

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

TERMS AND CONDITIONS

I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing at the campus indicated on the Application for Admission form ('the Application'). I agree that on acceptance of the Application by Study Group Australia Pty Limited, a company incorporated in New South Wales Australia (ACN 070919327) whose registered office is Level 24, 201 Elizabeth Street, Sydney, NSW 2000, Australia (contact: +61 2 6125 6688), trading as Taylors College ('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 achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.
2. I agree that all lessons and any related material supplied by the College are copyright, remain the property of the College and must be returned to the College on completion of the course. I understand that any unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).
3. I agree that I am required to use my best endeavours to meet the requirements of the course 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, 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 taylorsperth.edu.au.)
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 at www.taylorsperth.edu.au.
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 howsoever 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, indemnify and hold harmless the College against all liability and claims for any loss or damage to such items, howsoever caused except where liability is expressly imposed by law.
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 the College in writing within 7 days of arrival or 7 days after any change to my address, email address, mobile number (if any), and who to contact in emergency situations..
10. Campuses are no smoking zones. Students are not allowed to smoke in UWA/Taylors College at Claremont campus.
11. Course fees do not include the cost of text books; I agree to purchase these where required by the College.
12. I acknowledge that I have read and understood the Student Complaints and Appeals Policy outlined in this document.
13. I hereby acknowledge that I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this document.
14. 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.

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15. Taylors College maintains a Privacy Policy which can be viewed at taylorsperth.edu.au. In addition to the provisions of this policy, I authorise the College to release administrative information concerning my performance at the College (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers. If I do not agree, I must advise the College in writing.

16. I understand that I am responsible for keeping a copy of the Contract of Enrolment (offer letter, acceptance, terms and conditions) and receipts of payments for tuition fees or non-tuition fees, if any.

17. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

CANCELLATION AND REFUND POLICY –STUDENTS IN FEE-HELP ELIGIBLE COURSES

1. I understand that I must apply in writing should I wish to cancel my enrolment in a FEE-HELP eligible course or withdraw from a Unit of Study and that I can obtain a full refund of tuition fees related to that Unit of Study until close of business on the relevant Census Date published on the website taylorsperth.edu.au. The date the written notification is received by the College is the effective Date of Notification of Withdrawal.

2. I understand that if I transfer to another Unit of Study before close of business on the relevant Census Date the fees applicable to that new Unit of Study will apply, and that I am responsible for catching up on any training that has already been provided.

3. I understand that the Census Date is not less than 20% through the Unit of Study.

4. I understand that if I advise in writing of my wish to cancel my enrolment in a FEE-HELP eligible course or withdraw from a Unit of Study after the Census Date there will be no refund unless Special Circumstances apply. The Student Review Procedures for Re-crediting a FEE-HELP Balance can be found at taylorscollege.edu.au/college-policies.aspx.

5. I understand that if I wish to transfer to a different FEE-HELP eligible course, I must provide the College with a new Request for FEE-HELP Assistance Form 1292(A) prior to close of business on the relevant Census Date.

CANCELLATION AND REFUND POLICY – STUDENTS IN NON FEE-HELP ELIGIBLE COURSES

1. 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. I also understand that failure to pay my tuition fees may result in my enrolment being cancelled.

2. I understand that if after commencing the course, I discontinue my program before completion, I may remain liable to pay the full course 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.

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

4. Enrolment fees are non-refundable.

5. Where a student's course of study is terminated for a serious breach of the College rules there will be no refund of any monies paid.

6. The College agrees to refund within 4 weeks of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), the tuition fee applicable less the amounts to be retained as agreed and as detailed below:

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a) If written notice is received 4 weeks or more before the start date of the course, then a non-refundable amount equivalent to 30% of the tuition fee of the course or first course within a package of courses shall be applicable.

b) If written notice is received less than 4 weeks before the start date of the course, then a non-refundable amount equivalent to 50% of the tuition fee of the course or first course within a package of courses shall be applicable.

c) If written notice is received on or after the start date of the course, there will be no refund of any monies paid in relation to that course unless the Campus Director of Studies deems that exceptional circumstances apply.

d) If the course is part of a package of courses, then any monies paid in relation to other courses within that package that have not yet been commenced will be refunded subject to Clauses 6a or 6b above.

7. In the unlikely event that the College is unable to deliver your course in full, you will be offered a refund of the unused portion of prepaid tuition fees.

The refund will be paid to you within fourteen days of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in a suitable alternative course at no extra cost. You have the right to choose whether you would prefer a refund of the unused portion of prepaid tuition fees, or to accept a place in another course. If you choose placement in another course, you will be asked to sign a document to indicate acceptance the placement. If the College is unable to provide a refund or place you in a suitable alternative course, the Australian Students Tuition Assistance Scheme (ASTAS) will assist you to find a suitable alternative course at no extra cost.

STUDENT COMPLAINTS AND APPEALS 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. Full details are published on the website taylorsperth.edu.au.

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 policies 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 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. All decisions will be communicated in writing and will 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 College. The complaint may either be dealt with by that person, or referred to the Grievance Counsellor where the Complaints and Appeals procedure 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 within this document. Any queries relating to course 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 Student Services Manager. 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.

A Summary of the External Grievance Procedures

In the event of a dispute between an individual student and the College, procedures are in place to facilitate the resolution of the dispute. If the student remains dissatisfied with the outcome, they may seek an independent review through the Australian Council for Private Education and Training (ACPET).

A student may apply to the Administrative Appeals Tribunal (AAT) for a review of a decision in relation to the FEE-HELP balance.

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He/she may have to pay an application fee; it depends on the circumstances. The application cannot proceed until the application fee has either been paid or waived. (The application fee is refunded when the review is completed if the AAT decides that it is finalised in the student's favour.) Further information about the Administrative Appeals Tribunal, including the required application forms and current costs, can be obtained from their website at: aat.gov.au/AboutTheAAT/IntroductionToTheAAT.htm>

PAYMENTS - STUDENTS IN NON FEE-HELP ELIGIBLE COURSES

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 a foreign 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):

a. 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 Australia Pty Limited, or by a third party agent of Study Group Australia Pty Limited, worldwide for promotional purposes including, printed and online marketing materials and on any social media network without further consent or notification.

b. gives consent to Study Group Australia Pty Limited storing, or transferring across international borders, copies of the student images and testimonials for such purposes.

CHANGES TO ARRANGEMENTS

After course commencement, the College reserves the right to charge an Adjustment Fee of AU\$150 each time course details for a non FEE-HELP eligible course are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses or to single subject 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.

www.taylorsperth.edu.au