



**OZFORD**  
Institute of Higher Education

Oxford Institute of Higher Education  
CRICOS Provider No. 03429B

# Terms and Conditions

## International Student

**Terms and Conditions**  
**Version 4.1**

**1. Definitions**

Unless otherwise defined in this agreement including the terms of reference the following terms shall have the following meanings:

**Agreed Starting Date** means the date on which the course was scheduled to start, or a later date agreed between OIHE and the Student to be the Agreed Starting Date following a period of deferral or temporary suspension.

**Enrolment Fee** means the fee required to be paid by the Student when the Student lodges his or her Student Application Form with OIHE.

**Application for Refund Form** means OIHE's prescribed refund request form available at OIHE's student services centre.

**Business Day** means a day on which banks are open for business in Melbourne, other than Saturday, Sunday or a public holiday in Melbourne.

**Commencement date** means the initial date on which the "**Package of courses**" was scheduled to start, or a later date agreed between OIHE and the Student.

**Contact Details** includes the Student's Australian postal address, telephone number and email address.

**Course Withdrawal Form** means OIHE's prescribed course withdrawal form available at OIHE's student services centre.

**Default Date** means:

*Provider default*

- (a) the day on which OIHE did not commence delivery of a scheduled course
- (b) the day on which OIHE ceased to provide a course, or

*Student default*

- (c) the day on which OIHE refused to provide, or continue to provide, the course to a Student, or
- (d) the day on which the Student withdraws from the course, or
- (e) the day on which a Student failed to commence/recommence a course of study
- (f) the day on which OIHE receives evidence from the Student of his or her Student visa application refusal

**Deferment, Commencement and Cancellation Policy** means the policy published by OIHE on its official website at <http://www.ozfordhe.edu.au/>.

**DIBP** means the Australian government Department of Immigration and Border Protection

**DET** means Australian Government Department of Education and Training.

**ESOS Act** means the *Education Services for Overseas Students Act 2000* (Cth).

**Offer Letter** means the offer letter from OIHE to the Student specifying the terms of the Student's enrolment offered by OIHE.

**Commencement Date** means the date on which the course was scheduled to start, or a later date agreed between OIHE and the Student and does not refer to any Agreed Starting Date following a deferment period.

In the case of the Student is enrolled in a, **Package of courses** the Commencement Date means the date on which the first course was scheduled to start, or a later date

agreed between Ozford Colleges and the Student and does not refer to any Agreed Starting Date following a deferment period.

**Genuine Temporary Entrant and Genuine Student** means a student who intends genuinely to stay in Australia temporarily, comply with any conditions subject to which the visa is granted, and has sufficient funds available to meet:

- (a) their costs and expenses during their intended stay in Australia; and
- (b) the costs and expenses of each member of the student's family unit (if any) who will be in Australia.

**Overseas Student Health Scheme Cover** means the health insurance cover that a Student is required to obtain prior to the Student commencing his or her enrolment with OIHE.

**OIHE** means Ozford Institute of Higher Education Pty Ltd trading as Ozford Institute of Higher Education (ACN 165 694 351/ CRICOS Provider 034298B) as specified in the Student's Application Form.

**OIHE Brochure** means the brochure available on the OIHE website.

**Ozford Colleges** means Ozford English Language Centre Pty Ltd (ACN 100 454 475) trading as Ozford English Language Centre (CRICOS Provider 02501G), Ozford College Pty Ltd (ACN 102 265 225) trading as Ozford College (CRICOS Provider 02427A), or Ozford Business College Pty Ltd (ACN 106 243 378) trading as Ozford College of Business (CRICOS Provider 02573B) as specified in the Student's Application Form.

**Package of courses** means a sequence of one or more courses specified in the letter of offer from OIHE and Ozford Colleges for which CoE(s) have been issued.

**Personal Details** includes the Student's name, gender and date of birth.

**Personal Information** means any Personal Details, Contact Details, course enrolment details, changes to Personal Information and the information relating to personal circumstances of any suspected breach by the Student of a visa condition.

**Principal Course** means the Student's main course of study for which the Student has confirmation of enrolment (CoE). If the Student is enrolled in a Package of Courses, his or her Principal Course is the course within the package that has the highest qualification and for which the Student has CoE. In all other cases, Principal Course means the Student's sole course of study.

