

<b>Department</b>	Vocational Education & Training – Education Services for Overseas Students (ESOS)		<b>Author</b>	RTO CEO
<b>Quality Controlled Document No. &amp; Title</b>	ESOS 3.0	Overseas Student Offer and Acceptance Agreement	<b>Approved</b>	RTO CEO
<b>Version</b>	2.1		<b>Authorised</b>	RTO Academic Board
<b>ESOS National Code 2018</b>	Standard 3		<b>Distribution</b>	Internal   RTO Management External   Overseas Students

Marriott Academy shall require that all students enter into a written agreement with the RTO in which all obligations and rights of both Marriott Academy and an overseas student shall be clearly set out. Marriott Academy must have a written agreement with each overseas student accepted for enrolment and it must be signed, or otherwise accepted by the student, or if the overseas student is under 18 years of age, their parent or legal guardian. Note that students must be 18 years of age, or over, at the time of enrolment.

While Marriott Academy systems for receiving online acceptances do not have to be approved by the Department of Education and Training prior to implementation, Marriott Academy shall demonstrate that the student entered into the agreement with the RTO. An overseas student may accept the written agreement by signing a form, or indicating their acceptance online. Where Marriott Academy chooses to recognise online acceptances, Marriott Academy will verify the authenticity of the online acceptance by requiring the prospective student to:

- a) meet the Genuine Temporary Entrant criterion, by providing a personal statement addressing the Genuine Temporary Entrant (GTE) requirement;
- b) provide a copy of their current passport;
- c) demonstrate that have the financial capacity to cover the study period in Australia, by providing proof of balance from a banking, or other such, institution;
- d) provide a copy of driver's licence (if they have one);
- e) provide a copy of a Medicare Card (if they have one);
- f) provide evidence of Overseas Student Health Cover;
- g) provide copies of qualifications, senior school and post-senior school;
- h) provide copies of any work references.

All documentation provided with an enrolment application should be either original or certified copies. If not certified, a request for certified documents will be inserted under Special Conditions in the overseas Student Offer and Acceptance Agreement. Acceptance, fee payment, and issuing of Confirmation of Enrolment (CoE) cannot occur until certified documents are provided.

# **Marriott Academy**

## **Overseas Student Offer and Acceptance Agreement**

Marriott Academy  
Level 2, Suite 3  
470 Collins Street  
Melbourne, 3000

Marriott Academy Hospitality Training  
Shop 16-18 Metro West Shopping Centre  
Cnr Nicholson and Albert Streets  
Footscray, 3011

# Marriott Academy

## Letter of Offer

Marriott Academy  
Level 2, Suite 3  
470 Collins Street  
Melbourne, 3000

RTO:                      CRICOS:

Student Name  
Address

Date

Dear XXXXXXX

We are pleased to inform you that your enrolment application for the following course(s) has been successful:

SIT30821 Certificate III in Commercial Cookery

SIT40521 Certificate IV in Kitchen Management

SIT50422 Diploma of Hospitality Management

Before deciding to accept this offer you must read the attached information: the **Acceptance of Offer**. It contains important information about Overseas Health Cover additional information about your tuition fees orientation the academic year dates and other important information you will need to consider before completing and returning the *Overseas Student Offer and Acceptance Agreement*.

### Accepting the Offer

To accept this offer you must:

- 1) complete, sign and return to us the **Overseas Student Offer and Acceptance Agreement** within fourteen (14) days of the date on this offer letter, which can be found above.
- 2) Provide a copy of your current student visa, if you completed your year 12 studies in Australia.
- 3) Pay the Enrolment Administration fee, the course materials fee, and the required first instalment of the tuition fees, and attach evidence of payment if paid by direct deposit. Refer to 'Fees Payable'.
- 4) You will need to also pay for Overseas Student Health Cover for the expected duration of your student visa. You will need to provide evidence that you have taken out suitable cover.
- 5) Scan your completed Agreement, and all other required documents, and email / mail to:

[admissions@marriottacademy.edu.au](mailto:admissions@marriottacademy.edu.au) OR Marriott Academy  
TBA

Please allow at least 5 working days for the issue of your Confirmation of Enrolment (CoE).

