



Vibe College is the trading name of Adore Education Pty Ltd

ABN 66 088 173 433 | RTO 31652 | CRICOS 03500M

[www.vibecollege.edu.au](http://www.vibecollege.edu.au)

# International Student Handbook

BRISBANE

Level 3, 288 Edward Street

Brisbane, QLD 4000 Australia

+61 7 3088 6644

[info@vibecollege.edu.au](mailto:info@vibecollege.edu.au)

OFFICE USE ONLY			
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## HANDBOOK DISCLAIMER

This Student Handbook contains information that is correct at the time of printing. Changes to Legislation and/or Vibe College Policy may impact on the currency of information included. Vibe College reserves the right to vary and update information without notice. You are advised to seek any changed information and/or updates from your trainer or by contacting Vibe College.

This Handbook has been produced as a resource to assist students to understand their obligations and those of Vibe College. Please carefully read the information contained in this guide. All students need to read, understand, be familiar with, and follow the policies and procedures outlined in this handbook.

## IMPORTANT CONTACTS

DEPARTMENT	EMAIL	TELEPHONE
General Enquiries & Student Support Officer	<a href="mailto:info@vibecollege.edu.au">info@vibecollege.edu.au</a>	07 3088 6644
IT Support	<a href="mailto:it@vibecollege.edu.au">it@vibecollege.edu.au</a>	07 3088 6644
Accounts	<a href="mailto:accounts@vibecollege.edu.au">accounts@vibecollege.edu.au</a>	07 3088 6644
Marketing and Enrolments	<a href="mailto:offer@vibecollege.edu.au">offer@vibecollege.edu.au</a>	07 3088 6644

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RTO Code: 31652

CRICOS Code: 03500M ABN: 66 088 173 433

Level 3, 288 Edward Street

Brisbane QLD 4000

Australia

**V I B E**  
**C O L L E G E**

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- enhance the transparency of Vibe Colleges' operations. .... 66

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V I B E  
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## WELCOME FROM THE DIRECTOR

### Welcome to Vibe College

We trust you will find the time learning with us challenging and rewarding.

Our aim is to equip you with the knowledge, skills, and confidence you need to enter the workforce or to undertake further studies.

This Handbook is designed to introduce you to Vibe College and provide essential information about our college.

Vibe College has responsibilities related to the standard of courses, their delivery and assessment. In addition, Vibe College has responsibilities regarding the welfare of students and their educational interests.

As a student, you also have responsibilities towards the College, your colleagues, and the College staff to ensure everyone has the opportunity to achieve their goals and perform to the best of their abilities.

It is your responsibility as a student to ensure that you have read and understood all policies and procedures, and to seek clarification from your trainers and/or administrative staff when necessary. All policies will be covered during induction. If you have questions at any time, please ask your trainer or any other college staff for assistance.

The quality of your experience with Vibe College depends largely on your motivation and commitment.

We look forward to assisting you in achieving your goals.

### Bikash Pandey

Principle Executive Officer

Vibe College



## 1. RELEVANT LEGISLATION AND AUTHORITIES

In Australia, only Registered Training Organisations (RTOs) can issue nationally recognised qualifications. Our RTO provider code is 31652.

Vibe College also provides training to overseas students and is registered with the Commonwealth Register of Institutions and Courses for Overseas Students. Our CRICOS Code is 03500M.

As an RTO and a provider of training to overseas students, Vibe College is required to adhere to legislation designed to uphold the integrity of nationally recognised qualifications.

Vibe College is responsible for the quality of the training and assessment in compliance with Standards for Registered Training Organisations 2015, and for the issuance of the Australian Qualifications Framework (AQF) certification documentation. The Standards are enabled by the National Vocational Education and Training Regulator Act 2011 (NVR Act), which aims to:

- provide national consistency in regulation of the VET sector, using a standards-based quality framework and a risk-based approach.
- promote quality, flexibility, and innovation in VET.
- promote Australia's reputation for VET locally and overseas.
- promote a VET system that meets Australia's social and economic needs.
- protect students undertaking or proposing to undertake VET in Australia.
- ensure access to accurate information regarding the quality of VET.

**Students are to be advised that all actions required under the applicable legislation, Regulations and Codes are not subject to the discretion of the College and are required by law. This includes (but not limited to):**

Education Services for Overseas Students Act (ESOS Act) 2000

<https://www.legislation.gov.au/Details/C2017C00292>.

The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (the National Code).

[https://www.legislation.gov.au/Details/F2017L01182/Html/Text#\\_Toc487026943](https://www.legislation.gov.au/Details/F2017L01182/Html/Text#_Toc487026943)

The Tuition Protection Service (TPS)

<https://tps.gov.au/StaticContent/Get/StudentInformation>

The Australian Skills Quality Authority (ASQA)

<https://www.asqa.gov.au/>

Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)

<https://www.studyinaustralia.gov.au/>

Workplace Safety Act 2011

<https://www.legislation.gov.au/Details/C2011A00137>

Anti-Discrimination Act 1991

<https://www.legislation.qld.gov.au/view/pdf/2017-06-05/act-1991-085>

Migration Act 1958

<https://www.legislation.gov.au/Details/C2017C00384>

National Vocational Education and Training Regulator Act 2011

<https://www.legislation.gov.au/Details/C2011A00012>

Privacy Act 1988

<https://www.legislation.gov.au/Details/C2017C00283>

Disability Discrimination Act 1992

<https://www.legislation.gov.au/Details/C2017C00339>

## 2. CAMPUS LOCATION AND INFORMATION

### Vibe College – Brisbane Campus

Level 3, 288 Edward Street

Brisbane, QLD 4000 Australia

+61 7 3088 6644

[info@vibecollege.edu.au](mailto:info@vibecollege.edu.au)

[www.vibecollege.edu.au](http://www.vibecollege.edu.au)

Vibe College operates from its campus in Brisbane, Queensland, Australia.

Strategically located at the heart of the Brisbane CBD, public transport is easily accessible to travel to campus by bus and train networks or even City cats (Brisbane ferries). Taxis and car services operate Australia-wide, bicycle and scooter facilities and car parking can be found nearby.

Creating a comfortable, accessible, and resourceful environment for all students is one of our top priorities.

Our campus has lunchroom facilities, which includes a fridge, microwave. We also have Table Tennis for students to use with their college peers during break times.

Note: In the event of a pandemic, these facilities will not be available.

Vibe College is proud of its excellent teaching facilities where classrooms are fully furnished with projectors in an air-conditioned environment. Several Computers labs are available and are connected to high-speed internet. Power points are also available to recharge electric devices such as laptops and phones (please bring your own charger). Course material can be accessed online through a learning platform, which will be made available to you from the start date of your course.

Please see campus reception to connect to our free Wi-Fi.

## 3. STUDENT SUPPORT SERVICES

Vibe College ensures that staff members who interact directly with overseas students are aware of the provider's obligations under the ESOS Framework. Vibe College's Student Support Officers are available to provide relevant and up-to-date information concerning all students.

Students can be provided with contact details for any matters that require further follow up with relevant professionals. Such referrals are provided by Vibe College at no cost to the student, but fees and charges may apply where an external service is used by the student (as clarified with the student prior to using the service).

Students are able to gain advice and support in ensuring they maintain appropriate academic levels within their studies, in addition to support for personal and welfare issues. Students can access information regarding all support services by speaking with their trainer, student services or Principal Executive Officer (PEO).

## 4. ACCESS AND EQUITY

Vibe College staff will show no discrimination towards any group or individuals in any form, inclusive of gender, pregnancy, race, colour, nationality, ethnic or ethno-religious background, marital status, physical or intellectual or psychiatric disability, or any organism capable of causing disease, homosexuality (male or female, actual or presumed), and age (in relation to compulsory retirement).

Vibe College staff have the responsibility to:

- Work to the best of their ability to provide quality service to students and colleagues.
- Recognise and respect the skills and talents of other staff members.
- Act to prevent harassment, discrimination and bullying against others in our workplace.
- Respect cultural and social differences among colleagues and students.
- Treat people fairly (Do not discriminate against, harass, or bully them).

## 5. HARASSMENT, VICTIMISATION AND BULLYING

Vibe College is committed to the delivery of training in a non-discriminatory and equitable learning environment. Vibe College will not tolerate any form of unlawful discrimination, harassment or bullying by any staff member or student.

Students wishing to lodge a complaint regarding discrimination or harassment should contact the Operations Manager immediately and it will be investigated promptly, impartially, confidentially, and thoroughly.

All students should note that if Vibe College becomes aware of any discriminatory behaviour or harassment, it may of its own initiative take disciplinary action against the student involved even though a complaint has not been made regarding the student's conduct.

Vibe College agrees to abide by the Anti-Discrimination Act 1977 to protect all Vibe College staff and students from any form of discrimination, harassment, or bullying.

## 6. PRE-ENROLMENT INFORMATION

A Pre-Enrolment Guide is available online, on our website, for review by all international students, as a guide to support student through the enrolment process. This guide aligns to the International Student Handbook which sets out the policies and procedures for Vibe College, providing a comprehensive guide for all international students.

As a condition of enrolment, all international students and prospective international students are required to read this information carefully to fully understand how the College operates and where they can find information to assist them throughout their enrolment with Vibe College.

### 6.1 Living Costs in Australia

Knowing the average living costs in Australia is an important part of your preparation for living and studying in Australia. The costs below are an approximate guide only, and you should be aware that these costs may vary depending on your study location in Australia.

'Insider Guides Cost of Living Calculator' helps estimate your cost of living in Australia:  
[www.insiderguides.com.au/cost-of-living-calculator/](http://www.insiderguides.com.au/cost-of-living-calculator/)

Below are some estimations of the cost of living in Brisbane.

### Accommodation

- Hostels and Guesthouses - from \$20 per night to \$150 per week
- Shared Rental - \$150 to \$250 per week
- Homestay - \$235 to \$325 per week
- House Rental - \$450 - \$700 per week
- Apartment Rental - \$300 - \$500

### Other living expenses

- Groceries and eating out - \$100 to \$280 per week
- Gas, electricity - \$35 to \$140 per week
- Phone and Internet - \$20 to \$55 per week
- Public transport - \$15 to \$55 per week
- Car (after purchase) - \$150 to \$260 per week
- Entertainment - \$80 to \$150 per week

## 6.2 Health and Safety in Australia

Australia is generally a very safe and welcoming place to live and study, but it is still important to understand your new environment to ensure you have a safe and happy stay. The following website: <http://www.australiatravelsearch.com.au/trc/health.html> helps to provide you with information regarding Health insurance, medicinal products, safety on the roads, safety at the beach and personal safety tips.

## 6.3 Vibe College Covid19 Safety Plan

Vibe College has implemented a COVID19 Safety Plan to help keep our staff and students as safe as we possibly can, and to also keep our students informed of **best practice** to maintain this plan into the future.

We need every person to be aware of what is required at Vibe College to ensure a safe, clean, and healthy environment during the ongoing situation with COVID-19.

Firstly, we need everyone to remain informed of advice and restrictions relating to COVID-19 in Queensland. We will continue to notify students via email of any changes to restrictions and operational changes that may affect attending Vibe College.

Please use the link below to keep yourself informed of any changes regarding the Pandemic:

<https://www.qld.gov.au/health/conditions/health-alerts/coronavirus-covid-19/current-status/public-health-directions>

Here are some tips we should all practice:

- **Wear a Face mask when advised by Health Authorities and where social distancing is not possible. Carry a facemask with you at all times.**
- **Don't touch your mask when wearing it (you may transfer germs)**
- **Social distancing is the gold standard of COVID-19 prevention methods so always try to maintain the distance of 1.5 m between yourself and others.**

- Wash your hands regularly with soap and water.
- Use Hand Sanitiser when soap and water is not accessible.
- Cover your mouth when coughing and sneezing, dispose of tissues in bin and wash your hands or sanitise.
- If unwell, stay at home and notify Vibe College on 07 3088 66 or email us at [info@vibecollege.edu.au](mailto:info@vibecollege.edu.au)
- Seek medical advice if unwell for more than 24 hours.
- Follow advice given by medical professionals and Health Authorities.

The following is a list of some important telephone numbers and websites that students may find useful during their time at the College.

## 7. IMPORTANT NUMBERS YOU MAY NEED

Element	Location	Phone Number
<b>On Campus Resources</b>		
Vibe College	Brisbane	(+61) 7 30886644
Student Support Officer (for urgent support, after hours contact only)	Brisbane	0479 058 799
<b>Off Campus Resources</b>		
Emergency (Police, Fire, Ambulance)		000
<b>Non-Emergency Contact</b>		
Queensland- Police link		131 444
Telephone Interpreter Service (TIS)		1800 131 450
Department of Home Affairs <a href="https://www.homeaffairs.gov.au/trav/stud">https://www.homeaffairs.gov.au/trav/stud</a>		131 881
About Australia: <a href="http://australia.gov.au/about-australia">http://australia.gov.au/about-australia</a>		
Transportation in Brisbane: <a href="http://www.translink.com.au">www.translink.com.au</a>		
Mental Health Beyondblue		1300 22 4636
<b>24-hour Counselling Hotlines</b>		
Lifeline		131 114
Suicide Helpline		131 114
Public holidays in Australia: <a href="http://australia.gov.au/topics/australian-facts-and-figures/public-holidays">http://australia.gov.au/topics/australian-facts-and-figures/public-holidays</a>		
Australia's banking system (major banks) <ul style="list-style-type: none"> <li>• Commonwealth Bank: <a href="http://www.commbank.com.au">www.commbank.com.au</a></li> <li>• Westpac Banking Corporation: <a href="http://www.westpac.com.au">www.westpac.com.au</a></li> <li>• Australia and New Zealand Banking Group: <a href="http://www.anz.com.au">www.anz.com.au</a></li> <li>• National Australia Bank: <a href="http://www.nab.com.au">www.nab.com.au</a></li> </ul>		
Australian Taxation Office (ATO): <a href="http://www.ato.gov.au">www.ato.gov.au</a>		
Job search: <ul style="list-style-type: none"> <li>• SEEK: <a href="http://www.seek.com.au">www.seek.com.au</a></li> <li>• MyCareer: <a href="http://mycareer.com.au">http://mycareer.com.au</a></li> </ul>		

<ul style="list-style-type: none"> <li>Indeed: <a href="https://au.indeed.com/">https://au.indeed.com/</a></li> </ul>	
National Sexual Assault, Domestic Family Violence Counselling Service	1800 737 732
Alcohol & Drug Information	1800 177 833
Community Legal Centres	(07) 3392 0092
<b>Queensland Hospitals</b>	
Mater Hospital	(07) 3163 8111
Prince Charles Hospital	(07) 3139 4000
Princes Alexandra Hospital	(07) 3176 2111
Royal Brisbane Hospital	(07) 3646 8111
QE II Hospital	(07) 3182 6111
Wesley Hospital	(07) 3232 7000
Logan Hospital	(07) 3299 8899
Gold Coast University Hospital	1300 744 284
<a href="http://www.easyvisit.com.au/">Find a Doctor Near You - Doctors Near You - www.easyvisit.com.au/</a>	

## 8. STUDENT ENROLMENT POLICY AND PROCEDURE

### 8.1 Scope

This policy applies to assessing international students' enrolment with Vibe College's courses of study and outlines the process of assessing and documenting requests for students' English language proficiency, as required by the National Code of Practice for Providers of Education and Training to Overseas Students 2018 Standard 2.

### 8.2 Policy

All international students will be able to view this policy prior to enrolment in order to inform the student of the basis on which applications are accepted. The purpose of this procedure is to define the system used to assess international students' English language proficiency as required by the National Code of Practice for Providers of Education and Training to Overseas Students 2018 Standard 2, as well as academic qualifications and/or work experience required by Vibe College to enter one of its promoted courses.

This policy is available on the Vibe College website under Downloads: [www.vibecollege.edu.au](http://www.vibecollege.edu.au)

### 8.3 Definitions

- **English Language Proficiency:** English Language Proficiency is the ability of students to use the English language to make and communicate meaning in spoken and written contexts while completing their program of study.
- **Academic Proficiency:** Academic standards students must meet set standards to be considered academically successful to enter a course.

### 8.4 International Students to Meet Entry Requirements

International students must meet the minimum Age, English, and Academic entry requirements of the course they are applying for. The details are listed on Vibe College's course webpages, course flyers, and the corresponding Letter of Offer. All entry requirements are drawn from the relevant curriculum document or training and assessment strategy, as issued by the Compliance and Training Department.

## 8.5 Age Requirement

At the time of application, international students must be 18 years and older to be admitted into the College programs.

## 8.6 English Language Proficiency Level Requirement

### *Certificate III Level:*

- students must provide evidence of attaining an overall IELTS score of 5.0 or equivalent scores on a similar test (such as TOEFL, PTE etc.); or
- attained at least Intermediate Level of English and must provide evidence of the same; or
- student must pass Vibe College's relevant Internal English Placement Test

### *Certificate IV, Diploma and Advanced Diploma Level:*

- student must provide evidence of attaining an overall IELTS score of 5.5 bands or equivalent scores on a similar test (such as TOEFL, PTE etc.); or
- student must have attained at least Upper Intermediate Level of English and must provide evidence of the same; or student must pass Vibe College's relevant Internal English Placement Test

## 8.7 Academic Requirement

### *Certificate III Level:*

- have completed at least an Australian year 11 or equivalent.
- must pass Vibe College's internal LLN/ English Placement test.

