

International Student Letter of Offer/Acceptance Agreement

2019

Skillinvest Limited t/a Longerenong College

Head office address: 15 -17 Dimboola Road, HORSHAM VIC 3400

ABN: 18 092 943 31

RTO CODE: 4192

CRICOS PROVIDER CODE: #03577A

Contents:

1. Letter of Offer
2. Acceptance Agreement -Terms and Conditions
3. Refund Policy and Procedure
4. Payment and Acceptance form
5. Student Declaration to sign and return with payments due
6. Payment Advice

INTERNATIONAL STUDENT - LETTER OF OFFER

Date: <insert current date>

Student ID/Offer Reference number: if any

Student: <student full name (put FAMILY NAME in CAPITALS to help with identification)>

Email: <student email>

Address: <student email>

Dear <student first name>,

Thank you for your application to enrol with Skillinvest Limited t/a Longerenong College. Your application has been assessed and based on the information and documentation you have provided, we would like to offer you a place of study with Skillinvest as detailed below and in this document.

The information in this Contract: (Letter of Offer, Enrolment Acceptance Agreement) summarises the program/s of study including dates, study periods, duration, estimated fees and due dates.

1. Course Name	Certificate III in Agriculture
Course Codes	AHC30116 and CRICOS Course Code 094490K
Duration	39 weeks
Study Location	Longerenong College Campus, Longerenong
Start Date	4 th February, 2019
Finish Date	8 th November 2019
Tuition fee	AU\$26,000 (includes enrolment in Certificate IV in Agriculture)
2. Course Name	Certificate IV in Agriculture
Course Codes	AHC40116 and CRICOS Course Code 094491J
Duration	39 weeks
Study Location	Longerenong College Campus, Longerenong
Start Date	4 th February, 2019
Finish Date	8 th November 2019
Tuition fee	AU\$26,000 (includes enrolment in Certificate III in Agriculture)
3. Course Name	Advanced Diploma of Agribusiness Management
Course Codes	AHC60116 and CRICOS Course Code 094492G
Duration	39 weeks
Study Location	Longerenong College Campus, Longerenong
Start Date	3 rd February, 2020
Finish Date	13 th November 2020
Tuition fee	AU\$26,000
TOTAL TUITION FEES ON THIS CONTRACT (AUD)	Certificate III & IV - \$26,000 Advanced Diploma of Agribusiness Management - \$26000
PLUS Non Tuition Fees (AUD\$)	As below -
Overseas Student Health Cover (OSHC) Provider: http://oshc.bupa.com.au/get-bupa/oshc-cover	Period of cover: 4 th Feb 2019 to 4 th December 2019 OSHC \$539.00/single for 12 months cover
Airport pick up is not offered by the College	Student to arrange

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OTHER NON TUITION FEES TO BE LISTED AS APPLICABLE 1. Xxxx	Nil
TOTAL NON TUITION FEES PAYABLE WITH DUE DATES:	Not Applicable
FEES PAYABLE TO SECURE THIS OFFER NOTE: ALL FEES ARE PAYABLE IN AUSTRALIAN DOLLARS	AUD\$500 with lodgement of application form AUD\$26,000 by due date/s plus OSHC \$539.00/single for 12 months cover
Use if needed	
Special Conditions of this Offer	* Subject to student providing evidence of their English Language result of 5.5
Offer Expiry Date	31st January, 2019

FEES and charges may increase from time to time; the fees on this offer are correct at the date of publication and subject to increase.

In order to secure your position you must read and understand this Agreement Contract document in full and then:

1. Agree to the Terms and Conditions of study as per this contract
2. Read and understand the current Skillinvest International Student Book, Policies and Procedures.
www.longy.com.au
3. Make your payment by following the instructions on the Payment Form
4. Fax or email the initialled, signed and dated Contract in full,
5. Fax or email your completed payment form
6. Fax or email legible photocopy of your Passport with Passport Number (if not yet provided)

Before the Letter of Offer expiry date of **31st January, 2019** to:

Fax: +61 3 5362 2213

Email: info@longy.com.au

If you have any questions please contact:

Pauline Watson (Administration Officer)

PHONE: +61 3 5362 2222

Email: info@longy.com.au

Kind Regards

Name

Signed

Position

date.

