

# Conditions of Enrolment

By signing the Application Form the student (or the parent/guardian on behalf of the student) agrees to adhere to these Conditions of Enrolment and in return UNSW Global Pty Limited (UNSWG) (represented by its educational groups UNSW Foundation Studies and UNSW Institute of Languages), agrees to provide the student with tuition in the relevant courses.

**Please note:** Placement into English language courses delivered by UNSW Institute of Languages is subject to assessment of the student's English language proficiency.

## Enrolment

- The student agrees to pay UNSWG the appropriate fee(s) as stated in the Offer Letter.
- The student will not be permitted to commence his or her course until all fees or charges have been paid and the student's English language proficiency has been assessed.
- The student agrees to abide by the rules and regulations as set out for the course in the Student Handbook. The Student Handbook is provided on enrolment and is available via the website at [www.ufs.unsw.edu.au](http://www.ufs.unsw.edu.au) for UNSW Foundation Studies and [www.languages.unsw.edu.au](http://www.languages.unsw.edu.au) for UNSW Institute of Languages.

## Satisfactory Attendance

- The student agrees to attend all classes unless prevented by a legitimate reason, for example, illness, in which case a doctor's certificate should be presented.
- The Australian Government Department of Immigration and Citizenship (DIAC) require individuals on student visas to attend 80% or more of their classes. Renewal of a student's visa depends on this.

## Student Welfare

- Where emergency medical treatment for the student is required, the student authorises UNSWG to obtain treatment for the student on the student's behalf and the student indemnifies UNSWG for any expense, loss or liability as a result of authorising such emergency medical treatment.
- Parents/guardians of a student under 18 years of age agree that the student will have unsupervised access to the full internet and UNSWG will not be responsible for content that may be viewed on the internet.
- Parents/guardians of a student under 18 years of age agree that the student may attend occasional course-related and supervised excursions and field trips, or supervised sports and social activities, as part of the UNSWG programs and related social activities.
- The student agrees that they are responsible for their own personal items including books and equipment and the student hereby releases UNSWG from all liability and claims for loss or damage to such items howsoever caused.

## UNSWG Withdrawal and Refund Policy

- Notice of withdrawal and request for refund must be made in writing to UNSWG Student Services.
- The enrolment fee is non-refundable.
- The student is entitled to a full refund of tuition fees and other fees (except the non-refundable enrolment fee) if his or her visa application is rejected. The student must notify UNSWG Student Services in writing within 28 days of receipt of rejection notice and supply evidence of visa rejection to receive the full refund.
- The Overseas Students Health Cover is not refundable once the student has commenced a course with UNSWG.
- Approved refunds will be made within four (4) weeks.
- This agreement and the availability of complaints and appeals processes do not remove the rights of the student to take further action under Australia's consumer protection laws.
- Any variation to this refund policy will be at the discretion of UNSWG.
- Fees paid, other than the enrolment fee are subject to the refund conditions of the providers of the UNSWG services, as specified below.

## Provider default

The student is entitled to a full refund of tuition fees and other fees if:

- (a) the course does not start on the agreed starting day; or
- (b) the course ceases to be provided at any time after it starts but before it is completed; or
- (c) the course is not provided in full to the student because a sanction has been imposed on the registered provider.

In the unlikely event UNSWG cancels a course, the student will be entitled to a full refund of the tuition fees, the enrolment fee and any other fees paid by the student.

## Student default

The student is not entitled to any refund of tuition or other fees in case of student default.

Student default occurs in one or more of the following circumstances:

- (a) the student fails to pay an amount he or she is liable to pay UNSWG, directly or indirectly, in order to undertake the course;
- (b) the student breaches a condition of their student visa; or
- (c) the student misbehaves and is refused tuition due to that misbehaviour.

## Withdrawal and Refund Policy – UNSW Foundation Studies

- If the student cancels his or her course by written notice more than 28 days before the course commencement date, (for reasons other than his or her visa application was rejected), the student will receive a refund of the tuition fees paid, plus any airport pick-up fee paid and any homestay placement fee paid if this service has not yet been provided, less an administration fee of \$1000. Confirmation of Approval of Appropriate Welfare Arrangements (CAAW) fees paid by students under 18 years of age will also be refunded if this service has not yet been provided.

The Airport pick-up fee is non-refundable if the student does not use the service and fails to notify UNSWG a minimum of two (2) working days before his or her arrival, of either a flight arrival change or cancellation.

