

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 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 Flinders International Study Centre (hereinafter referred to as FISC) to enroll in the course(s) (hereinafter referred to as “the course”) as indicated in the Letter of Offer (“the Offer”).

I agree to pay to FISC the tuition fees and other charges applicable for my course in accordance with the payment terms detailed on the website: <http://isc.flinders.edu.au>. I further agree to pay all additional fees and such other charges as may become payable to FISC during the period of my enrolment. FISC agrees to provide tuition to me in all subjects of the course, 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.

Please note that information is collected by FISC during each student’s enrolment in order to meet its obligations under the Higher Education Support Act 2003 (HESA). The authority to collect this information is contained in HESA.

Information collected about each student during enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the relevant Tuition Assurance Scheme. 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 <http://isc.flinders.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 FISC. 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.
2. All lessons and any related material supplied by FISC are copyright and remains the property of FISC. 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 FISC for the running of FISC and the conduct of students and all Study Centre policies as given at <http://isc.flinders.edu.au>. If I breach any of the rules of FISC or my behaviour is deemed unacceptable by FISC, 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.
4. I may be required to attend FISC’s organised excursions and activities as part of my course.
5. I authorise FISC to obtain medical treatment for me should such action be deemed necessary by FISC or a staff member acting on behalf of FISC. I agree to indemnify FISC for any expense, loss, damage or liability of whatsoever nature occasioned as a result of authorising and arranging such emergency medical treatment.
6. I am responsible for my own books, equipment and personal items and I hereby release FISC from all liability and claims for loss or damage to such items, howsoever caused.
7. I must notify FISC 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.
8. I have read and understood the “Student Complaints and Appeals Policy” outlined on the website: <http://isc.flinders.edu.au>.
9. I have read, understood and agree to the terms of the “Cancellation and Refund Policy” outlined in this document.
10. I have read and understand this document. I confirm that the terms and conditions of this offer have been explained to me, and/or that copies of the documents were available to me.
11. FISC is a no smoking zone. Students are not allowed to smoke within FISC.
12. The tuition fees do not include textbooks or study materials. Students are required to obtain all textbooks and study materials as listed in the subject outlines.

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

14. I agree that FISC can access information about me once I have started my study at Flinders University. It is transition information (the course at Flinders University in which I have enrolled).

15. I also agree that FISC can access information about my academic results at Flinders University (GPAs by semester). If I do not agree on this clause, I will notify FISC in writing.

16. 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 FISC 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 FISC 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 FISC 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 FISC rules, there will be no refund of any monies paid.

6. FISC 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 FISC 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 a placement in another course, they will be asked to sign a document to indicate acceptance the placement. If FISC is unable to provide a refund or place the student in a suitable alternative course, the relevant Tuition Assurance Scheme (TAS) will assist the student to find a suitable alternative course at no extra cost.

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 in its printed and online marketing materials and on any social media network without further consent or notification; and
- 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.

DISPUTE RESOLUTION

In the event of a dispute between an individual student and FISC, 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

A summary of the Complaints and Appeals process is as 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 FISC. Disciplinary procedures will be applied in the event of a breach of these rules. All staff are expected to apply FISC 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 Centre Director. 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 FISC, the student will report the matter to a person in a position of authority at FISC. 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 on <http://isc.flinders.edu.au>. Any queries relating to tuition fees and other charges payable to FISC (or refunds) will initially be dealt with by FISC Finance and Administration staff. If the student is dissatisfied with the decision, the matter will be referred to the Centre Director 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.

For more information, please visit <http://isc.flinders.edu.au>