### *Certificate IV, Diploma and Advanced Diploma Level:*

- depending on upon the nationality of the student year 11 (Australian equivalent year 11) may be sufficient - please check with Vibe College prior to enrolment
- have completed at least an Australian year 12 equivalent.
- must pass Vibe College's internal LLN/ English Placement test.

## 8.8 Students Enrolment Procedure

1. All enquiring students will be informed of where to access course information and relevant policies and procedures by either being directed to Vibe College's website ([www.vibecollege.edu.au](http://www.vibecollege.edu.au)) or receiving a copy of the marketing material such as course flyers.
2. In order to study at Vibe College, all enquiring students must complete (in full) and sign the Vibe College International Student Application Form. The application form can be downloaded from: <https://vibecollege.edu.au/downloads/>
3. The prospective student must submit attested copies of academic documents, resume, passport, and English Test Result such as IELTS/TOEFL/PTE or similar (if these tests are not available depending upon the Nationality of the student, they can request to take an Internal English Placement Test via their education agent or directly at Vibe College).
4. The above, along with the application form, may be submitted directly by the prospective student or by an education agent on their behalf.
5. Admissions staff will assess proof of English proficiency and academic/work experience in line with the accepted list of evidence within this document for the course/s applied. Staff may need to communicate further with the student and/or agent in order to secure the correct evidence.
6. Entry Requirements have been set in place to ensure that all individuals who gain entry into a Nationally Accredited Program have the appropriate skills and abilities they require to be successful in their studies. Some courses may have higher entry requirements. Please check specific course brochures for more information. Please also check with our Admissions staff about any country specific English requirements.



The following outlines entry requirements for international students intending to undertake study at Vibe College.

7. Where a prospective student is unable to provide the required evidence, Admissions staff will ensure that they are sent a unique email link and login to access Vibe College's Internal English and academic entry test. This test assesses the four macro-language skills of speaking, writing, reading, and listening and is available via Vibe College's online learning platform Moodle. The test is benchmarked to literacy and numeracy (ACSF) standards for intending VET students.
8. If the intending student is not successful on the test, they and/or their agent will be informed of the result via email as soon as practicable. The International team may then provide them with alternative study options.
9. If the intending student is successful in meeting the minimum course entry requirements, they and/or their agent will be informed of the result via email as soon as practicable. The remainder of the application will be assessed according to the Admissions procedures stated within the Student Handbook and on Vibe College's website.
10. Note: All documents that are submitted upon application for enrolment at the College must be translated into English and be certified a true copy of the original.
11. Admin Staff also check if the overseas qualifications meet the requirements on these websites:
  - Overseas qualification recognition – Assessing your qualifications: <https://training.qld.gov.au/training/osqrecognition/assessqual>
  - Qualifications Recognition by Australian Government <https://internationaleducation.gov.au/services-and-resources/pages/qualifications-recognition.aspx>
12. Once the application is received, Vibe College will assess and issue a conditional offer letter.
13. Once your application has been assessed and approved by Vibe College Admissions staff, a conditional offer letter is sent out which includes instructions on how to accept your offer, pay your tuition and Overseas Student Health Cover (OSHC) fees, and any conditions that must be met before we can issue your Confirmation of Enrolment (CoE).
14. Offshore students may be interviewed on Skype to determine if students satisfy GTE requirements. Offshore students may be asked to submit financial documents from the sponsors, statement of purpose (SOP) and financial sponsorship declaration form. Once everything is received and the assessing officer is satisfied, he/she would advise you to deposit the tuition fee. Please remember to have your reference number on the transaction. The transfer receipt of the tuition fee deposit along with signed acceptance letter has to be submitted while requesting for an eCOE. The designated officer then prepares and issues the eCOE.

## 8.9 Accepted evidence and record keeping

In line with Vibe College's obligations under the Education Services for Overseas Students (ESOS) Act 2000, all records are to be retained for a minimum period of 2 years from the date the student completes their final course with Vibe College, or from the date on which the student's internal appeal is finalised if later than the enrolment end date, and where applicable.

For the purposes of the below, an 'accepted equivalent' of English proficiency refers to:

- An internal literacy and numeracy test (LLN) test provided by Vibe College.
- Proof of successful completion of Secondary School (e.g., year 11 or 12 depending on the course) or a qualification at Certificate IV level or higher in Australia within two years of the application; or

- Evidence that the student has studied for at least 2 years in the English medium in any one of the following countries: Australia, New Zealand; the United Kingdom; Canada; the USA; South Africa; the Republic of Ireland.

For the purposes of the below, an ‘accepted equivalent’ of academic experience refers to:

- An internal literacy and numeracy test provided by Vibe College; or  
 Proof that the student has successfully completed a qualification at Certificate IV level or higher in Australia or overseas equivalent.

## 9. FORMS/RECORD KEEPING

Title of Document	Location	Responsible Officer
Official proof of English proficiency documentation (e.g., IELTS) Accepted equivalent of English proficiency documentation	Student file uploaded onto RTO Manager under “documents”	Enrolment Team
Official proof of academic experience documentation (e.g., high school transcripts, graduation certificates etc.) Accepted equivalent of academic experience documentation	Student file uploaded onto RTO Manager under “documents”	Enrolment Team
Copies of correspondence confirming the student has met the entry requirements (e.g., emails, written confirmation letter)	Student file uploaded onto RTO Manager under “documents”	Enrolment Team

## 10. ORIENTATION/INDUCTION

Two weeks before your course starts (unless enrolment was finalized within this period), you will receive information about attending your On-Campus Orientation Day and be provided with a e-copy of our International Student Handbook. At your orientation, Vibe College staff will help you to become familiar with our facilities and our policies and procedures, answering any questions you may have for us.

**Orientation – must be done before your course commencement and is compulsory.**

- Attend your Orientation Session and bring these required documents:  
**Passport, Overseas Health Cover Policy, Visa Acceptance Letter.**
- Your photo will be taken for your Student ID card
- You will complete an Online Orientation Session, confirming your details and that you have reviewed the International Student Handbook.
- Create a USI and apply for concession fares online.
- Campus tour

### 10.1 Overseas Student Health Cover (OSHC)

Student Visa holders are required to obtain Overseas Student Health Cover (OSHC) to cover their stay in Australia for the duration of their studies. You must be covered by an authorised OSHC provider during your stay in Australia.

If you have any questions, please call Student Services 07 30886644

## 10.2 Unique Student Identifier (USI)

If you are a new or a continuing student undertaking nationally recognised training, you need a USI to receive your qualification or statement of attainment. If you don't have a USI, we cannot issue your qualification or statement of attainment.

Follow this link to create your own USI <https://www.usi.gov.au/students/create-your-usi>.

Student Services staff at your campus will also be able to assist you to create a USI during your Orientation Session.

## 10.3 Student ID Cards

You will be issued with a student ID card during your first week of class. Student ID cards are issued per course and expire on your course end date. Please come to Reception to obtain your ID card and when due for renewal.

## 10.4 Translink Go Card

As a full-time student, you are eligible to apply for a concession fare on TransLink public transport services. Registering your Go Card for Concession will make your travel fares cheaper than regular fares (up to 50%). When travelling on tertiary concession fares, you must carry your student ID and show it as proof of concession eligibility when asked by a TransLink driver or authorised person. If you choose to travel on concession fares without your student ID, or you do not meet the eligibility criteria, you could be fined \$243. Find out more at Translink: [www.translink.com.au](http://www.translink.com.au)

# 11. CLASS SCHEDULE, MODE OF STUDY AND COURSE ASSESSMENT

## 11.1 Class Schedule

Classes may be scheduled on any day of the week between Monday to Friday over a maximum of five days a week. The lectures may be scheduled any time between 8.30am and 5.00pm, however, based on the need and availability, classes might be scheduled from 5 until 9pm. Session timetables will be provided to students at Orientation. Timetables may change without notice; however, we will do our best to provide optimum notice. Holiday breaks and intake dates are scheduled throughout the year. Please refer to the website to view the Vibe College Academic Calendar: <http://www.vibecollege.edu.au/downloads/> Also, please note that holidays and breaks might be different from regular calendar. Always refer to your class timetable, which denotes the holiday/breaks period for your class.

## 11.2 Mode of Study

On campus, students may experience a combination of lectures, group discussions, case studies, class excursions, research projects, practical demonstrations and if applicable, vocational placement.

## 11.3 Course Assessment

The role of the Assessment Guidelines is to provide the principles and guidance to ensure that assessment is fair, valid, flexible, and reliable and meets industry standard.

Assessors use methods that enable the gathering of valid, sufficient, accurate, consistent, current, and authentic evidence for assessment decisions. The process must also be valid, reliable, flexible, fair, and cost-effective, the basic criteria for ensuring the effectiveness of assessment for the industry.

## 11.4 Assessment Techniques

Students will be assessed through the following methods of assessment, which may vary depending on the course of study. Each unit of study may include several assessment methods, with all assessment methods being required to be completed and deemed satisfactory to achieve competency for an individual unit. Learning outcomes/competency units may be assessed separately or in an integrative manner. Assessment may include any of the following:

- Written Activities Assessment/Knowledge Questions – A set of written tasks provided to the student required to be completed including, true/false, multiple choice, short answers or of the type where a 'sequence of order' list is required.
- Assignment - This Assessment Tool will require written document(s) to be submitted and may take the form of short answer questions, completion of templates, or questions requiring research and more in-depth responses than the type of questions that would be included in Knowledge questions.
- Practical Project - This type of Assessment Tool requires the student to complete a combination of tasks such as some type of practical task and some written work. Examples include (but are not limited to):
  - A roleplay - student to complete some written answers/sections of a document and the assessor recording their observation and /or comments about practical skill(s) being demonstrated while asking the student questions.
  - A portfolio of research
  - A vocational logbook- Record of tasks undertaken in the workplace by the student.
  - A verbal report
  - A journal, diary, or reflection by a student
  - A presentation (where there are preparatory notes, slides, and the presentation itself)
- Vocational Placement - is where a student is placed in a workplace to receive practical training and experience that is required under, and is an assessable part of, a student's course, leading to the issuing of a qualification or statement of attainment.

Trainers must adopt a range of strategies that are suitable for the subject matter and the learning objectives as per the training package rules.

### 11.5 Assessment Results

Students in general are assessed in the Vocational Education and Training (VET) sector for each element of competency addressed as:

C = Competent

NYC = Not Yet Competent

A student is unable to repeat a failed subject more than once. When an international student does not meet satisfactory academic performance, he/she will be engaged by the Operations Manager/Student Support Officer in the procedures outlined in the Course Progress Monitoring Policy (see College website for full Policy).

Students who have received a result of "NYC" (not yet competent) in any subject should contact the trainers within 2 weeks of the results for the 2nd attempt.

Furthermore, students are not allowed to extend their course to complete subjects for which they have received an "NYC". All units for which students have received NYC should be attempted and passed before the course end date. Contact your trainer or Student Services for more information.

**NOTE: Assessment submission cover pages must contain student name, student number and submission date. Blank submissions, submitted to avoid a deadline, will attract a fine of \$100.**

### 11.6 Reassessment/Appeal for Subject Grade

Students are able to appeal the recording of an 'NYC' for any competency unit or learning outcome provided they had good attendance for that subject and had reasonable participation in all assessments. Students can appeal through Vibe College Complaints and Appeals Policy and Procedure, which can be accessed on the website: [www.vibecollege.edu.au](http://www.vibecollege.edu.au)

**Students are responsible to follow up their failing grades.**

## 12. OTHER INFORMATION

### 12.1 Name Change

You must show documentary evidence (e.g., marriage certificate, etc.) if any of your official documents (e.g., birth certificate, mark sheets, etc.) show a name which is different from the one that you have used upon application / enrolment.

### 12.2 Change of Address or Contact Details

All students are required to provide their Australian residential address on Orientation Day. **Students must notify Vibe College of ANY change to their address or contact details within 7 days. This is a Department of Home Affairs and College requirement.**

Please ensure you **check your email account on a daily basis**, so you do not miss any important information or updates regarding your studies. Also check your Junk/Spam folder in case emails have been diverted as Spam.

**Note:** If Vibe College cannot contact you within 5 working days, you will be reported as a missing person to the Australian Police and your parents/guardian overseas will be notified that you are presumed missing.

### 12.3 Extending Duration of Studies

Allowable circumstances for application to extend course duration include:

- There are compassionate or compelling circumstances, as assessed by Vibe College on the basis of demonstrable evidence, or
- Vibe College has implemented, or is in the process of implementing, an intervention strategy for the overseas student because the overseas student is at risk of not meeting course progress requirements, or

### 12.4 Visa Expiry/Extending your Student Visa

Please consult the Department of Home Affairs in relation to any visa queries <https://www.homeaffairs.gov.au/trav/stud>. You must advise Vibe College of any changes to your student visa status, including change of visa subclass (evidence must be attached).

### 12.5 Holidays

Please refer to the academic calendar for your semester breaks and check with your Trainer, as some courses (such as I.T. and Commercial Cookery) may have their holiday periods varied due to training obligations such as Placement or the size of Units of Study. Students are not permitted to have additional leave unless it is for compassionate/compelling reasons and PRE-APPROVED by Vibe College. The request must be submitted 2 weeks prior to the leave start day, otherwise it may not be granted. Vibe College reserves the right to change the holidays as time tabled if required and students will be notified accordingly.

### 12.6 Sick Leave

If you are not able to attend class due to illness, please send an email to your trainer or contact Reception on 07 3088 6644. A student who is absent from class due to medical reasons must provide a copy of a medical certificate to Vibe College from a registered medical practitioner. The student must keep the original medical certificate(s) to provide to Department of Home Affairs if required. Vibe College must be informed of extended periods of sick leave to reduce the likelihood that absences will be notified to Department of Home Affairs.

International Students will be granted additional leave for compassionate or compelling reasons only (i.e., serious illness or urgent family matters involving the immediate family). Supporting documents attached to a completed Leave Application Form must be submitted to Student Services. Three working days must be allowed for processing and if the application is NOT approved, you will be marked absent if you take leave. Refer to Vibe College's Policy on Deferring Suspending or Cancelling Student's Enrolment Policy and Procedure as well as your Student Visa Obligations.

## 12.7 Termination of Studies - Withdrawal

Students wishing to terminate/withdraw from their course earlier than the date stated in their Confirmation of Enrolment **MUST** complete a Withdrawal Application Form (available on our website in Downloads) and discuss this matter with the Student Support Manager of Vibe College.

If you do not tell us that you wish to terminate/withdraw, and, as a result you do not come to class, you are at risk of being reported to Department of Home Affairs for non-progression in your course. If a student is absent from attending classes, for whatever reason, the student is still responsible for all invoices issued as per their payment plan outlined in their COE. Students wishing to terminate/withdraw should note that there are **International Student Visa Conditions** that may prevent a student from terminating their course and this must be discussed with the Student Support Manager.

Please refer to our Deferment, Suspension and Cancellation Policy and Procedure, Refund Policy and/or Overseas Students Transfer Between Registered Providers Policy and Procedure.

## 12.8 Copyright

Vibe College is committed to compliance with the Copyright Act 1968 and discourage practices breaching the Act. Please see the following 2 links for more information on copyright within Australia: [Introduction to Copyright](#) & [Copyright for Study](#)

## 12.9 Emergency Evacuation

During the event of an emergency that requires the evacuation of the campus, all students should follow the instruction of their trainer and the Fire Safety Warden. Emergency exits are sign-posted and there are diagrams located in classrooms, hallways and other areas that indicate the appropriate exit to use and the meeting place. These procedures may be updated from time to time.

After evacuation, students should proceed up the hill and turn left at the corner of Ann St and Edward St and continue walking down to meet up in King George Square, to check class rolls. Only after the rolls have been checked can students be dismissed. Evacuation procedures will be outlined during the orientation process at the beginning of the course.

Vibe College agrees to abide by the Workplace Health and Safety Act 2011 to protect the health, safety and welfare of staff and students through the provision of safe learning environments and equipment.

### Emergency Procedure

1. When alarm is raised, get ready to evacuate.
2. Wait for the signal by the Fire Safety Warden (with red or yellow hardhats) to evacuate.
3. When signal is given, follow your trainer to assembly area using the fire stairs.
4. **Do not use the lifts in emergency situations.**
5. Wait in the assembly area for further instructions. Do NOT leave the assembly area until told to do so.
6. A roll call will be done to account for everyone.



### 12.9.1 VIBE

Students participating in training with Vibe College will from time to time be invited to provide feedback on aspects of their experience throughout training and after the completion of their training. Vibe College assures students that all feedback provided is treated confidentially.