- If the student cancels his or her course less than 28 days before the course commencement date of the course, and before completion of week four (4) of that course, the student will receive a refund of the tuition fees paid, plus any airport pick-up fee paid and any homestay placement fee paid if this service has not yet been provided, less an administration fee of \$2000. The CAAW fee paid by a student under 18 years of age is non-refundable. The monitoring fees for a student under 18 years of age will be refunded for the weeks of service not provided. The Airport pick-up fee is non-refundable if the student does not use the service and fails to notify UNSWG a minimum of two (2) working days before his or her arrival, of either a flight arrival change or cancellation.
- If the student withdraws from his or her course after week four (4) of Semester 1 but before week four (4) of Semester 2 he or she will receive a refund of their Semester 2 tuition fees paid, plus any airport pick-up fee paid and any homestay placement fee paid if this service has not yet been provided, less \$2000 administration fee. The CAAW fee for a student under 18 years of age is non-refundable. The monitoring fees for a student under 18 years of age will be refunded for the weeks of service not provided. The Airport pick-up fee is non-refundable if the student does not use the service and fails to notify UNSWG a minimum of two (2) working days before his or her arrival, of either a flight arrival change or cancellation.
- If the student withdraws from his or her course after completion of week four (4) of Semester 2 of the UNSW Foundation Studies program he or she will not receive any refund of the tuition fees or any airport pick-up fee, homestay placement fee or CAAW and monitoring fees for a student under 18 years of age.
- If the student defers the commencement of the course or temporarily suspends his or her studies and then subsequently withdraws from the course he or she will be liable to the refund policy from the date of the application for deferment or suspension.
- A full refund of the fees paid for the UNSW Foundation Studies program will be made if the student withdraws from the program prior to commencement because he or she did not meet the English language requirements (documentary proof is required).
- A full refund of fees paid for the UNSW Foundation Studies program will be made if there are no places left in the program for which the student has applied and the student chooses to withdraw.

## Withdrawal and Refund Policy – UNSW Institute of Languages

- If the student cancels his or her enrolment by written notice more than 28 days before the term commencement date, he or she will receive a refund of 75% of the unused portion of the tuition fees paid. Once a student has commenced a term, no refund will be given for that term. The homestay placement fee and/or airport pick-up fee will be refunded if the service has not been provided. Once the homestay placement has been provided the placement fee is non-refundable. The following homestay fees apply for cancelled bookings prior to arrival. Cancellation without notice – four (4) weeks of homestay fees. More than three (3) days but less than two (2) weeks notice – two (2) weeks of homestay fees. The Airport pick-up fee is non-refundable if the student does not use the service and fail to notify UNSWG a minimum of two (2) working days before their arrival, of either a flight arrival change or cancellation.
- If the student cancels his or her enrolment by written notice less than 28 days before the term commencement, the tuition fees for that term will not be refunded. He or she will receive a refund of 75% of the tuition fees paid for remaining terms (provided written notice of such termination is received more than 28 days before the term commences). The homestay placement fee and/or airport pick-up fee will be refunded if the service has not been provided. Once the homestay placement has been provided the placement fee is non-refundable. The following homestay fees apply for cancelled bookings prior to arrival. Cancellation without notice – four (4) weeks of homestay fees. More than three (3) days but less than two (2) weeks notice – two (2) weeks of homestay fees. The Airport pick-up fee is non-refundable if the student does not use the service and fails to notify UNSWG a minimum of two (2) working days before his or her arrival, of either a flight arrival change or cancellation.
- If the student temporarily suspends his or her studies for a term less than 28 days before the term commencement date and then subsequently cancels his or her course, the tuition fees for that term will not be refunded.
- If the student cancels his or her enrolment after commencing a 10 week University English Entry Course (UEEC) or Pre-Foundation Year English course (PFY) he or she will not be refunded the fees paid for that course. Once the homestay placement has been provided the placement fee is non-refundable. The following homestay fees apply for cancelled bookings prior to arrival. Cancellation without notice – four (4) weeks of homestay fees. More than three (3) days but less than two (2) weeks notice – two (2) weeks of homestay fees. The Airport pick-up fee is non-refundable if the student does not use the service and fails to notify UNSWG a minimum of two (2) working days before his or her arrival, of either a flight arrival change or cancellation.
- If the student transfers his or her enrolment to UNSW Foundation Studies after successfully completing the UNSW Institute of Languages Pre-Foundation Year English course (PFY) earlier than expected, the unused portion of the tuition fees can be transferred to UNSW Foundation Studies with no penalty. If the student does not wish to transfer the unused portion of the tuition fees to UNSW Foundation studies, the student will receive a refund of 75% of the unused portion of the tuition fees paid.