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Student initials _____

ORIGINAL TO BE HELD ON STUDENT RECORD FILE FOR AUDIT

ACCEPTANCE AGREEMENT

Skillinvest Limited t/a Longerenong College
RTO Provider Code 4192 CRICOS Provider CODE #03577A

TERMS AND CONDITIONS OF STUDY – INTERNATIONAL STUDENTS

STUDENT RULES/CODE OF BEHAVIOUR, POLICIES AND PROCEDURES:

International students enrolled and attending Skillinvest are subject to Skillinvest Student Rules, policies and procedures as per the Skillinvest International Student Handbook: www.longy.com.au.

STUDENT VISA CONDITIONS:

Students on international student visas MUST abide by the conditions of their visa at all times.

- You CANNOT work more than 40 hours per fortnight except in limited circumstances
- You must remain enrolled in a CRICOS registered course
- You must attend and progress in your course satisfactorily as defined by Skillinvest
- You must maintain Overseas Health Cover for your **entire stay in Australia**
- You must continue to have sufficient financial capacity to support your study and stay in Australia.
- You **must** maintain adequate schooling arrangements for any school-age dependents that join you in Australia on a student dependent visa for more than 3 months.
- You **must** notify your education provider of your residential address in Australia within 7 days of arriving in Australia and, you **must** notify your education provider of any change in your residential address within 7 days of the change.
- You **must** notify your education provider of a change of education provider within 7 days of receiving the electronic Confirmation of Enrolment certificate or evidence of enrolment.

For current details of student visa conditions visit the Department of Home Affairs (DHA) website:
<http://www.border.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students> or call 131 881.

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TUITION FEES

- All fees are quoted and payable in Australian dollars.
- Due dates for fees are stated on this document.
- Skillinvest or its agents can only request 50% of each course Tuition Fees (or the full amount if the course is under 24 teaching weeks in duration) prior to the course commencing.
- Students can however pay full fees or more than 50% if they wish to. For further information please contact us.
- There is no reduction of tuition fees if you complete the program in a shorter period than the length of your COE.

PAYMENT OF TUITION FEES

- Students will not be allowed to commence studies until all applicable fees have been paid as per your Letter of Offer, Written Agreement and any subsequent invoices.
- If you have not paid your total outstanding fees you will not be eligible to graduate.
- Skillinvest is not required to provide students who owe fees for their current study period, with a Letter of Release.

NON TUITION FEES AND FURTHER EXPENSES

Non Tuition Fees you must pay (including due dates for payment) are detailed in your Letter of Offer. This includes OSHC.

You are responsible for associated sundry expenses including: stationary and other personal expenses during your program of study.

OVERSEAS STUDENT HEALTH COVER (OSHC)

Australia requires students to have compulsory health cover. You are required to have Overseas Health Cover (OSHC) for the **entire duration** of your student visa in Australia. Note: Norwegian or Swedish students may not require additional cover. A quote for OSHC is included in your Offer of Place for the period of your proposed study. Should you extend your period of study in Australia you will need to maintain your OSHC and advise Skillinvest of your new expiry date. For information on renewing your OSHC you should contact our office.

PLEASE NOTE: Your OSHC payment must be made before you arrive in Australia. See the following websites for more detailed information about OSHC:

<http://www.homeaffairs.gov.au/trav/stud/more>

OTHER CONDITIONS

Entry into your formal program may be *conditional* upon the following:

- Satisfying the required English Language Requirements
- Satisfying the Academic Entry requirements
- Attendance Certificate from your previous study at an Australian College(if applicable)
- Certified copy of satisfactory school or tertiary academic results (in English)
- Proof of successful completion of your current program of study
- Letter of Release if studying at an Australian Institution without having completed 6 months in your principal program

* Refer to the conditions (if any) stated on your Letter of Offer.

