

Terms and conditions

I (including the parent/guardian who has signed this agreement) hereby accept an Offer made to me by the University of Sydney Foundation Program Pty Limited (trading as the University of Sydney Foundation Program) to enrol in the course(s) (hereinafter referred to as “the course”) as indicated in the Letter of Offer (“the Offer”). I agree that on acceptance of the Offer, I will undertake the University of Sydney Foundation Program (Standard/ Intensive/ Extended) (“USFP”) which is to be delivered 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, (hereinafter referred to as “Taylors College” or “Taylors”).

I further agree that I will be enrolled at the University of Sydney as a provisional student in the course of my first preference. I agree to pay to USFP the tuition fees and other charges applicable for my course in accordance with the payment terms detailed on the website: taylorscollege.edu.au/admissions/fees. I further agree to pay all additional fees and such other charges as may become payable to Taylors during the period of my enrolment. Taylors agrees to provide tuition to me in all subjects of USFP, provided all fees owing are paid on the due dates.

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 (for more information about students’ rights under The National Code, please refer to www.taylorscollege.edu.au/about/rights.aspx or the following site: internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx. If a student has any concerns about any of these matters after arrival at Taylors College, please contact the Campus Principal.

Please note that information is collected by Taylors 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 Director. In other instances information collected during enrolment can be disclosed without the student’s consent where authorised or required. Full details of the Privacy Policy can be found at www.taylorscollege.edu.au/about/privacy.aspx.

I acknowledge that:

1. It is a condition of enrolment that I attend all scheduled classes except where there is a legitimate reason for non-attendance (eg. illness supported by a Doctor’s Certificate) which is acceptable to either USFP or Taylors. If the enrolment terminates due to a breach of this condition, I understand

- and agree that I am not entitled to any refund of the tuition fees or other charges paid under this contract of enrolment.
2. a. All lessons and any material related thereto supplied by Taylors is copyright and remains the property of Taylors.
b. Any unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).
 3. I am required to use my best endeavours to meet the requirements of USFP and to abide by the rules and regulations of Taylors for the running of Taylors and the conduct of students. If I breach any of Taylors rules or my behaviour is deemed unacceptable by Taylors, or I breach my 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 annual tuition fee or other charges paid according to the contract of enrolment.
 4. I understand that infringement of campus rules and regulations will result in a fine, eg.
 - Overdue library items (0.20c - \$2.00 per day)
 - Lost/damaged library items, replacement fee (\$10 plus cost of item)
 - Smoking in front of campus (\$10)
 - Replacement ID card (\$20)
 - Document processing fee for lost documents (\$50)
 - Local campus rules and regulations can be found on the Taylors College website: taylorscollege.edu.au.
 5. I understand that I may be required to attend Taylors College's organised excursions and activities as part of my course.
 6. I authorise Taylors to obtain emergency medical treatment for me should such action be deemed necessary by Taylors or a staff member acting on behalf of Taylors. I agree to indemnify Taylors and USFP for any expense, loss, damage or liability of whatsoever nature occasioned as a result of authorising and arranging such emergency medical treatment.
 7. I agree that I am responsible for my own books, equipment and personal items and I hereby release Taylors and USFP from all liability and claims for loss or damage to such items, howsoever caused.
 8. I understand that I am required to wear Taylors College identification at all times while on campus.
 9. I understand that I must notify Taylors in writing within 7 days if I change my address or contact details.
 10. I understand a Late Payment Fee (LPF) of AU\$100 per month is payable on accounts which remain unpaid 14 days after the due date of payment.
 11. I understand that if after commencing the program, I discontinue my program before completion, I remain liable to pay the full tuition fee and any expenses, costs or disbursements incurred by USFP or Taylors in recovering any outstanding monies, including debt collection agency fees and solicitors' costs.
 12. I understand and agree that failure to pay the tuition fees and other charges applicable for my course by the due dates may result in suspension from the program, and cancellation of enrolment and visa.
 13. I confirm that the terms and conditions of this offer have been explained to me.
 14. I have read and understood the Student Grievance Policy outlined in this document.
 15. I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this document.
 16. I have been informed about, or provided information on the following:

- the entry requirements for admission into the course, including level of English language required and academic qualifications required;
 - course duration and content, including information about training and assessment methods;
 - the facilities, classroom equipment and learning resources;
 - the grounds on which the enrolment may be deferred, suspended or cancelled, and accept any conditions set out in the Letter of Offer.
17. If I am accompanied by any school-aged dependents, I will be required to pay their full fees if they are enrolled in either a government or non-government school.
 18. 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
 19. 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. USFP 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. USFP 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, \$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 full tuition fees for the student's 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 USFP 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 USFP 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 USFP 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.

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, USFP 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. Taylors College will arrange cover with an OSHC provider for the duration of the visa. This is payable with the initial tuition payment. If a student chooses an alternative OSHC provider, they must provide evidence of cover for the entire study period before a Confirmation of Enrolment will be issued.

Overseas Student Health Cover (OSHC) Refund Policy

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

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.

Student Grievance Policy

In the event of a dispute between an individual student and Taylors, 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 New South Wales Ombudsman. The New South Wales 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. Visit ombo.nsw.gov.au or phone (02) 92861000 for more information.

A summary of the Complaints and Appeals process follows:

1. Code of Conduct, Attendance and Discipline:

Each student is expected to abide by the terms and conditions of enrolment and the published rules and code of conduct of Taylors. Disciplinary procedures will be applied in the event of a breach of these rules. All staff are expected to apply Taylors 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 the student is dissatisfied with the Grievance Counsellor's decision, they may lodge a formal appeal. The appeal will be considered by the case review panel, which includes the Principal and/or Deputy Principal. 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 Taylors, the student should 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 is followed. If the student is dissatisfied with the decision, may lodge a formal appeal. The appeal will be considered by the case review panel, which includes the Principal and/or Deputy Principal.

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 school (or refunds) will initially be dealt with by Taylors Finance and Administration staff. If the student is dissatisfied with the decision, the matter will be referred to the Principal for determination.

Deferment, Cancellation and Suspension Policy

The Deferment Policy is located on the Taylors College website at 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 Taylors 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.

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

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

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.

Repeat Semester

These terms and conditions also apply if a student repeats a semester of USFP.

For more information, please visit www.taylorscollege.edu.au/usfp.