## 13. ACADEMIC CALENDAR FOR 2022

2022 ACADEMIC CALENDAR				
INTAKE DATES	SEMESTER	TERM	SEMESTER DATES	DURATION
10 January	Semester 1	1	10 Jan 2022 - 04 Mar 2022	8 Weeks
07 March		2	07 Mar 2022 – 01 Apr 2022	4 Weeks
AUTUMN BREAK (04 APR 2022 – 15 APR 2022) – 2 Weeks				
18 April	Semester 2	1	18 Apr 2022 – 27 May 2022	6 Weeks
30 May		2	30 May 2022 – 24 Jun 2022	4 Weeks
WINTER BREAK (27 JUN 2022 – 08 JUL 2022) – 2 Weeks				
11 July	Semester 3	1	11 Jul 2022 – 26 Aug 2022	7 Weeks
29 August		2	29 Aug 2022 – 16 Sep 2022	3 Weeks
SPRING BREAK (19 SEP 2022 – 30 SEP 2022) – 2 Weeks				
03 October	Semester 4	1	03 Oct 2022 – 28 Oct 2022	4 Weeks
31 October		2	31 Oct 2022 – 25 Nov 2022	4 Weeks
SUMMER BREAK (28 NOV 2022 – 06 JAN 2023) – 6 Weeks				

**\*\* Any intakes that fall on a public holiday will be moved to the day after.**

**Note: Vibe College reserves the right to change the holiday's timetable if required and students will be notified accordingly. This is a generic timetable, and it may vary from class to class.**

Public Holidays	
01 Jan New Year's Day	25 Apr Anzac Day
03 Jan New Year's Day (Holiday)	02 May Labour Day (QLD)
26 Jan Australia Day	10 Aug Royal Queensland Show (Brisbane)
15 Apr Good Friday	03 Oct Queen's Birthday (QLD)
16 Apr Holy Saturday	25 Dec Christmas Day
17 Apr Easter Sunday	26 Dec Boxing Day
18 Apr Easter Monday	27 Dec Christmas Day (Holiday)

2023 ACADEMIC CALENDAR				
INTAKE DATES	SEMESTER	TERM	SEMESTER DATES	DURATION
9 January	Semester 1	1	9 Jan 2023 - 03 Mar 2023	8 Weeks

06 March		2	06 Mar 2023 – 31 Mar 2023	4 Weeks
AUTUMN BREAK (03 APR 2023 – 14 APR 2023) – 2 Weeks				
17 April	Semester 2	1	17 Apr 2023 – 26 May 2023	6 Weeks
29 May		2	29 May 2023 – 23 Jun 2023	4 Weeks
WINTER BREAK (26 JUN 2023 – 07 JUL 2023) – 2 Weeks				
10 July	Semester 3	1	10 Jul 2023 – 25 Aug 2023	7 Weeks
28 August		2	28 Aug 2023 – 15 Sep 2023	3 Weeks
SPRING BREAK (18 SEP 2023 – 29 SEP 2023) – 2 Weeks				
02 October	Semester 4	1	02 Oct 2023 – 27 Oct 2023	4 Weeks
30 October		2	30 Oct 2023 – 24 Nov 2023	4 Weeks
SUMMER BREAK (27 NOV 2023 – 05 JAN 2024) – 6 Weeks				

*\*\* Any intakes that fall on a public holiday will be moved to the day after.*

*Note: Vibe College reserves the right to change the holiday's timetable if required and students will be notified accordingly. This is a generic timetable, and it may vary from class to class.*

Public Holidays	
01 Jan New Year's Day	25 Apr Anzac Day
02 Jan New Year's Day (Holiday)	06 May Labour Day (QLD)
26 Jan Australia Day	14 Aug Royal Queensland Show (Brisbane)
29 Mar Good Friday	07 Oct Queen's Birthday (QLD)
30 Mar Holy Saturday	25 Dec Christmas Day
31 Mar Easter Sunday	26 Dec Boxing Day
01 Apr Easter Monday	

## 14. STUDENT ACADEMIC AND GENERAL CODE OF CONDUCT POLICY AND PROCEDURE

### 14.1 Scope

This policy applies to all students enrolled in a course of study with Vibe College and is the basis for the standard expected in all relation to both academic and general conduct and behaviors by which all students agree to commit to as a condition of their enrolment.

### 14.2 Policy

This policy defines the standards of behavior which Vibe College students will conduct themselves and the penalties which may apply as a consequence for breaches of these standards of conduct. This Policy works in conjunction with Australian State and Commonwealth laws, including antidiscrimination and anti-harassment legislation. Vibe College will conduct all investigations and resulting decisions regarding alleged breaches of this Policy in a fair, unbiased, and transparent manner.



### 14.3 Student's Rights and Responsibilities

When you sign and date your enrolment /written agreement form, you agree to abide by the rules and regulations set down by Vibe College.

As a student, you have a right to:

- Learn in a safe, supportive environment without harassment or discrimination.
- Be informed of all assessment procedures as well as results from those assessments.
- Lodge a complaint without being victimised.

As a student you also have a responsibility to:

- Be a genuine/bona fide student.
- Attend class and progress in your course.
- Be honest in assessments.
- Treat other students and Vibe College staff with respect and fairness.
- Obey reasonable directions from trainers and staff.
- Not to behave in a way that could threaten, offend, or embarrass others.
- Pay fees as scheduled.
- Follow safe working practices, including wearing footwear and using safety equipment where necessary.

### 14.4 Student Code of Behavior

Vibe College encourages positive behavior with a foundation of mutual respect for teachers, other Vibe College staff and fellow students. When you sign and date your enrolment/written agreement, you agree to abide by the rules and regulations set down by Vibe College.

As a student, you have a right to:

- Learn in a safe, supportive environment without harassment or discrimination.
- Be informed of all assessment procedures as well as results from those assessments.
- Lodge a complaint without being victimized.

As a student you also have a responsibility to:

- Be a genuine/bona fide student.
- Attend class and progress in your course to avoid being deemed as a non-genuine student.
- Be honest in assessments.
- Treat other students and Vibe College staff with respect and fairness.
- Obey reasonable directions from trainers and staff.
- Not to behave in a way that could threaten, offend, or embarrass others.
- Pay fees as scheduled.

### 14.5 Campus Rules

- Alcohol, drugs/intoxicants, and weapons are not permitted on campus.
- Smoking on the campus premises is not permitted (including the lifts, stairwells, student lounge and foyer)
- Follow safe working practices, including wearing footwear and using safety equipment where necessary.

As our student body is made up of a diversity of students from all over the world, all students and staff are asked to adhere to the following:

- Respect others
- Be aware of other cultures.
- Be respectful of other people's personal space.

## 14.6 Classroom Policy

In the classrooms and in the computer labs, please adhere to the following:

- Turn off your mobile phones.
- Do not write on the classroom desks.
- Do not consume food or drink in the classrooms.
- Do not chew gum in the classroom.
- Do not leave valuables unattended in the classrooms.
- To not be disruptive in the class.
- Do not encourage disobedient behavior.
- Do not involve personal business in the classroom environment.
- Do not recruit students from Vibe College creating a conflict of interest.

In order to maximise learning in the classroom, it is important that you:

- Participate in the lessons and group activities.
- Always speak English – this will ensure everyone feels included.
- Respect the culture of other nationalities.
- Always respect Vibe College staff
- Follow the trainer's instructions.
- Leave the classroom tidy.

## 14.7 Academic Misconduct

Vibe College takes a serious stance in relation to upholding and protecting the academic integrity of the education and training provided to students. In this regard, the College has firm rules and resulting consequences for any student who commits any act which breaches academic integrity. Academic misconduct refers to any type of cheating that occurs in relation to a formal academic exercise. This may include (but not limited to):

- **Plagiarism** – taking the work, words, or ideas of someone else and passing them off as your own without appropriate acknowledgement (e.g., cut and pasting information from the internet and using this as your response to assessment questions Submitting the work of another student as their own.

Students and staff of the College have a duty to ensure they gain the necessary academic understanding to minimise incidents of plagiarism. In this regard, Trainers must take all reasonable steps to ensure all students are educated as necessary in the appropriate skills and knowledge to avoid plagiarism.

- **Fraud** – falsifying documents (e.g., signatures/hours/activities within work placement logbooks).
- **Cheating** – deliberately copying or attempting to copy the work of other students, providing answers to other students or consulting with other students under test conditions. Seeking unfair advantage in assessment outcomes by improperly obtaining assessments or using electronic devices under test conditions.
- **Contract cheating** – buying or selling completed assessments or paying another person to complete work on your behalf.

## 14.8 Disciplinary Actions

Students who are proven to have committed acts of academic misconduct may be subject to the following disciplinary actions:

1. **First Act** – student will be given a verbal warning and may be required to undertake a reassessment which will encounter a charge of \$150, payable prior to the reassessment.
2. **Second Act** – student will be given a written warning and will again be required to undergo a reassessment again with a charge of \$150, payable prior to the reassessment.

3. Final Act - at the discretion of the Principle Executive Officer or other delegated Officer, the student may be dismissed from the course and any future enrolments cancelled.

Other disciplinary measure may be applied instead of, or in addition to those listed above. All acts of academic misconduct will be recorded against the student's records.

## 14.9 General Misconduct

Vibe College aims to provide a safe and inclusive learning environment which provides students with the means to achieve success in their chosen studies. In this regard, the College has firm rules and resulting consequences for any student who commits any act which is deemed to breach Vibe College's Student Code of Conduct, and negatively impacts on the education and experience of others.

General misconduct includes any behavior of a non-academic nature, ranging from:

- Any action that impacts on the learning of others and the trainer's ability to teach, including:
  - non-participation in class activities
  - consistently being late to class
  - making and receiving calls or using phones for purposes not related to class activities.
- Verbal or physical aggression towards any Vibe College staff member, other students, or visitors.
- Intimidating behaviors, engaging in bullying, harassment, discrimination, or sexual misconduct toward others
- Theft of property, of the College or belonging to staff, other students, or visitors.
- Intentional damage to property of Vibe College
- Smoking within the College or any other areas designated as non-smoking throughout the campus.
- Failure to comply with Vibe College policies
- Bringing onto campus alcohol, drugs/intoxicants/weapons

## 15. DISCIPLINARY ACTIONS

Students who are proven to have committed acts deemed as general misconduct may be subject to disciplinary measures. Measure imposed will be determined in line with the severity of the misconduct, damage, injury, or harm resulting from the student's actions. These may include (but not limited to):

1. Formal notice to the student identifying that an act of misconduct has been committed, including a warning that any subsequent offences may result in more serious actions being taken by the College.
2. Reimbursement of costs for any damage caused.
3. Suspension
4. Expulsion
5. Vibe College has a zero tolerance stance toward acts of misconduct involving bullying, harassment, assault, sexual harassment, discrimination, or any behavior which impacts on the safety and wellbeing of others, and in such cases, instant expulsion will apply.

### 15.1 General Misconduct

- Trainer/staff member will use their judgement to determine if the identified conduct can be managed with a verbal warning. If a verbal warning is provided, this must be documented on the student's account within Student Management System (RTO Manager). No more than 2 verbal warnings must be issued, before the matter is referred to the RTO Manager for review and application of appropriate disciplinary action.

- Should the act of misconduct be warranted to be of a serious nature, the trainer or staff member must report this directly to the RTO Manager. The RTO Manager will seek a full account of the actions of the student from the trainer or staff member, then conduct an interview with the student in question. The RTO Manager will then impose the appropriate disciplinary action.
- Any disciplinary measures put in place, must be provided to the student in writing, detailing the misconduct and the resulting disciplinary actions imposed. This information must also be saved to the student's account in RTO Manager. Student must also be provided with access to Vibe College's Complaints and Appeals Policy.
- Should it be found that a student is involved in acts of bullying, harassment, assault, sexual harassment, discrimination, or any behavior which impacts on the safety and wellbeing of others, instant cancellation of enrolment (no further notice will be provided).

## 15.2 Academic Misconduct (Plagiarism)

Where a student has been found to have committed an act of plagiarism, the trainer must be able to produce documented evidence of the source which was plagiarised (internet, text, another student's work). The trainer must determine whether the act was deliberate or unintentional due to a lack of understanding of plagiarism or required source acknowledgement/referencing.

- If determined to be unintentional, trainer to provide a verbal warning and additional training/ information regarding plagiarism and source acknowledgement/referencing.
- If determined to be intentional, for the first act of plagiarism, the trainer may use their discretion to issue a verbal warning.
- Second act of plagiarism – must be referred to Program Coordinator and/or RTO Manager and Student Services. Student Services will issue an official warning letter, to which the student will be required to provide a written response. Student will be charge re-assessment fee.
- Final act of plagiarism - at the discretion of the Principle Executive Officer or other delegated Officer, the student may be dismissed from the course and any future enrolments cancelled.

Every act of plagiarism and resulting measure taken, must be recorded against the student's account in RTO Manager, including the unit code and assessment. This information must also be added to the Plagiarism Register.

## 15.3 Other Academic Misconduct (fraud, cheating, contract cheating)

Where it is found that a student has permitted another student to copy answers in an examination or assessment task, then both students will be asked to report to the RTO Manager (or delegated nominee) as soon as the incident is discovered. The Trainer must provide evidence of the alleged cheating.

Trainers must also provide evidence in relation to any other alleged acts of cheating or contract cheating.

1. First Act – student will be given a verbal warning and may be required to undertake a reassessment which will encounter a charge of \$150, payable prior to the reassessment.
2. Second Act – student will be given a written warning and will again be required to undergo a reassessment again with a charge of \$150, payable prior to the reassessment.
3. Final Act – at the discretion of the Principle Executive Officer or other delegated Officer, the student may be dismissed from the course and any future enrolments cancelled.

In the case of Commercial Cookery Students presenting fraudulent documentation, e.g., signatures/hours/activities within work placement logbooks), the logbook will not be accepted, and the student will be required to re-complete vocational placement hours. All logbooks need to be submitted before their course deadline given by their Trainer. Any submissions missed will incur \$500 re-enrolment fees. The student then needs to re-enroll in the said unit, at a cost of \$500 per unit, and complete the unit/s within 4 weeks.

This costing has been determined by the RTO Manager as per the relative cost incurred by the College for trainer hours for re-assessment.

All acts of academic misconduct and resulting disciplinary measures/outcomes will be recorded against the student's records.

## 16. STUDENT PAYMENTS POLICY AND PROCEDURE

### 16.1 Scope

This policy applies to all Vibe College students and includes courses offered to international students by Vibe College as registered with the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) and outlines the requirements and procedures pertaining to the payment of all course tuition and administrative fees.

### 16.2 Policy

All student payments, charged and received will be processed by Vibe College in accordance with the requirements of this policy and pursuant to the obligations as outlined in:

- Education Services for Overseas Students (ESOS Act 2000)
- Department of Home Affairs (DHA) visa regulations
- Standards for Registered Training Organisations 2015, Clause 5.3
- National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 & 3.

### 16.3 Tuition Fee Due Dates

Students are required to pay all tuition fees due for a study period, prior to the commencement of classes and as stated on their signed written agreement (also known as the 'Letter of Offer').

Throughout the duration of the courses listed on the written agreement there will be no changes made to the tuition fee amounts. If a student requests a change to their existing enrolment, they will be issued with a new written agreement and the tuition fees and other administrative charges may change at that time. If a student is required to repeat a subject, they will be required to make an additional tuition fee payment, in accordance with their fee rate per unit/subject as outlined in their current written agreement.

Tuition fee invoices will be issued on the 1<sup>st</sup> of each month and be due to be paid by the 15<sup>th</sup> of each month.

### 16.4 New International Students

Upon acceptance of an offer of admission and prior to a CoE being issued, all international students are required to pay:

- the initial tuition fee deposit
- any Overseas Student Health Cover (OSHC) premium, if applicable
- material fees and enrolment fees as specified in the written agreement

The combinations of these payments are referred to as the initial deposit amount. (Note: all payments must be received and cleared).

Initial tuition fee deposits will be credited towards a student's full tuition fees due once they have enrolled and commenced their course with Vibe College. Unless otherwise specified in a student's written agreement, students will be required to pay any difference between their initial tuition fees and the full tuition fees for the first study period upon enrolment into the course.

## 16.5 Continuing International Students - Vocational Education and Training (VET)

VET students will be automatically enrolled in all study periods until completion of the course and will be expected to pay the tuition fees due, on time and in accordance with their written agreement. If a VET student is unable to continue the course, this must be notified in writing by completing a withdrawal request form prior to the Commencement of the course. If a student has not informed Vibe College of withdrawal within 4 weeks prior to their course start date, the charges for that study period will be payable by the student.

## 16.6 Requests for extension of time to pay fees.

Vibe College may approve an extension of time to pay tuition fees only under exceptional or compelling circumstances.

Vibe College will consider requests for an extension of time to pay tuition fees on an individual basis. Requests must be submitted in writing (student email is acceptable) and include documentation explaining the exceptional circumstances. Submissions can be made in person at the Vibe College Accounts Office. Vibe College will not consider requests for extensions received after the due date of the fees. Fee extensions can only be granted for a maximum of two (2) weeks from the Fee Due Date – depending on the case.

## 16.7 Late payment administrative charges

Students who do not pay all outstanding tuition fees within 7 (seven) days after the agreed tuition fee due date may be excluded from classes and a late payment administration charge of \$50 per week will be added to their account, until the invoice is cleared.

## 16.8 Reporting students for non-payment of tuition fees

Students who do not make payment for their issued invoices by the specified due date and any applicable late payment fees are issued a First Warning within 1 week of non-payment. A Second Warning and Third Warning are issued if the previous respective warnings are not heeded - this means that there has been no communication/action/payment made by the student.