## PLEASE READ CAREFULLY

### Student VISA

Once you receive your CoE you will need to apply for a student visa:

<https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500>

### INDUCTION AND ORIENTATION

All students must arrange to meet with Marriott Academy's Student Support and Careers Manager (SSCM) prior to beginning their course and must also attend the Student Orientation Day – Student Induction for Overseas Students.

The SSCM will be available to meet with students from 9:00am to 5:00pm weekdays. The meeting will take about an hour and aims to assist students to settle into Australia and be prepared to undertake their studies. Please contact Marriott Academy directly to make an appointment for your interview.

You must attend the Student Orientation Day.

Student Induction for Overseas Students will be held on XXXXXX \_\_ / \_\_ / \_\_ \_\_ \_\_, from 9:30am to 1:30pm. Should you be required to undertake the ACSF LNN Assessments, then these will be conducted on the orientation day from 2:00pm to 5pm. These assessments will assist Marriott Academy with confirming that your language, literacy and numeracy (LLN) skills are at the level as per your enrolment application, and identifying any support that you may require to complete your course.\*

All meetings and the Orientation Day shall be held at Marriott Academy's main campus.

The course start date in XXXX is dd / mm / yyyy at XX:XX.

Again, welcome to Marriott Academy.

Building brighter futures together.

Mr XXXXXX  
CEO

\* **IMPORTANT:** Your enrolment is conditional on the information and documents provided with your enrolment application being true, correct and authentic. Should it be determined that you have provided false, misleading information or fraudulent documentation, then Marriott Academy may decide to retract this offer and cancel your enrolment.

# Marriott Academy

## Overseas Student Acceptance Agreement

### INSTRUCTIONS FOR ACCEPTING THE OFFER

1. Complete the information requested below as appropriate.
2. Sign and date the Acceptance Agreement and Fee and Refund information
3. If returning the completed Agreement, you **MUST** keep a copy for your own records.
4. Forward a copy of this Agreement, and payment receipt if paying by Direct Deposit to:

[admissions@marriottacademy.edu.au](mailto:admissions@marriottacademy.edu.au) OR Marriott Academy  
TBA

If you have any questions about your offer and acceptance, please contact us directly.

### Section 1

I \_\_\_\_\_, confirm my acceptance of the offer to enrol in and  
*Full Name*

complete the following qualification(s) with the Marriott Academy (the RTO):

SIT30821 Certificate III in Commercial Cookery	<input type="checkbox"/>
SIT40521 Certificate IV in Kitchen Management	<input type="checkbox"/>
SIT50422 Diploma of Hospitality Management	<input type="checkbox"/>

Once I receive my CoE I understand that I will need to apply for a student visa:

<https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500>

### Section 2

- I will commence my academic program on: \_\_ / \_\_ / \_\_\_\_ (dd/mm/yyyy)
- I will make an appointment to meet with the Student Support and Careers Manager (SSCM).
- I will attend the Orientation Day - Student Induction for Overseas Students.

### Section 3

I understand that I must provide my permanent **address in my home country** to enable Marriott Academy to meet the Australian Government reporting requirements. My permanent address is (DO NO USE POST OFFICE BOX):

<b>Building/Property name</b>	
<b>Flat/Unit details</b>	
<b>Street or Lot number (e.g. 205 or Lot 118)</b>	
<b>Street name</b>	
<b>Suburb, Locality or Town</b>	
<b>State/Territory</b>	
<b>Postcode / ZIP Code</b>	

### Section 4 (answer only if you have already arranged accommodation in Australia)

I understand that I must provide my **address in Australia** to enable Marriott Academy to meet the Australian Government reporting requirements. My address in Australia will be: (DO NO USE POST OFFICE BOX):

<b>Building/Property name</b>	
<b>Flat/Unit details</b>	
<b>Street or Lot number (e.g. 205 or Lot 118)</b>	
<b>Street name</b>	
<b>Suburb, Locality or Town</b>	
<b>State/Territory</b>	
<b>Postcode</b>	

**Section 5**

I understand that my Confirmation of Enrolment (CoE), required for the student visa application, will be forwarded to me by email.

