

## The University of Sydney Preparation Programs

### Student Enrolment Terms and Conditions

The following Student Enrolment Terms and Conditions apply to all University of Sydney (University) CRICOS registered courses delivered by Navitas Australia Pty Limited (formerly named Study Group Australia Pty Limited) trading as Taylors College Sydney (Taylors College). Taylors College currently delivers the University of Sydney Foundation Program ('USFP') and the High Achievers Preparation Program ('HAPP') courses, collectively known as University of Sydney Preparation Programs ('USPP courses').

You may only enrol for a USPP course if you are an international student. International students who are granted permanent residency after accepting a place in a USPP course may complete a USPP course, but cannot be guaranteed entry to the University of Sydney under the conditions set down for international students.

Please note that these Terms and Conditions assume that you are an international student. If you hold dual nationality, one being Australian or New Zealand, you will NOT be permitted to enrol at Taylors College as an international student and progress to the University with the status of an Australian student. You are considered to be an international student if you, (whether physically located within or outside Australia) hold or need a visa with rights to study in Australia, and who has the right to enrol at Taylors College.

Please ensure you read these Terms and Conditions carefully and understand them before signing your final acceptance of a place at Taylors College. These Terms and Conditions, along with any offer letter (**Letter of Offer**) received from Taylors College and the policies and procedures referred to below, form part of a wider agreement between you and Taylors College which will become legally binding once you return your fully signed Acceptance of Offer to Taylors College.

In accepting an offer of a place in a USPP 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 Taylors College.
2. You have read, understood and agree to be bound by the:
  - i) Letter of Offer;
  - ii) Student Enrolment Terms and Conditions;
  - iii) All student policies and procedures, including but not limited to the:
    - a. USPP Cancellation and Refunds Policy and Procedures;
    - b. USPP Student Complaints and Appeals Policy and Procedures;
    - c. the USPP Student Privacy Policy.

All student policies and procedures are available at <https://www.taylorssydney.edu.au/college-policies>

3. You understand and agree:
  - a. You must satisfy the conditions of the offer prior to course commencement, including the submission of any additional documentation required by Taylors College or the University. You understand that if you have not satisfied these conditions by the course commencement date you cannot commence the course and Taylors College or the University may cancel the offer.
  - b. You are responsible for obtaining a valid student visa (Visa) for the duration of your course study in Australia. You are also responsible for ensuring you continually meet all conditions of your Visa. The University is obliged to report to the Australian Government any of its international students studying on a Visa who breach the conditions of their Visa.
  - c. If you have a disability and will require adjustments to obtain equal access to learning opportunities and to fully participate in College life, you are requested to disclose this to Taylors College as part of the application process so that Taylors College is able to confirm it will be capable of providing any reasonable adjustments required in accordance with the USPP Student Disability Policy and Procedures.
  - d. You must ensure all fees associated with your enrolment are paid to Taylors College by the required due date in accordance with the payment terms. You acknowledge that the tuition fees are indicative until you accept your Unconditional Letter of Offer. You understand that payment for tuition and enrolment in subjects is a requirement of your ongoing enrolment at Taylors College. It may also be a visa condition (in the case of a sub-class 500 student visa). Failing to pay tuition and maintain your enrolment will result in the cancellation of an electronic Confirmation of Enrolment (eCoE) for student visa holders and a report will be made to the Department of Home Affairs (DHA) to confirm the cancellation of any enrolment. Information about current fee rates is published on the [Taylors College website](#).