Student initials _____

STUDENT VISA APPLICATION

For details on how to apply for a Student Visa contact your nearest Australian visa processing office and/or obtain information at Australia's Department of Home Affairs (DHA) website.

<https://www.homeaffairs.gov.au/Trav/Visa/Appl/Student>

CURRENT CONTACT DETAILS

It is a condition of Skillinvest that students advise their current residential address, contact details (including mobile, landline phone and email address) and phone numbers at all times. **You must advise us in writing not later than 7 days of any change to these details.**

PRIVACY

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS FRAMEWORK including: ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally.

The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme (TPS) and Tuition Protection Scheme Administrators. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

A description of the **ESOS framework** that Australian Education providers must abide by is available electronically from Department of Education Website - refer to the links below for further important information:

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

<http://www.australia.gov.au/information-and-services/education-and-training/international-students>

<http://www.studyinaustralia.gov.au/global/live-in-australia/support-services/support-services-for-students>

For very comprehensive information on living and studying in Australia visit the Australian Government website: <http://www.studyinaustralia.gov.au/>

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International Student Refund Policy and Procedure

1. Policy

This refund policy is provided in full to all students prior to any payment being made and is contained IN FULL in the *International Student Letter of Offer/Acceptance Agreement*

This refund policy applies to all fees paid to the College and includes any money paid to an education agent to be remitted to the College.

However, **Education Agents are not authorised to collect money on behalf of the College. All fees should be paid directly to Longerenong College.**

Any additional fees requested by an agent should firstly be queried directly with the Longerenong College before payment.

NOTE: Fees for additional services (not covered by the Letter of Offer or part of the agreement with Longerenong College) conducted by and paid to Education Agents by students are not covered by this refund policy.

The application for enrolment fee of \$500.00 is non-refundable administration fee.

Longerenong College does not require the student to pay more than 50 per cent of tuition fees before a course starts, unless it is for a short course of 25 weeks or less.

Longerenong College can accept more than 50 per cent of tuition fees before a course starts, if the student, or the person responsible for paying the fees, chooses to pay more.

Longerenong College can request any remaining fees as per the payment plan set out in the written agreement with the student.

It is the policy of Longerenong College to ensure that all applications for refund of fees are considered.

A full refund of all unused tuition fees will be made if a CRICOS course is cancelled by Longerenong College for any reason. In this instance a refund will be made in 2 weeks.

An application for refund of course fees must be made in writing on the *Application for Refund Form* to Longerenong College stating detailed reasons for the request. Any relevant evidence should also be attached for consideration.

1.1.1. <u>REFUND TABLE</u>	
Unsuccessful Visa application	100% refund of <i>all unused prepaid fees</i> less \$500 administration fee
Cancellation of enrolment more than 20 days prior to commencement date.	85% refund of Tuition Fees paid less \$500 administration fee
Cancellation less than 20 days prior commencement date.	50% refund less \$500 administration fee
Cancellation after commencement date.	No refund
Visa cancelled due to actions of student	No refund

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Course cancelled by Longerenong College (provider default)	100% refund on unused tuition fees.
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*** Note: Special consideration may be given to the refund of fees in extenuating circumstances (compassionate/compelling), following a written application to the General Manager, Longerenong College.**

We will not issue refunds under other circumstances including but not limited to:

- changes occur in student work hours, student changes/ leaves work
- it becomes inconvenient for a student to travel to class
- a student moves to a different location
- a student enrolment is cancelled for misbehaviour / breach of the College *Code of Behaviour*.

Refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course providing a supporting Medical Certificate is supplied to Longerenong College.

Longerenong College will notify students of the outcome of the application for refund within 20 working days of receipt of a completed and signed application for refund and applicable evidence.

Refunds will be paid within 4 weeks after receipt of *a written application for refund* unless stated otherwise in this policy.

