

RTO No: 91746 CRICOS Provider: 03248G Level 5&7, 140 Elizabeth Street Sydney NSW 2000

Ph: 02 9299 8766

Email: admin@sibn.nsw.edu.au

Web: www.sibn.nsw.edu.au

Written Agreement (Domestic Student)

ALL SECTIONS OF THIS DOCUMENT CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE STUDENT AND SIBN

SELECT COURSE	QUALIFICATION	COURSE DURATION
[]	BSB30120 Certificate III in Business (105567K)	52 Weeks
[]	BSB40120 Certificate IV in Business (105568J)	31 Weeks
[]	BSB50120 Diploma of Business (105569H)	52 Weeks
[]	BSB60120 Advanced Diploma of Business (105570D)	78 Weeks
[]	BSB40820 Certificate IV in Marketing and Communication (103549F) *	52 Weeks
[]	BSB50620 Diploma of Marketing and Communication (103550B)*	78 Weeks
[]	BSB60520 Advanced Diploma of Marketing and Communication (103551A)*	104 Weeks
[]	BSB40520 Certificate IV in Leadership and Management (103971C)	52 Weeks
[]	BSB50420 Diploma of Leadership and Management (104238B)	52 Weeks
[]	BSB60420 Advanced Diploma of Leadership and Management (105571C)	78 Weeks
[]	BSB80120 Graduate Diploma of Management (Learning) (103552M)	78 Weeks
[]	SIT30821 Certificate III in Commercial Cookery (111009A)	65 Weeks
[]	SIT40521 Certificate IV in Kitchen Management (109706E)	83 Weeks
[]	SIT40422 Certificate IV in Hospitality (110323K)	78 Weeks
[]	SIT50422 Diploma of Hospitality Management (110324J)	104 Weeks
[]	SIT60322 Advanced Diploma of Hospitality Management (110325H)	135 Weeks
[]	BSB30120 Certificate III in Business (105567K)	52 Weeks
ommencement O January O January] 06 February [] 03 Apr [] 08 May] 07 August [] 02 October [] 06 November Date in 2024: [] 05 February [] 01 Apr [] 06 May] 05 August [] 30 September [] 04 November	N, and receipts of any payments of tuition fees o
	ploma of Management (Learning): Date in 2023: [] 03 Apr [] 03 July [] 02 October	



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PART A: P	ersonal de	tails								
Unique Stu	dent Identi	ifier (USI)							
]
]
* Please go	to Part D	to comple	ete USI a	pplication	n if you d	o not alre	eady have	e one and	l you wo	uld like SIBN to apply on your behalf
1. Enter y	our full na	ame								
		ingle nam rite your						ne only t	hat cann	ot be written in the following format.
	F	Family na	me (surn	ame)						
	F	First giver	n name							
		Second gi	ven name	e (middle)					
names, exact form for a de	tly as writ	t ten in th lanation.								your name, including any middle section on the USI at the end of this
	•									
Zi Ziivei y		Day/mont	h/year							
3. Gender	(Tick ON	E box on	ıly)							
	<u> </u>	Male			_					
	F	Female			_					
		Other			_					
4. Enter y	our contac	ct details	in Austr	alia						
Home p	hone				_ Work	phone				
Mobile_					Ema	il address	S			
Alternat	ive email a	address (o	ptional)_							
Person t	o Contact	in an Em	ergency							
Name _					Rela	tionship_				
Mobile_					_ Emai	l address				
Please p		physical	address (street nu	mber and					ou usually reside rather than any
_	-		-		_					ng to your home. Iddressing' or 'numbering' system as

your residential street address.



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Street or lot number (e.g. 205 or Lot 118)	
Street name	
Suburb, locality or town	
State/territory	
Postcode	
nat is your postal address (if different f	rom above)?
	rom above)?
Flat/unit details Street or lot number (e.g. 205 or Lot	rom above)?
Flat/unit details Street or lot number (e.g. 205 or Lot 118)	rom above)?
Flat/unit details Street or lot number (e.g. 205 or Lot 118) Street name	rom above)?
hat is your postal address (if different f Flat/unit details Street or lot number (e.g. 205 or Lot 118) Street name Suburb, locality or town State/territory	from above)?