My email address is: \_\_\_\_\_

**Section 6**

I enclose a certified copy of the personal details section of my current passport.

**Section 7**

I enclose my payment evidence and order receipt number if I paid my fees by Direct Deposit.

**Section 8**

You MUST provide evidence that you have taken out suitable Overseas Student Health Cover (OSHC).

Overseas students undertaking formal studies in Australia, and their dependents (for example, spouses and children under 18 years old), must obtain OSHC. It includes cover for visits to the doctor, some hospital treatment, ambulance cover and limited pharmaceuticals (medicines). OSHC insurers can provide a range of different OSHC products. These may range from a basic product which covers only the compulsory minimum services to comprehensive products which cover, in addition to the compulsory minimum services, extra services as specified under the particular policy.

I understand that I must be covered by Overseas Student Health Cover (OSHC) for the full duration of my student visa, I am providing evidence that I have arranged OSHC cover for the expected duration of my student visa.

OSHC Fee	<i>Name of Provider</i> _____	<input type="checkbox"/> Single	Amount Paid
	<i>Policy Number</i> _____	<input type="checkbox"/> Dual Family <input type="checkbox"/> Multi Family	\$

- \* - *Single covers only the valid visa holder.*
- *Dual Family covers one valid student visa holder plus either one adult spouse or recognised de-facto partner OR one or more dependent children.*
- *Multi Family covers one valid student visa holder plus one dependent which includes no more than one adult spouse or recognised de-facto partner AND one or more dependent children.*

**Section 9**

I am a student whose tuition fees will be paid, either partially or fully, by the following third party sponsor (such as a Government agency).

<b>Sponsor Details</b> <i>(name and contact details)</i>
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I authorise Marriott Academy to disclose information relating to sponsorship arrangements and my academic progress to this sponsor.

## Section 10

### Overseas Student Declaration

#### Conditions on Enrolment (OFFICE USE ONLY)

No conditions have been imposed on your enrolment.

**or**

After reviewing all of the information you have provided with your enrolment application, Marriott Academy has imposed the following conditions on your enrolment:

Conditions of your enrolment:

- Where conditions have been placed on my enrolment, I have read, understand and agree to all of the conditions, listed above, that have been placed on my enrolment.
- I understand that this acceptance constitutes a written agreement with Marriott Academy (the RTO) under the Education Services for Overseas Students (ESOS) Act 2000 and I have read information about the ESOS framework located at:  
<https://www.dese.gov.au/esos-framework>
- I have read understand the information about studying in Australia located at:  
<https://www.studyinaustralia.gov.au/>
- I have read understand the information about Marriott Academy's Fee and Refund Policy for overseas students. A copy is provided with this Agreement.
- I have read and understand the information provided by Marriott Academy about the qualification(s) in which I am enrolling, including:
  - course entry requirements
  - course structure and outcomes
  - total duration in weeks, including holidays and breaks, during which I must complete the course
  - course start and end dates
  - course delivery mode and class schedule
  - attendance requirements (min. 80% of scheduled class hours over a four week block)
  - requirements for satisfactory progress and completion (a 'Satisfactory' result for an assessment after re-assessment)
  - all tuition, non-tuition and materials fees payable for the course, and payment schedules
- I understand that the Course Tuition Fee, for each qualification in which I am enrolling, is based on my full-time enrolment in the qualification core and elective Units.
- I have read and understood how my personal information may be disclosed by Marriott Academy, the Commonwealth, or state or territory agencies, in accordance with the Privacy Act 1988.
- I have read and understood Marriott Academy's complaints and appeals policy and processes. A copy if provided with this Agreement.
- I understand that I am responsible for keeping a copy of this written agreement, and receipts of any payments of course tuition fees or non-tuition fees.