# Conditions of Enrolment continued

If the student successfully passes the University English Entry Course (UEEC) and gains entry to the UNSW course earlier than expected he or she will receive a refund of 75% of the unused portion of the tuition fees paid.

## Complaints and Appeals Policy

- In the event of a dispute between an individual student and UNSWG relating to the code of conduct, attendance, quality of service or teaching, or the payment or refund of fees, procedures to facilitate the resolution of the dispute are outlined in the relevant UNSW Foundation Studies or UNSW Institute of Languages Student Handbook.
- UNSWG's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies. For details refer to the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (the National Code 2007).

## Privacy Policy

- The UNSWG Privacy Policy has been developed to provide a clear and concise statement of how and when students' personal information is collected, stored and distributed by UNSWG. The Policy is available from the UNSW Foundation Studies or UNSW Institute of Languages website. The student can access personal information held by UNSWG, in accordance with the Commonwealth Privacy Act 1988.
- The student agrees to authorise UNSWG to communicate to the Education Representative, parents, guardians or scholarship sponsors, information in relation to enrolment, participation and progress in the program, including information regarding academic results, attendance and personal issues that may affect the well-being of the student.

## Personal Information Collected

- Information is collected on the Application Form and during the student's enrolment in order to meet UNSWG's obligations under the ESOS Act and the National Code 2007; to ensure student's compliance with the conditions of his or her visa and obligations under Australian immigration laws generally, including using the information to access the Visa Entitlement Verification Online (VEVO) database which is provided by the Commonwealth of Australia, represented by the Department of Immigration and Citizenship. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about the student on the Application Form and during the enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected can be disclosed without the student's consent where authorised or required by law.
- Personal information may be shared with other sections of UNSWG, The University of New South Wales (UNSW) and, for placement purposes, with other education institutions. UNSWG undertakes not to sell, rent or trade personal information, and will not disclose information about a student unless:
  - the disclosure is required by law;
  - the disclosure is authorised by law;
  - consent has been given to UNSWG disclosing the information about a student through the acceptance of the terms and conditions of the program for which a student has applied; or
  - the disclosure is requested by Commonwealth or State agencies.

Further information about UNSWG's Privacy Policy, including a review of possible breaches to any aspect of the policy, can be obtained by contacting the UNSW Global Privacy Officer by:

- giseemail at [privacy@unswglobal.unsw.edu.au](mailto:privacy@unswglobal.unsw.edu.au)
- telephone (61 2) 9385 3166
- writing to the address: The Privacy Officer  
UNSW Global Pty Limited  
PO Box 6666  
UNSW SYDNEY NSW 1466

## Notification of change of address

An international student on a student visa is required to notify UNSWG of his or her residential address in Australia within seven (7) days of arriving in Australia. An international student must also notify UNSWG of any change in his or her residential address within seven (7) days of the change.

## Care Arrangements for International Students under 18 years of age

The Australian Government Department of Immigration and Citizenship (DIAC) has established special requirements relating to the care of international students under the age of 18. DIAC specifies that these students must either reside in Australia with a parent or close relative over the age of 21 who is of good character and has been approved by DIAC as their guardian, or in suitable accommodation that has been approved by the education provider.

If a student under 18 years of age cannot nominate a guardian who is acceptable to DIAC, UNSWG can sign the Confirmation of Appropriate Accommodation and Welfare (CAAW) form required for student visa processing, provided the student satisfies UNSWG's minimum age policy and adheres to the conditions of the CAAW. The CAAW form confirms to DIAC that appropriate arrangements have been made for the student's accommodation, support and general welfare.

UNSWG's Welfare and Accommodation staff will assist students under the age of 18 to arrange suitable accommodation and will meet with them regularly to discuss any concerns about accommodation, academic progress and any other personal issues that may affect their well being. If this service is required, the student must obtain and complete the appropriate CAAW form during the application process. Please note that this service requires UNSWG to carry out extensive preliminary checks before issuing the CAAW and to monitor the student's care arrangements throughout the course. An additional fee is therefore charged.

## Eligibility for UNSW Foundation Studies

To enrol in UNSW Foundation Studies students must be 16 years of age at commencement and must satisfy certain academic and English language requirements.

## Variations of these Conditions of Enrolment

UNSWG reserves the right to vary these Conditions of Enrolment at any time. The information is correct as at September 2009.

UNSW Foundation Studies and UNSW Institute of Languages are education groups of UNSW Global Pty Limited, a not-for-profit provider of education, training and consulting services and a wholly owned enterprise of the University of New South Wales.

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