

Terms and conditions

I (which expression includes the parent/guardian who has signed this application) hereby apply to Study Group Australia Pty Limited trading as Taylors College (and hereinafter referred to as Taylors College) to enrol in The University of Western Australia Foundation Program (hereinafter referred to as "UWAFP") intake as nominated on the Application for Admission ("the Application"). I understand that on acceptance of the Application by Taylors College I will be enrolled at The University of Western Australia 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 the UWAFP which is to be provided by Taylors College. I agree that the Faculties of The University of Western Australia will determine the score that I must achieve in the UWAFP to be admitted to the Faculty of my first preference, but in the event that I do not achieve the score, The University of Western Australia 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 Western Australia for which the score I attained may qualify me for entry.

I agree to pay to Taylors College the tuition fees and other charges applicable for my course in accordance with the payment terms detailed on the website: taylorscollege.edu.au/fees/perth_fees.aspx. I further agree to pay all additional course fees and such other charges as may become payable to Taylors College during the period of my enrolment.

Taylors College agrees to provide tuition to me in all subjects of the UWAFP, conditional upon my working regularly and systematically through those subjects in accordance with instructions and 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 ESOS Framework, please refer to our website: taylorscollege.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 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 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: 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 Taylors College. 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 annual tuition fee or other charges paid under this Contract of Enrolment.
- 2 All lessons and any related material supplied by Taylors College is copyright and remains the property of Taylors College. 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 the UWAFP and to abide by the rules and regulations of Taylors College for the running of Taylors College and the conduct of students. If I breach any of the rules of Taylors College or my behaviour is deemed unacceptable by Taylors College, my enrolment may be cancelled and I agree that I will not be entitled to any refund of the tuition fee or other charges paid under the Contract of Enrolment.
- 4 I understand that infringement of campus rules and regulations will result in a fine. Local campus rules and regulations and all costs and charges can be found on our website: taylorscollege.edu.au.
- 5 I may be required to attend organised Taylors College excursions and activities as part of my course.
- 6 I also authorise Taylors College to obtain medical treatment for me should such action be deemed necessary by Taylors College or a staff member acting on behalf of Taylors College. I agree to indemnify Taylors College for any expense, loss, damage or liability of whatsoever nature occasioned as a result of authorising and arranging such emergency medical treatment.
- 7 I am responsible for my own books, equipment and personal items and I hereby release Taylors College from all liability and claims for loss or damage to such items, howsoever caused.
- 8 Taylors College reserves the right to substitute formal tutorial support for an academic unit in any term of the program, if my academic progress falls below 50%.
- 9 I understand that I am required to wear Taylors College identification at all times while on campus.
- 10 I understand that I must notify the College in writing within 7 days if I change my address or contact details.
- 11 I have read and understood the "Student Grievances Policy" outlined in this brochure.
- 12 I have read, understood and agree to the terms of the "Cancellation and Refund Policy" outlined in this brochure.
- 13 I have read and understand these documents. I confirm that the terms and conditions of this offer have been explained to me in my own language, and/or that copies of the documents were available to me, in my own language.

Cancellation and Refund Policy

1. All notifications of withdrawal from a course, or requests for refunds, must be made in writing to Taylors College. Enrolment fees are non-refundable.

2. If for reasons beyond a student's control a student visa is not issued, a full refund of tuition fees paid will be made within 28 days upon receipt of confirmation from a visa-issuing authority.
3. In the case of withdrawal/cancellation, the student will be entitled to a refund of the tuition fees, calculated in accordance with the table on page 39. Any refund due will be paid within 28 days of receipt of written notice of cancellation.
4. For the purpose of this policy, a semester is considered to be each block of 20 teaching weeks of study. Where the course length does not fit clearly into 20 week blocks, the final semester will be shorter, i.e. the second semester of the UWAFP Intensive program would be 10 weeks in duration.
5. Where a student's course of study is terminated for a serious breach of Taylors College rules, including non attendance, or a breach of visa conditions, there will be no refund of that semester's fees. If the student has paid for 2 or more semesters in advance, he/she will receive no refund of that semester's fees, and a refund of 40% of the next semester's fees. Any fees paid for further semesters will be refunded in full.
6. If for any reason Taylors College is unable to offer a course, a full refund of fees paid will be made within 14 days and according to the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.
7. A Late Payment Fee of AU\$100 per month is payable on accounts which remain unpaid 14 days after the due date of payment. Any expenses, costs or disbursements incurred by Taylors College in recovering any outstanding moneys, including debt collection agency fees and solicitors' costs are to be recoverable from the debtor (student and/or parent/guardian).
8. The student's entitlement to a refund as detailed in the table on page 39 applies to all tuition fees.
9. 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.
10. In the unlikely event that the College is unable to deliver the course in full, the student will be offered a refund of all the course money which they have paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by the College 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 placement in another course is chosen, the student will be asked to sign a document to indicate that they accept the placement. If the College is unable to provide a refund or provide placement in an alternative course the College's Tuition Assurance Scheme (TAS) provider will place the student in a suitable alternative course at no extra cost. Finally, if the TAS cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to make placement in a suitable alternative course or, if this is not possible, a refund will be provided as calculated by the Fund Manager.
11. Enrolment fees are non-refundable.