Within 10 business days of the Third Warning issuance, Vibe College will attempt to contact the student by phone. After 10 business days of the Third Warning, if there has been no communication/action/payment made by the student, Vibe College will issue the student a Notification of Intent to Report to Department of Home Affairs in 21 working days.

In this Notification, the student will be informed of their outstanding fees to be paid, the due date and the Complaints & Appeals process.

Students are provided with 21 working days to access Vibe College's internal Complaints & Appeals process in order to appeal against the College's decision to cancel and report their enrolment. The internal outcome is final.

After 21 working days, if the student has not heeded to the requirements of the Notification, Vibe College will proceed with cancellation of the student's Confirmation of Enrolment (CoE) and the Department of Home Affairs (DHA) will be notified. This may lead to the student's visa being cancelled.

**\* Vibe College refers cases of outstanding debt to an external debt collection agency for retrieval.**

## 16.9 Appeals against non-payment of fees reporting.

Appeals against the institutions intent to cancel a student's enrolment for non-payment of fees will be processed within 10 (ten) working days from the date of lodgement and students will be notified

of the outcome in writing, including the reasons for the decision. Appeals will only be considered in the following circumstances:

1. They are received in writing on the Student Complaints and Appeals Form <http://www.vibecollege.edu.au/downloads/> within 21 (twenty-one) working days from the date of notification; AND
2. The student believes that Vibe College has miscalculated their fees and the money owing is being disputed. In this circumstance students may wish to attach proof of payment or evidence of other payments they have made in line with their most recent signed written agreement as supporting evidence OR
3. Compassionate and/or compelling grounds supported by documentary evidence that explains why the student's finances are affected and why they could not apply for a fee payment extension prior to class commencement, or why they are still unable to meet their payment requirements after the extended due date. The supporting documentation provided in this application must be sufficient enough for Vibe College staff to be able to accurately assess the validity of the exceptional or unusual circumstances and the ongoing impact this has had on the student's finances.

## 17. SUCCESSFUL INTERNAL APPEALS

Students who have a successful appeal outcome will either have their accounts corrected if the appeal was due to a miscalculation of fees owing or will be granted an additional 1 (one) week extension to pay the outstanding fees due if in compassionate and/or compelling circumstances. If a student fails to finalise the outstanding payments within the extended period, they will be sent another "Notification of intent to cancel" for non-payment of fees. During the second appeal period the documentation provided in the first appeal cannot be used as grounds for further consideration.

### 17.1 Unsuccessful Internal Appeals

Students who have an unsuccessful appeal outcome will be notified in writing the reason for this decision. This is the only avenue of internal appeal, and the decision is final. Students will be reported for non-payment of fees as soon as practicable after the outcome has been communicated.

Please refer to Vibe College Complaints and Appeal Policy and Procedure document. You can access the document on the website here: <http://www.vibecollege.edu.au/downloads/>

## 18. INDICATIVE ADMINISTRATION FEES AND SERVICE CHARGES

### (NON-REUNDABLE)

The following requests attract an additional administrative or service charge as follows:

Description	Form type/Contact office	Amount \$AUD
Application fee (Non-refundable)	Application form/Online	\$250
Interim transcript	Online request form	1st copy free, thereafter \$50
Student ID card	Reception	1st copy free, thereafter \$20
Change of commencement date/deferral of the course	Enrolment Variation form	\$250 or Free to the applicants due to delayed visa processing, Or caused by serious medical illness
Change of course	Enrolment Variation form	\$250
RPL application and information collection	RPL/Credit transfer application form	\$250 administration fee

Credit transfer	RPL/Credit transfer application form	\$250 administration fee
RPL qualification review fee	Written application	60% of course fee
Early Termination request	Withdrawal Form	No additional
Qualification and final transcript	Online request form	1st copy free, thereafter: \$50
Statement of Attainment	Online request form	1st Copy free. Thereafter: \$50
Express service for certificates (within Australia only, otherwise international fees apply)	Accounts	\$25 for the next day \$50 same day Extra \$20 for the express post
Refund Attraction Fee	Tuition fee refund application	\$250
Plagiarism	Accounts	\$100 first warning per unit Repeat offenders may be charged up to \$500 per unit to re-enroll
Re-sit Practical Assessment (Commercial Cookery Class)	Accounts	\$600 per unit required
Re-enrollment	Accounts	\$500 per unit
Late submission fee	Accounts	\$100
Appeal of assessment / re-assessment	Student Support Officer	No charges
Printing and photocopy	Reception	20 cents per page (Black and white print only)
Leave request	Enrolment Variation form	\$150 unless special circumstances
Late payment of fees	Accounts Department	\$50 per week
Replacement of textbook and/or learning materials	Written application	As applicable
Accommodation Placement Fee	Admission Team	\$250
Airport Pick up	Admission Team	\$250
No Show up during Orientation	Admission Team	\$185
Blank submissions to avoid deadline	Student services/Accounts	\$100

*Note: All administrative charges are subject to change and reviewed annually.*

### 18.1 Material Fees

This fee will vary according to the course being undertaken.

Material Fees cover the cost of materials and other incidentals.

### 18.2 Payment Methods

Payments can be made to Vibe College via two (2) options:

#### Payment Option 1 – Bank Transfer

Domestic Bank Transfers (within Australia). Direct deposit or Electronic Bank Transfer

Transfer fees directly into Vibe College Australia's bank account notifying Vibe College of student ID number and name on the transaction description to track payment.

**Account Name:** Vibe College

**Branch Number:** 064229



**Account Number:** 10067853

**Bank Name:** Commonwealth Bank (CWB)

**Bank Address:** 264 Ipswich Road &, Cornwall St, Woolloongabba QLD 4102

**Swift Code:** CTBAAU2S

### Payment Option 2 – Card

Credit Card payment offers many unique benefits to international students, including:

- Allowing you or your family members to make a secure transfer from almost any country, and in many cases, in your home currency.
- Offering a range of different payment methods; and
- Providing payment tracking from the minute you make the payment to when we receive your payment.
- Students can come and pay in person through EFTPOS and Credit at the Brisbane Campus.

Fees and charges:

- Credit card payments – 2.5% surcharges apply.
- International Credit card payments – Additional flat rate bank charges of \$30 apply.
- International bank transfer – please refer to your bank for these details as Vibe College does not deal with any third-party fees.

### 18.3 Payment Instalment Plan

Tuition fees can be paid by EFTPOS/credit card or bank transfer. Debit card transactions do not attract any charges. MasterCard, Visa, and Bank Card transactions are subject to a payment processing fee of 2.5%. Vibe College does not accept American Express Cards. Credit cards which are issued overseas will incur an additional \$30 for the transaction fee on top of the tuition fees and surcharge.

Please refer to your offer letter for the payment instalment plans and make a payment on time with your STUDENT ID or FULL NAME or INVOICE NUMBER as reference.

### 18.4 Consumer Protection

Australia has a strong consumer protection framework to protect the rights of Australian consumers, including international students. Should you wish to obtain information about your consumer rights or have a problem or complaint regarding any services or goods, please visit the following websites:

- Australian Consumer Law: <http://consumerlaw.gov.au/>
- Queensland Ombudsman: [www.ombudsman.qld.gov.au](http://www.ombudsman.qld.gov.au)

### 18.5 Unpaid fees and Debt Recovery

All students who do not fully pay their fees owing will result in the retrieval of money owed, being pursued by a **Debt Recovery Agency, operating Australia wide and internationally**. If your account goes to collections, you will be assessed collection fees in addition to the student fees you owe. The Department of Home Affairs is notified of all outstanding monies owed and Certification for your qualification will also be withheld until resolved. This situation may impact future Visa Applications.

## 19. REFUND POLICY AND PROCEDURE

### 19.1 Scope

A copy of this policy will be provided to students before a contract/agreement is signed or an amount of money is paid for a registered course. A copy of this policy is also available on the Vibe College website.

This refund policy applies to all course monies paid to the College and includes any course monies paid to an education agent to be remitted to the College as per the Letter of Offer. This policy applies to both commencing and extending students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

## 19.2 Definitions

- **Course** refers to the whole period for which the Confirmation of Enrolments or letter of offer is issued.
- **Tuition Fees** are fees that are directly related to the provision of a course.
- **Package Course/Program** means a package of courses of study comprising more than one course, all of which are offered by Vibe College and in which the student is enrolled. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course in which the student is enrolled in.
- **Agreed Starting Date** means, unless otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between Vibe College and the student, such day being the commencement day in the offer letter or the Students Confirmation of Enrolment. (eCOE).
  - Requests to change the agreed start date must be submitted by completing and signing an Enrolment Variation form. Requests to change the agreed start date received via email or telephone will not be accepted. Change to course start date will then be formally acknowledged through the issuance of a new letter of offer, which must be signed by the student, before final changes are made. If written documentation is not completed and lodged, the initial start date remains the same.

## 19.3 Policy

This policy is created pursuant to the ESOS Act 2000 and Standard 3.4 of the National Code of Practice for Providers of Education and Training to Overseas Students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

- **Vibe College reserves the right to withhold granting of the award attained by the student, if the student has outstanding fees.**
- Vibe College's dispute resolution processes do not limit the students' rights to seek other legal remedies.
- Refer to the student Complaints & Appeals policy and procedure on the Vibe College website and in the Student Handbook if you wish to appeal the Refund Policy.
- Vibe College will consider the following exceptional circumstances as grounds for a students' withdrawal from the program. With the submission of acceptable documentary evidence, refunds will be at the discretion Vibe College.
  - Severe life-threatening illness or disability.
  - Death of an immediate family member (i.e., Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)

Vibe College does not provide refunds for:

- Enrolment fees, accommodation assistance fees & airport reception fees
- Application fees
- Withdrawal from course after the course has commenced.
- Change in student's work hours.
- Inconvenience of travel to class
- Moving interstate or overseas
- Job changes or retrenchment

- Students who leave before completing the course and/or qualification

All bank charges incurred by Vibe College in issuing a refund will be met by the student.

Vibe College will endeavor to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

In the event that a student does not commence studies on the due date, the College will advise the Department of Education and Training via PRISMS, details of the student who has not commenced studies within a period of 31 days.

## 19.4 Student Refund Table

Enrolment fee is different from the refund administration fee.

Enrolment Fee \$250	Non-refundable
All tuition fee refunds will attract \$250.00 administration fee.	
Tuition Fees	
Visa refused prior to course commencement (evidence required) <sup>1</sup>	Full refund
Withdrawal at least 10 weeks prior to agreed starting date (before Visa is Approved)	Full refund
Withdrawal at least 4 weeks prior to agreed starting date	75% refund
Withdrawal less than 4 weeks prior to agreed starting date	60% refund
Withdrawal after the agreed starting date	No refund
Visa cancelled due to actions of the students <sup>2</sup>	No refund
Course withdrawn by Vibe College (provider default) before course commencement	Full refund
Course withdrawn by Vibe College (provider default) after course commencement <sup>3</sup>	Please refer to Section 6
Student visa refused after course commencement or change of student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions <sup>4</sup>	Please refer to Section 6
Student/s who wish to withdraw from their current course at Vibe College: (This section is not applicable for a student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions) <sup>5</sup>	No refund. Please refer to Section 6
Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to agreed start date	Partial / Full refund
Student fails to achieve an acceptable English Language Proficiency (required for commencing the Vocational Course/s the student is enrolled in) as required by Vibe College	Full refund
Enrolment fees	No refund
Material fees after course commencement	No refund

## 19.5 Student Default

A student is not eligible for a refund in the event of student default. A student default occurs when:

- The course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); or
- The student withdraws from the course (either before or after the agreed starting date); or
- The College refuses to provide, or continue providing, the course to the student because of one or more of the following events:
  - The student failed to pay an amount he or she was liable to pay to the College, directly or indirectly, in order to undertake the course; or
  - The student breached a condition of his or her student visa; or
  - Misconduct by the student.

## 19.6 Reporting Timeline - Student Default

Vibe College is obliged to adhere to the following timelines in relation to reporting student default:

- 14 days (31 days maximum) to report non-commencement of enrolled course or cancellation of the students' enrolment to Department of Home Affairs (Section 19, ESOS Act 2000)
- 28 days to finalise the student default obligations where a refund is provided to a student in relation to a student's visa being refused, (where there is a compliant written agreement, or where there is no compliant written agreement in place), and
- A further 7 days to report the outcome of the student default (via PRISMS) (total of 35 days after the default occurs).

## 19.7 Student's Right to Appeal

- Any student who is refused a refund by Vibe College may appeal within 20 days in writing to the Student Administration Manager Refer Complaints and Appeals Policy available.
- The Colleges' appeal process does not limit the students' right to pursue other legal avenues.
- The availability of the Complaints and Appeal processes does not remove the right of the student to take action under Australia's consumer protection laws.

## 19.8 Provider Default

In the unlikely event that the College defaults, it will notify the Secretary (or delegate) and Tuition Protection Service (TPS) Director within 3 business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student.

The College defaults when:

- It fails to provide the course to the student on the agreed starting date; or
- The course ceases to be provided to the student any time after it starts but before it is completed; and
- The student has not withdrawn before the default day.

In the unlikely event that the College is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within 2 weeks of the day on which the course ceased to be provided.

Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the College to indicate the student accepted the placement.

In the unlikely event the College is unable to provide a refund or place students in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Students in this instance are advised to contact <https://tps.gov.au/StaticContent/Get/StudentInformation>

## 19.9 Refund Calculations

<sup>1</sup> **Visa Refused prior to course commencement** - Maximum total course fee deductible by Vibe College will be \$450. (Enrolment Fee: \$250 + Refund Administration Fee: \$250)

<sup>2</sup> **Visa Cancelled due to actions of the student:**

- A Student whose visa is cancelled by DHA during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa) shall not be eligible for a refund
- A student, who supplies incorrect or fraudulent information or document to obtain a place at Vibe College, shall not be eligible for a refund

<sup>3</sup> **Provider default after course commencement:**

Calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

- Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.
- Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates / 7
- Refund amount = weekly tuition fee × weeks in default period
- If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment then students are liable to pay for the difference amount (Vibe College must have received tuition fee equivalent to = Total Tuition Fee – (Weekly tuition fee × weeks in default period))

<sup>4</sup> **Student Visa Refused after course commencement** or change of student visa subclass to a different type of substantive visa or change to a Bridging Visa with study restrictions after course commencement.

- Student default in the case of visa refusal (after the student has commenced the course)

Refund calculation under section 10 of the refund specification of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

- Weekly tuition fee = (total tuition fee / number of calendar days in the course) × 7
- Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates / 7
- Refund Amount = Weekly tuition fee × weeks in default period
- If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment then students are liable to pay for the difference amount (Vibe College must have received tuition fee equivalent to = Total Tuition Fee – (Weekly tuition fee × weeks in default period))

<sup>5</sup>**Students who wish to withdraw from their current course at Vibe College:** (This section is not applicable for a change of student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions): If a student wishes to withdraw for any reason/s listed, but not limited to below, student is still liable to pay all the outlined course fee\* for that particular course, the student is currently enrolled in.

- Change in student's work hours.

- Inconvenience of travel to class
- Moving interstate or overseas
- Job change, or retrenchment Students who leave before completing the course and/or qualification.
- Change of mind.

*\*Course fees = tuition fees for a particular course + all non-tuition fees for a particular course*

## 20. REFUND PROCEDURE

1. Every refund request must be accompanied by a completely filled Online Refund Application Form and an Enrolment Variation Form, along with supporting evidence. All forms can be accessed through <http://www.vibecollege.edu.au/downloads/>
2. Supporting evidence must be official documentary evidence. All written evidence must be submitted in English.

*Note: It is the applicant's responsibility to have any supporting documentation translated into English by a recognised authority, e.g., National Accreditation Authority for Translators and Interpreters (NAATI).*

3. Accounts will confirm amount refundable if any
4. If students are eligible for any fees refundable will be refunded only into the bank account of the student or the same person that initially made the payment of course fees within policy time period, from the date which student gives us the completed form.
5. Refunds are made in accordance with the policy above and full refunds of amounts owed to the students will be made within 4 business weeks.
6. If students are not eligible for any refunds, Vibe College will notify them of their ineligibility for the refund. Students who do not concur with Vibe College's decision, can appeal using our Complaints and Appeals Form that is available on our website. Please refer to our Complaints and Appeals Policy on our website.

*\*Refunds will only be in Australian dollars. All bank charges incurred by Vibe College in issuing a refund will be met by the student.*

Vibe College will endeavor to contact students who have not requested a refund within 4 weeks of leaving the College at the last known contact address, phone, and email, and keep such evidence on the student file. In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.

## 21. COURSE PROGRESSION POLICY AND PROCEDURE

### 21.1 Scope

The scope of this document applies to all International Students enrolled at Vibe College and all Vibe College staff who deal with all matters concerning International Students.

### 21.2 Definitions

- **National Code:** The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas students 2018, established pursuant to Part 4 of the ESOS Act 2000, as amended from time to time.
- **ESOS Act:** Education Services for Overseas Students Act 2000
- **DHA:** Department of Home Affairs
- **PRISMS:** Provider Registration and International Students Management System
- **Unsatisfactory Course Progress:** Where the student has failed or is deemed Not Competent (NC) in 50% or more of the units attempted in any study period based on evidence from student's assessment tasks and activities.
- **Not Yet Competent (NYC):** failed to perform to the standard expected.
- **"At risk" students:** Any student with a NC result in 50% or more units on competency
- **CoE:** Confirmation of Enrolment

- **SMS:** Student Management System
- **Study Period:** a discrete period of study within a course as defined as 9 - 12 contact weeks.