**PRISMS** means Provider Registration and International Students Management System provided by the Australian Government.

**Provider default** Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- (a) the provider fails to start providing the course to the student at the location on the agreed starting day; or
- (b) after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

**Satisfactory course progress** A student is regarded as not making satisfactory course progress if they do not successfully complete or demonstrate competency in at least 50% of the course requirements in each of 2 consecutive study periods,

**Student** means a person who has accepted an offer of enrolment and has been issued with a CoE.

**Student default** Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- (a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- (b) the student withdraws from the course at the location (either before or after the agreed starting day); or
- (c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
- (d) the student failed to pay an amount payable to the provider for the course;
- (e) the student breached a condition of his/her student visa;
- (f) misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

**Student's Acceptance Agreement** means the prescribed student acceptance agreement attached to the Offer Letter that the Student must submit to OIHE in order to accept an offer of enrolment from OIHE.

**Student's Application Form** means OIHE's prescribed student application form as published on OIHE's website at <http://www.ozfordhe.edu.au/>.

**Terms and Conditions** means these terms and conditions.

**Third Party Fee** means any fee paid to a third party, including any airport pickup fee, accommodation placement fee, CAAW Fee, homestay fee, government examination fee, Overseas Student Health Scheme Cover fees, any costs relating to trade supplies and consumables and any cost of living expense paid to third parties specified in the Offer Letter.

**TPS** means the Tuition Protection Service provided by the Australian Government. The Tuition Protection Service (TPS) helps international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either: complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees (the amount that is equal to the amount of the course the student has NOT undertaken). More information on the Tuition Protection Service is available at <https://tps.gov.au/Home/NotLoggedIn>

**Tuition Fee** means in respect of a Student, the amount specified by OIHE in that Student's Offer Letter as the tuition fee, excluding any Third Party Fee.

**Transfer policy** means Transfer between Registered Providers Policy and Procedures to be found at <http://www.ozfordhe.edu.au/wp-content/uploads/2016/02/Transfer-between-registered-providers-policy-and-procedures.pdf>

**Unused tuition fees** is the amount calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 para 7

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

## 2. Terms of Payment

- a) The Student agrees to pay the Tuition Fees and all other fees for all its courses of study according to the payment schedule described on OIHE's official website [www.ozfordhe.edu.au](http://www.ozfordhe.edu.au) and within the payment terms specified in OIHE invoices
- b) OIHE may at its sole discretion vary the Tuition Fees or any other fees from time to time.
- c) If Tuition Fees or any other fees under clause remain unpaid after the due date specified in the OIHE invoices, a late payment fee of AUD\$50.00 per week is payable by the Student.
- d) Tuition Fees are non-transferable.

- e) Additional fee(s) will be incurred if the Student wishes to re-enrol in failed subject(s) or competency unit(s).
- f) If a Student seeks to re-enrol in failed subjects, OIHE may charge additional fees in the amount of \$1,900 per unit of study.
- g) OIHE will not issue a statement of results or testamur until all Tuition Fees that are due and payable have been paid in full.

### 3. Refund of Tuition Fees

Refunds of tuition fees in part or in full may be possible in cases of either provider default or student default.

#### 3.1 Situations for Full refund of tuition fees

- a) If the application for a student visa is unsuccessful: A full refund of course tuition fees less an administration fee of 5% of the Tuition Fees received by Ozford from the Student before the day of the student's default; and AUD\$ 500 will be made within 28 days. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to the OIHE upon visa refusal.
- b) If for any reason the OIHE is unable to start delivery of the course on the specified starting date: A full refund of course tuition fees paid in advance of tuition provided by OIHE will be made within 14 days of the specified starting date

