TERMS & CONDITIONS

I (which expression includes the parent/guardian who has signed this application) hereby apply to enrol in the course commencing at the campus indicated on the Application for Admission form ("the Application"). I agree that acceptance of the Application by Study Group Australia Pty Limited, a company incorporated in New South Wales Australia (ACN 070916037) whose registered office is Level 6, 37-99 Bathurst Street, Sydney, NSW 2000, Australia (contact: +61 2 9263 3888, trading as Taylors UniLink ("the College"), and my subsequent receipt and return of the Acceptance of Offer ("the Offer"), the Offer will become the Contract of Enrolment ("the Contract") and further I agree to abide by the following terms and conditions of enrolment:

1. 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 under the Contract.

2. I agree that I am required to use my best endeavours to meet the requirements of the course 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 I breach my visa conditions, including for non-attendance or unsatisfactory progress, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to the College under the Contract. (Information on the College’s policies, rules and regulations is located on the website taylorsunilink.edu.au.)

3. (a) All lessons and any material related thence supplied by the College is copyright and remains the property of the College.

(b) Any unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).

4. 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, however caused.

5. I agree that I may be required, and permission is hereby granted, to attend organised College excursions and activities as part of the course.

6. I agree that 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 however occasioned as a result of authorising and arranging such emergency medical treatment.

7. I agree to pay the tuition fees and other charges applicable for my course on the due dates and acknowledge and agree that tuition fees may alter from time to time. 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.

8. I understand that if after commencing the course, I discontinue my program before completion, I may remain liable to pay the full tuition fees and any expenses, costs or disbursements incurred by the College in recovering any outstanding monies, including debt collection agency fees and solicitors’ costs.

9. Tuition fees do not include the cost of text books; I agree to purchase these where required by the College.

10. I agree to advise the College of any change of my address while I am enrolled in any course.

11. I acknowledge that I have read and understood the Student Grievance Policy outlined in this document.

12. I hereby acknowledge that I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this document.

13. I confirm that the terms and conditions have been explained to me and understand that any variation of those stated terms and conditions of the Contract must be provided in writing and be signed by an authorised officer of the College.

CANCELLATION AND REFUND POLICY – INTERNATIONAL STUDENTS

1. All notifications of withdrawal from a course or requests for refunds must be made in writing to the Campus Director.

2. Enrolment fees are non-refundable.

3. The College agrees to refund within 28 days, tuition and accommodation fees paid where the student produces certified evidence that the application made by the student for a student visa has been rejected by the Australian Immigration authorities.

(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-refund fees will not be refunded.

4. Where a student’s course of study is terminated for misbehaviour or a breach of visa conditions, including non-attendance or unsatisfactory progress, there will be no refund of any money paid.

5. The College agrees to refund within 28 days of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and as detailed below:

(a) Where a student has enrolled in a package of courses, such as an Embassy English course immediately prior to the commencement of their Taylors UniLink Diploma course, the course commencement date for the purpose of this clause will be deemed to be the commencement date of the first course in the package.

(b) If written notice is received 28 days or more before the date of course commencement, then a non-refundable amount equivalent to 50% of the tuition fee shall be applicable to all enrolments.

(c) If written notice is received 27 days or less before the date of course commencement, then a non-refundable amount equivalent to 50% of the tuition fee shall be applicable to all enrolments.

(d) If written notice is received on or after the date of course commencement, there will be no refund of any moneys paid unless the Campus Director deems that exceptional circumstances apply.

(e) Fees may also be payable under Clause 7 of the Terms and Conditions.

6. 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 14 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 a placement in another course, the College will ask him/her to sign a document to indicate that they accept 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.

7. Homestay/Lodge Refunds (All Campuses): I understand that if:

(a) I cancel my accommodation less than 7 days before arrival, I will be charged the Accommodation Homestay Placement Fee (if applicable), plus a cancellation fee equivalent to 1 week of accommodation.

(b) I cancel my accommodation after arrival, 4 weeks of notice is required: any accommodation fees in excess of the notice period will be refunded less a 10% cancellation fee.

Unilodge (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 75% of the Security Deposit. If the Resident cancels the Occupancy Agreement less than 30 days prior to 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’Becketts.

taylorsunilink.edu.au
(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 this Agreement (including payment of Occupancy Fees to the date of termination, peacefully and quietly giving up possession of the Room and leaving 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$220.00 Administration Fee will be charged.

8. 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.

CLAIMING A REFUND
Applications for a refund should be in writing and addressed to the International 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 on the letter of offer.

OVERSEAS STUDENT HEALTH COVER (OSHC) REFUND POLICY
If the applicant has not arrived in Australia, the College will refund the OSHC directly. If the applicant has arrived in Australia and is:

a) Discontinuing studies and returning home;

b) Transferring to another provider; or

c) no longer on a student visa, then OSHC provider will organise the refund.

Refunds are processed on a pro-rata monthly basis. Refund application forms are available on the OSHC provider’s website.

AIRPORT PICK UP REFUNDS
For cancellations less than 48 hours before arrival no refund will apply.

However, if when a student arrives at the airport, the Airport Pick Up service provider cannot be located, the student should contact the 24-hour phone 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.

STUDENT GRIEVANCE POLICY – ALL STUDENTS
In the event of a dispute between an individual student and the College, internal procedures are in place to facilitate the resolution of the dispute. 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 oasis.gov.au or phone 1300 362 072 for more information.

A summary of the internal grievance procedures

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 members 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 Campus Grievance Counselor. If the student is dissatisfied with the Grievance Counselor’s decision, they may lodge a formal appeal. The appeal will be considered by the Case Review Panel, which includes the Campus Director. All decisions will be in writing and occur within specified time periods.

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 the Campus Grievance Counselor. If the student is dissatisfied with the Grievance Counselor’s decision, they may lodge a formal appeal. The appeal will be considered by the Case Review Panel, which includes the Campus Director. All decisions will be in writing and occur within specified time periods.

3. Contractual and Financial Issues

Matters relating to the interpretation of the Contract, or the payment or refund of moneys, are stated clearly within this document. 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 Director. 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

Each student must abide by the rules and regulations of the College as advised on the website. Failure to do this may result in suspension from the program, or cancellation of enrolment.

PAYMENTS

Payment can be made to Taylors Unilink 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 Unilink 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.

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

Students and their parents or guardians agree that the student’s photograph may be taken engaging in campus activities, and the student’s photo, video footage, details and achievements may be used for promotional purposes without written consent or notification. If the student does not agree, please contact the College in writing.

CHANGES TO ARRANGEMENTS – ALL STUDENTS

After course commencement, the College reserves the right to charge an Adjustment Fee of AU$150 each time course or accommodation details are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses.

SERVICES

The College reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond the College’s control necessitate such changes or where the level of enrolments does not reach the minimum numbers required to operate a course viably.

LIABILITY

Taylors Unilink and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law. Taylors Unilink will not be liable in the event that any service contracted to be supplied by Taylors Unilink becomes impossible to supply for any reason or any cause outside the control of Taylors Unilink.

EDUCATION SERVICES FOR OVERSEAS STUDENTS FRAMEWORK

Australia has a reputation as a safe, progressive and dynamic place to study. We maintain this reputation by providing quality education delivered in accordance with the ESOS framework which is the consumer protection specifically developed for overseas students. A description of the ESOS framework is available electronically at the following site: internationaleducation.gov.au/regulatory-information/pages/regulatoryInformation.aspx.

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 student’s 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 Director of the Tuition Protection Service. In other instances information collected during enrolment can be disclosed without the student’s consent where authorised or required by law.