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-	PART B - EDUCATION AND EXPERIENCE	- 1			
Uea					
Have you enrolled in a similar course elsewhere? [No] (If you have you may be eligible for a credit transfer or Recognition of Prior Learning – contact the Director of Studies for further information)					
(11.3	That's you may be eligible for a clear transfer of recognition of those balling contact the birector of oldates for faring morniage				
Hav (If y	you been employed in the area covered by the course applied for? No Yes No No No No No No No N)			
Whe	e did you hear about us?				
	e make sure you refer to the specific entry requirements that apply to the course you are applying for. These requirements are detail	ed			
in th	student information handbook. All courses require applicants 18 years or above.				
	information we must collect from you.				
	ollowing information is required as part of a Registered Training <u>Organisations</u> delivering involvement in the Vocational Education a ng Sector Information provided by students may be made available to Commonwealth and State agencies and third parties employ				
	ng Sector Information provided by students may be made available to Commonwealth and State agencies and third parties employ ise agencies pursuant to obligations under the Australian Quality Training Framework. Students are entitled to view their own person				
	nation held by The Registered Training Organisation. Please apply to the Academic Coordinator if you wish to view your own records				
Lan	uage and Cultural diversity				
1.	In which country were you born?				
2.	Australia Other-please specify	201000			
4.	Do you speak a language other than English at home? No, English only - Go to the question 3				
	Yes Other-Please specify				
3.	How well do you speak English	83			
	□ Very well				
	□ Well □ Not well				
	□ Not well				
4.	Are you of Aboriginal of Torres Strait Islander Origin?				
	□No				
	Yes, Aboriginal				
	Yes, Torres Strait Islander				
2000	ility				
5.	lo you consider yourself to have a disability, impairment or long-term condition?				
] Yes				
] No				
0.	YES then please indicate the areas of disability, impairment or long-term condition (you may indicate more than one area)				
] Hearing/deaf				
] Physical] Intellectual				
	Learning				
	Mental Illness				
	Acquired Brain Impairment				
	Vision Medical Condition				
	Other				
Sch	oling				
7	What is your highest COMPLETED school level? (Tick one box only)				
	Year 12 orequivalent				
	Year 11 or equivalent				
	Year 10 or equivalent				
] Year 9 or equivalent] Year 8 or below				
	Thear of or below Never attended school				
8. Ir	which year did you complete the above school level?				
25 6	you still attending secondary school?				
] Yes				
	Table 1				



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307 70	SECTIONS OF THIS DOCUMENT CONSTITUTE THE WRITTEN AGREEMENT BETWEEN	N THE STUDENT AND SIDIN
	ous qualifications achieved	
	ave you successfully completed any ofthe following qualifications?] Yes] No	
	YES, then tick ANY applicable boxes Bachelor Degree or higher degree Advanced Diploma or Associate Degree Diploma (or Associate Diploma) Certificate IV (or Advanced Certificate/Technician) Certificate III (or Trade Certificate) Certificate II Certificate I Certificate I Certificates other than the above	
Emplo	pyment	
	if the following categories, which BEST describes your current employment s lick ONE box only.)	tatus?
	Full-time employee Part-time employee Self employed – not employing others Employer Employed – unpaid worker in a family business Unemployed – seeking full-time work Unemployed – seeking part-time work Not employed – not seeking employment	
Study	/ reasons	
	Of the following categories, which BEST describes your main reason for unde Tick ONE box only)	rtaking this course/traineeship/apprenticeship
	To get a job To develop my existing business To start my own business To try for a different career To get a better job or promotion	☐ It is a requirement of my job ☐ I require extra skills for my job ☐ To get into another course of study ☐ Egg personal interest ☐ For self development ☐ Other reasons

PART C – FEES				
Tuition Fee (from first page of application)	A\$			
CoE Re-issuance Charges (Excepting Visa rejection)	A\$ 100 /per Coe			
Application Fee (not refundable)	A\$ 200			
Admin. Processing fee for visa rejection case	A\$ 250			
Material fee (per term)	A\$ 50			
Assessment re-sit fee	A\$ 50			
Late payment fee (per week)	A\$ 100			
Total Fees	A\$			

Please make your payment by Bank Draft to IBN College Pty Ltd. T/A SIBN No obligation is created on SIBN until funds are cleared and an official receipt is issued.

