

TAFE NSW INTERNATIONAL TERMS AND CONDITIONS

INTERNATIONAL

Your application to enrol as an international student will be assessed by TAFE NSW. An offer will be issued to you only if you meet admission requirements, including academic, English language and student visa requirements as assessed by TAFE NSW.

TAFE NSW defines a study period as the following:

- A standard Vocational semester consists of two terms, with a total of 18 teaching weeks.
- A standard Higher Education semester consists of two terms, with a total of 15 teaching weeks.
- English language courses are delivered in five-week sessions.

All fees in these terms and conditions are shown in Australian Dollars (AUD).

1 REVIEW OF TUITION FEES

TAFE NSW reserves the right to review its fees and charges. Fees are subject to annual review. If tuition fees are changed you will be required to pay the new fees from the commencement of the next semester. If you defer your course, you will be required to pay the fees applicable at your new commencement date.

Fee increases for students who have accepted an offer of enrolment, or who re-enrol in the same course or a new course within a package of courses will be limited to a maximum of 10 percent of the original fee.

2 VARIATION OF TUITION FEES

I. Vocational courses

If you are required to repeat units or to re-sit assessments during the standard duration of your course (as indicated by your e-Confirmation of enrolment), then additional fees may apply. The additional fees will be the same as those applicable to domestic students repeating units or re-sitting assessments.

If you extend the original duration of your course or are granted a variation to your study load due to recognition of prior learning, if the number of hours of study is less than 50 percent of a standard semester load, a pro-rata fee will apply. However, if the number of hours of study is equal to or more than 50 percent of a standard semester load, a full semester fee will apply.

II. Higher Education courses

If, in a semester, you are approved to enrol in less than a standard semester load, fees will be charged on a per-subject basis.

Such approvals will be given only where you obtain recognition of prior learning or are exempted from certain subjects in a semester or where your study load is reduced as part of an academic intervention strategy.

3 TAFE NSW VOCATIONAL, HIGHER EDUCATION AND PACKAGED PROGRAMS

I. Payment of fees

- New students must pay the registration fee, English language tuition fee (if applicable), Overseas Students Health Cover (OSHC) for the length of the visa, and the course tuition fees by the due date stated in the letter of offer. This must be paid prior to the start of the course.
- If a TAFE NSW Diploma is packaged with a Higher Education course then students will be required to pay a non-refundable course fee of \$4,500. This fee will be used towards the Higher Education component of their package.
- The following table shows the payment arrangements before commencement for new students for Vocational or Higher Education courses or packages of English language, Vocational and/or Higher Education courses.

STUDY OPTIONS	FIRST PAYMENT	DUE DATE	SECOND PAYMENT	DUE DATE
VET only	One semester* of VET tuition fees	As per statement of fees	Not applicable	Not applicable
COMBINED English language 25 weeks or less + VET	Full English language tuition fees + \$2,000 VET tuition fees (students studying less than 10 weeks of English must pay one semester of VET tuition fees)	As per statement of fees	Balance of semester's VET tuition fees if applicable	3 weeks before VET course commencement
COMBINED English language more than 25 weeks + VET	Maximum of 50 percent of the total English language tuition fees + \$2,000 VET tuition fees	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period
			Balance of semester's VET tuition fees	3 weeks before VET course commencement
COMBINED VET + TAFE NSW Higher Education	One semester* of VET tuition fees + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
COMBINED English language 25 weeks or less + VET + TAFE NSW Higher Education	Full English language tuition fees + \$2,000 VET tuition fees (students studying less than 10 weeks of English must pay one semester of VET tuition fee) + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of semester's VET tuition fees if applicable	3 weeks before VET course commencement
			Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
COMBINED English language more than 25 weeks + VET + TAFE NSW Higher Education	Maximum of 50 percent of the total English language tuition fees + \$2,000 VET tuition fees + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period
			Balance of semester's VET tuition fees	3 weeks before VET course commencement
			Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
TAFE NSW Higher Education only	One semester of Higher Education tuition fees	As per statement of fees	Not applicable	Not applicable
COMBINED English language 25 weeks or less + TAFE NSW Higher Education	Full English language tuition fees + \$4,500 non-refundable Higher Education tuition fees (students studying less than 10 weeks of English must pay one semester of Higher Education tuition fees)	As per statement of fees	Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
COMBINED English language more than 25 weeks + TAFE NSW Higher Education	Maximum of 50 percent of the total English language tuition fees + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period
			Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement

* 50 percent of tuition fees will be charged for courses less than 12 months duration and more than six months duration.

