

Terms and conditions

I (which expression includes the parent/guardian who has signed this agreement) hereby accept an Offer made to me 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 8263 1888), trading as Taylors College (and hereinafter referred to as "the College") to enrol in the course(s) (hereinafter referred to as "the course") as indicated in the Letter of Offer ("the Offer").

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: taylorsperth.edu.au. I further agree to pay all additional 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 Diploma, 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 students' rights under the ESOS Framework, please refer to 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 Director.

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 Protection Service (TPS). 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 taylorsperth.edu.au

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 the Contract of Enrolment.
2. All lessons and any related material supplied by Taylors College come with copyright and remain 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 course 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, or a breach of 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 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 at www.taylorsperth.edu.au.
5. I may be required to attend organised Taylors College excursions and activities as part of my course.
6. I 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. 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.

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10. Campuses are no smoking zone.

Hence, students are not allowed to smoke in UWA/Taylor's College at Claremont campus.

11. Students are required to obtain all study materials as listed in course information such as laptop – under TC service and academics programs.

12. I have read and understood the “Student Complaints and Appeals Policy” outlined in this document.

13. I have read, understood and agree to the terms of the “Cancellation and Refund Policy” outlined in this document.

14. I have read and understand this document. I confirm that the terms and conditions of this offer have been explained to me.

15. I have been informed about, or provided information on the following:

a. the requirements for an overseas student’s acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable;

b. the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods;

c. course duration and holiday breaks;

d. the course qualification, award or other outcomes.

e. campus locations and facilities, equipment and learning resources available to students

f. indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider’s cancellation and refund policies

g. the grounds on which the overseas student’s enrolment may be deferred, suspended or cancelled

h. the ESOS framework, including official Australian Government material or links to this material online

i. the policy and process the registered provider has in place for approving the accommodation, support and general welfare arrangements for younger overseas students (in accordance with Standard 5, National Code 2018)

j. accommodation options and indicative costs of living in Australia.

16. 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.

17. I have reviewed the cost of living expenses and the estimated total cost for tuition fees and other charges. I confirm that I have, or will have, the financial capacity to complete my course of study. Information is available at www.studyinaustralia.gov.au/english/live-in-australia/living-costs

18. 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.

19. 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

1. Taylor's College – Perth agrees to refund within 28 days, tuition and non-tuition 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. Taylor's College – Perth 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, AU\$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 tuition fees for the 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 Taylor's College – Perth 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

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indicate acceptance of the placement. If Taylors College – Perth 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.

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. The application must also specify the person who will receive the refund if someone can receive it instead of the overseas student.

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

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.

RESIDENTIAL COLLEGE REFUNDS

Residential college refund before arrival:

- a. 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.
- b. 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.

Residential college refund after arrival:

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

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

PACKAGE OF PROGRAMS

Students applying for a package of programs, the Diploma of Science or Diploma of Commerce plus a Bachelor degree course, 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 of programs is as follows:

- If a student wishes to change provider, or withdraw altogether from the package of study before or after completion of the Diploma course, they must apply to do so through the University's International Centre. The deposit is non-refundable.
- If a student does not accept the offer, and there are 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 of the International Centre. The application will be assessed and the student will be advised of the decision and of any refund of fees that are approved.

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.

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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.

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.

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 emergency telephone number provided. In such circumstances, Taylors College – Perth 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)

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 an OSHC provider. 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
- No longer on a student visa.

The OSHC provider will organise the refund. Refunds are processed on a pro-rata monthly basis. Refund forms are available on the OSHC provider's website.

STUDENT COMPLAINTS AND APPEALS 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: 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 College. Disciplinary procedures will be applied in the event of a breach of these rules. All staff are expected to apply Taylors College 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 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. 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.

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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 tuition 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, they may write to the Finance Director, who will in turn convey a decision in writing to the student.

REFUND POLICY TABLE

Notice received	Amount refunded
more than four weeks prior to the commencement date	Pre-paid tuition fees less AU\$2,500
in the four weeks prior to the commencement date	Pre-paid tuition fees less 50% of the tuition fees of the course
on or after the commencement date	N/A

For more information please consult our website: www.taylorsperth.edu.au