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 to 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

- If the student cancels the accommodation booking less than 7 days before arrival the Accommodation/Homestay Placement Fee (if applicable) plus a cancellation fee equivalent to one week of accommodation will be charged;
- If the student cancels the accommodation after arrival, 4 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.

Currie Hall Refunds

Currie Hall refund before arrival:

- If the resident cancels the booking less than 7 days before arrival the Accommodation Placement Fee plus a cancellation fee equivalent to 2 weeks of accommodation will be charged.
- If the resident cancels the booking 48 hours or less before arrival the Accommodation Placement Fee plus a cancellation fee equivalent to 4 weeks of accommodation will be charged.

Currie Hall refunds after arrival:

4 weeks prior written notice is required and the following penalties apply:

- If the resident cancels the booking after arrival they will be charged for the room until it is re-let to a suitable candidate.
- The Accommodation Placement Fee is non refundable.

Package Programs

Students applying for a package program of the UWAFP plus Bachelor degree study will be required to pay a deposit of AU\$500 to The University of Western Australia in order to apply for a visa for the full program duration. **The deposit will be credited to the student's first semester university fees on enrolment.**

The refund policy for students who do not take up their place at the University after being offered a package program is as follows:

- ↳ The deposit will be fully refundable if a student is ineligible for any course at UWA.
- ↳ If the student wishes to change provider, or withdraw altogether from the package of study before or after completion of the UWAFP course, he/she must apply to do so through the University's International Centre. The deposit is non-refundable where a student is eligible for study at UWA but chooses to study elsewhere (including where they are eligible for a course other than their first preference).
- ↳ In other cases where a student does not accept the offer, and where the reason for this is due to compelling circumstances outside the control of the student, a student may apply for consideration of a refund.

All applications for refund must be made in writing to the Director, International Centre. The application will be assessed and the student will be advised of the decision and of any refund of fees that is approved.

Publicity

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

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.

Airport Pick Up

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 Homestay emergency telephone number. In such circumstances, the College agrees that if the student has advised our Homestay emergency contact that they have not been met at the Airport, and no alternative arrangements are implemented, then a full refund of this service fee will apply.

Overseas Student Health Cover (OSHC)

As a condition of the student visa, all international students must hold valid OSHC for the length of the visa. Taylors College will arrange OSHC for the duration of the student's visa. This is payable with the initial tuition payment. Taylors College will arrange cover with OSHC Worldcare. For specific information regarding the cover and services visit: oshcworldcare.com.au. Should the student choose an alternative 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 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 Worldcare will organise the refund. Refunds are processed on a pro-rata monthly basis. Refund forms are available on the OSHC Worldcare website.

Student Tuition Refund Entitlement Table

Notification	Refund
Before Semester/Course Commencement	
More than 10 weeks	Full refund, less administrative expenses (maximum of 10% of the semester's fees or \$1,000, whichever is the lesser)
More than 4 weeks and up to 10 weeks	70% of semester fee
4 weeks or less	40% refund of the semester's fees, less administrative expenses (maximum of 10% of the semester's fees or \$1,000, whichever is the lesser)
After Semester/Course Commencement	
Within 4 weeks	30% refund of the semester's fees, less administrative expenses (maximum of 10% of the semester's fees or \$1,000, whichever is the lesser)
After 4 weeks	No refund is given

Refunds detailed in this table apply to either the first or subsequent semesters as appropriate.

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 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 is followed.

3. Contractual and Financial Issues

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

For more information please consult our website: taylorscollege.edu.au/complaints.