Refunds will be paid directly to the person who entered into the contract with Longerenong College unless we receive written direction to pay someone else from the applicant.

Refunds will be paid in Australian dollars.

All bank fees/charges incurred in issuing the refund will be deducted from the refund amount.

Students are not permitted to transfer course fees to another student.

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

Students are obligated to pay outstanding course fees and understand Longerenong College will not issue a Letter of Release if fees are owed for the current study period. For further details refer *Transfer between registered providers Policy*.

VISA REFUSAL EXCEPTION -

Longerenong College policy is a full refund of unused prepaid fees will be provided to students minus the \$500 administration fee who are unable to obtain a visa to enter Australia to undertake their study. Written evidence of the visa refusal from the relevant authority is required. Refunds for OSHC, equipment, books etc purchased from other agencies will need to be applied for directly with the supplier.

MINIMUM REFUND CALCULATIONS AS PER ESOS LEGISLATION:

Under the legislation ESOS (Calculation of Refund) Specification 2014 <http://www.comlaw.gov.au/Details/F2014L00907> clear guidelines are provided on calculating refunds in the following circumstances.

Fee calculations will be rounded up to whole dollar amounts.

- **PROVIDER DEFAULT:**

Method for working out amount of refund of tuition fees in event of provider default -

Refund amount = weekly tuition fee × weeks in default period

- **PROVIDER DOES NOT ENTER INTO A COMPLIANT STUDENT AGREEMENT**

Refund amount = weekly tuition fee × weeks in default period

- **STUDENT DEFAULT**

- I. **VISA REFUSAL:**

The amount of a refund is the amount of the course fees, minus the administration fees of \$500

- II. **STUDENT DEFAULT 'OTHER'**

- (1) *This section applies if:*

- a. *a registered provider is required to provide a refund because of a default by a student; and*
 - b. *Section 8 (Method for working out amount of refund if provider does not enter into compliant student default agreement)*

- and*

- c. *Section 9 (Method for working out amount of refund in event student fails to start a course due to visa refusal) do not apply.*

Refund amount = weekly tuition fee × weeks in default period

Note: This section would apply where a student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.

*** Course fees** for a course is the sum of:

- (a) the tuition fees received
- (b) the non-tuition fees (if any) received

In all other cases, refunds are at the discretion of the Chief Executive Officer, Skillinvest Limited and may be negotiated on an individual case-by-case basis.

Education Agents are not authorised to accept payment on Longerenong College's behalf.

Refunds paid if Longerenong College defaults:

A full refund of all unused pre-paid fees will be made if a CRICOS course is cancelled by Longerenong College for any reason. In this instance a refund will be made in 2 weeks.

If the course does not start on the starting date as per the Written Agreement, students will be offered a full refund of all unused pre-paid fees by Longerenong College or placed in an alternate course if acceptable to the student and agreed to by the student in writing and evidence kept on the student file.

Refunds due to provider default in this instance will be paid within 14 days.

Also Refer: ESOS (Calculation of Refund) Specification 2014 <http://www.comlaw.gov.au/Details/F2014L00907>

Tuition Protection Service

If Longerenong College is unable to provide a refund or place a student in a suitable alternate course our Tuition Protection Service (TPS) will offer students a suitable alternate place with another provider or refund the student the unused portion of the prepaid tuition fees.

The TPS Director may recover from the College as a debt, the amount equal to the amount paid for a student under the TPS. Refer: Tuition Protection Service <https://tps.gov.au/>; <https://tps.gov.au/StaticContent/Get/Faq>

Unclaimed Funds

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

2. Procedure

Students should not pay any course money until they have signed and lodged a formal written agreement/acceptance of offer. However, if students pay by direct payment into our bank account or another means eg mail prior to signing a formal written agreement, we cannot use the course money received. We will immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. Longerenong College will keep such evidence on the student file.