- I confirm that I am seeking temporary entry into Australia for educational purposes only, as a fee-paying overseas student, and that I may be subject to different rules and conditions prescribed by Marriott Academy and the Australian Government if I change my visa.
- I am aware that there are restrictions on accepting paid employment, consistent with visa regulations, and I have read relevant information located at: <https://www.studyinaustralia.gov.au/english/live-in-australia/work>
- I understand that I, or my sponsor, will be responsible for the full costs of the program for which I am seeking admission, as well as any additional costs including travel and living costs incurred by me or my dependents.
- I understand that my enrolment may be suspended or cancelled should I fail to abide by the statutes, regulations, rules and policies of Marriott Academy.
- I understand that I must advise Marriott Academy of any change in my permanent address in my home country, my residential address whilst in Australia, mobile telephone number, email address, and emergency contact details within 7 days while enrolled in the program(s) and studying in Australia.
- I understand that my personal information may be provided to the Australian Government and designated authorities, as required by Australian law. This information includes, but is not limited to, personal and contact details, program enrolment details and changes, and the circumstance of any suspected breach of my visa condition(s).
- I will provide Marriott Academy with any visa decision records or information relating to my Offer, upon request.
- I understand that Australian Government regulations require overseas students to have Overseas Student Health Cover (OSHC) for the proposed duration of their student visa.
- I understand that I will be entitled to a full (100%) refund of my tuition deposit in the unlikely event that Marriott Academy is no longer able to offer my program or start the agreed program on the agreed date as outlined in this Offer, before I commence my studies at Marriott Academy. In such circumstances, I may be considered for an alternative program, at no extra cost, and have the right to choose to accept the alternative program or a refund.
- I authorise Marriott Academy to disclose information relating to sponsorship arrangements and my academic progress to the sponsor I have identified in my application and in this agreement. (Applicable only to sponsored students.)
- I understand that this written agreement, and the right to make complaints and seek appeals of decisions and action under various Marriott Academy policies and processes, does not affect my rights to take action under the Australian Consumer Law if the Australian Consumer Law applies.
- I understand that the first instalment of my course fees is due once I receive my enrolment confirmation, and on the first day of each study block thereafter (refer to Fees Payable on the next page).

### Confirmation of Financial Capacity

The table below outlines the minimum amounts in Australian dollars (AUD) that you will need in order to be eligible to obtain a visa. Marriott Academy can only issue your Confirmation of Enrolment (CoE) if you declare that you have access to sufficient funds, and are able to provide evidence to support your declaration. Acceptable evidence would be a *Proof of Balance Statement* from your bank, or similar institution. These amounts do not necessarily represent the cost of living in Australia at the time when you will be undertaking your studies.

Expense	Per Person	Amount Required in Australian Dollars (AUD)*
Travel	Student (you)	Return airfare to Australia – up to \$2,500
	Family member(s)	Return airfare to Australia – up to \$2,500 per person
Tuition Fees	Student (you)	Course Tuition and Materials Fees – up to \$14,000 per course Administrative and other fees – min. \$250 enrolment
	Child (Primary School)	\$4,200 per child per year
	Child (Secondary School)	\$5,200 per child per year
Living	Student (you)	\$19,900 per year
	Partner	\$7,000 per year
	Child(ren)	\$3,000 per child per year

\* These amounts are approximate only. Financial demands may vary depending on your personal circumstances.

