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### Conditions of Offer

Please read before signing below:

1. **By accepting this offer**, you agree you have been informed about, or provided information on:
  - the details of the program of study you will undertake, including a general description of the content, the qualification that will be gained on completion (if applicable), the duration of the program, the teaching and assessment methods used, and the details and location of any other provider involved in delivering the course;
  - the requirements for admission into your course, including level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable;
  - the facilities, classroom equipment and learning resources that will be available to you;
  - the grounds on which your enrolment may be deferred, suspended or cancelled, and you accept any conditions on your enrolment set out in your Firm Offer of Admission;
  - the Education Services for Overseas Student (ESOS) framework;
  - details of all fees you will be required to pay (which you accept as set out in your Firm Offer of Admission and may be subject to change in accordance with University policy) and the University's refund policy (full details of which are **attached** to this acceptance – please retain for your reference); and
  - the local environment in which you will be studying, including location of the campus or campuses, accommodation options and approximate costs of living.
2. If you are accompanied by any school-aged dependants, you will be required to pay their full fees if they are enrolled in either a government or a non-government school.
3. You must provide the University with details of your Australian residential address and telephone number within 7 days of arrival in Australia or within 7 days of any change to these details whilst you are enrolled in the course.
4. Your enrolment at the University is subject to relevant Australian State and Federal legislation.
5. Unless as part of this offer acceptance process you have specifically declined any credit offered to you, you accept any course credit set out in your Firm Offer of Admission letter.
6. You are fully responsible for your educational and living expenses while studying at the University of Sydney.
7. You agree to comply with the University's rules of admission, enrolment and progression.
8. You agree to advise the University of any change to the information you have provided.
9. You have read the University's Privacy Policy (as detailed in the *Information Booklet: Offer and Acceptance*). The information collected on this form is needed by the University to process your application and so that the University can comply with its legal obligations. These obligations include requirements under the *Education Services for Overseas Students Act 2000 (and its associated National Code and Regulations)* (**ESOS Laws**) and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. This information can be provided, as permitted under the ESOS Laws, to the Australian Government and designated authorities (including the NSW Government) and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager, and in all other instances in accordance with the University's Privacy Policy.
10. You have read the attached Tuition Fee Refund policy for International Students (appendix 1)
11. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.
12. You agree that, by enrolling, you will be subject to the *University of Sydney (Intellectual Property) Rule 2002* as amended or replaced from time to time (**Intellectual Property Rule**). The current version of the Intellectual Property Rule is available at [http://www.usyd.edu.au/hr/policydev/Intellectual\\_Property\\_Rule.pdf](http://www.usyd.edu.au/hr/policydev/Intellectual_Property_Rule.pdf).
13. The University's full name is The University of Sydney, ABN 15 211 513 464, CRICOS Provider 00026A.
14. This Acceptance, together with the Firm Offer of Admission (together, the **Agreement**), constitute the entire agreement between you and the University on its subject matter, and are governed by the law in force in New South Wales. By accepting the offer of admission to the University of Sydney, you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia in relation to the Agreement.

#### Student Declaration:

I have read and accept the above conditions of this offer

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Guardian Declaration:

If the student will be under 18 years of age at the commencement of their course, this acceptance must also be signed by an authorized parent or guardian.

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to student: \_\_\_\_\_

**Please complete and forward this form to the International Office. Retain a copy of the completed form and the Refund Policy section for your records.**

# Appendix 1 Tuition fee refund – International Students

## Introduction

The University of Sydney's policy on the refund of tuition fees and other course money for international students has been developed in accordance with the Australian National Policy on Fee Refunds established by the Australian Vice-Chancellors' Committee, the Education Services for Overseas Students Act 2000 (ESOS Act 2000 as amended), Education Services for Overseas Student Regulations 2001 (ESOS Regulations 2001 as amended) and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (National Code). This policy applies only to all commencing and continuing international students, irrespective of who has paid the tuition fees. 'International students' are students enrolled as 'international students' at The University of Sydney.