Students requesting a refund must be given a *Refund application form*. If possible students should also be given a copy of the *Refund policy* as per their signed *Formalisation of Enrolment (or their current signed Refund Policy)*. Students should also be given a copy of the *Complaints and Appeals Policy*.

Students are to be advised to make an appointment to discuss the situation with the Compliance Manager where possible.

When students present with a completed refund application, receiving staff are to ensure it is complete. All evidence eg medical certificates must also be attached to the form.

Refund applications are given to the Compliance Manager for processing/calculating the refund appropriate. The Compliance Manager will consult with the PEO/CEO as necessary.

The Compliance Manager/CEO may request an interview with the student.

Applications for Refunds MUST be processed completely within 4 weeks from date of a completed application, except for visa refusal OR provider default, in which case students will be refunded in 2 weeks.

Longerenong College refund policy as per the student's Letter of Offer/Acceptance Agreement applies unless a newer policy (signed and agreed by student) exists is to be followed.

Students are to be notified in writing of the outcome of their refund request within 4 weeks of receipt.

Unclaimed refunds are to be followed up by the Compliance Manager within 4 weeks of student leaving and all evidence kept on file.

1.1.2. TIMELINES/REQUIREMENTS FOR PROVIDER AND STUDENT DEFAULT

- Refer Sections 46 & 47 of the ESOS Act 2000

PROVIDER DEFAULT:

Longerenong College must notify DET and the TPS Director within 3 business days if we default and notify students in writing.

Within 14 days either offer an alternate place at Longerenong College's expense (student must accept in writing) or refund the student's unused fees

Notify DET and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.

If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.

STUDENT DEFAULT:

The Longerenong College written Letter of Offer/Acceptance Agreement must include refund requirements in the case of student default.

Longerenong College must notify DET and TPS Director of student default only if the student's visa is refused or if there is no compliant Written Agreement in place. NC then has 7 days after the end of the obligation period (35 days after the default occurs) to give notice via PRISMS of the outcome of the discharge of NC obligations.

NC does not report on student refunds where a compliant written agreement is in place and it is not a refund due to a visa refusal.

Longerenong College must refund in 4 weeks except for student visa refusal (2 weeks).

If Longerenong College does not have a compliant written agreement, or if a student's visa is refused, refunds are calculated as per Education Services for Overseas Students (Calculation of Refund) Specification 2014

<https://www.legislation.gov.au/Details/F2014L00907>

REPORTING ON PRISMS (STUDENT DEFAULT):

Providers must report changes to a student's enrolment as required by section 19 of the ESOS Act within 31 days.

EXCEPT IF:

*The student is under 18 years of age and does not commence their course or terminates their studies, they **must be reported via PRISMS within 14 days.***

For more information on Australia Consumer Protection Laws visit:

<http://www.australia.gov.au/information-and-services/business-and-industry/consumer-rights>

Any electronic files (including student and staff files) relevant to our CRICOS registration MUST be backed up formally to ensure there is no file corruption.

I have read and understood the International Student Refund and Policy Procedure

Student initials _____

PAYMENT AND ACCEPTANCE FORM – INTERNATIONAL STUDENTS

This must be returned in full

Student Name		Date of Birth	
Course 1		Course 2	Not Applicable
Start Date of Study Program 1		Start Date of Study Program 2	
TUITION FEE (AUD\$)	\$26,000.00 50% of your total course fee is DUE ON COMMENCEMENT OF STUDY (4 th February, 2019) unless an approved payment plan is in place. Please contact Skillinvest, Business Services Department to arrange a payment plan if required.	TUITION FEE (AUD\$)	
Any special conditions associated with this Study Program		Any special conditions associated with this Study Program	
ADDITIONAL NON TUITION FEES AND DUE DATES see table below:			
Airport pick up: Not Applicable - Longerenong does not offer this service			
OSHC \$539.00 for a period of 12 months			
Other NON TUITION FEES - Nil.			
OVERSEAS STUDENT HEALTH COVER			
✈ I request Skillinvest to arrange my OSHC			
✈ I will arrange my own OSHC cover. (If this option is selected, please deduct the OSHC amount when making this payment and provide us with evidence of your health cover for your period of study.)			
ACCOMMODATION			
Do you require assistance with accommodation?		Yes ✈ if yes Provide details below No ✈	