* Materials Fee is including Study Materials

Acceptance Procedure:

- 1. As soon as decision is made on your eligibility you will be informed of the outcome
- 2. If your application is successful you will receive a copy of this countersigned Student Written Agreement and a Letter of Offer stating the course, for which you have been accepted, courses fee to be paid, commencement date and Overseas Student Health Cover information.
- 3. When you have paid your fees a Confirmation of Enrolment will be sent to you, and SIBN will have Department of Home Affairs advised within 14 days



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Refund of tuition fee less A\$250 Admin.

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Written Agreement (International Student)

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PART D - REFUNDS

- 1 The request for refund must be made in writing to the Chief/Principal Executive Officer by using the Refund Application Form. The Applicant confirms that all the information provided in this application is complete and correct.
- 2 The Applicant agrees to be bound by SIBN rules and regulations in force from time to time and otherwise to follow acceptable codes of behaviour, attendance and academic performance and show a concern for other students.
- 3 All fees and charges must be paid in full prior to course commencement unless a "payment plan" is arranged with SIBN. Student tuition fees are safeguarded through the use of insurance and assurance schemes mandated by Australian Legislation.
- 4 A non-refundable Enrolment/Application fee and CoE issuing fee (exclusive of tuition fees and material fees) is required at the time of enrolment and this guarantees your place in the course. The enrolment deadline is 10 working days after the commencement of the course.
- 5 Students, who fall behind in the payment of their fees or fail to pay their tuition fee on the due date, may be charged a late payment fee of \$100.00 per week or may be refused training and assessment services and any requests until such times as the fees are paid and up-to-date. Please note that students will be required to maintain academic course progress in consultation with the Academic Coordinator. Should fees remain overdue for more than one day after the due date
- 6 SIBN will inform the student of their intention to report them for non-payment of fees to DHA via PRISMS.

 No refunds will be paid to a third party unless it is indicated at the time the Refund Application Form is lodged, that any refunds due are payable to a third party.
- 7 Where a refund is approved, SIBN College will make payment of refunds within 28 days of receipt of the Refund Application Form.
- 8 In the case of default by SIBN College, the provisions of the ESOS Act 2000 and the ESOS Regulations 2019 apply. For further information about the ESOS Act please see

https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx

Visa rejected (Offshore or onshore student before commencement of the

Course) Processing Fee (Refer Part C) 100% refund of material fee Visa rejected (Onshore student after commencement of the course) Charged according to the study period and No refund of Material fee. Less A\$250 Admin Withdrawal notified in writing and received by SIBN 28 days or more prior to 70% refund of tuition fee 100% refund of material fee Withdrawal notified in writing and received by SIBN less than 28 days prior to 50% refund of tuition fee course commencement and before the commencement date 100% refund of material fee Withdrawal notified in writing and received by SIBN on the commencement date No refund of tuition fee or after the course commences OR in case of deferment of course by the No refund of material fee

9 This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

The Standards for RTOs require the Institute to inform students considering enrolment of their right to a statutory cooling off period. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty.

It must be noted that our Institute does not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period in not applicable to our students who have enrolled into a course. For refund option in other circumstances, students must refer to the refund policy.

- 10 In the unlikely event that SIBN is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by SIBN at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If SIBN is unable to provide a refund or place you in an alternative course the Tuition Protection Service (TPS) will be responsible for providing refunds or providing assistance to locate an alternative.
- 11 Fees not listed in the refund section are not refundable. Prior to a student enrolling fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.
- 12 Students wishing to defer the commencement of studies or suspend their studies must complete deferral or suspension form and submit to SIBN. SIBN may decide to suspend or cancel a student's enrolment on its own initiate as a response to misbehavior by the student. Deferral of commencement, suspension of enrolment and cancellation of enrolment have to be reported to Department of Home Affairs and may affect the status of a student visa.
- 13 Students must notify SIBN of changes of address, telephone number, email address and fax number within 7 days they occur. Failure to do this may mean student do not receive important information which may affect their course, their enrolment or the visa.



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PART E - Terms and Conditions

Course commencement

If a student fails to commence the course within 14 days of the nominated course start date, the Institute will notify Department of Home Affairs via PRISM. Any student cannot commence the course due to visa rejection or any other circumstances faced by the student after being issued a visa, the student must inform the Institute immediately.

