

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.

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: <https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>. If a student has any concerns about any of these matters after arrival at FISC, please contact the Centre Director.

Please note that information is collected by FISC 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 on <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.

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

- 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.
- 13.** 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.
- 14.** 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.
- 15.** 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
- 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.
- 17.** 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).
- 18.** 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.
- 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.** FISC 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.** FISC 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, \$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

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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 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 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 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 Centre 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.

Package of programs

Students can apply for a package of programs, a course offered by FISC and a degree course offered by Flinders University. The procedures for students who do not take up their place at the University after being offered a package of programs are as follows:

- > If a student who is studying at FISC wishes to change provider or withdraw altogether from the package of study they must apply to do so through FISC and also Flinders University's International Centre.
- > If a student has completed their studies at FISC then they should contact Flinders University's International Centre directly.
- > All applications for refund must be made in writing to the Director, Admissions 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

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.

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Payments

Payment can be made to FISC using a number of payment options via the PayOnline platform. Access to this platform can be found at <http://isc.flinders.edu.au/pay> using the unique student access code.

Certain payment options will carry a processing fee of 2.5%. FISC 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."

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. FISC will arrange OSHC for the duration of the student's visa. This is payable with the initial tuition payment.

FISC will arrange cover with Allianz Global Assistance OSHC. For specific information regarding the cover and services, visit: oshcallianzassistance.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, FISC 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.

Allianz Global Assistance OSHC will organize the refund. Refunds are processed on a pro-rata monthly basis. Refund forms are available on the Allianz Global Assistance OSHC website.

Dispute Resolution

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

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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 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>