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 ABN: 18 092 943 318 RTO CODE: 4192 CRICOS PROVIDER CODE:#03577A

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STUDENT DECLARATION

- ✈ I have read, understood , accept and agree to abide by the Terms and Conditions of Study in this Letter of Offer/International Student Agreement/Contract.
- ✈ I have accessed, read, understood , the hyperlinked websites provided in this Letter of Offer/International Student Agreement/Contract, in particular in relation to the Longerenong Policies and Procedures, ESOS Framework and Living and Studying in Australia.
- ✈ I acknowledge that I have read and understood the contents of the Skillinvest International Student Handbook and all of the hyperlinked policies and procedures.
- ✈ I will pay all of my fees by the due dates in accordance with the payment schedule in this document and any subsequent invoices. I understand that failure to pay my fees by the due dates may lead to the termination of my enrolment.
- ✈ I agree to advise Skillinvest of any changes to my email, phone or address within 7 days of a change.
- ✈ I agree to advise Skillinvest of any changes to my education provider within 7 days of a change.
- ✈ I agree to advise Skillinvest of any changes to my visa as soon as I am aware.
- ✈ I agree to abide by the terms and conditions of my student visa at all times.
- ✈ I agree to abide by my visa conditions at all times.

Name and Signature of Student: _____

Date: _____

Please advise location where student will be applying for their Visa: _____

AGENT'S CANNOT SIGN ON BEHALF OF A STUDENT.

PAYMENT METHODS

No payments can be processed until we have received your signed Payment and Acceptance Form.

NOTE: All tuition fees received by Skillinvest are held in a designated bank account until you commence your studies as per ESOS Legislation.

Option 1



Payment by TELEGRAPHIC TRANSFER

If paying by telegraphic transfer, transfer to this account:

BANK DETAILS

Westpac Banking Corporation

BSB: 033-629

Account Number: 216424

NB: Please provide Name and passport number as are your reference

Note: Please immediately fax/email the bank transfer slip/receipt you received for this transfer **with this form** to: accounts@skillinvest.com.au

Option 2



PAYMENT BY CREDIT CARD

If paying by credit card please complete the Credit Card Payment Authorisation section below and fax this form to Skillinvest +61 3 5362 2213

Option 3



PAYMENT BY CHEQUE

All offshore cheques to be Bank Drafts in AUD\$ sent to PO Box 930, Horsham, Victoria, 3402

Option 4



PAYMENT BY CASH

Note: If paying by cash, payment is to be made to administrative staff at the reception desk

Ensure you wait to be issued with a receipt as proof of your payment

CREDIT CARD PAYMENT AUTHORISATION

CARD TYPE	<input type="checkbox"/> Bankcard	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	
Credit Card Number				Expiry Date: / /
Cardholder's Name PRINT CLEARLY			Cardholder's Signature	

I REQUIRE MY RECEIPT OF PAYMENT TO BE FORWARDED TO ME AT (please indicate)

MY CONTACT ADDRESS ON THIS CONTRACT ☐ OR MY AGENT ☐ IF Agent, agent stamp/details must be included

Student Name, Signature and date _____

EDUCATION AGENT DETAILS: (IF AN AGENT HAS BEEN ENGAGED BY SKILLINVEST)

RETURN FORM TO:

Skillinvest Limited t/a Skillinvest, 15-17 Dimboola Rd, HORSHAM, VIC 3400

Skillinvest Limited T/A Skillinvest Head office address: 15 -17 Dimboola Road, HORSHAM VIC 3400
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Version	Author	Issue Date
	Rainbow Connexions	
1.5	m2c Consulting Services	6 February 2018