#### 3.2 Situations for Partial refund of tuition fees

- a) If for any reason OIHE ceases to deliver the course before it is completed: A refund of "unused" course tuition fees paid in advance of tuition provided by OIHE will be made within 14 days of time the course ceases to be delivered in accordance with the refund requirements of the ESOS Act 2000 section 29. The Calculation of 'unused fees' is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 at <https://www.legislation.gov.au/Details/F2014L00907>
- b) If at the time of enrolment the student applies for and is successful in gaining Credit Transfer (CT)/ Recognition of Prior Learning (RPL) leading to a shortening of the duration of a specific course in the "**package of courses**": A pro-rata fee will be worked out for the specific course and offered to the student. Once the student accepts the offer, there will be no further reduction of the fee and all refund conditions apply to each course in the "**package of courses**"
- c) If a student's visa expires whilst studying a "**package of courses**" and they are not able to complete their "**package of courses**" because their application for an extension of visa is not granted by DIBP: A refund of all unused fees paid in advance for each and every course in the "**package of courses**" minus administration and processing charges of 5% or AU\$500.00 whichever is the lesser will be refunded. The Calculation of 'unused fees' is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 at <https://www.legislation.gov.au/Details/F2014L00907>

#### 3.3 Situations for No refund of tuition fees

- a) If the student withdraws before or after the commencement date of the first course in the “package of courses”: There will be no refund of any fees paid in advance for each and every course in the “package of courses”. Students will also have to pay the balance of any fees due for remainder of their current course of study.
- b) If a student’s visa is cancelled due to their breach of international student visa conditions or OIHE Policies and Procedures or Student Misbehavior after the commencement of the first course in the “package of courses”: There will be no refund of any fees paid in advance for each and every course in the “**package of courses**”. Students will also have to pay the balance of any fees due for remainder of the current course of study. Maintaining the conditions of the visa grant .and following OIHE’s policies and procedures as agreed is the student’s responsibility.
- c) If a student is granted a deferment or temporary suspension of studies after the commencement of a “**package of courses**” and does not return or re-commence on the agreed date without the approval of OIHE the student is deemed to have inactively withdrawn, and their enrolment will be cancelled: There will be no refund of any fees paid in advance for each and every course in the “**package of courses**”.
- d) If a student enrolled in a “package of courses” does not return to study after a proclaimed holiday or break from studies, on the agreed date without the approval of OIHE the student is deemed to have inactively withdrawn and their enrolment will be cancelled: There will be no refund of any fees paid in advance for each and every course in the “**package of courses**”.
- e) If a student is provisionally enrolled in a “**package of courses**” at OIHE subject to providing evidence of the required English language proficiency and fails to provide such evidence prior to commencement of the initial course: There will be no refund of any fees paid in advance for each and every course in the “**package of courses**”.
- f) Refunds requested more than 180 days from the specified commencement day: No refunds of Tuition Fees will be given to a Student where the Student applies for a refund 180 days after the specified commencement Date

### 3.4 No refund of third party fees

There will be no refunds for any monies received by OIHE on behalf of the student for services other than tuition fees. Payments to third parties including any airport pickup fee, accommodation placement fee, CAAW Fee, homestay fee, government examination fee, Overseas Student Health Scheme Cover fees, any costs relating to trade supplies and consumables, any cost of text books and electronic resources purchased on behalf of the student and any cost of living expense paid to third parties specified in the Offer Letter must be requested from the company delivering the service and will be subject to the respective companies refund policies

### 3.5 Alternative to refund of fees

- a) If for any reason OIHE fails to start delivery of the course on the agreed starting date or ceases to deliver the course before it is completed. OIHE instead of

giving a refund may arrange for the student to be offered a place in an alternative course that is acceptable to the student and at no additional expense. If OIHE fails to place the student in an alternative course or give a refund of any 'unused' pre-paid tuition fees, students may be assisted by the Tuition Protection Service (TPS). The Tuition Protection Service (TPS) will attempt to place the Student in a suitable alternative course or, if this is not possible, the Student will be eligible for a refund to be determined by the Tuition Protection Service. The refund will be the amount of unexpended pre-paid tuition fees which the student has paid but which has not been delivered or assessed.