### 21.3 Policy

This policy is created pursuant to Section 19 of the ESOS Act 2000 and Standard 8 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Students are informed of the requirements regarding course progress at multiple stages prior to enrolment and commencement of studies. These include, but are not limited to:

- Pre-enrolment summary of the Vibe College Course Progress and Monitoring Policy, as outlined in the Student Handbook and Pre-Enrolment Guide
- Vibe College Course Progress and Monitoring Policy available on the Vibe College website: [www.vibecollege.edu.au](http://www.vibecollege.edu.au)
- Link to this policy contained within each overseas student's written agreement/offer letter and issued from Vibe College CRM system
- Specific progression monitoring practices, timeframes, and assessment due dates as part of the Student Orientation for each course

For ESOS purposes Vibe College's study period is defined as a 'term' of study. The duration of a term varies within different courses.

Students are required to achieve competency in a minimum of 50% of enrolled units in each study period, regardless of term length. Resubmission attempts will not be factored into the monitoring deadline, unless compassionate or compelling circumstances apply.

The Trainers and Student Support Officers will work together to finalise grades, run reports, and communicate with students if they have not met the requirements at the end of a given term of study.

### 21.4 Course Monitoring

Vibe College systematically monitors, records, and assesses students' course progress. Vibe College proactively notifies students identified as being at risk of failing to meet their course progress requirements, implementing appropriate intervention strategies in order to support students to meet course progress requirements and complete their course within the expected duration specified on the overseas student's CoE.

All competency results for students are recorded in Vibe College's Student Management System – RTO Manager

Unsatisfactory course progress is defined as not successfully completing or demonstrating competency in at least 50% of the course requirements in one study period.

Vibe College assesses each student's course progress at the endpoint of each study period. A 'study period' is usually a contact period of nine to twelve (9 - 12) weeks.

The number and length of each study period per qualification, will be laid out in a student's course timetable and provided to the student upon completion of the enrolment process.

During the orientation process, students are again informed of their course progress requirements and progress review dates.

The number and length of each study period per qualification, will be laid out in a student's course timetable and provided to the student upon completion of the enrolment process.

During the orientation process, students are again informed of their course progress requirements and progress review dates.

Reasons for which students are deemed "At Risk" of not achieving satisfactory course progress may include (but not limited to):

- Fails to attend class for two or more consecutive calendar weeks.

- Is deemed to have irregular attendance that places satisfactory course progress at risk.
- Is deemed to have an identified Language, Literacy and Numeracy (LLN) issue affecting study in the course, classroom behaviour, other issues.
- Fails to achieve competency in a unit that would normally be completed prior to the end of the study period.
- Did not perform satisfactorily in the previous study period.
- Does not respond to Vibe College's attempts to assist the student in achieving satisfactory course progress.

## 21.5 Intervention Strategy

An Intervention Strategy is initiated by:

- Notifying students in writing that they have been identified as not achieving satisfactory course progress.
- Requesting that the student contact the College to make an appointment to meet and discuss the activation of an intervention strategy agreement.
- Following discussion with the student, creating a formal intervention strategy agreement, which is then acknowledged, and the terms accepted, by both the student and the nominated Vibe College member of staff.

The Intervention Strategy Agreement is activated as soon as practicable from the commencement of the second consecutive study period, or earlier if necessary.

The strategies offered to help students meet course progress requirements may include, but are not limited to:

- Implementation of strict attendance requirements
- Requirement to submit all subsequent assessments by the identified submission due date.
- Discuss opportunities for makeup classes designed for intervention.
- Counselling sessions with the applicable Department Coordinators
- Individual case management
- Opportunity for re-assessment
- Assigning a trainer mentor for ongoing monitoring
- Invitation for inclusion in support study groups or tutoring
- A combination of the above with a reduction in course load
- Re-affirming with students that unsatisfactory course progress in two consecutive study periods may result in student being reported to the Department of Home Affairs, which may result in cancellation of their student visa (pending appeals process)

After an Intervention Strategy Agreement has been put in place for a student, all documentation and evidence of the intervention process, including measures used to assist a student, will be saved electronically to the student's file.

The student's adherence to the terms of the Intervention Strategy Agreement will be monitored and appropriate action taken should the student deviate from these terms. These actions may include:

- Meeting with the student to again remind of agreed terms, requirement to achieve satisfactory course progress and possible consequences of continued unsatisfactory progress.
- Issuance of another formal warning should agreed terms continue to be disregarded by the student.
- Issuance of Notice of Intention to Report



## 21.6 Reporting Unsatisfactory Course Progress or Unsatisfactory Course Attendance

### Warning Letter

Student support officer to prepare and send warning letter to all students who have been deemed as not achieving satisfactory course progress for one study period.

- Warning letter must list the start date and completion date of the study period in question, along with a list of units from that study period deemed not competent.
- Re-affirm that unsatisfactory course progress in two consecutive study periods may result in student being reported to the Department of Home Affairs which could result in cancellation of their student visa (depending on outcome of the appeals process)
- Once complete, warning letter is emailed to the student, copy sent to the respective trainer and copy saved on student file.
- Student name is to be added to Unsatisfactory Course Progress and Intervention Strategy Tracking Spreadsheet. For tracking purposes for student in their second consecutive study period.
- Notes to be added to student account in RTO Manager.

The warning letter requires students to contact the College within 10 working days to arrange a time to meet with the Student Support Officer in order to create/implement an Intervention Strategy Agreement.

Once an Intervention Strategy has been developed and agreed between Vibe College and the student, the student will have to sign to indicate that he or she understands and agrees with the Intervention Strategy.

From that point, the student is required to comply with the Intervention Strategy which has been developed for him/her over subsequent study periods.

Failure to do so will result in a warning letter being issued to the student, and continued failure to honour the agreement will result in a Notice of Intention to Report the student to DHA for not complying with this policy.

## 21.7 Notice of Intention to Report

Students identified as not making satisfactory course progress in a second consecutive study period, will be notified in writing (Notice of Intention to Report Letter) as soon as practicable of the College's intention to report the student to the Department of Home Affairs for unsatisfactory progress.

Within the Notice of Intention to Report Letter, students are informed of the following:

- Reason/s the College intends to report them to the Department of Home Affairs
- A statement that the student has breached their visa condition in relation to course progress requirements under the National Code and Vibe College Policy
- Advising the student of their right to access the College's complaints and appeals process in accordance with Standard 10 of the National Code (Complaints and Appeals) and that they have 20 working days in which to do so (please refer to Vibe College Complaints and Appeals Policy)
- A consequence statement if the student fails to respond to the Letter of Intention to Report then:
  - Cancellation of the student's enrollment will take into effect.
  - Such cancellation may affect the student's visa and they will need to seek appropriate advice regarding these implications.

The student will also be notified that the College will maintain the student's enrolment and cancellation will not take effect, until the appeals process has been completed.

Students failing to make satisfactory course progress will be reported to the Department of Home Affairs only after:

- Reason/s the internal and external complaints and appeals processes have been completed and the breach has been upheld.
- The student chooses not to access the internal complaints and appeals process within the 20 working days period.
- The student chooses not to access the external complaints and appeals process.
- The student withdraws, in writing, from the internal or external complaints and appeals process.
- Advising the student of their right to access the College's complaints and appeals process.

The decision not to report and cancel a student's enrolment should circumstances under the appeal investigations/assessment identify:

- Vibe College's failure to record or calculate a student's marks accurately and the student was in fact achieving satisfactory course progress, Vibe College will not report the student and under the circumstances, will determine whether the intervention strategy agreement will remain in place.
- Vibe College had not implemented its intervention strategy and other relevant policies were not made available to the student, the student will not be reported, and steps will be taken to immediately implement the College's intervention strategy and provision of support options to assist the student to achieve satisfactory course progress.
- The student was able to provide genuine evidence demonstrating that compassionate or compelling circumstances apply, ongoing support will be provided to the student through the Vibe College's intervention strategy and the student will not be reported:
  - 'Compassionate or compelling' circumstances are generally those beyond the control of the overseas student and which have an impact upon the overseas student's course progress or wellbeing. These could include, but are not limited to:
  - Serious illness or injury, where a medical certificate states that the overseas student was unable to attend classes.
  - Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
  - Major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the overseas student's studies; or
  - A traumatic experience, which could include:
    - Involvement in, or witnessing of a serious accident; or
    - Witnessing or being the victim of a serious crime, and this has impacted on the overseas student (these cases should be supported by police or psychologists' reports)

Any changes to the student's enrolment will be reported via PRISMS in accordance with Section 19 of the ESOS Act within 31 days.

## 21.8 Circumstances Under the Appeal Process

Should investigations and/or assessment of the appeal process identify:

- Vibe College's failure to record or calculate a student's marks accurately and the student was in fact achieving satisfactory course progress, then Vibe College will not report the student and under the circumstances and will determine whether the intervention strategy agreement will remain in place.
- Vibe College had not implemented its intervention strategy and other relevant policies were not made available to the student, the student will not be reported, and steps will be taken to immediately implement the College's intervention strategy and provision of support options to assist the student to achieve satisfactory course progress.

The student was able to provide genuine evidence demonstrating that compassionate or compelling circumstances apply, ongoing support will be provided to the student through the Vibe College's intervention strategy and the student will not be reported.

## 21.9 Procedure

The following procedure outlines the stages in the course progress and monitoring process. Students are made aware of the course requirements for each study period and the Course Progress Monitoring Policy during the Student Orientation Session.

## 22. Stage 1: First Warning Letter – Unsatisfactory Course Progress

1. Within seven (7) days of the completion of each study period, the respective trainer will update student results through the trainer portal of the student management system (SMS)
2. Two (2) weeks after the end of each study, the data and reporting officer/s generate student progress reports (per qualification) from the SMS and forward a list of students who have been identified as not successfully completing or demonstrating competency in at least 50% of the course requirements in one compulsory study period to the student support officer.
3. A determination of poor progression in a study period will be saved against the student's file in the SMS.
4. Student support officer to prepare and send warning letter to all students who have been deemed as not achieving satisfactory course progress for one study period along with an invitation to attend an intervention strategy meeting, by the end of the third consecutive week of each study period.
5. If the student fails to contact the College within 5 working days, the Student Support Officer must try to initiate contact using a range of methods including, telephone, SMS, and email. Each contact attempt is noted in the student's account in RTO Manager.

### 22.1. Stage 2: Intervention Strategy Agreement

1. Student support officer meets with the student to discuss the student's unsatisfactory progress, student support options and creates a formal intervention strategy agreement.
2. The Agreement is acknowledged, and the terms accepted, by both the student and the student support officer.
3. The student support officer, in conjunction with the trainer/assessor and Course Coordinator, will monitor the student's adherence to the terms of the Intervention Strategy Agreement and take appropriate action should the student deviate from these terms.

### 22.2 Stage 3: Notice of Intention to Report

1. Where students are identified as not making satisfactory course progress in a second consecutive study period, Notice of Intention to Report will be issued, as soon as practicable advising of the College's intention to report the student to the Department of Home Affairs for unsatisfactory progress.
2. Where students identified as not making satisfactory course progress for a second, but not consecutive study period, will not be reported, but will again be required to undergo further intervention and again be subject to an Intervention Strategy Agreement
3. Students are informed that they have the right to access the College's complaints and appeals process in accordance with Standard 10 of the National Code (Complaints and

- Appeals) and that they have 20 working days in which to do so.
4. The decision to report and cancel a student's enrolment will be actioned, should:
    - 4.1.1. The internal and external complaints processes have been completed and the breach has been upheld.
    - 4.1.2. The student chooses not to access the internal complaints and appeals process within the 20 working days period.
    - 4.1.3. The student chooses not to access the external complaints and appeals process.
    - 4.1.4. The student withdraws, in writing, from the internal or external complaints and appeals process.
  5. Any changes to the student's enrolment will be reported via PRISMS in accordance with Section 19 of the ESOS Act within 31 days, after any appeals process has been exercised and exhausted.

## 22.3 Evidence and Record Keeping

The in line with Vibe College's obligations under the Education Services for Overseas Students (ESOS) Act 2000, all records are to be retained for a minimum period of two (2) years from the date the student completes their final course with Vibe College, or from the date on which the student's internal appeal is finalised if later than the enrolment end date, and where applicable.

## 23. NON-COMMENCEMENT OF STUDIES POLICY AND PROCEDURE

### 23.1 Scope

This scope of this documents applies to all International Students enrolled at Vibe College and all Vibe College staff who deal with all matters concerning International Students.

### 23.2 Policy

This policy is created pursuant to Section 19 of the ESOS Act 2000 and Standard 8 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Section 19 (c) of the ESOS Act 2000, requires providers of CRICOS courses, to report any student who does not commence his/her course when expected.

This information must be reported through PRISMS within the specified periods of 31 days for all international students.

Non- Commencement of studies can be due to various reasons:

- Delay in Student Visa being granted (where student is outside Australia)
- On-shore student electing to return permanently to their home country and not commencing the course.
- Student does not commence the course and no reason is provided.

### 23.3 Procedure

Students are required to commence the course within 14 days from the course start date. If not done so, they are required to complete the Enrolment Variation form before their course start date and should defer their course by 14 days. Failure to do so will result on cancellation of their COE after 14 days from course start date.

#### 23.3.1 Offshore Students

Students who are offshore waiting for their student visa to be granted and course commencement date has passed, must submit:

- An Enrolment Variation Form within 21 days of their Agreed Starting Date, requesting to defer their course commencement to the next available intake.

- If a student submits the required documents as mentioned above within 21 days, Vibe College will perform the deferment of the Course Start Date to the next available intake and enter relevant comments in PRISMS within 31 days of the Agreed Starting Date
- If a student fails to submit an Enrolment Variation Form within 21 days of their course start date with Vibe College, Vibe College will initiate the process of enrolment variation and report such instance on PRISMS within 31 days of the agreed starting date of the course under Non-Commencement of Studies.

### 23.3.2 On-shore Students

Should an onshore student elect to withdraw from a course and return permanently to their home country, they must submit:

- A completed Enrolment Variation Form.
- Copy of flight Ticket and Email to Department of Home Affairs to voluntarily cancel their student visa (copy of the email to be sent to Vibe College on [info@vibecollege.edu.au](mailto:info@vibecollege.edu.au))
- If a student fails to submit an Enrolment Variation Form within 21 days of their course start date with Vibe College, Vibe College will initiate the process of enrolment variation and report such instance on PRISMS within 31 days of the agreed starting date.

### 23.3.3 Reminder: Non-Commencement

If it is noted a student has failed to commence their course on the agreed starting date, Student Services will send a reminder email to the student within 1 week of agreed starting date, reminding them of their course commencement date.

## 24. RECOGNITION OF PRIOR LEARNING (RPL) / CREDIT TRANSFER POLICY AND PROCEDURE

### 24.1 Scope

This policy applies to all learners enrolled/seeking to enrol with Vibe College's courses of study and outlines the conditions under which Credit Transfer and Recognition of Prior Learning (RPL) will be assessed/granted.

This policy aligns with the Standards for Registered Training Organisations 2015, whereby RTOs are required to offer RPL to learners and must accept and provide credit to learners for units of competency and/or modules (unless licensing or regulatory requirements prevent this) where verifiable evidenced is provided.

It also serves to meet Vibe College's obligations under the Standards for Registered Training Organisations (RTOs) 2015 Standard 1, and National Code of Practice for Providers of Education and Training to Overseas Students 2018 Standard 2.

### 24.2 Definitions

#### 24.2.1 Credit Transfer

Credit for previous studies is not recognition of prior learning. Credit is producing evidence of units of competency/qualifications previously undertaken and successfully completed. The national Vocational Education and Training system is structured to support the recognition of nationally endorsed qualifications, skill sets and units of competency, regardless of where they were issued within Australia.

Students must not be required to repeat any unit or module in which they have already been assessed as competent (unless licensing or regulatory requirements prevent this).

If a student provides suitable evidence of the successful completion of a unit or module at any RTO, Vibe College must provide credit for the unit or module (upon presentation and validation of applicable evidence).

### 24.2.2 Recognition of Prior Learning

RPL is an assessment-only process, determining the competence of an individual acquired through formal, non-formal and informal learning, to determine if they meet the requirements for a unit of study. This may include:

- Formal learning – learning through a structured program and is linked to the attainment of an AQF qualification or statement of attainment (for example, a certificate, diploma, or university degree). (This does not include direct credit transfer where the learner has completed the exact unit of competency (code and title) with another RTO – see Credit Transfer)
- Non-formal learning - learning through a structured program which does not lead to the attainment of an AQF qualification or statement of attainment (for example, in-house professional development programs); and
- Informal learning - learning through experience of work-related, social, family, hobby, or leisure activities (for example the acquisition of interpersonal skills developed through several years as a sales representative).

Overseas qualifications are also recognised, provided that the National Office of Overseas Skills Recognition (NOOSR) can substantiate the qualifications.

### 24.3 Policy

All students/potential students have the right to apply for RPL or Credit Transfer. Should a student choose to apply for RPL or Credit Transfer, Vibe College will provide the information and support to assist them through this process.

