



## CONDITIONS OF ENROLMENT

By signing the Acceptance Agreement the student (or the parent/guardian on behalf of a student who is under 18 years of age) agrees to adhere to these Conditions of Enrolment. In return, UNSW Global Pty Limited (UNSW Global), represented by its educational groups UNSW Foundation Studies and UNSW Institute of Languages, agrees to deliver the relevant course(s) of education or training to the student at UNSW Global's locations in Sydney, Australia.

### 1 Definitions

In these Conditions of Enrolment, unless the context otherwise requires:

**Acceptance Agreement** means the Acceptance Agreement included in the Letter of Offer to a student by which the student accepts the offer of admission to a Course at UNSW Global.

**Administration Fee** means a fee charged by UNSW Global in the amount set out on the Foundation Studies website [www.ufs.unsw.edu.au/academic-programs/dates-and-fees](http://www.ufs.unsw.edu.au/academic-programs/dates-and-fees) and the English Language Programs website <https://www.languages.unsw.edu.au/international-students/non-tuition-fees.asp> which may be updated from time to time.

**Commencement** means the date on which a student is due to start their Course, as set out in their Confirmation of Enrolment (CoE) or as previously agreed by the provider and student.

**Course** means a course of education and training at UNSW Global and covers the period of a student's enrolment as set out in each CoE.

**DIBP** means the Australian Government's Department of Immigration and Border Protection.

**Enrolment Fee** means a fee charged by UNSW Global in the amount set out on the Foundation Studies website [www.ufs.unsw.edu.au/academic-programs/dates-and-fees](http://www.ufs.unsw.edu.au/academic-programs/dates-and-fees) and the English Language Programs website <https://www.languages.unsw.edu.au/international-students/non-tuition-fees.asp> which may be updated from time to time.

**Education representative** means an agent whom UNSW Global engages as its representative to recruit prospective students for enrolment and study at UNSW Global.

**ESOS Act** means the Education Services for Overseas Students Act 2000 (Cth).

**FEEC** means the Foundation English Entry Course at the UNSW Institute of Languages

**IELTS** means The International English Language Testing System.

**Letter of Offer** means a letter to the student offering the student a place in a Course or Courses at UNSW Global.

**National Code 2007** means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 which is made under s.33(1) of the ESOS Act.

**Packaged Offer** means where more than one Course, delivered by UNSW Global or the University of NSW, is covered by the same student visa.

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable. Examples include a person's name, date of birth and email address.

**Provider Default** has the meaning given in section 46A of the ESOS Act and paragraph 6.1 of these Conditions of Enrolment.

**Student Default** has the meaning given in section 47A of the ESOS Act and paragraph 6.2 of these Conditions of Enrolment.

**Transfer** means changing a student's enrolment from one Course to another within UNSW Global, and includes repeating the same Course in a different semester or term

**.TOEFL** means Test of English as a Foreign Language.

**TPS** means the Australian Government's Tuition Protection Service.

**TWE** means Test of Written English

**UNSW** means UNSW Australia (ABN 57 195 873 179)

**VEVO** means the DIBP's Visa Entitlement Verification Online database which is provided by the Commonwealth of Australia, represented by DIBP.

**Withdrawal** means the termination of a student's enrolment(s) with UNSW Global.

## **2 Enrolment Requirements**

- 2.1 To enrol in a UNSW Foundation Studies Course students must be 16 years of age at commencement and must satisfy certain academic and English language requirements.
- 2.2 To enrol in a UNSW Institute of Languages Course, students must be 17 years of age at commencement, except for those students preparing to enrol in the UNSW Foundation Studies Course. Such students will be accepted into the Essential English and/or FEEC Course(s) at the UNSW Institute of Languages at UNSW Global at the age of 16 year, if they are 16 years old on the date of commencement.
- 2.3 The student agrees to pay UNSW Global the applicable fee(s), as stated in the Letter of Offer.
- 2.4 The student will not be permitted to commence his or her Course until all conditions for entry have been met and all applicable fees and charges have been paid.
- 2.5 Placement into English language Courses is subject to assessment of the student's English language proficiency.
- 2.6 Students' IELTS, TOEFL or other test results determined by UNSW Global to be acceptable, must have been undertaken no more than 12 months prior to the commencement of the program at UNSW Global.
- 2.7 A TOEFL score is not acceptable without the TWE for paper-based and computer-based tests or 'Writing' for the internet-based test.
- 2.8 Placement into certain Foundation Studies streams are subject to students having met the pre-requisites for prior study. For example, students wishing to undertake a Science stream must provide evidence of a higher mathematical ability. Please refer to the Foundation Studies website under 'Academic Programs' for full details of such pre-requisites.
- 2.9 If a student enrolling in a UNSW Foundation Studies Course has been given an offer based on their Year 11, semester 1 (forecast) results, the student must provide evidence of having completed their Year 11 studies before Course commencement. Failure to provide evidence of Year 11 completion could result in cancellation of enrolment.
- 2.10 The student agrees to abide by the rules and regulations set out in UNSW Global's Student Handbook and UNSW Global's policies and procedures. The Student Handbook (a copy of which is also provided upon enrolment) and UNSW Global's policies and procedures are available via UNSW Global's website - please refer to paragraph 12 for more details.
- 2.11 Students who have breached any of their visa conditions or any other rules and regulations set out in UNSW Global's policies and procedures may not be accepted for enrolment or re-enrolment in UNSW Global courses. UNSW Global reserves the right to reject applications to enrol any such students.