- b) Further information on this matter can be found at <https://www.border.gov.au/Trav/Stud/More/Education-Providers-default>

### 3.6 Process for claiming refund

- a) Refund applications must be made in writing on the **Application for Refund Form**; and set out the reasons for the application; and be accompanied by supporting documents as may be appropriate; and be forwarded directly to Student Admissions at OIHE.
- b) Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the College and the Student agreement.
- c) Refunds will normally be made in the currency of the student's country of permanent residence and payable in that country into the account that made the payment.
- d) The funds covering the prepaid tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc) and evidenced in the Ozford bank account statements.
- e) OIHE is entitled to deduct an amount for administrative expenses (including any referral fees) incurred by OIHE in connection with any refund of Tuition Fees and other amounts to be paid to the Student under these Terms and Conditions.
- f) Refunds will not be processed where the application date is more than 180 days from the commencement date of the "**package of courses**".
- g) Where a Student is dissatisfied with a decision to provide or not to provide a refund he or she may appeal that decision in accordance with the OIHE Student Grievances and Appeals Policy to be found at [www.ozfordhe.edu.au/wp-content/uploads/2016/02/Student-Grievances-and-Appeals-Policy.pdf](http://www.ozfordhe.edu.au/wp-content/uploads/2016/02/Student-Grievances-and-Appeals-Policy.pdf)

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

## 4. Medical Treatment

By signing the Student Acceptance Agreement, the Student (and his or her parent or guardian where the Student is less than 18 years of age):

- (a) authorises OIHE to obtain medical treatment for the Student where it is deemed necessary by OIHE, a staff member or any other person authorised to act on behalf of OIHE;
- (b) agrees to indemnify and hold OIHE, its staff and any other authorised person referred to in clause 4(a) above harmless for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such medical treatment;
- (c) agrees to immediately notify OIHE if the Student contracts a contagious disease of any kind; and
- (d) acknowledges OIHE's right to remove the Student from the school premises and refuse the Student re-entry to the school premises until the Student provides satisfactory medical evidence (such as a medical certificate) certifying that the Student is no longer contagious or a threat to OIHE, its members of staff, students or any other person.

## 5. Student Conduct

The Student acknowledges and agrees:-

- (a) to use his or her best endeavours to meet any requirements of his or her enrolled course(s) of study;
- (b) to comply with the rules, policies and applicable code of conduct as advised by OIHE from time to time;
- (c) to refrain from any behaviour considered unacceptable by OIHE including, but not limited to:
  - (i) rudeness, aggressiveness, and disrespect to OIHE's students and members of staff;
  - (ii) causing any disruption or interference to classes, study environments and the delivery of teaching by members of staff; and
  - (iii) possession of any weaponry including any firearms, knives, dangerous devices and equipment which are reasonably considered to endanger the safety of OIHE's students and members of staff (unless such possession is an OIHE course requirement);
  - (iv) possession and/or sale of alcohol and other drugs
  - (v) academic misconduct including plagiarism and/or cheating
- (d) to attend all scheduled classes in accordance with OIHE's attendance policy except where the Student provides a legitimate reason for non-attendance which is accepted by OIHE;
- (e) to comply with all of his or her visa requirements including, but not limited to, the Student's obligation to:
  - (i) achieve satisfactory academic progress;
- (f) to take full responsibility for his or her books, equipment and other personal items and agrees to release, indemnify and hold OIHE and its members of staff harmless against any and all liability and claims which may arise from any loss or damage to such items howsoever caused;
- (g) that it is his or her responsibility to:
  - (i) notify OIHE of a change of his or her Personal Information, including address, email and phone number within 5 Business Days of the change;



- (ii) comply with all enrolled course requirements including practical components; and
- (iii) to ensure that each enrolled course requirement, including practical components, is compatible with the Student's religious, philosophical or ideological beliefs and related behavioural constraints;
- (h) that a failure to comply with his or her enrolled course requirements may:
  - (i) adversely affect his or her ability to successfully complete the course; and
  - (ii) adversely affect his or her enrolled course results; and
- (i) subject to the terms described in the OIHE documented **Transfer Policy**, that he or she is prohibited from transferring from OIHE to another education provider prior to the completion of the initial 6 months of the Student's Principal Course without the approval of OIHE; and
- (j) OIHE has the right to exclude the Student from the OIHE's premises if he or she is deemed to be a threat to OIHE or its students.