Marriott Academy must be satisfied that once you are in Australia, that you will have genuine access to the funds you claim to possess to cover the travel, tuition and living costs for yourself and your family members. You must have sufficient funds to support your partner and any dependent children even if they do not travel with you to Australia. Please read carefully and sign the following declaration:

- I declare that I have genuine access to the funds as outlined above for myself, my partner (if applicable) and dependent children (if applicable) for the duration of my stay in Australia. I understand that should I experience financial difficulties that I (or my sponsor) will continue to be responsible for my tuition fees and living expenses.
- I understand that Marriott Academy may give advance notice of its intention to cancel my enrolment if my tuition fees are not paid by the required date. If my enrolment is cancelled due to non-payment of fees, I understand that Marriott Academy will be required to cancel my Confirmation of Enrolment; and that I will have to seek advice from the Department of Immigration and Border Protection regarding my ongoing eligibility for a student visa.
- I understand that Marriott Academy may ask me to provide additional evidence of my financial capacity, should it be required, before issuing my Confirmation of Enrolment.
- I have attached evidence of my financial capacity (e.g., *Proof of Balance Statement* from your bank, or similar institution)

**Additional Declaration for Sponsored Students Only:**

- I understand that I am responsible for ensuring that the Financial Guarantee provided by my sponsor remains current.
- If my Financial Guarantee expires, becomes invalid or my sponsor fails to pay, I understand that I will become responsible for payment of my tuition fees, Overseas Student Health Cover and Amenities Fee.
- Where fees due are not paid, the applicant/student shall be contacted and notified that their enrolment application, or course, cannot proceed until payment is received. There are late payment fees which may apply.

**Course Fees and Materials Fees Instalments**

Qualification	SIT30821 Certificate III in Commercial Cookery										
Item	Fees	1	2	3	4	5	6	7	8	9	10
<b>Tuition Fee</b>	<b>\$10,850</b>	\$1,085	\$1,085	\$1,085	\$1,085	\$1,085	\$1,085	\$1,085	\$1,085	\$1,085	\$1,085
<b>Materials Fee</b>	<b>\$1,100</b>	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
<b>Total</b>	<b>\$11,950</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>	<b>\$1,195</b>

First instalment due at time of enrolment. Remaining instalments due at the start of each course study block calculated (course weeks/10)

Qualification	SIT40521 Certificate IV in Kitchen Management										
Item	Fees	1	2	3	4	5	6	7	8	9	10
<b>Tuition Fee</b>	<b>\$12,250</b>	\$1,225	\$1,225	\$1,225	\$1,225	\$1,225	\$1,225	\$1,225	\$1,225	\$1,225	\$1,225
<b>Materials Fee</b>	<b>\$1,100</b>	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
<b>Total</b>	<b>\$13,350</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>	<b>\$1,335</b>

First instalment due at time of enrolment. Remaining instalments due at the start of each course study block calculated (course weeks/10)

Qualification	SIT50422 Diploma of Hospitality Management										
Item	Fees	1	2	3	4	5	6	7	8	9	10
<b>Tuition Fee</b>	<b>\$10,250</b>	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025
<b>Materials Fee</b>	<b>\$1,100</b>	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
<b>Total</b>	<b>\$11,350</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>	<b>\$1,135</b>

First instalment due at time of enrolment. Remaining instalments due at the start of each course study block calculated (course weeks/10)

**SIGNED and DATED**

Your Full Name (as it appears on your passport) \_\_\_\_\_

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Parent or Legal Guardian's Full Name \_\_\_\_\_  
(if you are under 18 years)

\* Parent or Legal Guardian's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(if you are under 18 years)

\* Students must be 18 years of age by the time of course commencement.

## Fee and Refund Policy

The Education Services for Overseas Students (ESOS) Act 2000 and the the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 require that Marriott Academy have in place a Fee and Refund Policy, which must be provided to overseas students who are studying in Australia on a student visa, before formal approval of their enrolment and issuing of a Confirmation of Enrolment.

This Fee and Refund Policy applies to those Marriott Academy students who are 'overseas students' as defined in the National Code 2018. Except as provided by law, a refund of tuition fees shall only be granted in accordance with this Fee and Refund Policy. Students acknowledge and agree to the terms and conditions of this Policy on signing the declaration in s 32 of the enrolment form, and signing Marriott Academy's Overseas Student Offer and Acceptance Agreement.

Marriott Academy reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws and/or to amend the non-refundable Administration Fee. Marriott Academy shall inform the Department of Home Affairs of any change of status where a student who holds a student study visa completes their course outside the course duration period, transfers to another provider, defers their course, is suspended or has their enrolment terminated for not meeting course academic requirements, and/or does not meet their visa conditions.

Course fees shall comprise:

- Course (Tuition) Fee
- Materials Fee
- Administrative and other fees

## Fee Refunds

Whilst Marriott Academy's Fee and Refund Policy is founded on the principles of fairness and good faith, Marriott Academy acknowledges that all students may take action under Australia's consumer protection laws where a refund is refused. A full refund of all tuition, and non-tuition, fees paid shall be provided by Marriott Academy where the course is not able to commence on the agreed starting date as specified in the Overseas Student Offer and Acceptance Agreement. Where Marriott Academy is not able to offer a course, Marriott Academy may offer affected students enrolment in another suitable course, offered by Marriott Academy, at no additional cost. It will be completely at the student's discretion as to whether or not such an offer is accepted.

Prior to commencement of a course, a full refund of tuition fees paid to date, less Marriott Academy's enrolment administrative fee, which is a 'non-tuition fee', shall be provided where, upon presentation of evidence acceptable to Marriott Academy:

- a) the student is refused a study visa;
- b) illness or disability prevents the student from starting a course;
- c) the student fails to meet the English or other entry requirements for acceptance in the course;
- d) there are family circumstances which prevent the student from starting the course (e.g. death in the family);
- e) the student is found to have provided incomplete, or inaccurate, information with their Student Enrolment Application, and is not able to rectify the identified issue(s), or
- f) other special or extenuating circumstances, including political, civil or natural events, which prevent the student from starting the course, and which are accepted at the discretion of Marriott Academy's CEO. For example, a full refund would be payable where an Offer is cancelled because the student is not able to travel to Australia due travel restrictions being imposed as a result of a pandemic.

Where a student, after accepting an offer of a place, withdraws from the course within 20 working days before the commencement of the course, for no valid or acceptable reason, 75% of the tuition fees paid to date for that course are refundable. Marriott Academy's enrolment administrative fee is a 'non-tuition fee', and is non-refundable.

A student whose visa is cancelled during a course shall not be eligible for a refund of any tuition and non-tuition fees paid. Where a student has commenced a course, but has their enrolment cancelled, or terminated, for any reason other than cancellation of the student's visa, the amount of refund payable shall be calculated as follows:

### **Course Fees Paid X (Course Duration Weeks – Course Attended Weeks\*) / Course Duration Weeks)**

Example: Course fee paid \$8,000, Course duration 32 weeks, Student attended 20 weeks.

$\$8,000 \times (32-20 / 40) = \$3,200$  refund

\* 'Course Attended Weeks' shall include all weeks from the week of the course start date, as specified in the Overseas Student Offer and Acceptance Agreement up to, and including, the week when the student's request to withdraw from the course is received, or the week in which the student is notified that their enrolment in the course has been terminated.

The student enrolment administrative fee and course materials fee are not refundable once the student has commenced their course. Prior to course commencement, refunds shall not require a formal application from the student where Marriott Academy is not able to offer the course, or where the student is refused a study visa. All other requests for full or partial refunds must be made in writing on the Request Fee Refund Form.

## Other Fees

The following fees are payable as required and are not refundable:

Enrolment application administrative fee	\$250.00
Recognition of Prior Learning Assessment	\$250 per Unit
Re-assessment fee	\$150 per unit
Late payment of course fees	\$5 per day
Deferral of studies – admin fee	\$150
Transfer to another provider – admin fee	\$150

## Student Complaint and Appeal Procedure

1. Inform Marriott Academy staff.	In the first instance, if appropriate, all students are encouraged to discuss their concerns or issues informally with a Marriott Academy staff member. Students may approach their trainer, the Student Support and Careers Manager, the RTO Manager, or Marriott Academy's CEO.
2. Lodge a Complaint and/or Appeal.	<p>Should a student's concerns or issues not be able to be resolved informally, then the student will need to lodge a formal complaint and/or appeal with Marriott Academy's CEO.</p> <p>Students may access the required Complaint and Appeal Form from Marriott Academy's website or student administration. The Form should be completed and lodged with Marriott Academy's CEO as soon as practicable.</p> <p>Should the student consider it inappropriate that Marriott Academy's CEO investigate the complaint and/or appeal, then this will need to be noted on the Complaint and Appeal Form, and the student will be advised of appropriate external agencies which they may approach. Irrespective, all complaints and/or appeals will be considered and investigated by Marriott Academy's CEO.</p> <p>Should the nature of the concerns or issues involve a possible criminal offence, then students are advised to contact Victoria Police and/or seek legal advice. The student's application details shall be entered on the RTO's Complaints and Appeals Register. All Forms and any supporting documents shall be kept in the student's file.</p> <p>At all times, all information shall be treated with the strictest confidence.</p>
3. The Student Complaint and/or Appeal is investigated.	All formal complaints and appeals shall be considered by Marriott Academy's CEO. Where warranted, the CEO shall investigate the complaint and/or appeal. The investigation must allow the student to provide any relevant information and evidence either in writing or verbally. Students will be permitted to engage support when presenting information and evidence.
4. Outcome.	<p>It is intended that all formal complaints and appeals be investigated, and the student informed, in writing, of the outcome of their application, and detailed reasons for the decision, within 10 working days from the date when the complaint and/or appeal was received by Marriott Academy. Where more time is required, then the student shall be informed in writing, where a date must be provided as to when the student shall be informed of the outcome of their application. Any extension in time should not exceed an additional 20 working days.</p> <p>A copy of all correspondence shall be kept in the student's file. Details of the outcome of the student's application shall be recorded on the RTO's Complaints and Appeals Register.</p>
5. Reconsideration – Independent Review.	<p>Where a student is not satisfied with the outcome of their application, then they may, within 15 working days, request that their application be reconsidered. The student may make such an application by responding to Marriott Academy's notification of the outcome of their application. Student must provide an explanation of the grounds on which they are requesting a reconsideration, which may include additional information and/or evidence.</p> <p>Marriott Academy shall engage the services of the Dispute Settlement Centre of Victoria (DSCV) to review the student's complaint and/or appeal, and Marriott Academy's decision(s) relating to the student's application. Marriott Academy, the student, and/or their representative are expected to engage in mediation meetings. DSCV is part of the Victorian Department of Justice &amp; Community Safety and provides free dispute resolution services to all Victorians.</p>
6. Reconsideration Outcome.	<p>Marriott Academy and the student agree to be bound by the decision of the Dispute Settlement Centre of Victoria.</p> <p>Should the student not be satisfied with the outcome of the reconsideration process, then may seek legal advice. The student shall retain the right to take action under the Australian Law.</p> <p>All records shall be kept in the student's file. Details of the outcome of the student's reconsideration application shall be recorded on the RTO's Complaints and Appeals Register.</p>
7. Continuous Improvement.	<p>Where appropriate, Marriott Academy shall review the relevant training and assessment services, and/or RTO management and operational practices, in order to implement change to minimise the risk of reoccurrence of similar complaints and/or appeals.</p> <p>Where changes are implemented, then these shall be recorded in Marriott Academy's Continuous Improvement Register.</p>