## **3 Satisfactory Attendance and Course Progress**

- 3.1 The student agrees to attend all classes unless prevented by a legitimate reason, for example, illness, in which case a valid doctor's certificate must be presented.
- 3.2 DIBP requires individuals on student visas to attend 80% or more of their classes and to achieve satisfactory Course progress. These are conditions of a student's visa. UNSW Global is required to report students to DIBP if they breach any of their student visa conditions.

#### 4 Notification of change of address

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

#### 5 Refunds and Fees

- 5.1 For the full details of how UNSW Global deals with refunds and fees, please refer to UNSW Global's Refund and Fees Policy. Students are strongly encouraged to read the full Refund and Fees Policy which can be found on UNSW Global's website: please refer to paragraph 12 for more details.
- 5.2 For information on how refunds of tuition fees will be calculated in the event of provider default or visa refusal, please refer to paragraph 6.3 below. For the purpose of this Policy, a repeat is considered a Transfer.
- 5.3 Where students temporarily suspend or defer their studies and then subsequently withdraw from their Course, their refund will be calculated by reference to the date of their application for suspension or deferral.
- 5.4 Students cannot receive a refund that is greater than the amount they have paid to UNSW Global
- 5.5 All Enrolment and Administration Fees are non-refundable.
- 5.6 For courses with a duration exceeding 25 weeks, fees are due to be paid in two (2) instalments. Where a student chooses to pay the second (2nd) instalment in full for a single course in advance, and the student withdraws before the date that the second instalment would have been payable as specified in the offer letter, the second instalment will be refunded in full.
- 5.7 For the avoidance of doubt, where Student Default occurs in relation to one Course in a Packaged Offer, refunds for all Courses (including for subsequent Courses with UNSW Global) will be calculated in accordance with paragraph 5.8 and/or paragraph 5.9.
- 5.8 For Foundation Studies students (including Extended Foundation), refunds will be calculated on a term basis in accordance with the table below.

	Foundation Studies Programs (including Extended Foundation)		
	Timeframe	Refunds for Student Defaults (including Withdrawals)	Refunds for Transfers
Before commencement of relevant Term Period	more than 28 days	75% of the tuition fees for the relevant Term, minus Administration Fee	100% of the tuition fees for the relevant Term, minus Administration Fee
	28 days or less	50% of the tuition fees for the relevant Term, minus Administration Fee	90% of the tuition fees for the relevant Term, minus Administration Fee
After commencement of relevant Term Period	up to 28 days	25% of the tuition fees for the relevant Term, minus Administration Fee	75% of the tuition fees for the relevant Term, minus Administration Fee
	more than 28 days	No refund	No refund

5.9 For English language students, refunds will be calculated for their entire Course in accordance with the table below.

	English Language Programs			
	Timeframe	Refunds for Student Defaults (including Withdrawals)	Refunds for Transfers	Refunds for Changes (shorten Course)
Before commencement of your Course	more than 28 days	75% of the tuition fees for your Course, minus Administration Fee	100% of the tuition fees for your Course, minus Administration Fee	75% of the tuition fees for the cancelled weeks/terms, minus Administration Fee
	28 days or less	No refund	90% of the tuition fees for your Course, minus Administration Fee	No refund
After commencement of your Course	from day 1 to the last day of your Course	No refund	No refund	No refund

## 6 Provider and Student Default

6.1 Under section 46A of the **ESOS Act** a registered “Provider Default” occurs if:

- the provider fails to start providing the Course to the student at the location on the agreed starting day; or
- after the Course starts but before it is completed, it ceases to be provided to the student at the location; and
- the student has not withdrawn from the Course before the default day.

6.2 Under section 47A of the **ESOS Act** a “Student Default” occurs if:

- the student does not start their Course on the agreed start day (and the student has not previously withdrawn);
- the student withdraws from their Course (either before or after the agreed start day);
- the student fails to pay an amount he or she is liable to pay UNSW Global, directly or indirectly, in order to undertake a Course;
- the student breached a condition of his or her student visa; or
- Misbehaviour by the student.

6.3 In the event of Provider Default or visa refusal, UNSW Global will provide a refund as set out in the table below or offer enrolment in an alternative Course provided by UNSW Global at no additional cost to the student.