- e. Taylors College agrees to provide tuition to you in all subjects of the course, conditional upon you successfully progressing through those subjects in accordance with instructions and provided all fees owing are paid on the due dates.
  - f. You must start at the date specified in your Letter of Offer as the Course Start Date, and you must have a written agreement with Taylors College to arrive at any other date, as failure to do so may result in your eCoE being cancelled.
  - g. You are responsible for ensuring that you re-enrol for each study period before the re-enrolment cut-off date advised to you by Taylors College. You can re-enrol by selecting subjects and paying the tuition fees for the next semester. Re-enrolment tuition fees are to be paid in full by the due date indicated in the Letter of Offer, which is usually two weeks prior to the commencement date of the study period. Unpaid tuition fees can lead to sanctions and may also be referred to a debt collection agency. Sanctions mean restrictions or penalties can be applied, including preventing you from re-enrolling, limiting your access to College services, preventing you from accessing your exam timetable, preventing you from accessing your results or certificates and cancelling your enrolment. Late re-enrolment or enrolment variation fees may apply. Further information about tuition and other course fees is published on the [Taylors College website](#).
4. You acknowledge:
- a. You have definite access to funds that cover your tuition and associated living costs. 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). You understand that, if you should experience any financial difficulties, you (or your sponsor) will continue to be responsible for your own living expenses and that you will not be able to seek fee assistance or other financial assistance from Taylors College.
  - b. 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 Taylors College. If the enrolment terminates due to a breach of a condition of enrolment, you understand and agree that you are not entitled to any pro-rata refund of the tuition fees or other charges paid.
  - c. That if you have a disability and do not disclose to Taylors College that you require adjustments until after you are admitted, Taylors College may cancel your enrolment if the adjustments required would impose unjustifiable hardship (defined under the *Disability Discrimination Act 1992*) on Navitas Australia or Taylors College. Refund entitlements are made as per the USPP Cancellation and Refund Policy and Procedures.
  - d. All lessons and any related material supplied by Taylors College are copyright and remain the intellectual property of the University of Sydney. Any unauthorised copying may constitute a breach of the *Copyright Act 1968*. You are not authorised to publish these notes on public websites and any notes in their original form or derived study notes also remain the intellectual property of the University of Sydney.
  - e. You are required to use your best endeavours to meet the requirements of the course and to abide by Taylors College's policies and procedures. If you breach any Taylors College policy or procedure, fail to pay an amount payable for a course, or if your behaviour is deemed unacceptable by Taylors College and/or you breach a condition of your Visa (including unsatisfactory attendance or course progress), this may result in Taylors College cancelling your enrolment. If your enrolment is cancelled and you are a student visa holder, you will be reported to DHA with the cancellation of your eCoE. For further details, refer to the USPP Deferment, Suspension, Withdrawal or Cancellation of Enrolment Policy and Procedures published on the Taylors College website.
  - f. That you will not receive a transcript or an attendance certificate, nor be permitted to graduate while you have outstanding tuition or non-tuition fees payable to Taylors College or in circumstances where you have an outstanding or undischarged complaint or misconduct proceedings against you.
  - g. You are expected to purchase textbooks and learning resources as part of your studies, you are responsible for your own books, equipment and personal items, and you hereby release Taylors College from all liability and claims for loss or damage to such items, howsoever caused.
  - h. You are required to carry your Taylors College identification at all times while on campus and via electronic forums (where applicable). You may be asked to provide evidence of your Taylors College identification and must do so in a reasonable time frame.
  - i. While in Australia and studying with Taylors College, it is a requirement of your student visa (where applicable) that you must notify Taylors College of your current residential address, mobile telephone number (if any), email address (if any) and who to contact in emergency situations, and any changes to those details within 7 days of the change.
  - j. You have read and understood the USPP Student Complaints and Appeals Policy and Procedures available on the Taylors College website at <https://www.taylorssydney.edu.au/college-policies>. In summary, the USPP Student Complaints and Appeals Policy and Procedures sets out the process for students to lodge a formal complaint or internal appeal, and for the determination of that complaint or internal appeal, including associated timeframes. You will be given an opportunity to formally present your case to the Taylors College appeal panel, and the panel will assess the complaint/internal appeal and make a determination in a fair and transparent manner. You will be given a written statement of the outcome of your complaint/internal appeal. If you are not successful in the internal appeal process, you have a right to access an external appeal process, and will be provided the contact details of the appropriate external appeal agency. Nothing in this document or any other policy and procedures removes your right to take action against Taylors College under Australia's consumer protection laws.
  - k. You have been informed about, or provided information on the following:

- i. the requirements for your 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;
  - v. 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;
  - vii. the grounds on which your 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 (under the age of 18) in accordance with Standard 5, National Code 2018; and
  - x. accommodation options, the local environment and minimum indicative costs of living in Sydney: see <https://www.studyinaustralia.gov.au/english/live-in-australia/living-costs>.
5. For student visa applicants, you declare you are a genuine temporary entrant to Australia for the primary purposes of studying the course in the Letter of 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).
    - 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. Information is available at: <https://www.deinternational.nsw.edu.au/study-options/fees>.
  7. You understand that you are responsible for keeping a copy of the Contract of Enrolment (Letter of Offer, Acceptance of Offer, terms and conditions, Cancellation and Refund Policy and Procedures and associated policies and procedures) and receipts of payments for tuition fees and non-tuition fees.
  8. You understand that by signing the Acceptance of Offer, the documents referred to in clause 7 will constitute a binding legal agreement between you and Taylors College, governed by the laws of the State and 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 [University of Sydney International Student Change of Provider Policy 2020](#)). 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 [Taylors College AEP International Student Transfer Policy and Procedure](#) published on the Taylors College website.
  10. You understand that the Offer is subject to the availability of a place at the time you return the fully signed Acceptance of Offer to Taylors College, with any stated conditions fully met and payment of all fees due.
  11. You understand that when you return the fully signed Acceptance of Offer to Taylors College Sydney Admissions, due to the passing of time, you may be further assessed in accordance with Genuine Temporary Entrant (GTE) conditions for the issuance of an eCoE (where applicable), and consequently, Taylors College may require further documentation to consider your GTE eligibility as per [Ministerial Directive 69](#). Should it be determined after any subsequent contact or supplied documentation that you do not meet the GTE requirements according to [Ministerial Directive 69](#), Taylors College reserves the right to revoke your offer.
  12. You understand that Taylors College Sydney Admissions reserves the right to not issue you an eCoE and/or refuse to accept payment if your fully signed Acceptance of Offer and payment of all due fees is received after the offered course has already commenced or if no places remain available in the offered course. Refunds are made subject to the USPP Cancellation and Refund Policy and Procedures.
  13. You understand the tuition fees quoted in the Letter of Offer are accurate at the time of issuing the Offer. Taylors College reserves the right to vary its non-tuition fees at any time without notice. Tuition fees are subject to increase following periodic review and adjustment (normally annually). The Taylors College schedule of fees is published on the Taylors College website. Taylors College will update the schedule of fees in accordance with any changes to the fees. As an enrolled student of Taylors College you will be liable for any increase in fees each year of your academic studies.
  14. 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.

15. The processes for pursuing complaints and appeals are set out in the USPP Student Complaints and Appeals Policy and Procedures.

### **Refund and Cancellation**

16. Your right to cancel your place and receive a full or partial refund is subject to the USPP Cancellation and Refund Policy and Procedures.
17. You have read the USPP Cancellation and Refund Policy and Procedures.
18. You can request a refund by submitting a Request for Refund Form, which is available at:
  - Taylors College Sydney – <https://www.taylorssydney.edu.au/college-policies>.

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

19. 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 College Director.
20. As noted in the USPP Student Privacy Policy, personal information is collected about students to meet Taylors College's obligations under Australian law. This means personal information can be disclosed by Taylors College to the Commonwealth Government including the Tuition Protection Service (TPS) and Services Australia, and to state and territory agencies (the 'Australian Government'). Personal information about the student may be disclosed by Taylors College or the Australian Government in accordance with the Privacy Act 1988. Examples of when this may happen include where the student has given written consent to the disclosure, where Taylors College or the University believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or of another person, where the disclosure is required or authorised by law or where the disclosure is reasonably necessary for the enforcement of a law.
21. Even though Taylors College may disclose enrolment information to Services Australia, students who are claiming or receiving a payment from Services Australia are still required to notify Services Australia of any change in circumstances that may affect their payment.

### **Privacy Policy**

22. You consent to Taylors College collecting, holding, using, and disclosing your personal information for the purposes of administering student and prospective student admissions, enrolment and education, and as set out in the USPP Student Privacy Policy (as amended from time to time). For further information, refer to the USPP Student Privacy Policy published on the College website.
23. The College will retain records of all written agreements as well as receipts of payments made by students under the written agreement in accordance with the USPP Records Management Policy and Procedures.