Academic Progress

Students must maintain satisfactory academic progress at all times. All the courses are scheduled 20 hours per week (15 hours of face-to-face classroom based and 5 hours of online based delivery). Students are expected to attend classes regularly to maintain satisfactory course progress each term.

Attendance Monitoring

All students must attend their schedule classes to maintain satisfactory academic progress. They must have a minimum of 80% attendance at all times throughout their enrolment periods. If an overseas student is making satisfactory progress in their course without attending scheduled classes then the course duration will be shortened to the minimum duration required given the student's existing skills and knowledge, while maintaining the minimum scheduled course contact hours (20 hours) per week. Please note that, the regulator (ASQA) may, at any time, require a training provider (SIBN) to implement policies and procedures to monitor minimum attendance requirements and if students don't meet these requirements, they will be in breach of a condition of their visa.

Overseas Student Health Cover (OSHC)

All International Students are required to pay Overseas Student Health Cover (OSHC) and maintain cover for the full length of their visa. It is also the student's responsibility to check the conditions of this health cover.

Issuing of Certificates and Delivery

SIBN is solely responsible for the delivery of all courses and for the issuance of their certifications.

Complaints and Appeals Policy

Students have access to a Complaints and Appeals procedure if they feel they have been unjustly treated or have a serious complaint. Students who feel they have any type of complaint should first contact the Administration Manager. If necessary the complaint will be referred to the Principal Executive Officer in order to resolve the situation. A student dissatisfied with an activity or a decision regarding their academic outcomes can voice their concerns to the staff member concerned and, if appropriate, appeal to the Principal Executive Officer.

If students are still dissatisfied with the outcome of the complaint / grievance / appeal then students may lodge an external appeal or complain about the decision with the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider. See the Overseas Students Ombudsman website http://www.ombudsman.gov.au/How-we-can-help/overseas-students or phone 1300 362 072 for more information.

Student Code of Conduct

All people associated with SIBN have the same rights. Harassment, bullying and victimisation will not be tolerated at SIBN. Discrimination on any grounds is unacceptable. Students who feel that they are being sexually harassed or are the victims of any sort of racism should initially contact the Administration Manager. If the complaint is sufficiently serious, the Principal Executive Officer may establish a formal inquiry and/or refer to external authorities.

Change of Address and Contact Details

Upon arriving in Australia you are required to advise us of your residential and email address, telephone number and of any subsequent changes to these contact details. It is your responsibility to ensure that you always update your contact details at the Institute to ensure you receive important information about your course, fees receipts and any other important information at least every 6 months.

Privacy Notice

Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

How we disclose your personal information

We are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

How the NCVER and other bodies handle your personal information

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market. The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at www.ncver.edu.au/privacy.



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If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DESE is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at https://www.dese.gov.au/national-vet-data/vet-privacy-notice.

Surveys

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

Contact information

At any time, you may contact SIBN to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

SIBN contact details-

Level 5 & 7, 140 Elizabeth St. Sydney, NSW 2000 Tel: +612 9299 8766 E-mail: <u>info@sibn.nsw.edu.au</u>

Website: www.sibn.nsw.edu.au

To access SIBN's privacy policy, please refer to the Student Handbook available on our website

Disclosure of Personal Information

Information is collected during your enrolment in order to meet our obligations under the ESOS Act and the National Code, to ensure student compliance with the conditions of their visa and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2019 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS).

In other instances, information collected during your enrolment can be disclosed without your consent where authorised or required by law, this may include and the circumstance of any suspected breach by the student of a student visa condition.

PART F -Student declaration

I understand the terms of this Contract and the refund conditions and confirm that I have been fully advised of the fees, refund conditions and conditions of enrolment and agree to be a student at SIBN. I also consent to the collection, use and disclosure of my personal information in accordance with the National VET Data policy

Information is collected on this form and during your enrolment in order to meet SIBN obligations under the ESOS Act and the National Code 2018; and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2019 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS). In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

Applicant Signature	Date /			
PART G – PROVIDER ACCEPTANCE				
Accepted by IBN College Pty Ltd T/A SIBN				
Signed	Date /			
Name of the authorized SIBN employee accepting the application				