Applications for Credit Transfer and RPL will be considered on a case-by-case basis and in a timely manner to ensure that all applicants are able to make well-informed choices about study options by taking into account the recognition to which they are entitled.

Applicants should check the box on their enrolment form to indicate their intent to apply for Credit Transfer and/or RPL. Post-enrolment, applicants should request an application form for Credit Transfer/RPL from Student Services at their respective campus.

Students seeking to apply for credit transfers/RPL, are encouraged to do so prior to commencement of their course enrolment. Students are still eligible to apply for credit transfer/s or RPL during their course, however, if the application is not made within the first two weeks from the commencement date of the unit in question, there will be no adjustment of fees for the cost of the unit, and the application fees for the credit transfer/RPL request will still apply.

Vibe College assessors are obligated to ensure the validity, currency, authenticity, and sufficiency of evidence submitted in their consideration and evaluation of all applications.

All written evidence must be submitted in English. It is the applicant's responsibility to have the documents translated into English by a recognised authority, e.g., National Accreditation Authority for Translators and Interpreters (NAATI).

Credit Transfer/RPL entitlements may have an impact on the structure and duration of a learner's qualification. If granting of RPL/Credit Transfer results in the shortening of the actual duration of the course of an international student, the student will be issued with a new CoE and the Department of Home Affairs will be notified via PRISMS.

*Note: As an RTO, Vibe College is not obliged to issue a qualification or statement of attainment, that has been achieved wholly through recognition of prior learning of units and/or modules completed at another RTO.*

#### 24.3.1 Evidence to Credit Transfer

Applications for Credit Transfer must include units of competencies completed, duration of the course and evidence of completion (certificate and transcript or statements of attainment).

### 24.3.2 Evidence for RPL

Applicants for RPL will be provided with, Stage One Tool Kit to undertake a self-assessment. Applicants will also be provided with an opportunity to discuss their application with a Trainer if required. Trainer will review completed Stage One Tool Kit and make an evaluation as to whether the student is eligible for RPL. If identified as ineligible, student will be advised in writing.

If eligible, applicant will be sent Stage Two Tool Kit, which provides direction for completion of the RPL process, including what supporting documentary evidence they will need to provide.

Written evidence may include the following:

- transcripts, academic records, course subject outlines
- site training records, statements of attendance/certificates relating to business in-house courses, workshops, seminars.
- detailed Résumé (CV)
- position descriptions
- relevant licences
- references/testimonials/Statements of Service/letters of support from current and/or past employers (must be on official company letterhead and provide current contact details of the employer)
- third party reports
- diaries/task sheets/job sheets/logbooks
- membership of relevant professional associations
- portfolio of work

RPL applicants must be made aware that they will be required to demonstrate recent industry currency in relation to required industry skills, knowledge and understanding. For industry currency to be considered 'recent', applicants must be able to prove they have worked within the applicable industry within the last 2 to 3 years.

RPL applicants may be required to engage in a 'Competency Conversation', providing oral answers to questions to demonstrate knowledge and understanding. They may also be asked to demonstrate specific skills or to complete assessments.

For offshore applicants and online students not living within reasonable travel distance to a campus, competency conversations may be conducted by telephone, skype or web conferencing.

Assessors may also require direct observations of a particular task, skill or activities which may take place in a simulated or actual workplace environment.

### 24.3.3 Assessment Timeframes

Applications for Credit Transfer and RPL will be assessed by an appropriately qualified Vibe College member of staff within 10 working days. Note, Assessors may require RPL applicants to provide additional evidence, information or to participate in practical observations and/or demonstrations.

### 24.3.4 Evidence and Record Keeping

The in line with Vibe College's obligations under the Education Services for Overseas Students (ESOS) Act 2000, all records are to be retained for a minimum period of two (2) years from the date the student completes their final course with Vibe College, or from the date on which the student's internal appeal is finalised if later than the enrolment end date, and where applicable.

## 24.4 Applicable Fees

**Credit Transfer:** An administration fee applies for all evaluation and processing of credit transfers.

**RPL:** A service fee applies to each unit of competency being applied for, irrespective of outcome of submission.

Please check with Vibe College for more information of applicable fees.

## 24.5 Credit Transfer Procedure

**Pre-enrolment:** applicant to tick box on enrolment form indicating they are seeking Credit Transfer/s.

**Post enrolment:** applications for Credit Transfer post enrolment can be accessed through Student Services. Process will then follow the same steps as below for pre-enrolment however student must be informed that if the application is not made within the first two weeks from the commencement date of the unit in question, there will be no adjustment of fees for the cost of the unit and the application fees for the credit transfer will still apply.

1. Applicants will be sent a Verification Permission form. Applicant to complete and sign form and attach copy of Transcript or Statement of Attainment (SoA).
2. Application will be reviewed by RTO Manager, including verification of authenticity of Transcript/ SoA. RTO Manager to complete Credit Transfer Review Form based on findings.
3. Student will be advised in writing of approval or denial of application.
4. Student admissions team shall issue an offer letter and written agreement reflecting the Credit Transfers approved
5. Once the student sign and accepts the new offer letter and written agreement, RTO Manager will coordinate with Data and Reporting Officers to apply Credit Transfers to units in the student's Account within the student management system.
6. If the granting of Credit Transfers, results in the shortening of the duration of the course of an international student, the student will be issued with a new CoE, and the Department of Home Affairs will be notified via PRISMS.

All records relating to requests/granting of credit transfers will be maintained on the student's account within the College's student management system.

### 25.5.1 RPL Procedure

**Pre-enrolment:** applicant to tick box on enrolment form indicating they are seeking to pursue RPL.

**Post enrolment:** applications for RPL post-enrolment can be accessed through Student Services. Process will then follow the same steps as below for pre-enrolment; however, student must be informed that if the application is not made within the first two weeks from the commencement date of the unit in question, there will be no adjustment of fees for the cost of the unit, and the application fees for the RPL will still apply.

1. Applicant will be provided with Stage One Tool Kit to undertake a self-assessment. Applicants will also be provided with an opportunity to discuss their application with a Trainer. Trainer will review completed Stage One Tool Kit and make an evaluation as to whether the student is eligible for RPL.
2. If identified as ineligible, student will be advised in writing.
3. If eligible, applicant will be sent Stage Two Tool Kit, which provides direction for completion of the RPL process, including what supporting documentary evidence they will need to provide.
4. Trainer will continue to work with applicant throughout the RPL process.
5. Once completed and approved, information will be provided to the Data and Reporting Officers to apply RPL codes to the units in the student's Account in the student management system.
6. If the granting of RPL results in the shortening of the duration of the course of an international student, the student will be issued with a new CoE, and the Department of Home Affairs will be notified via PRISMS.

All records relating to requests/granting of credit transfers will be maintained on the student's account within the College's student management system.

## 25.6 Appeals

If an applicant is not satisfied with the RPL/Credit Transfer decision, he/she may appeal against the decision, with the appeal to be lodged within 21 working days of the date of the decision. Please refer to Vibe College Complaints and Appeals Policy and Procedure. It can also be accessed from the College website: [www.vibecollege.edu.au](http://www.vibecollege.edu.au).



## 26. OVERSEAS STUDENT TRANSFER BETWEEN REGISTERED PROVIDERS REQUESTS, POLICY, AND PROCEDURE

### 26.1 Scope

The purpose of this Policy and Procedure is to outline the circumstances in which Vibe College will allow both the enrolment of transferring students and the release of students from the College to another provider. The restriction applies to any prerequisite courses in a package of courses as well as the first six months of the principal course.

### 26.2 Policy

This policy is created pursuant to the ESOS Act 2000 and Standard 7 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

### 26.3 Requests for Overseas Students to Transfer from Vibe College to Another Provider

Vibe College's Transfer between Providers Policy can be located on our website. Please read the policy prior to considering a request to transfer.

This Policy outlines the circumstances in which Vibe College will allow both the enrolment of transferring students and the release of students from the College to another provider.

The restriction applies to any prerequisite courses in a package of courses as well as the first six months of the principal course. This Policy has been created in line with the ESOS Act 2000 and Standard 7 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Note: (Providers must not actively recruit a student before the student has completed six months of his or her principal course (refer to Standard 1.3). These restrictions also apply to any courses undertaken before the principal course. A student must remain with his or her provider for all of his or her courses before the principal course unless Standard 7.1 applies.

#### Definitions

Compassionate or compelling reasons: compassionate and compelling circumstances may include (but are not limited to):

- serious illness or injury, where a medical certificate states that the overseas student was unable to attend classes
- bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the overseas student's studies; or
- a traumatic experience, which could include involvement in, or witnessing of a serious accident; or being the victim of a serious crime, and this has impacted on the overseas student (these cases should be supported by police or psychologists' reports)
- inability to commence course due to non-issue of visa (this applies to only to offshore students)
- where the College was unable to offer a pre-requisite unit

Please Note: circumstances which generally fall outside of compassionate/compelling grounds include:

- Travel & employment opportunities/PR opportunities
- Family or customary obligations such as weddings
- Relationship problems/ Financial difficulties/Cheaper courses

### 26.3.1 Approval to Release Student and Issue a Release Letter

A letter of release, if granted, must be issued at no cost to the student and must advise the student of the need to contact the Department of Home Affairs (DHA) to seek advice on whether a new student visa is required.

Circumstances where Vibe College will issue a release letter to an overseas student requesting a transfer to another provider, prior to the student completing six months of their principal course, include (but may not be limited to):

- The overseas student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with Vibe College's intervention strategy to assist the overseas student to meet their progress obligations, or
- There is evidence of compassionate or compelling circumstances together with supporting evidence which Vibe College has considered, and believes, that it would be in the best interest of the student to transfer to another provider; or
- Vibe College has failed to deliver the course as outlined in the student's written agreement; or
- There is evidence that the overseas student's reasonable expectations about their current course are not being met; or
- There is evidence that the overseas student was misled by Vibe College or one of its education agents, regarding its course offering and the course is therefore not suitable to the needs of the student and/or their study objectives; or
- An appeal (internal or external) on another matter has resulted in a decision or recommendation to release the overseas student; or
- The transfer is considered beneficial to the student's academic progression, including circumstances such as:
  - the transfer allows the student to complete a higher-level tertiary qualification.
    - Vibe College may ask the student to provide additional documentation in support of their application in order to assess the genuinity of the student's application. Documentation may include (but not limited to) financial documents of the student's availability of funds to support their higher- level tertiary qualification, as per student visa requirements.
  - the student is transferring to a qualification not offered at Vibe College, due to the inability to cope academically and upon being able to clearly demonstrate or prove that they made a genuine attempt at their studies.
  - Vibe College is no longer able to provide the program or support in which the student is due to commence or has enrolled.

### 26.3.2 Refusal to Issue a Release Letter

Whilst each individual application for a letter of release will be given due consideration in relation to the specific reasons/circumstances offered by an overseas student, circumstances where Vibe College will not approve the release of an overseas student or issue a release letter include:

- The student has changed their mind about the course, including students enrolled in package courses.
- It is considered that granting the release would be detrimental to the student. Factors which may be considered to the detriment of a student may include:
  - The transfer may jeopardise the student's progression through a package of courses; or
  - The transfer would be detrimental to the student's future study and/or career objectives.
  - The student is transferring to a lower-level qualification or different subject not offered at the College, for reasons other than academic ability; or
  - The student has not started studying, or has not accessed the College's student support or welfare services after having been requested to do so, or if the student has

- recently started studying the course and the full range of support services are yet to be provided or offered to the student; or
- When the student has been previously warned for unsatisfactory progress or attendance; and in the view of Vibe College, the student is trying to avoid being reported for failure to meet attendance or course progress requirements.
  - When the student is experiencing timetable schedule conflict with personal, work, or other non-study commitments; or
  - When the student wants to or has moved to a different location (unless there are compassionate or compelling reasons); or
  - When the student has unpaid course fees for his or her current study period. The current study period is the study period in which the student applies for a letter of release; or
  - When the student wants to transfer to a provider offering lower fees; or
  - There is no written confirmation from another registered provider that a valid enrolment offer has been made.
  - Vibe College has assessed genuinity of the student and found the student to be not genuine, where they were not meeting student visa requirements.
  - Student has not utilized the student support system provided by Vibe College for which the student is providing reason for their release request.

Where Vibe College does not grant a letter of release, the student must be provided with written reasons for refusing the request noting the decision, the reasons for the decision and the factors taken into consideration, reflecting the student's individual circumstances. Decision will be conveyed to the student within 20 working days after receiving a complete release request application (If the student has not provided sufficient documents, the days will count from the day the required documents are submitted). The student must also be informed of his or her right to appeal the decision within 20 working days in accordance with Vibe College's Complaints and Appeals Policy and Procedure.

Vibe College will maintain records of all requests from students for a letter of release, including evidence of the assessment and decision regarding the request, on the student's file for two years from the date that the student completes their enrolment with Vibe College, or from the date on which any internal or external appeals process is finalized.

Vibe College will not finalise the student's refusal status in PRISMS until the appeal finds in favour of Vibe College decision, or the student has chosen not to access the complaints and appeals processes within the 20-working day period, or the student withdraws from the process. The student must continue to attend scheduled classes until an outcome of the cancellation of course and Release Letter request has been made.

## 26.4 Students Transferring from Another Provider and Seeking to Enroll with Vibe College

Vibe College will not knowingly enrol an overseas student wishing to transfer from another registered provider without the releasing registered provider agreeing to the overseas student's release and providing a letter of release, except in the following circumstances where no release letter is required to accept an enrolling overseas student.

### 26.4.1 No Release Letter Required

- The student has completed at least six months' study in his or her Principal Course (last course in his or her CoE package); or
- The releasing registered provider has agreed to the overseas student's release and recorded the date of effect and reason for release in Prisms; or
- The student is government sponsored and that government sponsor provides written support for the change as it considers the change to be in the student's best interests; or
- The original registered provider has ceased to be registered or the course in which the student is enrolled has ceased to be registered; or

- The original registered provider has had a sanction imposed on its registration by the Australian Government or state or territory government that prevents the student from continuing his or her principal course.

## 26.5 Appeals

If Vibe College's decision is to refuse the release of the student or does not respond during the timeframe set out in this policy, the student may appeal through the College's complaints and appeal process and complete the Complaints and Appeals Form. Please refer to Vibe College Complaints and Appeals Policy and Procedure. The policy and form can also be accessed from the College website: [www.vibecollege.edu.au](http://www.vibecollege.edu.au).

## 26.6 Refunds

If a student's transfer to another CRICOS registered provider is approved, the student will be subject to the normal conditions of Vibe College's Refund Policy and Procedure. Please refer to the Refund Policy and Procedure section in this handbook or it can be accessible on the Vibe College's website: [www.vibecollege.edu.au](http://www.vibecollege.edu.au).

## 26.7 Procedure

At each stage of the Transfer between Registered Providers process, the following procedures should be adopted. All requests for transfer to another provider must be submitted in writing on the Enrolment Variation Form.

### 26.7.1 Transfer Out

Overseas students requesting to transfer from Vibe College to another CRICOS registered provider must provide:

- Completed and approved Enrolment Variation Form
- Unconditional offer letter from the CRICOS registered provider confirming a valid offer of enrolment has been made.
- All requests for release will be assessed by Head of International Student Recruitment and Admissions
- The reviewing officer may request for additional documents (including current resume, GTE and financial documents) if required
- After the assessment has been completed, a decision and recommendation on whether to release will be provided to Head of International Student Recruitment and Admissions, who will then respond in writing to the applicant within 20 working days. The response to the student must clearly detail the decision and outline the reasons for this decision, as made by Vibe College (this applies to both the approval and denial of release).
- If the request for transfer is denied, the student must also be advised of their right to appeal the decision in accordance with Vibe College's Complaints and Appeals Policy.
- An electronic copy of the application, supporting documentation and response are to be kept on the students file on RTO Manager.
- In any form the student communicates that he/she wants to cancel his/her enrolment with Vibe College, ceased attending college and the student does not submit evidence to support his/her application to Cancellation, then the student support team will follow up with the student for the documentation and even then, if the student doesn't submit required paperwork in support of his/her request, in such a case, when student fails to meet the required academic course in one study period, the Vibe College Course Progress Monitoring Policy will be applied and student will be reported for unsatisfactory course progress.
  1. In all the above cases, Vibe College will be using the date on which a student submits the enrolment variation form as the students Last Day of Study as per one of the definitions of "Students Last Actual Day of Study" on the PRISMS Provider User Guide on page 64. Below is the excerpt of the definition:

“Represents the date on which the Provider considers that their educational teaching responsibilities to the student, on that Confirmation of Enrolment, undertaking that particular course of education, ceased.”

**College may interview/meet with the student before the college finalises the student's request to transfer between providers.**

### 26.7.2 Overseas Student Request to Enroll with Vibe College from Another Provider

Overseas students requesting to enrol with Vibe College from another CRICOS registered provider, must provide a letter of release from the principal course provider which details the agreement of that provider to release the student from their enrolment (except under the circumstances outlined in the section of No Release Letter Required of this policy).

Once Vibe College receives the release letter from the principal course provider, the student will undergo the Vibe College enrolment process.