### **Tuition Protection**

24. Navitas Australia and Taylors College conform to the requirements of the Tuition Protection Service (TPS) established by the Australian Government for overseas students. This assures students of all USPP courses that should Taylors College 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.
25. The TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:
  - complete their studies in another course or with another education provider; or
  - receive a refund of their unspent tuition fees.
26. Further details about this service can be viewed online at <https://tps.gov.au>.

### **OSHC**

27. Overseas Student Health Cover (OSHC) is a basic health care arrangement, which helps cover the cost of medical treatment. It is a condition of your Visa (Condition 8501) that you are covered by OSHC for the duration of your Visa, so it is important to understand what assistance you are covered for. Allianz Global Assistance is the preferred health cover provider of Navitas; this arrangement, however, does not restrict you from obtaining OSHC from a recognised provider of your choice. Navitas receives a commission from Allianz Global Assistance based on a percentage of the premium paid for a policy for facilitating OSHC for international students. Further information



about alternative recognised providers for OSHC is available at: <https://www.studyinaustralia.gov.au/english/live-in-australia/insurance>.

28. If you choose to select a health insurance provider other than Allianz Global Assistance, you must show evidence to the DHA that you are covered by the other health insurance provider for your proposed Visa duration. OSHC must be arranged before a Visa can be issued. It is your responsibility to make sure that you have a current health cover policy until your 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

29. You are required to comply with the current Visa regulations during your enrolment at Taylors College. This includes Australian Government English Proficiency requirements (separate to any course English language admission requirements) for the issue of a 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>.

#### International students under 18 years of age

30. If you will be under 18 years of age when enrolling, you will need to provide your welfare arrangement information to the Taylors College Sydney Admissions team. The DHA requires international students under the age of 18 to have appropriate accommodation and welfare arrangements in place while studying in Australia on a student visa.
31. For student visa holders with a USPP packaged with a University of Sydney degree, accommodation, support and welfare arrangements must meet the requirements of the [University of Sydney Under 18 International Students Policy 2016](#) and the [University of Sydney Under 18 International Students Procedure 2016](#).
32. For student visa holders with a USPP packaged with a University of Sydney degree, a Confirmation of Appropriate Accommodation and Welfare (CAAW) letter must be issued by the University of Sydney that approves a student's welfare and accommodation arrangements while under 18 years of age and while enrolled in a USPP. For students with a USPP that is not packaged with a University of Sydney degree, the CAAW letter will be issued by Taylors College.
33. For students cared for by a nominated approved relative, the parent or legal guardian named in the Acceptance of Offer form must nominate a DHA approved relative to be your carer as noted in the Admissions welfare arrangement information. 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 USPP course.

#### Document Review

34. This document is reviewed a minimum of once every 2 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.
35. Records in association with this document will be kept in accordance with the USPP Records Management Policy and Procedures. Confidential documents related to the implementation of the policy will be maintained according to relevant privacy requirements.

#### Related Regulations

36. 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 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	USPP Enrolment Terms and Conditions		
Policy Owner(s)	Manager Compliance and Quality Assurance		
Approved by	College Director	Date Approved	20 July 2023
		Date Commencing	20 July 2023

#### 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

3 November 2021	V1.3 Minor administrative amendments to maintain business currency.	November 2022
15 December 2022	V1.4 Amendments to end supplementary measures introduced due to COVID-19	December 2023
01 July 2023	V2.0 Amended to address transitional arrangements due to the sale of Study Group Australia Pty Limited to Navitas Australia Pty Limited trading as Taylors College Sydney.	December 2023

<sup>i</sup> Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)

<sup>ii</sup> Navitas Australia Pty Limited (formerly named Study Group Australia) is a company incorporated in Western Australia, Australia (ACN 070919327) whose registered office is Level 8 Brookfield Place, 125 St Georges Terrace, Perth, WA 6000, Australia (Contact: +61 2 8303 9780)

<sup>iii</sup> Note: While people granted a 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 while studying. Please also be aware that the impact of fluctuating exchange rates may impact on your ability to meet expenses while studying.