## 6. **Dispute Resolution and Administrative Grievance Procedures**

- (a) If any dispute arises between OIHE and the Student relating to the rights and obligations arising out of these Terms and Conditions, the Student must comply with the following dispute resolution process consistent with the OIHE Student Grievances and Appeals Policy to be found at [www.ozfordhe.edu.au/wp-content/uploads/2016/02/Student-Grievances-and-Appeals-Policy.pdf](http://www.ozfordhe.edu.au/wp-content/uploads/2016/02/Student-Grievances-and-Appeals-Policy.pdf)
  - (i) **Step 1 – Complaint to OIHE members of staff or Student Services Officer**  
The Student must communicate directly with the OIHE member of staff involved or responsible for the dispute or grievance or the Student Services Officer. If the dispute or grievance is successfully resolved, the OIHE member of staff or Student Welfare Officer involved will record the resolution in writing. A copy of the written resolution will be distributed to all parties involved in the dispute or grievance and the Head of Student Services.
  - (ii) **Step 2 – Complaint to Head of Student Services & Administration**  
If the OIHE member of staff or Student Welfare Officer in Step 1 fails to resolve the Student's dispute or grievance, the Student may lodge a formal written complaint (including all supporting documentation) to the Head of Student Services. The Head of Student Services will meet with the Student and relevant OIHE member of staff within 10 Business Days of receiving the Student's formal written complaint. The Head of Student Services will provide the Student and relevant OIHE member of staff with a written statement in response to the dispute, including details of the reasoning behind the Head of Student Services' resolution, in a reasonable time.
  - (iii) **Step 3 – Complaint to the Overseas Students Ombudsman**  
If the Head of Student Services fails to resolve the Student's dispute or grievance satisfactorily, either party may request the involvement of an external review panel by contacting the Overseas Students Ombudsman on 1300 362 072 (in Australia) or +61 2

6276 0111 (outside Australia). The Overseas Students Ombudsman investigates complaints about problems that overseas students or intending overseas students may have with private education and training in Australia.

- (b) If the outcome of an internal appeal by an international student against OIHE's decision to suspend or cancel the student's enrolment is unfavourable to the student, then the Institute will provide the student with the opportunity to access the external process appeal within a set time frame. In cases where students do not access the external appeal within the set time frame, the Institute will report the student to the Department of Immigration and Border Protection (DIBP) via PRISMS.
- (c) This agreement, and the availability of complaints and appeals processes, does not remove the right of the Student to take action under Australia's consumer protection laws.

#### **7. Personal Information**

- (a) In this clause, any reference to the Student is a reference to both the Student and his or her parent or guardian where the Student is less than 18 years of age.
- (b) The Student acknowledges and agrees that OIHE may share the Student's Personal Information with:
  - (i) the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the TPS (where applicable) and their authorised auditors; and
  - (ii) the Student's recruiting agent who may, in OIHE's absolute discretion, also be provided with the Student's welfare information as known by OIHE.
- (c) OIHE may also advise the Department of Immigration and Border Protection about changes to the Student's enrolment and any suspected breach by the Student of any student visa condition relating to attendance or satisfactory academic performance.
- (d) The Student must notify OIHE in writing of any changes to his or her Personal Information, including address, email and phone number within 5 Business Days of the change.

#### **8. Assistance and Welfare related services**

- (a) OIHE will provide or facilitate access to services that assist the Students in meeting their course requirements, complying with their attendance obligations and solving their accommodation issues (**Support Services**).
- (b) OIHE will provide these Support Services at no additional cost to the Students and will not charge the Students for any referral costs incurred by OIHE if an external provider is required for the provision of these Support Services.

#### **9. Satisfactory Course progress**

- (a) Where OIHE determines that the Student has failed to demonstrate **satisfactory course progress**, OIHE will notify the Student in writing of its intention to inform the Secretary of the Department of Education of such failure using the PRISM system.
- (b) The Student has 20 Business Days, commencing on the date of the notice described in clause above to appeal the decision of OIHE

## 10. Letter of release

Subject to the **Transfer Policy**, OIHE reserves the right to refuse to provide to the Student a letter of release permitting a transfer to another registered education provider prior to the completion of the initial 6 months of the Student's Principal Course.