Pursuant to the National Code, this agreement and the availability of complaints and appeals processes does not remove the right of the student to take action under Australia's Consumer Protection Laws.

## Refund of Fees

### 1. Refund of tuition fees: Partial or none

Except in accordance with paragraphs (2) and (3) below, the University of Sydney's policy on refunds to international students is as follows:

- a. If the University makes an offer on the basis of incorrect or incomplete information being supplied by the applicant/student, the offer will be withdrawn and any refund will be at the University's discretion;
- b. Where a student, after accepting an offer of a place, gives written notice **before commencement of the teaching period** of their inability to undertake the course, the tuition fees paid for the semester are refundable less an administrative fee of 10% of the tuition fee for one semester, as applicable;
- c. Where a student gives written notice **after the commencement of the teaching period, but before the relevant census date**, of an inability to commence the course, 50% of the tuition fees for that semester are refundable;
- d. Where the University refuses to provide, or continue providing, a course to the student because the student:
  - (i) has failed to pay an amount he or she was liable to pay the University, directly or indirectly, in order to undertake the course, the tuition fees paid for the semester are refundable less an administrative fee of 10% of the tuition fee for one semester, as applicable;
  - (ii) breached a condition of his or her student visa or misbehaved, if:
    - (A) **before the relevant census date**, the tuition fees paid for the semester are refundable less an administrative fee of 10% of the tuition fee for one semester;
    - (B) **after the relevant census date**, the student shall not be eligible for a refund.
- e. A student who withdraws or defers from a course for whatever reason after the census date, (Semester 1: 31 March and Semester 2: 31 August), shall not be eligible for a refund;
- f. A student who has his/her visa cancelled after the census date shall not be eligible for a refund, other than as required under applicable laws, including the ESOS Act. If a student is refused a student visa for the reasons set out in section 28(4) of the ESOS Act, then the provisions of the ESOS Act, and not this policy, apply regarding any refund.

### 2. Full or partial refund of tuition fees

2.1 Subject to paragraphs 1, 2.2 and 8 the University may, at its discretion, provide a full or partial refund where:

- a. an offer is withdrawn by the University;
- b. subject to clause 2.2, the University is unable to provide the course;
- c. a student was not able to meet a condition required for admission that was not part of any packaged admissions arrangements;
- d. a student has been excluded by the University, subject to clause 1, for failure to meet degree or diploma progression rules and where fees were paid in advance of notification of the exclusion;
- e. Australian Government authorities have refused to grant a student visa;
- f. illness or disability prevents the student from taking up the course;
- g. the death of a close family member of the student (parent, sibling, spouse or child) occurs, or
- h. other special or extenuating circumstances prevent a student from commencing a course.

2.2 In the unlikely event that the University is unable to provide the student's course in full in the circumstances set out in section 27(1) of the ESOS Act 2000, and the student has not withdrawn before the 'default day' (as defined in the ESOS Act 2000), the University must either, in its discretion, pay the student a full refund of the course money (subject to paragraph 8 below), or alternatively arrange for the student to be offered a place in an alternative course (only if accepted in writing by the student).

- 2.3 An application with supporting documentary evidence must be submitted for a refund under any of the provisions listed above.
- 2.4 A refund may be provided under this paragraph (2) up to the relevant census date; Semester 1, 31 March and Semester 2, 31 August (or in respect of non standard teaching periods, the first day of classes).
- 2.5 A partial refund may be granted under this paragraph, 2.1: (d)-(h), where some of the fee is retained to cover administration costs.

### **3. Deferral of studies**

Where a student, after accepting an offer of admission, applies for permission to defer their commencement to the next available intake and receives University approval, all tuition fees may be transferred to the next available intake. The "next available intake" may be the following semester, or the following year depending on the course. A place may be deferred for up to 12 months. If, after being approved to defer the commencement of their course, a student gives written notice that they do not intend to take up their place, paragraphs (1) and (2) of this policy apply.