## 27. DEFERRING, SUSPENDING AND CANCELLING POLICY AND PROCEDURE

### 27.1 Scope

This policy applies to all overseas students enrolled with Vibe College's courses of study and outlines the process for assessing and documenting requests for deferral, suspension, or cancellation of studies, in line with obligations under Standard 9 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

### 27.2 Policy

All overseas students will be provided with a copy of this policy prior to enrolment in order to inform of the basis on which applications for deferral, suspension or cancellation of studies will be assessed. This policy also outlines the circumstances in which the College initiated suspension or cancellation of a student's enrolment will be managed. This policy is also available on the Vibe College website.

Attendance monitoring will not be conducted during approved deferred or suspended periods of an overseas student's enrolment.

### 27.3 Definitions

- **Deferral:** Application for a deferral is when a student makes the decision to postpone or put off their course BEFORE it commences
- **Suspension:** Suspension applies when a student needs to put their studies on hold DURING their course. A student may apply for a suspension of their studies due to compassionate or compelling reasons. Vibe College can also suspend a student's studies due to student misconduct.
- **Cancellation:** Cancellation applies to a student seeking to terminate their enrolment and permanently withdraw from their course of study. Vibe College can also make the decision to cancel a student's enrolment on the basis of misconduct or breach of student visa conditions.

### 27.4 Overseas Student's Initiated Deferral, Suspension or Cancellation

An overseas student may request a deferral or suspension of their enrolment under compassionate or compelling circumstances. Compassionate and compelling circumstances may include (but are not limited to):

- serious illness or injury, where a medical certificate states that the overseas student was unable to attend classes.
- bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the overseas student's studies; or
- a traumatic experience, which could include:
  - involvement in, or witnessing of a serious accident; or
  - witnessing or being the victim of a serious crime, and this has impacted on the overseas student (these cases should be supported by police or psychologists' reports)
- inability to commence course due to non-issue of Visa.

The following examples are not unusual or exceptional circumstances and are **not** grounds for an overseas student to request a deferment, suspension, or cancellation of their enrolment:

- Work-related pressures
- Daily life traumas and stresses
- Relationship difficulties and break ups
- Minor illnesses which do not incapacitate the student.
- Celebratory relationship events e.g., Weddings
- Any type of health or religion-related claims regarding food handling where food handling is a clear requirement of the enrolled course program.

Requests must be submitted using the Enrolment Variation Form, together with documentation supporting the reason for the request. Requests will be responded to within 10 working days.

### 27.4.1 Supporting Documentation

Supporting documents to be provided with an application may include but not limited to:

- If the student is requesting suspension/deferral on grounds, then the student must provide the appropriate documentation.
- If the student is unable to travel to Australia, medically unfit to travel documents are required.
- If the student visa is granted late where the student is required to provide a notice period for termination of their current employment to their existing employer
- Specific dates must be provided. Terms such as 'early', 'mid', 'late' or month only are not acceptable.
- If the student is going offshore, then they must be able to show a valid Departure and Return airfare. Itinerary or confirmations are not acceptable.
- Bereavement – A Death or Critical Illness Certificate must be provided.
- A Traumatic Experience – A Police Report must be provided.
- If the student is medically unfit to study, a suitably descriptive doctor's medical certificate that covers the period of deferment / suspension. Note: Vibe College reserves the right to request further details from the issuing Doctor

If the student's application is approved, Vibe College will:

- Advise the student of the decision in writing (Enrolment Variation Letter), along with informing the student that any amendment to their enrolment (including cancellation), may affect their student visa and recommend they seek advice from the Department of Home Affairs.
- If the period of suspension or deferral does not impact the completion date specified on the student's CoE, the student's CoE will not be amended or re-issued, however, the period of deferral/suspension will still be recorded in PRISMS.
- If the period of suspension or deferral impacts the commencement or completion date of the CoE, the Department of Education and Training will be notified via PRISMS, the original

CoE will be cancelled and re-issued with applicable dates amended as per revised commencement and/or completion dates.

- In the event of the cancellation of an overseas student's enrolment, Vibe College will notify the Department of Education and Training via PRISMS and complete the internal processes in relation to course cancellation, including if applicable, issuance of statement of attainment.

If the student's application is not approved:

- and the student is dissatisfied in relation to decisions made regarding the outcome of an application for suspensions, deferral, or cancellation of studies, may appeal against the decision, with the appeal to be lodged within 21 working days of the date of the decision. Please see Vibe College Complaints and Appeals Policy, available from the College website, [www.vibecollege.edu.au](http://www.vibecollege.edu.au)).
- Vibe College will update the student's enrolment on PRISMS within 31 days, as per Section 19 ESOS Act, once the internal and/or external appeal process is over, and the outcome is in favour of Vibe College and the student has exhausted all appeal options.

## 27.5 Vibe College Initiated Suspension or Cancellation of Overseas Student's Enrolment

Vibe College may suspend or cancel an overseas student's enrolment on the basis of:

- misbehavior or academic misconduct by the student (as per Vibe College Academic and General Conduct Policy)
- student's failure to pay course fees.
- breach of student's visa conditions (e.g., in relation to satisfactory progress)
- failure to undertake/continue the course as detailed in the student's written agreement.
- Vibe College implementing its intervention strategy for students breaching satisfactory course progress (including where the student is clearly having difficulty in completing the course within the expected duration, as specified on the student's CoE), in accordance with Standard 8 of the National Code 2018

In the case where Vibe College has initiated the suspension or cancellation of a student's enrolment, a Notice of Intention to Report (with reasons) will be issued to the student, together with information on how to access the College's internal complaints and appeals process.

The student will have 21 working days in which to appeal the decision by initiating the Complaints and Appeals process. Notification on PRISMS will not occur until the result of the internal and/or external appeals process is known, unless extenuating circumstances relating to the welfare of the student apply, such as (but is not limited to):

- The student is at risk of committing a criminal offence or is the subject of an investigation relating to criminal matters.
- The student's actual or threatened behavior poses a threat to other students.
- The student has medical or psychological problems that may affect their well-being.
- The student cannot be located.

## 27.6 Procedure

1. Students must submit a request using the Enrolment Variation Form, together with documentation supporting the reason for the request to Vibe College via email: [info@vibecollege.edu.au](mailto:info@vibecollege.edu.au).
2. Requests will be responded to in writing within 10 working days.
3. Vibe College will advise the student in writing of the decision, ensuring the student is informed that any amendment to their enrolment may affect their student visa and that it is recommended they seek advice from the Department of Home Affairs

4. If the student's application is approved, Vibe College will update the student's enrolment on PRISMS within 31 days, as per Section 19 ESOS Act.
  - 4.1. Deferral has been approved – the original CoE to be cancelled and re-issued with applicable dates amended as per revised commencement and completion dates.
  - 4.2. Suspension has been approved - if the period of suspension impacts the commencement or completion date of the CoE, the Department of Education and Training will be notified via PRISMS, the original CoE will be cancelled and re-issued with applicable dates amended as per revised commencement and/or completion dates.
  - 4.3. Suspension has been approved - if the period of suspension or deferral does not impact the completion date specified on the student's CoE, no amendment is required to the student's CoE, however, the period of suspension must still be recorded in PRISMS.
  - 4.4. Cancellation has been approved – notify Department of Education and Training via PRISMS, cancel Student CoE, amend student enrolment within RTO Manager and if applicable, issue statement of attainment.
5. A copy of the students updated CoE (in case of deferment or suspension) will be emailed to the student, along with the Enrolment Variation Letter, which indicates the student should seek advice from Department of Home Affairs about the potential implications it may have on his or her student visa, in case of the change of the course end date.
6. In case of cancellation, only the Enrolment Variation Letter will be emailed to the student, which indicates the student should seek advice from Department of Home Affairs about the potential implications it may have on his or her student visa.
7. If the student's application is not approved and he or she is dissatisfied in regard to the outcome of the application for suspension, deferral or cancellation of studies, the student may appeal against the decision with the appeal to be lodged within 20 working days of the date of the decision. Please see Vibe College Complaints and Appeals Policy, available from the College website
8. If the student chooses to access the Vibe College complaints and appeals process, any variation to their enrolment under this standard cannot take effect until the process is completed, unless extenuating circumstances relating to the welfare of the student apply.
9. If the internal and/or external appeal at the end of the process, is in favour of the student, Vibe College will implement the recommendations made.
10. If the internal and/or external appeal at the end of the process, is in favour of Vibe College, Vibe College will ensure that a written copy of the decision is made available to the student, including full details of the reason for the decision.

### Important Notes:

- Data officers are to be advised in relation to any amendments to student enrolments in order to ensure students' course details are accurately updated within the Student Management System (RTO Manager)
- Deferral, Suspension, or cancellation of enrolment may have implications for the student's visa; especially if the course end date has been changed. Vibe College advises that students seek appropriate advice regarding these implications by contacting the Department of Home Affairs. Vibe College does not provide immigration advice to students.



## 28. COMPLAINTS AND APPEALS POLICY AND PROCEDURE

### 28.1 Scope

The purpose of this document is to outline Vibe College's Complaints and Appeals Policy and Procedure for all academic and non-academic matters and applies to all Vibe College students, both international and domestic. Vibe College is committed to ensuring its complaints and appeals processes are freely accessible and managed in a fair, just, and transparent manner.

### 28.2 Policy

The College undertakes to ensure that:

1. All disputes, complaints and appeals will be handled professionally, equitably, confidentially and in a timely manner, with a view to achieving satisfactory resolution.
2. All parties will have a clear understanding of the steps involved in the Complaints and Appeals procedure, prior to and during the carrying out of the procedure.
3. Prospective students are provided with a copy of the Complaints and Appeals Policy and Procedure document before making a contract to enroll, and again at course commencement.
4. There is no cost for a student to lodge an internal complaint or an appeal.

Students are encouraged, wherever possible, to resolve concerns or difficulties directly with the person(s) concerned. Vibe College teaching and administrative staff are available to assist students to resolve their issues at this level.

At all stages of the process, discussions relating to complaints, grievances and appeals will be recorded in writing. Reasons and a full explanation in writing for decisions and actions taken as part of this procedure will be provided to the complainant/appellant. Decisions will be made based on but not limited to current Government Legislation, Standards for RTOs 2017, Vibe College Policies and Procedures and, where applicable, The Rules of Evidence and The Principles of Assessment, providing a written report to the complainant/appellant within 20 working days, on the steps that will be taken to address the issue, clearly stating the reasons for the decision.

### Complaints and Appeals Records

The Compliance Manager will maintain records of all complaints and appeals and their outcomes. The Compliance Manager will table complaints and appeals in Vibe College Management meetings, identifying potential causes of complaints and appeals, the action/s taken to eliminate or mitigate the likelihood of reoccurrence. All complaints and appeals paperwork are kept by the Compliance Manager in the Complaints and Appeals file and entered on the Complaints and Appeals Register.

### 28.3 Definitions

- **Academic Matters:** student progress, assessment, curriculum, and awards
- **Non-Academic Matters:** including but not limited to those related to personal information, financial matters, behavior of Vibe College staff and/or agents, and enrolment matters.
- **Informal Complaint:** informal discussion between a complainant and a member of the College.
- **Formal Complaint:** A written statement from a complainant lodged with Vibe College.
- **Appeal:** A review of the outcome of a formal complaint by Vibe College
- **External Body Review:** organisation external to and independent of Vibe College who can review and consider a decision Vibe College has made regarding a formal complaint or appeal.
- **Complainant:** Anyone making a complaint or raising a grievance with Vibe College and accessing the complaints and appeals process

## 28.4 Procedure

The following procedure outlines the four stages in the complaints and appeals process. If a student chooses to access the complaints and appeals processes, Vibe College will maintain the student's enrolment while the complaints/appeals process is being undertaken.

Vibe College will respond to any complaint or appeal the complainant/appellant makes regarding his or her dealings with Vibe College, Vibe College's Education Agents or any related party Vibe College has an arrangement with to deliver the overseas students' course or related services.

### 28.4.1 Stage One: Informal Complaint

1. Any person wishing to make a complaint may do so in an informal manner by requesting to speak with any member of the Vibe College staff including trainers, administrative staff, or a member of the management team. The complainant may bring a support person to accompany them to discuss their grievance.
2. Should the complainant feel that their grievance is not satisfactorily resolved, they may submit their complaint formally in writing.

### 28.4.2 Stage Two: Formal Complaint

1. If complainants are dissatisfied with the results of the informal discussions, they can make a formal complaint by submitting a Complaint and Appeals Form. This form is available on Vibe College's website under "Downloads" or complainants can request a copy from Vibe College's Student Services personnel. They can also submit a complaint via Vibe College's Feedback webform available at [www.vibecollege.edu.au](http://www.vibecollege.edu.au)
2. The relevant Vibe College staff member will review, assess, and investigate the complainant's submission and respond with a written statement of the outcome of the complaint within 10 working days of the date the Complaint and Appeals Form was submitted.
3. The written response will contain full details of the reasons for the outcome.
4. The student will be advised of their right to an appeal if they are still dissatisfied with the outcome at this stage.
5. If Vibe College considers more than 60 calendar days are required to process and finalise the complaint, the student will be informed in writing of the reasons why more than 60 calendar days are required and will keep the complainant updated on the progress of the matter.

### 28.4.3 Stage Three: Internal Appeal

1. If complainants are dissatisfied with the outcome of the formal complaint, they have 20 working days from the date of the written response to the formal complaint to lodge a written appeal for a review of the outcome by Vibe College PEO or their designated personnel.
2. Vibe College PEO or their designated personnel will assess the original complaint, plus any extra evidence submitted as part of the appeal and respond with a written statement of the outcome of the appeal within 10 working days of the date the written appeal was submitted.
3. The written response will contain full details for the reasons for the outcome.
4. If the appellant wishes to have their appeal heard in person or via teleconference, they may be accompanied or assisted by another person, at the appellant's cost.
5. If the appellant wishes to have the appeals decision reviewed by an independent, external body, the stages for an External Review are set out in Section 7, below.

If Vibe College considers more than 60 calendar days are required to process and finalise the appeal, the student will be informed in writing of the reasons why more than 60 calendar days are required and will keep the appellant updated on the progress of the matter.

#### 28.4.4 Stage Four: External Review

1. If complainants are dissatisfied with the outcome of the internal appeal, they have 20 working days from the date of the written response to the internal appeal to lodge an appeal for a review of the appeal by an independent, external body.
2. Depending on the independent, external body appealed to and the student's individual circumstances, there may be a cost involved in an external review. For students who have enrolled in VET Student Loan-eligible courses and for international students, Vibe College is able to provide for a cost-free external review by an independent person or body with appropriate expertise. Please see below listings of independent, external review bodies. For other student cohorts, please contact Vibe College if you would like help to determine the costs of an external appeal.
3. If the appellant wishes to have their appeal heard in person or via teleconference, they may be accompanied or assisted by another person, at the appellant's cost.
4. If the independent, external body finds in favour of the appellant, Vibe College will comply with all recommendations made or instructions given by the body.
5. If the independent, external body finds in favour of Vibe College, Vibe College will ensure that a written copy of the decision is made available to the student, including full details of the reason for the decision.

The following is a non-exhaustive list of independent bodies with which appeals for external review may be lodged, depending on the individual complainant's circumstances:

##### Office of the Commonwealth Ombudsman

- <http://www.ombudsman.gov.au/How-we-can-help/overseas-students>
- 1300 362 072
- [ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au)

Students who are the subject of Vibe College initiated suspensions or cancellations will have access to Vibe College's Complaints and Appeals process. They will have 21 days in which to initiate the Complaints and Appeals process.

#### 28.4.5 Assessment Results Appeals

Students wishing to appeal an assessment decision must submit their appeal in a period no longer than 60 days following the competency decision.

Please follow the procedure outlined above.

## 29. CRITICAL INCIDENT POLICY AND PROCEDURE

### 29.1 Scope

This policy applies to all students enrolled in a course of study with Vibe College and is the basis for the scope and management of all critical incidents.

### 29.2 Policy

This policy is created pursuant to the ESOS Act 2000 and Standard 6 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Vibe College recognises that planning for the management of a critical incident is essential to enable Vibe College and its staff to meet the duty of care owed to its students. All students at Vibe College have the right to feel safe and to be safe. Staff members have a legal and moral responsibility to report and respond to critical incidences involving the students with whom they have contact with.

Vibe College recognises that appropriate infrastructure must be in place to ensure that all necessary support services are provided in the event of a critical incident. This document outlines Vibe College policy, support mechanisms and procedures for managing a critical incident.

This policy will ensure that Vibe College has:

- an effective approach in responding to critical incidents as they occur.
- appropriate support and counselling services available to those affected.
- appropriate training and information resources provided to staff.

Under Standard 6.8 of the National Code 2018, the registered provider must have a documented critical incident policy together with procedures that cover the action to be taken in the event of a critical incident, required follow-up to the incident, and records of the incident and action taken.

### Reporting Requirements of Critical Incidents

**By students** – all international students will be advised during orientation of the details of the Vibe College Critical Incident Policy and Procedure. Each student will be given documentation which contains details of relevant and local emergency services, Vibe College contact persons and telephone numbers.

**By staff** – all members of staff will be provided with a copy of the critical incident policy and procedure. Those members of staff who teach/interact with international students will be provided with training in the requirements of the policy and procedure.