## 11. General

In this clause, any reference to the Student is a reference to both the Student and his or her parent or guardian where the Student is less than 18 years of age.

- (a) The Student acknowledges and agrees:
- (i) that the Student may be required to attend excursions and participate in activities as part of his or her enrolled course;
  - (ii) that the Student agrees to attend relevant excursions and participate in appropriate activities in connection with his or her enrolled course;
  - (iii) that the Student's course requirements may vary from any past, present or similar courses offered to Students at OIHE in which other Students are enrolled;
  - (iv) not to make any claim against OIHE for any liability, cost, expense, loss or damage of whatsoever nature sustained by the Student in the event that OIHE exercises its right to:
    - (A) vary OIHE's fees and terms and conditions, cancel or defer courses, change course timetables, amend class locations and alter or otherwise modify course structure; and
    - (B) change, update or otherwise modify published course subjects and units and related publications;
  - (v) that the fees and other charges quoted are indicative only and at all times shall be subject to final confirmation by OIHE and these Terms and Conditions;
  - (vi) that Tuition Fees and other fees and charges may vary from time to time;
  - (vii) that the Offer Letter, Student Acceptance Agreement and these Terms and Conditions are not binding upon OIHE unless the Student Acceptance Agreement is signed and dated by the Student
  - (viii) that where OIHE makes arrangements on a Third Party's behalf in relation to any Third Party Fee, the contractual relationship in respect of those Third Party Fees is between the Student and the relevant third party recipient (**Third Party**) of those Third Party Fees. For the avoidance of doubt, the Student further acknowledges and agrees that OIHE will have no liability (including as to refunds) arising from any contractual relationship between the Student and any Third Party in relation to the Third Party Fees;
  - (ix) that a failure to comply with the Offer Letter, Student Acceptance Agreement and these Terms and Conditions may result in the cancellation of the Student's enrolment and forfeiture of Tuition Fees or other fees and charges paid by the Student to OIHE;
- (b) The Student warrants that, as at the date of signing these Terms and Conditions, the Student
- (i) is a **Genuine Temporary Entrant** and a **Genuine Student** and

- (ii) is not in the first 6 months of commencing his or her Principal Course with a registered education provider other than OIHE;
- (c) The Student acknowledges that that he or she has read and understood the OIHE Privacy Policy prior to signing these Terms and Conditions. The OIHE Privacy Policy is available to download from OIHE's official website [www.ozfordhe.edu.au](http://www.ozfordhe.edu.au)
- (d) The Student acknowledges and agrees that computers and internet access at OIHE are made available to the Student for research, academic and OIHE-related administrative purposes only. Students are permitted to use the Internet for a reasonable time as determined by OIHE and communicated to the students from time to time. Students will be solely accountable to OIHE or any third party for any unauthorised computer usage. OIHE will not be liable for any content and material accessed or downloaded by the Student through the OIHE computer network.
- (e) The Student acknowledges that the Student must commence his or her enrolled course(s) on the Agreed Starting Date. If the Student fails to attend, report to or otherwise communicate with OIHE within 10 days after his or her Commencement Date, then OIHE may cancel the Student's CoE.
- (f) Where the Student is unable to commence his or her course for reasons beyond his or her control the Student must provide to OIHE in writing:
  - (i) the detailed reasons for the Student's failure to commence; and
  - (ii) a proposal for alternative arrangements regarding the Student's enrolment,where OIHE reserves the right to accept or reject any such proposal and cancel the Student's CoE accordingly.
- (g) To the extent permitted by law, OIHE reserves the right to cancel the Student's enrolment in any course or courses of study in accordance with OIHE's Deferring, suspending or cancelling a student's enrolment - Policy & Procedures to be found at <http://www.ozfordhe.edu.au/wp-content/uploads/2016/02/Deferring-suspending-or-cancelling-a-students-enrolment-Policy.pdf>
- (h) These Terms and Conditions are based on the requirements of the ESOS Act 2000 and its associated National Code. In the case of any inconsistency in or dispute with the interpretation of these Terms and Conditions then the requirements of the ESOS Act 2000 and its National Code prevail.
- (i) These Terms and Conditions are governed by the law in force in Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions.