

Terms and conditions

I (including the parent/guardian who has signed this contract) hereby accept an offer made to me by Study Group Australia Pty Limited, a company incorporated in New South Wales Australia (ACN 070919327) whose registered office is Level 8, 97-99 Bathurst Street, Sydney, NSW 2000, Australia (Contact: +61 2 8263 1888), trading as Taylors College (and hereinafter referred to as “the College”) to enroll in the course(s) (hereinafter referred to as “the course”) as indicated in the Letter of Offer (“the Offer”).

I agree that I will abide by the following terms and conditions of enrolment:

1. I agree to pay the tuition fees and other charges applicable for my course on the due dates as published on the website at taylorscollege.edu.au and acknowledge and agree that tuition fees may alter from time to time.
2. If I enrol in the Year 10 or Year 11 program, my enrolment is for that year and subsequent years until completion of Year 12, subject to payment of the applicable fees for subsequent years at the prescribed dates. The refund and cancellation policy will apply to each subsequent year of enrolment as if there had been a re-enrolment for that subsequent year.
3. Any variation of the terms and conditions must be in writing and be signed by an authorised officer of the College.
4. I agree that it is a condition of my enrolment that I attend all scheduled classes except where there is a legitimate reason for non-attendance which is acceptable to the College (for example, illness supported by a Doctor’s Certificate). If my enrolment terminates due to a breach of this condition I understand and agree that I may not be entitled to any refund of the tuition fees or other charges paid to the College.
5.
 - a. All lessons and any related material supplied by the College are copyright of the College and remain the property of the College.
 - b. Any unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).
 - c. All College materials supplied to me must, upon completion of the course, be returned to the College.
6. I agree that I may be required, and permission is hereby granted, to attend College’s organised excursions and activities as part of the course.
7. The College is hereby authorised to obtain medical treatment for myself should such action be deemed necessary by the College or a staff member acting on behalf of the College. I agree to indemnify and hold harmless the College and its staff for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such emergency medical treatment.
8. I agree that I am required to use my best endeavours to meet the requirements of the College program selected and to abide by the rules and regulations of the College. I understand that if I breach any of the College’s rules or my behaviour is deemed unacceptable by the College, or a breach of visa conditions, including poor attendance or unsatisfactory progress, my enrolment may be cancelled and I agree that I will not be entitled to any refund of the tuition fees or other charges paid to the College under the Contract.
9. I understand that infringement of campus rules and regulations will result in a fine. Local campus rules and regulations can be found on the website: taylorscollege.edu.au.

10. I agree that I am responsible for my own books, equipment and personal items and I hereby release, indemnify and hold harmless the College against all liability and claims for any loss or damage to such items, howsoever caused.
11. I understand that I am required to wear the College identification at all times while on campus.
12. I understand that I must notify the College in writing within 7 days if I change my address or contact details.
13. I agree to pay the tuition fees and other charges applicable for my course on the due dates. I understand and agree that failure to do this may result in suspension from the program, and cancellation of enrolment and visa.
14. I understand that a late payment fee of AU\$100 per month is payable on accounts which remain unpaid 14 days after the due date for payment.
15. I understand that if after commencing the course, I discontinue the course before completion, I remain liable to pay the full tuition fee and any expenses, costs or disbursements incurred by the College in recovering any outstanding monies, including debt collection agency fees and legal costs.
16. I confirm that the terms and conditions of this offer have been explained to me.
17. I have read and understood the Student Grievance Policy outlined in this document.
18. I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this document.
19. I agree that I have been informed about, or provided information on, the protection of personal information I provide to the College, including health information.
20. I have been informed about, or provided information on the following:
 - a. the entry requirements for admission into the course, including level of English language required and academic qualifications required;
 - b. course duration and content, including information about training and assessment methods;
 - c. the facilities, classroom equipment and learning resources;
 - d. the grounds on which the enrolment may be deferred, suspended or cancelled, and accept any conditions set out in the Letter of Offer.
21. I acknowledge that I have reviewed the cost of living expenses and the estimated total cost for tuition fees and other charges and acknowledge I have, or will have, the financial capacity to complete my course of study. Information is available at immi.gov.au/students/student-visa-living-costs.htm
22. 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.

CANCELLATION AND REFUND POLICY

1. The College agrees to refund within 28 days, tuition and accommodation fees paid where the student produces acceptable certified evidence that the application made for a student visa was rejected by a visa-issuing authority.
 - a. If a visa application is rejected before the student commences the course:
The amount of the refund is the fees paid by or on behalf of the student, minus the lesser of the following amounts that will be retained:
 - 5% of the amount of fees received (pre-paid tuition fees, non-tuition fees);
 - \$500.
 - b. If a visa application is rejected after the student has commenced the course:

The amount of the refund is any unspent pre-paid tuition fees paid by or on behalf of the student. The non-tuition fees will not be refunded.

2. The College agrees to refund within 28 days of the receipt of written notice of cancellation by the student, all tuition fees paid by or on behalf of the student, less the amounts to be retained as agreed and as detailed below:
 - a. If written notice is received more than four weeks before the commencement date of the student's course, AU\$2,500
 - b. If written notice is received in the four weeks prior to the commencement date of the student's course, 50% of the tuition fees for the course
 - c. No refund of tuition fees will be paid to the student if written cancellation is received on or after the commencement date of the student's course.
 - d. Enrolment fees are non-refundable.
3. In the unlikely event that the College is unable to deliver a course in full, the student will be offered a refund of the unused portion of prepaid tuition fees. The refund will be paid to the student within fourteen days of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course at no extra cost. The student has the right to choose whether they would prefer a refund of the unused portion of prepaid tuition fees, or to accept a place in another course. If the student chooses placement in another course, they will be asked to sign a document to indicate acceptance the placement. If the College is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service (TPS) will assist the student to find a suitable alternative course at no extra cost or, as the last resort, refund any unspent tuition fees.
4. If the student withdraws from a course before commencing any study, and the College has paid an amount to a representative in relation to their recruitment, the refund will be further reduced by that amount. The representative will be responsible for refunding that amount to the student.

CLAIMING A REFUND

Applications for a refund should be in writing and addressed to the Admissions Centre (if the student is still in their home country) or the Campus Director (if the student is in Australia) according to the contact details listed on the letter of offer.

HOMESTAY/LODGE REFUNDS

1. If the student cancels the accommodation booking less than seven days before arrival the Accommodation/Homestay Placement Fee (if applicable) plus a cancellation fee equivalent to one week of accommodation will be charged.
2. If the student cancels the accommodation after arrival, four weeks prior written notice of cancellation is required; any accommodation fees paid in excess of the notice period will be refunded less a 10% cancellation fee.

UNILODGE TERMS AND CONDITIONS

Cancellation before Commencement Date

If the Resident cancels the Occupancy Agreement more than 60 days prior to the commencement date of the Occupancy Period, the Security Deposit will be refunded in full. If the Resident cancels the Occupancy Agreement between 60 and 30 days prior to the commencement date, the Resident will be

entitled to a refund of 70% of the Security Deposit. If the Resident cancels the Occupancy Agreement less than 30 days prior the commencement date, the Resident will be entitled to a refund of 50% of the Security Deposit.

Termination of Occupancy Agreement by Resident after commencement of the Occupancy Period

For Permanent Residents:

- a. The Resident may terminate this Licence upon not less than sixty (60) days notice in writing to UniLodge on A'Beckett;
- b. If the Resident terminates in the first six (6) months of the Occupancy Period all Occupancy Fees must be paid for the full six (6) month period;
- c. If the Resident gives notice of intention to terminate after the first six (6) months of the Occupancy Period and has fully complied with all the terms and condition in this Agreement (including payment of Occupancy Fees to the date of termination, peacefully and quietly gives up possession of the Room and leaves the Room in a satisfactory condition, the Resident is entitled to a refund of the Security Deposit);
- d. In all cases of termination prior to expiration of the License Period, an AU\$220 Administration Fee will be charged.

AIRPORT PICKUP REFUNDS

For cancellations less than 48 hours before arrival, no refund will apply. If when a student arrives at the airport, the Airport Pick Up service provider cannot be located, the student should contact the emergency telephone number provided. In such circumstances, the College agrees that if the student has advised the emergency contact that they have not been met at the Airport, and alternative arrangements have not been made, then a full refund of this service fee will apply.

OVERSEAS STUDENT HEALTH COVER (OSHC)

All international student visa holders must maintain valid OSHC. The College will arrange cover with an OSHC provider for the duration of the visa. This is payable with the initial tuition payment. Should the student choose an alternative provider, evidence of cover for the entire study period must be provided before a Confirmation of Enrolment will be issued.

OVERSEAS STUDENT HEALTH COVER REFUND POLICY (OSHC)

If the student has not arrived in Australia, the College will refund the OSHC directly.

If the student has arrived in Australia and is:

- Discontinuing studies and returning home
- Transferring to another provider, or
- No longer on a student visa.

OSHC provider will organise the refund. Refunds are processed on a pro-rata monthly basis. Refund forms are available on the OSHC provider's website.

STUDENT GRIEVANCE POLICY

An overseas student may lodge an external appeal or make an external complaint about a decision by contacting the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and

independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider. See the Overseas Students Ombudsman website oso.gov.au or phone 1300 362 072 for more information.

A summary of the internal dispute resolution procedures follows:

1. Code of Conduct, Attendance and Discipline:

Students are expected to abide by the terms and conditions of enrolment and the published rules and code of conduct of the College. Disciplinary procedures will be applied in the event of a breach of these rules. All staff are expected to apply the College's policy and rules fairly and without favour, but if a student considers that this has not occurred, the student may refer the matter to the Grievance Counsellor. If dissatisfied with the Grievance Counsellor's decision, the student may appeal to the Case Review Panel which includes the Principal and/or Deputy Principal.

2. Service and Academic Programs:

In the event of a student complaint concerning the quality of the service or teaching provided by the college, the student will report the matter to a person in a position of authority within the school. The complaint may either be dealt with by that person, or referred to the Grievance Counsellor where the Complaints and Appeals process will be followed.

3. Contractual and Financial Issues:

Matters relating to the interpretation of the contract, or the payment or refund of moneys, are stated clearly in the contract of enrolment. Any queries relating to tuition fees and other charges payable to the College (or refunds) will initially be dealt with by the College Finance and Administration staff. If the student is dissatisfied with the decision, the matter will be referred to the Campus Principal for determination. If either the action taken or the outcome does not satisfy the student, they may write to the Finance Director, who will in turn convey a decision in writing to the student.

DEFERMENT, CANCELLATION AND SUSPENSION POLICY

The Deferment Policy is located on the College website: taylorscollege.edu.au/about/rights.aspx for the information of students. Each student must abide by the rules and regulations of the school, as advised on the College website. Failure to do this may result in suspension from the program, cancellation of enrolment and visa.

PAYMENTS

Payment can be made to Taylors College using a number of payment options via the PayOnline platform. Access to this platform can be found at <http://pay.taylorscollege.edu.au> using the unique student access code.

Certain payment options will carry a processing fee of 2.5%. Taylors College reserves the right to alter this charge from time to time.

If the student chooses to pay in their local currency, a foreign exchange rate will apply. The applicable exchange rate can be viewed online as at the time and date of the payment.

Upon receiving a Letter of Offer and an Acceptance Form, an applicant will be asked to accept the following terms and conditions.

Bank charges and commission for both the sending and receiving banks should be paid by the sender of funds or they will be applied to the student's account.

PUBLICITY

The student (and, where applicable, his or her parent or guardian):

- i. agrees that the student's photographs, videos, artwork or other works, as well as recorded or written testimonials and details of the student's achievements ("Student Images and Testimonials") may be used by Study Group, or by a third party agent of Study Group, worldwide for promotional purposes including in its printed and online marketing materials and on any social media network without further consent or notification; and
- ii. gives consent to Study Group storing, or transferring across international borders, copies of the Student Images and Testimonials for such purposes.

THE ESOS FRAMEWORK

The Australian Government wants overseas students in Australia to have a safe, enjoyable and rewarding place to study. Australia's laws promote quality education and consumer protection for overseas students. These laws are known as the ESOS Framework and they include the Education Services for Overseas Students (ESOS) Act 2000 and the National Code.

More information about rights under the National Code is available on the websites: taylorscollege.edu.au/about/rights.aspx and internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx. If there are concerns about any of these matters after commencement of studies, the student should contact the Campus Principal.

Please note that information is collected by the College during each student's Enrolment in order to meet its obligations under the ESOS Framework. This is to ensure students' 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 ESOS Framework.

Information collected about each student during enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. In other instances information collected during enrolment can be disclosed without the student's consent where authorized or required. Full details of the Privacy Policy can be found at: taylorscollege.edu.au/about/privacy.aspx

For more information, please visit www.taylorscollege.edu.au/courses/high-school