**By the responsible College officer in the event of a missing student** – once an international student has been missing (and uncontactable) from the College for 5 working days, the matter is to be reported to the police and the family of the international student involved.

### 29.3 Definition of Critical Incident

Critical incidents are not limited to, but could include:

- serious injury or illness of a student or staff
- death of a student or staff member
- students or staff lost or injured during fieldwork experiences.
- a missing student
- severe verbal or psychological aggression
- sexual and/or physical assault / abuse
- student or staff witnessing a serious accident or incidence of violence.
- natural disaster e.g., earthquake, flood, windstorm, hailstorm, or extremes of temperature
- fire, bomb-threat, explosion, gas, or chemical hazard
- social issues e.g., domestic violence, drug use, alcohol abuse, mental health crisis or attempted suicide
- international hostage situations/kidnappings

### 29.4 Critical Incident Team

Vibe College has a Critical Incident Team to assist the Principal Executive Officer (PEO) in the prevention and management of critical incidents at the College, or off campus, in the case of an overseas student for whom Vibe College has undertaken care responsibilities.

1. The RTO Manager or Campus Manager (as applicable) is the critical incident team leader.
2. The Critical Incident Team also includes:
  - a) Principal Executive Officer (PEO)
  - b) Course Coordinator
  - c) Student Support Officer
3. The responsibilities of the Team include:

- a) risk assessment of hazards and situations which may require emergency action.
- b) analysis of requirements to address these hazards.
- c) establishment of liaison with all relevant emergency services e.g., police, fire brigade, ambulance, community emergency services, hospital, poisons information centre, community health services and/or Department of Immigration and Border Patrol.
- d) d) 24-hour access to contact details for all students and their families (for overseas students this includes agents, consular staff, embassies)
- e) e) 24-hour access to contact details for all relevant staff members needed in the event of a critical incident e.g., Critical Incident Team leader, Campus Manager and Student support officers
- f) development of a Critical Incident Plan for each critical incident identified.
- g) assisting with implementation of Critical Incident Plans
- h) dissemination of planned procedures
- i) organisation of practice drills
- j) coordination of appropriate staff development
- k) regular review of Critical Incident Plans

## 29.5 Procedure

Vibe College Critical Incident Plan assigns responsibilities among relevant staff members and covers all the actions to be taken and timelines for doing so.

### 29.5.1 Immediate Response (within 24 hours) During Operating Hours

1. Students and staff are required to notify any critical incident involving an international student immediately to the RTO Manager, Campus Manager or PEO as applicable.
2. RTO Manager/Campus Manager/PEO will consider the details and severity of the incident and determine what action needs to be taken.
3. If the incident is not severe and can be resolved with resources available, RTO Manager/Campus Manager/PEO will initiate the action required to be taken to ensure the appropriate level of support is provided.
4. If the incident is severe and warrants a level of support/assistance from external resources RTO Manager/Campus Manager/PEO will initiate action to arrange that support. Personal details may be provided to the relevant emergency service/s if the student involved is incapacitated and unable to provide these particulars themselves.

### 29.5.2 On-Campus Within Operating Hours

1. Identify the nature of the critical incident.
2. Contact emergency services [under no circumstances are students/staff to be transported in private vehicles]
3. Secure the area, if applicable
4. Ensure safety and welfare of staff and students.
5. Notification of the critical incident team leader (or member of the critical incident team if not present on campus)
6. Implementation of appropriate Critical Incident Plan
7. Liaison with emergency services, hospital, and medical services
8. Managing media and publicity
9. Contact and inform parents and family members.
10. Identify students and staff members most closely involved and at risk.
11. Assess the need for support and counselling for those directly and indirectly involved

### 29.5.3 Outside Operating Hours

1. Students and staff are required to notify any critical incident involving an international student immediately to the applicable Critical Incident Team member nominated for each campus (see Emergency Contact List in this Policy). The team member will then assess whether the severity of the incident warrants contacting the applicable Critical Incident Team Leader.
2. Critical Incident Team member will gain access to the records of the international student/s involved to enable verification of details to any emergency services involved.
3. Critical Incident Team Leader will determine if there is any care or support required to be provided and make the necessary arrangements.
4. The Critical Incident Team Leader will determine whether other staff or family members need to be advised of the details of the incident. They will take the necessary action.
5. When a critical incident occurs, the Critical Incident Team Leader will call a meeting with the Critical Incident Team and will set in motion an Action Plan to manage the incident and various aspects arising from the incident.

### 29.5.4 Secondary Response [48-72 hours]

1. Assess the need for support and counselling for those directly and indirectly involved [ongoing]
2. Provide staff, students, and wider Vibe College community, with factual information as appropriate.
3. Arrange debriefing for all students and staff most closely involved and at risk
4. Restore Vibe College to regular routine, program delivery, and community life as soon as practicable.
5. Completion of Critical Incident Report

### 29.6 Action Plan

The Action plan will include creating and disseminating a plan and strategies in:

- Understanding all the known facts and will request that the information is not immediately made public.
- Assessing risks, response actions, roles & responsibilities
- Liaison with emergency and other services
- Contact with students' relatives and other appropriate contacts.
- Liaison with other external bodies, such as accommodation host/s, guardians, or foreign embassies
- Counselling and managing students and staff not directly involved in the incident.
- Managing media/publicity
- Reviewing the plan, staff response and identified development and training.
- Reviewing management of the critical incident.

#### 29.6.1 Providing Information.

The RTO Manager/PEO will provide a briefing session and facilitate appropriate venues for the dissemination of information to those affected by the incident. Students and teachers have a need to accept the reality of the event, and the inevitable discussions that follow are better based on fact rather than on rumour or supposition. It is important that rumours are discounted, and ongoing feedback is planned. Only the PEO may speak to the media on behalf of Vibe College.

#### 29.6.2 Assessing the Psychological/Emotional Needs of Those Affect

Should the incident be a traumatic event, it is acknowledged the people involved will need support. Where required, Vibe College will arrange the coordination of/connection to, external support services to meet the needs of student and staff. The nature of this support will vary amongst individuals and the nature of the incident. At a minimum, this will may include providing opportunities for those involved to express and share with others the reactions that they had to the incident. Those in charge and those providing support also need extra consideration during this time.

### 29.6.3 Missing Students

After applicable investigations, should Vibe College fear a student to be missing, the College will implement the actions as per the Critical Incident Action Plan. The student will be deemed *missing* if they do not respond to phone calls and emails sent by the college within 5 working days and student has not attended classes for 5 working days or student has not attended classes for two weeks in a row without prior notification.

### 29.6.4 Death

Should an international student die or sustains serious injury, Vibe College will endeavor to provide any assistance required to the student's family. This may include:

- hiring interpreters
- assisting in the arrangements for hospital/funeral/memorial service/repatriation
- obtaining a death certificate
- assisting with personal items and affairs including insurance issues
- assisting with visa issues
- assisting with accommodation provider.

## 29.7 Seeking Assistance, Reporting and Recording of Incident and Action Taken

The Educational Services for Overseas Students Act 2000 (ESOS Act) requires Vibe College to notify the relevant Commonwealth Departments (Department of Education and Training and the Department of Home Affairs) as soon as practical after the incident.

Students are encouraged to contact Student Support Officers to seek assistance for any critical incidents.

In the case of a student's death or other absence affecting the student's enrolment, the incident will be reported via the Provider Registration and International Student Management System (PRISMS).

### 29.8 Regular Review

Vibe College reviews this policy regularly and following any significant incident. After each critical incident, a meeting of the Critical Incident Team will be held to evaluate the Critical Incident Report and the effectiveness of the management plan, making modifications as required.

## 29.9 Crisis Response Situation Quick Reference

	Type of Incident	Immediate Response	Secondary Response [48-72 hours]	Ongoing Follow-up Response
1	Serious injury or illness of a student or staff member	<input type="checkbox"/> Hospital <input type="checkbox"/> Next of kin	<input type="checkbox"/> Academic staff <input type="checkbox"/> Administration staff <input type="checkbox"/> Accommodation provider	<input type="checkbox"/> OSHC <input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service
2	Death of a student or staff member	<input type="checkbox"/> Police <input type="checkbox"/> Hospital <input type="checkbox"/> Next of kin <input type="checkbox"/> Student Administration	<input type="checkbox"/> Accommodation provider <input type="checkbox"/> Consulate/Embassy <input type="checkbox"/> Academic staff <input type="checkbox"/> Administration staff <input type="checkbox"/> External Relations <input type="checkbox"/> DHA	<input type="checkbox"/> OSHC <input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service

3	Students or staff lost or injured during fieldwork experiences	<input type="checkbox"/> Police <input type="checkbox"/> Hospital <input type="checkbox"/> Next of kin <input type="checkbox"/> Student Administration	<input type="checkbox"/> Accommodation provider <input type="checkbox"/> Consulate/Embassy <input type="checkbox"/> Academic staff <input type="checkbox"/> Administration staff <input type="checkbox"/> DHA	<input type="checkbox"/> OSHC <input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service
4	A missing student	<input type="checkbox"/> Police <input type="checkbox"/> Next of kin	<input type="checkbox"/> Accommodation provider <input type="checkbox"/> Consulate/Embassy <input type="checkbox"/> Academic staff <input type="checkbox"/> Administration staff <input type="checkbox"/> DHA	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service
5	Severe verbal or psychological aggression	<input type="checkbox"/> Police <input type="checkbox"/> Hospital – Mental Health Unit	<input type="checkbox"/> Accommodation provider <input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service <input type="checkbox"/> Academic staff	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service
6	Sexual and/or physical assault/abuse	<input type="checkbox"/> Police <input type="checkbox"/> Hospital	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service
7	Student or staff witnessing a serious accident or incidence of violence	<input type="checkbox"/> Police	<input type="checkbox"/> Relevant students <input type="checkbox"/> Hospital <input type="checkbox"/> Health Service	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service
8	Natural disaster e.g., earthquake, flood, windstorm, hailstorm, or extremes of temperature	<input type="checkbox"/> Consulate / Embassy <input type="checkbox"/> Police	<input type="checkbox"/> Hospital <input type="checkbox"/> Accommodation Provider <input type="checkbox"/> Relevant students <input type="checkbox"/> Academic staff <input type="checkbox"/> Administrative staff	<input type="checkbox"/> Relationship Australia
9	Fire, bomb-threat, explosion, gas, or chemical hazard	<input type="checkbox"/> Police <input type="checkbox"/> Emergency Services	<input type="checkbox"/> Relevant students <input type="checkbox"/> Hospital <input type="checkbox"/> Health Service <input type="checkbox"/> Administration staff	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service
10	Social issues e.g., domestic violence, drug use, alcohol abuse, mental health, or attempted suicide	<input type="checkbox"/> Police <input type="checkbox"/> Hospital (Mental Health Unit, if applicable) <input type="checkbox"/> Next of kin	<input type="checkbox"/> Accommodation provider <input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service <input type="checkbox"/> Relevant students <input type="checkbox"/> Academic staff	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service <input type="checkbox"/> OSHC
11	International hostage situations/kidnappings	<input type="checkbox"/> Consulate / Embassy <input type="checkbox"/> Police	<input type="checkbox"/> Accommodation <input type="checkbox"/> Academic staff <input type="checkbox"/> Administrative staff	<input type="checkbox"/> Relationship Australia <input type="checkbox"/> Health Service

### 29.9.1 Critical Incident Plan

Tasks	Done	N/A	Completed Date	Remarks
<b>Notification</b>				
Notification to Critical Incident Team and relevant staff				
Confirmation of student's identity				



Obtain details of the incident from the person who reported				
If student dies, report to PEO/Director of Ops				
Begin an incident Log for phone calls etc. (Incident Controller)				
<b>Assessment</b>				
Update and gather information from hospital or police				
Review student's file for detailed information				
Intervention plan for response and strategies				
Allocation of roles and responsibilities				
Access to emergency funds, if required				
<b>Intervention</b>				
Contact next of kin				
Contact Consulate/Embassy				
Contact accommodation provider/housemates				
Contact other relevant students				
Contact hospital/police/doctors				
Contact Relationship Australia				
Contact academic staff				
Contact Campus Manager				
Contact Student Support Officer(s)				
Contact DHA				
Contact Sponsor/agent				
Contact OSHC provider				
<b>Follow up</b>				
Assess the need for ongoing counselling and support				
Assess the need for a debriefing session				
Discuss with the student's family funeral issues				
Discuss with the student's family insurance matters – OSHC, accident, etc.				
Arrangement of transportation and accommodation for family				
Arrange interpreters				
Preparation of funeral or memorial services				
Obtain death certificate and student's possessions and arrange transfer of possessions to student's parents, if not covered by insurance				

### 29.9.2 PANDEMIC POLICY

Staff will abide by state policy in regard to complying with our duties and obligations, as per the Chief Health Officer's recommendations in the case of a Pandemic.

All staff are to implement recommendations from the chief Health Officer of the state of Qld, and follow guidelines, to ensure the safety of workers and students, while on and off campus, during a pandemic.

Sanitation Stations are set up in each Classroom and Common Area, providing Sanitiser, cleaning wipes, tissues, and signage (relating to the Pandemic) which is accessible to staff, students, and visitors to Vibe College.

For the duration of the Pandemic, the use of Social Distancing rules and exemplary hygiene measures will be strongly encouraged while on campus at Vibe College. All notifications from the Government regarding updates and changes relating to the Pandemic, will be emailed to all current students.

All Staff are required to keep their knowledge of the Pandemic situation up to date. They are committed to follow and check advice, daily, from authoritative sources such as the Australian Government Department of Health and updates from the country's Chief Health Officer.

Students at Vibe College, as well as Staff, will be reminded to practise the recommended social distancing guidelines and to use the resources supplied to try to eliminate or at the very least, minimise the transmission of infections.

Staff and Students who may be suffering with symptoms of being unwell, will be advised to seek medical advice and to not attend the College.

## 30. PRIVACY POLICY AND PROCEDURE

### 30.1 Scope

Vibe College is committed to ensuring all personal information and data held by the College is managed and protected in line with the Australian Privacy Principle and the Privacy Act 1988, in the collection, use or disclosure of personal information and data.

#### 30.1.2 Policy

The purpose of this privacy policy is to:

- clearly communicate the personal information handling practices of Vibe College
- provide individuals with a better understanding of the types of personal information that Vibe College holds
- enhance the transparency of Vibe Colleges' operations.

#### 30.1.3 Collection

Vibe College will collect only the information necessary for one or more of its functions. Individuals will be told the purposes for which the information is collected.

Information is collected during enrolment in order to meet our obligations under the ESOS Framework including ESOS Act 2000 and the National Code 2018; 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 2001 and the National Code 2018.

#### 30.1.4 Use and Disclosure

Personal information will not be used or disclosed for a secondary purpose unless:

- The individual has consented to disclosure.
- Vibe College reasonably believes the disclosure is necessary in relation to serious or life-threatening circumstances of the individuals or others.
- The disclosure is authorised by law.
- A prescribed exception applies.

Should information be disclosed as per the above, the disclosure will also be noted in the individual's records.

International students should be aware that the information collected may be shared with the Australian Government and designated authorities for their record keeping and visa monitoring, as well as the Tuition Protection Scheme (TPS) and the ESOS Assurance Fund Manager in accordance with the Privacy Act 1988.

This information includes personal and contact details, course enrolment details and changes, fee payment and the circumstances of any suspected breach of student visa conditions.

In other instances, information collected during enrolment can be disclosed without the student's consent where authorised or required by law. ESOS Framework can be found at

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

### 30.1.5 Data Quality

Vibe College will take all reasonable steps to make sure that the personal information it collects uses or discloses is accurate, complete, and up to date.

### 30.1.6 Data Security

Vibe College will take all reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification, or disclosure. Steps taken include ensuring suitable physical, electronic, and administrative processes have been put in place. Authorised staff are also trained in the privacy and security principles for the handling, access, storage, disclosure and management of student information and data.

### 30.1.7 Sensitive Information

Vibe College will seek the consent of the individual when collecting sensitive information about the individual such as health information, or information about the individual's racial or ethnic background, or criminal record.

### 30.1.8 Openness

Individuals have the right to access or obtain a copy of their personal information held by Vibe College. Vibe College will document how they manage personal information and when asked by an individual, will explain the information it holds, for what purpose and how it collects, holds, uses, and discloses the information, in addition to providing a copy of an individual's personal information if requested.

### 30.1.9 Access and Correction

Individuals will be given access to the information held except to the extent that prescribed exceptions apply. Vibe College will correct and update inaccurate or out of date information as identified by an individual.

### 30.2.1 Unique Identifiers

Commonwealth Government identifiers (e.g. Medicare number or tax file number), will only be used for the purposes for which they were issued. Vibe College will not assign unique identifiers except where it is necessary to carry out its functions efficiently.

### 30.2.2 Anonymity

Wherever possible, Vibe College will provide the opportunity for the individual to interact with them without identifying themselves.

### 30.2.3 Transborder Data Flows

The individual's privacy protections apply to the transfer of personal information outside of Australia.

### 30.2.4 Complaints

Students may access the College's Complaints and Appeals process should they consider that Vibe College has breached the Australian Privacy Principles or the Privacy Act 1988. In line with our Complaints and Appeals Policy, the College will ensure the timely, transparent, and unbiased investigation of any complaint and respond to the individual in writing outlining all findings.

