  - Partial refunds will be paid in the event of provider default (where a course does not start on the starting date). The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
  - Partial refunds will also be provided in the same manner as for provider default (as above) where Clinton Institute fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.
  - If an international student is refused a visa (student default) before commencing their course, fees received in respect to tuition will be refunded less a \$260 administration fee.
  - If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees as shown in your offer letter will not be refunded. However, tuition fees will be refunded from the day of the





student default /withdrawal, (as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014) less a \$260 administration fee.

- Withdraws from course of study (not default by Clinton Institute), the student must provide the formal Withdrawal Form and lodged via students registered email. Refunds for any withdrawal will be calculated based on the date the notice of withdrawal form and completed refund form and with all relevant documentation received by Clinton Institute and will be as indicated in the following:
    - Where a student withdraws from a course more than 4 weeks before course commencement, 70% of the paid tuition fee will be refunded less a \$260 administration fee.
    - Where a student withdraws from a course less than or equal to 4 weeks before course commencement, 50% of the paid tuition fee will be refunded less a \$260 administration fee.
    - Where a student withdraws from a course after the commencement of their initial course and even deferral, no refund is payable.
  - When default by Clinton Institute as course discontinued, if a student withdraws their course after the course has started and they have paid for units/clusters/modules that have not been commenced. A refund will be calculated on a per unit or cluster cost calculation as the course fee, less a \$ 260 administration fees.
- **Refund process for partial refunds**
    - Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
    - The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Clinton Institute to provide those services.
    - The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedure.
    - A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
  - **Circumstances in which a refund will not be paid – NO REFUND**
    - A student is not entitled to a refund in the following circumstances:
      - o Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
      - o Where Clinton Institute terminates the student's enrolment because of a failure to comply with Clinton Institute policies, misbehaviour or unsatisfactory course progress.
      - o Where a student withdraws from a course after the commencement of their initial course and even deferral, no refund is payable.

## 6. Outcomes of refund decisions

Clinton Institute will provide the outcome of the refund assessment in writing to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

Students will be advised that they may appeal the refund assessment following Clinton Institute's Complaints and Appeals Policy and Procedure.

## Cooling-off Period

No cooling off period is applicable for international students.



**Student:**

I acknowledge that I have read and understood this Agreement and hereby accept the offer made by Clinton Institute and agree to be bound by this Agreement.

I, hereby:

- ☐ Accept the offer as outlined in this Written Agreement
- ☐ Choose to pay in instalments as indicated in the payment schedule
- ☐ Choose to pay in full amount as indicated in the payment details
- ☐ Choose the following payment method for payment of fees:
  - ☐ Electronic Funds Transfer
  - ☐ Cheque
  - ☐ Credit Card within 1.6% surcharge

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

You must return this form with evidence of your payments to confirm your enrolment in the Clinton Institute.

**By Email:** [admission@clinton.edu.au](mailto:admission@clinton.edu.au)

**By Mail:** Clinton Institute  
Suite 1101, 343 Little Collins Street  
Melbourne VIC 3000 AUSTRALIA

Phone: 03 8394 2064