Provider Default and Visa Refusal	
In the case of Provider Default	Refund 100% of the tuition fees paid
In the case of Visa refusal (proof required)	Refund 100% of the tuition fees paid

## **7 How to apply for a refund**

When requesting a refund a student must:

- 7.1 Submit their request in writing to the UNSW Global Student Services Centre or the Admissions and Enrolments Team by filling out a Refund Request form which is available at the UNSW Global Student Services Centre, together with any requested documentation, and emailing it to: [admissions@unswglobal.unsw.edu.au](mailto:admissions@unswglobal.unsw.edu.au);
- 7.2 Notify the UNSW Global Admissions and Enrolments Team in writing within 28 days of being notified that their application for a visa has been rejected; and
- 7.3 Include the details, together with supporting evidence, of any compelling and compassionate circumstances relevant to their request.

## **8 Complaints and Appeals**

- 8.1 In the event of a complaint, appeal or a dispute between a student and UNSW Global the processes set out in UNSW Global's Complaints and Appeals Policy will apply, a copy of which can be found on UNSW Global's website: please refer to paragraph 12 for more details.
- 8.2 Complaints can be made in relation to academic decisions and matters, a person's behaviour or administrative matters. Examples include: complaints relating to the code of conduct, attendance, quality of teaching and the refund of fees.
- 8.3 UNSW Global's Complaints and Appeals Policy and the processes set out therein do not prevent a student from pursuing other legal remedies, including under Australia's consumer protection laws.

## **9 Deferral and Suspension Policy**

- 9.1 Student must formally advise UNSW Global if they are unable to commence their Course. Under Standard 13 of the National Code 2007, a deferment to commencement of studies can only be granted in accordance with UNSW Global's Deferral, Suspension and Cancellation Policy.
- 9.2 For more information, please refer to UNSW Global's Deferral, Suspension and Withdrawal Policy which can be found UNSW Global's website: please refer to paragraph 12 for more details.

## **10 Under 18 Students**

- 10.1 Under the ESOS Act, there are special requirements relating to the care of students that are under the age of 18 who are studying in Australia under a student visa.
- 10.2 All under 18 students must reside with a parent or guardian or other suitable person approved by the DIBP or reside in accommodation approved by their education provider.
- 10.3 All under 18 students agree to abide by UNSW Global's Under 18 Student Policy, which can be found UNSW Global's website: please refer to paragraph 12 for more details.

## **11 Privacy Policy and Personal Information**

- 11.1 UNSW Global's Privacy Policy sets out how and when a students' Personal Information is collected, stored, disclosed and used by UNSW Global. The Privacy Policy can be found on UNSW Global's website: please refer to paragraph 12 for more details.
- 11.2 Students can access their Personal Information, held by UNSW Global, in accordance with the Privacy Act 1988 (Cth). More information on how to access and correct Personal Information can be found in the Privacy Policy.
- 11.3 By signing the Acceptance Agreement, each student authorises UNSW Global to communicate with their nominated Education Representative, parents, guardians, scholarship or other sponsors, and to UNSW, information in relation to the student's enrolment, participation and progress in their Course, including information regarding academic results, attendance and personal issues that may affect the well-being of the student.

- 11.4 The information collected from students by UNSW Global in the Application Form, during the enrolment process and during their studies is required to meet UNSW Global's obligations under the ESOS Act and the National Code 2007. This information may be used by UNSW Global to:
- (a) ensure that the student is complying with the conditions of their visa and obligations under Australian immigration laws generally;
  - (b) access the VEVO database; and
  - (c) respond to queries from (and provide information to) the Australian Government and designated authorities and, if relevant, the TPS and the ESOS Assurance Fund Manager.
- 11.5 Personal Information of students may be shared within different units of UNSW Global and may be disclosed to the UNSW and with other education institutions where required (for example, where a student is seeking to transfer to another provider). By signing the Acceptance Agreement, student consent to this disclosure of their Personal Information.
- 11.6 In some circumstances Personal Information collected from students can be disclosed without the student's consent where authorised or required by law.

## **12 Where to find UNSW Global's Policies, Procedures**

- 12.1 All UNSW Global Policies, Procedures and the Conditions of Enrolment can be found under the link entitled 'ESOS' at [www.unswglobal.unsw.edu.au](http://www.unswglobal.unsw.edu.au).
- 12.2 All Policies, Procedures, Conditions of Enrolment for Foundation Studies students can be found at the link entitled 'ESOS' at [www.ufs.unsw.edu.au](http://www.ufs.unsw.edu.au).
- 12.3 All Policies, Procedures, Conditions of Enrolment for UNSW Institute of Languages students can be found at the link entitled 'ESOS' at [www.languages.unsw.edu.au](http://www.languages.unsw.edu.au).

## **13 Courses at UNSW**

- 13.1 On successful completion of your UNSW Institute of Languages and/or UNSW Foundation Studies Courses, and subject to you obtaining the required grade, you will be accepted into your chosen University of UNSW (**UNSW**) degree program. Please note that the availability of Undergraduate and Postgraduate Programs at UNSW may be subject to change closer to the commencement date. Please contact UNSW if you have any inquiry in relation to your UNSW degree program.

## **14 Variations of these Conditions of Enrolment**

- 14.1 UNSW Global reserves the right to vary these Conditions of Enrolment from time to time. A copy of the current Conditions of Enrolment will be made available on UNSW Global's website - please refer to paragraph 12 for more details.