### **4. Packaged students (refers to any two components treated as one 'package' for visa purposes)**

- a. A full or partial refund of what has been received from the English teaching institution will be made under the conditions detailed in 2.1 (a) - (h), 2.2 and 1(d) above.
- b. Where a student, having paid a course fee deposit in advance, gives notice in writing to the International Office of an inability to undertake the principal course prior to the commencement of semester, a refund will be paid of the balance (if any) of the deposit paid, after deducting 10% of the tuition fee payable for the semester.
- c. There may be other circumstances where a full or partial refund of the deposit may be considered, such as:
  - (i) There is a demonstrated mismatch between the course offered and the student's understanding of the course.
  - (ii) The student clearly cannot meet the English Language requirements of the University within a reasonable time frame. To claim a full refund in these circumstances, a student must present the result of an IELTS test taken not more than two months before the start of the semester of the full degree program indicated in his/her package.
  - (iii) Any other reason considered acceptable by the University.
- d. Where a student with packaged admission arrangements has failed to meet the English language requirements for admission to the University of Sydney and requests a 'release letter' the processing of the refund (if any) is as follows:
  - (i) If the student has received an offer to study at another tertiary institution, and provides a copy of a letter of admission for the new institution but has not paid the tuition fees to the new institution, the refund is forwarded to the new institution.
  - (ii) If the student has received an offer to study at another tertiary institution, provides a copy of a letter of admission, has paid the tuition fee to the new institution and provided a copy of the receipt, then the refund is forwarded to the student in Australia.
  - (iii) If the student is returning home the refund is forwarded to their overseas address.

### **5. Fee refunds related to international students who obtain permanent resident visa status prior to the census date of the semester of latest enrolment**

- a. An international student who is granted Permanent Resident Status in Australia will be liable to pay the full fees applying to domestic students as appropriate. Permanent Resident Status is established from the date stamped on the student's passport or a "Certificate of Evidence of Resident Status" from DIAC, not the date on which the application for status is made.
- b. If the student has already paid tuition fees applying to international students for a semester, a total refund of fees, less any agent fee incurred by the University in recruiting the student will be paid if the student has:
  - (i) obtained Permanent Resident status before the census date; and
  - (ii) made arrangements with the University i.e. student records have been amended, prior to a census date in accordance with the University's admissions policies.
- c. If the student obtains Permanent Residency Status or advises the University after the census date, the student will be classified as an international student for the remainder of that semester. From the following semester or term the student will be classified as a Permanent Resident.

### **6. Agreement**

When the University accepts an international student's application for admission it is intended that this policy on the refund of tuition fees will constitute a written agreement between the University and the international student for the purposes of the ESOS Act 2000 and National Code.

## **7. Payment of refunds**

- a. Students seeking a refund must apply in writing to the International Office using the *University Application for refund of tuition fees* form available from the International Office web site;
- b. The University must have cleared the fees in its bank account;
- c. All debts to the University must have been paid or any outstanding amounts will be deducted from the refund;
- d. The refund must be made to the same person or body from whom the payment was received on behalf of the student;
- e. Refunds will be reimbursed in the same currency as the fees were originally paid in and will normally be made in the student's home country. Exceptions include payment to another Australian educational institution, or a refund to a third party who paid the fees on behalf of the student;
- f. Refunds, when approved, will be paid to the student within 4 weeks after receipt of all relevant documentation, including a written claim from the student. In the case of provider default the refund will be paid within two weeks after the default day as defined in the ESOS Act 2000.

## **8. Overseas Health Cover**

Overseas Health Cover will be refunded by the University if the student is unable to complete the course in the circumstances described in this policy, if the University has not disbursed funds to the University's nominated Overseas Health Care provider. Subject to the ESOS Act 2000, if funds have been disbursed to the provider, the student will be responsible for contacting the provider directly to apply for their OSHC refund. Students must provide the Overseas Health Care provider with the following information when applying for a refund: full name, date of birth, membership number (provided to the student by the International Office), together with the reason for refund and evidence of transferring to another university, or the date of departure from Australia.

## **9. Refunds of excess payments**

If a student's enrolment results in an excess payment occurring, these payments will be refunded after the appropriate census date, as per 7f above.