

I (includes the parent/guardian who has signed this application) hereby apply to the University of Sydney Foundation Program Pty Limited (trading as the University of Sydney Foundation Program and hereinafter referred to as "USFP") to enrol in the USFP intake as nominated on the Application for Admission ("the Application"). I agree that on acceptance of the Application by Taylors College (hereinafter referred to as "Taylors"), I will be enrolled at the University of Sydney as a provisional student in the course of my first preference. I further agree that in preparation to enter the first year of that course I will undertake USFP which is to be provided by Taylors. I agree that the faculties of the University of Sydney will determine the score that I must achieve in USFP to be admitted to the faculty of my first preference, but in the event that I do not achieve the score, the University of Sydney may offer me a place in a faculty of lower preference or in a degree course at any of the campuses of the University of Sydney for which the score I achieved may qualify me for entry.

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: taylorcollege.edu.au/fees/sydney_fees.aspx. I further agree to pay all additional course 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 your rights under The National Code, please refer to our website: taylorcollege.edu.au/about/rights.aspx or the following site: aei.dest.gov.au/AEI/ESOS/QuickInfo/ESOS_FrameWork_.pdf.) If you have any concerns about any of these matters after you arrive at Taylors College, please contact your 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 Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected during enrolment can be disclosed without the student's consent where authorised or required. Full details of our Privacy Policy can be found on our website: taylorcollege.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 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: taylorcollege.edu.au.
- 5 I understand that I may be required to attend organised Taylors 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 confirm that the terms and conditions of this offer have been explained to me.
- 13 I have read and understood the Student Grievance Policy outlined in this brochure.
- 14 I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this brochure.

Cancellation and Refund Policy

- 1 USFP agrees to refund within 28 days and without deduction, all 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.
- 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 up to four weeks before the commencement date¹ of the student's course, 20% of the full tuition fees for the student's course²;
 - (b) If written notice is received in the four weeks prior to the commencement date¹ of the student's course, 50% of the full tuition fees for the student's course²;
 - (c) No refund of tuition fees will be paid to the student if written cancellation is received after the commencement date of the student's course. This also applies in the case of student transfers;
 - (d) Enrolment fees are non-refundable.
- 3 In the unlikely event that Taylors is unable to deliver a course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid to the student within two weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by Taylors at no extra cost. The student has the right to choose whether they would prefer a full refund of course 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 of the placement. If Taylors is unable to provide a refund or place the student in an alternative course our Tuition Assurance Scheme (TAS) will place the student in a suitable alternative course at no extra cost. Finally, if Taylors cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt placement in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.

- 4 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.

- ¹ Where a student is enrolled in a TELP program immediately prior to the commencement of USFP, a 30% cancellation fee is applied to the TELP course fees. Where a student is enrolled in an Embassy CES course immediately prior to the commencement of USFP, Embassy CES cancellation and refund policy will be applied to the Embassy CES course.
- ² 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 International Admissions Centre (if you are still in your home country) or the Campus Principal (if you are in Australia) according to the contact details listed on your letter of offer.

Homestay

Students aged under 18 living in Homestay accommodation will be invoiced at the time of enrolment for the period until they turn 18. Monthly instalment payment dates are available.

Homestay/Lodge Refunds

- (a) 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;
- (b) 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, Taylors agrees that if the student has advised our 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 OSHC Worldcare for the duration of the visa. This is payable with the initial tuition payment. For specific information regarding the cover and services, visit: oshcworldcare.com.au. 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 Worldcare will organise the refund. Refunds are processed on a pro-rata monthly basis. Refund forms are available on the OSHC Worldcare website.

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 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 www.oso.gov.au or phone 1300 362 072 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, he/she 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 course 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.

Credit card payments

Payments made by credit cards (Visa, MasterCard and American Express) will attract a 2% surcharge. This surcharge will be waived if all fees are paid in full before the commencement date of the student's course.

Publicity

Students and their parents or guardians agree that photos, videos or audio of a student may be taken whilst they engage in campus activities, and these photos, videos and/or audio, details and achievements, may be used for promotional purposes, including on the College website or College social networks, without written consent or notification. If you do not agree, please contact the Campus Director in writing at the time of application.

Repeat Semester

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