

## Student Enrolment Terms and Conditions

The following Student Enrolment Terms and Conditions apply to all Study Group Australia Pty Limited (SGA) CRICOS<sup>i</sup> registered courses delivered by SGA's ANU College, Flinders International Study Centre (FISC), Taylors College Perth and Taylors College Sydney (each a 'College' and collectively, the 'Colleges').

Please note that these Terms and Conditions assume that you are an international student. If you hold dual nationality, you will NOT be permitted to enrol at the College as an international student and progress to University with the status of an Australian student in order to take advantage of lower university tuition fees. If you are admitted to the College as a home student, you will be charged Australian fees on progression to the University.

Please ensure you read these Terms and Conditions carefully and understand them before signing your final acceptance of a place at the College. These Terms and Conditions, along with any offer letter received from us and the policies referred to below form part of a wider agreement between you and us which will become legally binding once you send confirmation of your acceptance of our offer of a place to you.

In accepting an offer of a place in a SGA course you are agreeing to the following:

1. You the student (which expression includes the parent/guardian who has signed the acceptance of the Letter of Offer) accept the course enrolment offer made to you, the student, by Study Group Australia Pty Limited (SGA)<sup>ii</sup>.
2. You have read, understood and agree to be bound by the:
  - i) Letter of Offer;
  - ii) SGA Enrolment Terms and Conditions;
  - iii) SGA Cancellation and Refunds Policy and Procedure;
  - iv) SG ANZ COVID-19 Interim Policy (if applicable); and
  - v) Student Privacy Policy.

These policies are available at:

- ANU College - <https://www.anucollege.edu.au/about-anuc/college-policies>
- Flinders International Study Centre - <http://isc.flinders.edu.au/information/fisc-policies-and-procedures>
- Taylors College Perth - <http://www.taylorsperth.edu.au/college-policies>
- Taylors College Sydney - <http://www.taylorscollege.edu.au/about/college-policies>

3. You understand and agree:
  - a. You must satisfy the conditions of the offer prior to enrolment, including the submission of any additional documentation required by the College. You understand that if you have not satisfied these conditions by the course commencement date you cannot commence the course and the College may cancel the offer.
  - b. You are responsible for obtaining a valid student visa for the duration of your course study in Australia. You are also responsible for ensuring you continually meet all conditions of your student visa. SGA is obliged to report to the Australian Government any of its international students studying on a student visa who breach the conditions of their student visa.
  - c. You must ensure all fees associated with your enrolment are paid to the College by the required due date in accordance with the payment terms. You acknowledge that the fee types and amounts applicable to the course are subject to change and may have varied between the time of the offer and the time of your enrolment. You understand that failure to enrol in and pay for the subjects required in accordance with your Visa conditions will result in the College cancelling your enrolment, which may cause your Visa to be cancelled and require you to leave Australia. Information about current fee rates are published on the College's fees webpage. The Institution agrees to provide tuition to you in all subjects of the course, conditional upon your working regularly and systematically through those subjects in accordance with instructions and provided all fees owing are paid on the due dates.
  - d. You must start at the date specified as the Course Start Date and that you must have a written agreement with the College to arrive at any other date as failure to do so may result in your Confirmation of Enrolment (CoE) being cancelled.
  - e. You are responsible for ensuring that you re-enrol for each study period before the re-enrolment cut-off date advised to you by the College. Re-enrolment tuition fees are to be paid in full by the due date indicated in the Letter of Offer, which is usually the commencement date of the study period. Late re-enrolment or enrolment variation fees may apply. Further information about tuition and other course fees is published on the College website.
4. You acknowledge:

- a. It is a condition of enrolment that you attend all scheduled classes except where there is a legitimate reason for non-attendance (e.g. illness supported by a Doctor's Certificate) which is acceptable to the Institution. If the enrolment terminates due to a breach of the condition, you understand and agree that you are not entitled to any refund of the tuition fees or other charges paid.
  - b. All lessons and any related material supplied by the Institution are copyright and remain the property of the Institution. Any unauthorised copying may constitute a breach of the Copyright Act 1968.
  - c. You are required to use your best endeavours to meet the requirements of the course and to abide by the College's policies and procedures. If you breach any College policy and procedure, fail to pay an amount payable for a course, or if your behaviour is deemed unacceptable by the College and/or you breach a condition of your visa (including poor attendance or unsatisfactory progress), this may result in the College cancelling your enrolment. If your enrolment is cancelled, this may cause your Visa to be cancelled and require you to leave Australia, and in such circumstances, you will not be entitled to any refund of the tuition fees or other charges paid. For further details, refer to the College's related Deferment, Suspension, Withdrawal or Cancellation of Enrolment Policy and Progression policy published on the College's 'Policy' webpage.
  - d. You are responsible for your own books, equipment and personal items and you hereby release the Institution from all liability and claims for loss or damage to such items, howsoever caused.
  - e. You are required to carry the Institution identification at all times while on campus.
  - f. You must notify the College of your current residential address, mobile number (if any), email address (if any) and emergency contact within 7 days of your arrival and any future changes within 7 days of their occurrence.
  - g. You have read and understood the SGA Student Complaints and Appeals Policy and Procedure available on the College's 'Policies' webpage.
  - h. You have been informed about, or provided information on the following:
    - i. 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;
    - ii. 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;
    - iii. course duration and holiday breaks; iv. the course qualification, award or other outcomes;
    - iv. campus locations and facilities, equipment and learning resources available to students; vi. 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;
    - v. the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled; viii. the ESOS framework, including official Australian Government material or links to the material online; ix. 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); and
    - vi. accommodation options and indicative costs of living in Australia.
5. You declare you are a genuine temporary entrant to Australia for the primary purposes of the study in the offer and understand that in accepting the offer you must abide by Australian law, including migration laws.
6. You confirm:
- a. You will abide by all conditions contained within your Visa. At the completion of your studies, you will ensure that you abide by migration laws and/or leave Australia. You verify that you have access to sufficient funds to meet the all relevant costs for yourself and your dependents while in Australia (where relevant)<sup>iii</sup>.
  - b. If you are accompanied by any school-aged dependents, you understand you will be required to pay their full fees if they are enrolled in either a government or non-government school.
  - c. You have reviewed the cost of living expenses and the estimated total cost for tuition fees and other charges and acknowledge you have, or will have, the financial capacity to complete your course of study. Information is available at [www.studyinaustralia.gov.au/english/live-in-australia/living-costs](http://www.studyinaustralia.gov.au/english/live-in-australia/living-costs).
7. You understand that you are 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.
8. You understand that by signing the offer, the document will constitute a binding legal agreement between you and the institution, governed by the laws of the Commonwealth of Australia.
9. You understand you will not be allowed to transfer to another provider in the first 6 months of your Principal Course of study (except in the circumstances outlined in the College's International Student Transfer Policy and Procedure). If your course is an English Language prerequisite course in a package of courses, you will not be allowed to

transfer to another provider except in limited circumstances as outlined in the College's International Student Transfer Policy and Procedure.

10. You understand that the offer is subject to availability of a place at the time of return of the offer appropriately completed and signed, with any stated conditions fully met and payment of all fees due completed. SGA reserves the right, upon receipt of your acceptance of the offer, to contact you for an interview to further assess the merit of your application under the Australian Government's Simplified Student Visa Framework (SSVF) arrangements. The College may revoke the offer and not issue you a Confirmation of Enrolment (CoE), if it is deemed as part of the SSVF assessment process that you do not meet all requirements for enrolment. SGA reserves the right to revoke the offer and not issue you a Confirmation of Enrolment (CoE) and/or refuse to accept payment if, at the time SGA receives your signed Acceptance and payment of all due fees, the offered course has commenced or no places remain available in the offered course.
11. You understand the tuition fees quoted in the Letter of Offer are accurate at the time of issuing the offer. SGA reserves the right to vary its fees at any time without notice. Fees are subject to increase following periodic review and adjustment (normally annually). The College's schedule of fees is published on the College website. The College will update the schedule of fees in accordance with any changes to the fees. As an enrolled student of the College you will be liable for any increase in fees each year of your academic studies.
12. You understand that your acceptance of the written agreement and your right to make complaints and seek appeals of decisions under the processes set out in the SGA Student Complaints and Appeals Policy and Procedures, do not affect your right to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies. The process for pursuing complaints and appeals are set out in the SGA Student Complaints and Appeals Policy and Procedures.

### **Refund and Cancellation**

13. Your right to cancel your place and receive a full or partial refund is subject to the SGA Cancellation and Refunds Policy and Procedure and if applicable to you, the SG ANZ COVID-19 Interim Policy. These policies can be accessed on the College webpage, as listed in clause 2.
14. If there is an applicable trial period and you wish to cancel within that trial period, you must submit your request to: <https://www.studygroup.com/request-withdrawal>

### **The ESOS framework for overseas students**

15. 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* ("the ESOS Act") and *The National Code 2018* ("the National Code") (for more information about students' rights under the ESOS Framework, please refer to <http://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>) together with the *Foundation Program Standards* made under the ESOS Act and the *English Language Intensive Courses for Overseas Students (ELICOS) Standards 2018 (Cth)* (ELICOS Standards). If a student has any concerns about any of these matters after arrival at the College, please contact the Campus Director.
16. Please note that that personal information is collected about the student during the student's dealings with the College in order to meet the College's obligations under Australian law, specifically, the authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Student Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018. This personal information can be provided, in certain circumstances, by the College to the Australian Government and designated authorities. Personal information about the student may be disclosed by the College, the Commonwealth including the Tuition Protection Scheme (TPS), or state or territory agencies, in accordance with the *Privacy Act 1988*. In other instances, information collected during the student's enrolment can be disclosed without the student's consent where authorised or required by law.
17. 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.

### **Privacy Policy**

18. The College collects, stores and uses personal information only for the purposes of administering student and prospective student admissions, enrolment and education. The information collected is confidential and will not be disclosed to third parties without your consent, except to meet government, legal or other regulatory authority requirements. For further information, refer to the Student Privacy Policy published on the College's 'policy' webpage.
19. The College will retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

### **Tuition Protection**

21. SGA conforms to the requirements of the Tuition Protection Service (TPS) established by the Australian Government for overseas students. This assures students of all SGA courses that should SGA be unable to fully

deliver their enrolled course of study they will be offered a suitable alternative course or have their unspent pre-paid tuition fees refunded. Further details about this service can be viewed online at <https://tps.gov.au>

## OSHC

22. Overseas Student Health Cover (OSHC) is a private health care arrangement, which helps cover the cost of medical treatments in and out of hospital, for example if you get sick or have an accident. It is a condition of your student visa (Condition 8501) that you are covered by OSHC for the duration of your student visa. Allianz Global Assistance is the preferred health cover provider of SGA; this arrangement, however, does not restrict you from obtaining OSHC from a recognised provider of your choice. Further information about alternative recognised providers for OSHC is available at: <https://oshcaustralia.com.au/en>
23. If you choose to select a health insurance provider other than the SGA's nominated provider (Allianz Global Assistance), you must show evidence to SGA Admissions that you are covered by the other health insurance provider for your proposed visa duration. OSHC must be arranged before a student visa can be issued. It is your responsibility to make sure that you have a current health cover policy until your student visa expires. Information about the costs and services provided by Allianz Global Assistance can be obtained from [www.oshcallianzassistance.com.au](http://www.oshcallianzassistance.com.au)

## Visa and English requirements

24. You are required to comply with the current student visa regulations during your enrolment at the College. This includes Australian Government English Proficiency requirements (separate to any course English language admission requirements) for the issue of a student visa. Further information on visa regulations are available at your nearest visa office and may also be accessed at the following website: <http://www.homeaffairs.gov.au/trav/stud>.

## Students under 18 years of age

25. If you will be under 18 years of age when enrolling, you will need to provide SGA Student Admissions welfare arrangement information when accepting your offer. The parent or legal guardian named in the Offer acceptance form must nominate a Department of Home Affairs (DHA) approved relative as noted in the Admissions welfare arrangement information to be your carer. The relative must live in the city in which you will be studying and will be responsible for your welfare whilst studying in your enrolled SGA course (with such care arrangements to be acceptable to the SGA College), or request that the College make arrangements for your care and welfare in writing.

## Document Review

26. This document is reviewed a minimum of once every 5 years by the policy owner (or delegate) to ensure alignment to appropriate strategic direction and its continued relevance to current and planned operations. The next scheduled review of the document is listed in the document history section of the document.
27. Records in association with this document will be kept in accordance with the SGA Records Management Policy. Confidential documents related to the implementation of the policy will be maintained according to relevant privacy requirements.

## Related Regulations

28. The policy has been developed in line with requirements set out in the: Education Services for Overseas (ESOS) Act 2000; National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code) which complements existing national quality assurance frameworks in education and training including the Higher Education Standards Framework (Threshold Standards), the English Language Intensive Courses for Overseas Students (ELICOS) Standards 2018, the Foundation Standards (operating adjunct to the National Code), the NSW Education Act and related regulations for NSW Education Standards Authority (NESA) registered High Schools, the Australian Qualifications Framework (AQF), the Tuition Protection Service (TPS), and other Commonwealth and State legislation and regulatory frameworks and standards including the Privacy Act 1988, Corporations Act 2001; and Competition and Consumer Act 2010.

## Document Approval

Document ID	SGA Enrolment Terms and Conditions		
Policy Owner(s)	Legal ANZ		
Approved by	Legal ANZ	Date Approved	5 April 2019
		Date Commencing	8 April 2019

## Document History

Commencing Date	Summary of Changes	Next Review Date
8 April 2019	v1.0 Document establishment	September 2022
3 June 2019	v1.1 Minor administrative amendments to maintain business currency.	September 2022

24 April 2020	V1.2 Amendments to accommodate supplementary measures introduced due to COVID-19	September 2022
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- i Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)
- ii Study Group Australia Pty Limited (SGA) is a company incorporated in New South Wales, Australia (ACN 070919327) ("SGA") whose registered office is Level 24, 201 Elizabeth Street, Sydney, NSW 2000, Australia (Contact: +61 2 8263 1888)
- iii Note: While people granted a student visa receive permission to work with their visa grant from when they start their course, you should not base your financial decision about your ability to meet all course and living costs on an assumption of being able to work long hours during trimester. Please also be aware that the impact of fluctuating exchange rates may impact on your ability to meet expenses while studying.