- Tuition fees for Higher Education or vocational and packaged programs are payable within four weeks of receipt of an offer to study at TAFE NSW. If you apply within four weeks of the course commencement date, the fees are payable within seven days of receipt of the offer letter.
- Continuing English language students (with offers of more than 25 weeks) must pay the balance of their tuition fee for their English language course of study by the due date on their additional fee statement (two weeks before the commencement of the next study period) or a late payment fee of \$200 will apply. Failure to pay the fees may lead to cancellation of enrolment. Academic results will be withheld when fees are outstanding.
- Continuing Higher Education and/or vocational course students must pay the tuition fee for their next study period by the due date on their fee statement (two weeks before the commencement of the next study period) or a late payment fee of \$200 will apply. Failure to pay the fees may lead to cancellation of enrolment. Academic results will be withheld when fees are outstanding.
- Continuing Higher Education and/or vocational course students under compassionate and compelling circumstances may apply to pay the tuition fee in instalments. If the request is approved then an instalment fee of \$200 will apply.

II. Change of course/location and fees

- Once an electronic Confirmation of Enrolment (eCoE) has been issued to you and you wish to change your course or location before or during the course period, an application to change course/location must be lodged with TAFE NSW. Approval of the application is not guaranteed.
- Where your change of location/course application is approved, and a higher tuition fee applies, you must pay the difference in these fees before you can be enrolled in the new course or at the new location.
- If a lower fee applies for the same/different location/course at the same/second location, you can either apply for a refund of the excess fee or the excess will be carried forward as a credit to next semester fee.

III. Refund policy for Higher Education or Vocational Course only or Higher Education or Vocational Course component of a packaged program

- This refund policy will apply only when TAFE NSW has issued you with an eCoE, regardless of whether you have or have not submitted your application for a student visa.
- There is no refund for days designated as Australian/NSW public holidays.
- Processing fee, application/registration fee, accommodation placement fee (including guardianship arrangement) and airport pick-up fee are not refundable.
- The tuition of \$4,500 paid towards the TAFE NSW Higher Education component of a package is non-refundable, except in the case of a visa refusal or withdrawal before commencement in the first course of the package.

Tuition fees paid are not refundable if:

- A student fails to comply with the conditions of enrolment at TAFE NSW.
- A student breaches any of the visa requirements of his or her visa as imposed by the Australian Government.
- A student requests a transfer to another provider prior to the completion of six months of their principal course in TAFE NSW and this request is not approved.
- A student withdraws from their vocational course on or after the commencement date of the course of study.
- A student withdraws from their higher education course after the relevant census date. Census dates are listed in the Higher Education calendar at: tafensw.edu.au/international/enrol/how-to-apply/academic-calendar
- A student/parent provides false or misleading information (unless a refund is applicable under the ESOS Act).

Part or whole of the tuition fees paid are refundable under the following circumstances:

- If your application for a visa to study in TAFE NSW is refused before commencing a course, then a deduction of \$300 or five percent of the semester fee paid, whichever is the lesser, will apply.
- If you commence a TAFE NSW course before your student visa application has been processed and it is subsequently rejected, a pro-rata refund of tuition fees paid will be made.
- TAFE NSW will refund 90 percent of the semester fee paid if you withdraw from your Higher Education and/or vocational course four weeks (28 days) or more before course semester commencement.
- TAFE NSW will refund 80 percent of the semester fee paid if you

withdraw from your Higher Education and/or vocational course within the final four weeks (28 days) before the course semester commencement.

- TAFE NSW will refund 75 percent of the semester fee paid for a vocational course where you:
 - Receive an offer for an undergraduate course which is not offered by TAFE NSW Higher Education in an Australian university immediately following the completion of the NSW Higher School Certificate; and
 - Withdraw from the course no later than 14 days after the start date to take up your place in a higher education degree course.
- TAFE NSW will refund pro-rata tuition of the semester fee paid from the date of becoming an Australian permanent resident, minus a \$300 processing fee if you have been granted permanent residency after your application and before or during a TAFE NSW course.
- TAFE NSW will refund pro-rata tuition of the semester fee paid from the date of becoming a temporary resident, minus a \$300 processing fee and minus any temporary resident tuition fees if you have been granted temporary residency after your application and before or during a TAFE NSW course.
- TAFE NSW will refund 50 percent of the semester fee paid for a Higher Education course if you withdraw from the course on or after the course commencement but before the relevant census date.
- TAFE NSW will refund 100 percent of semester fee paid of the Higher Education course, less the \$300 processing fee, if you become a permanent resident on or before the relevant census date. TAFE NSW will not refund any tuition fees paid of the Higher Education course if you become a permanent resident after the relevant census date.
- TAFE NSW will refund pro-rata semester fee paid of the Higher Education course from the date of becoming a temporary resident, minus a \$300 processing fee, if you have been granted temporary residency after your application and before or during a TAFE NSW course on or before the relevant census date. TAFE NSW will not refund any tuition fees paid of the Higher Education course if you become a temporary resident after the relevant census date.

IV. Refund Procedures

- You must complete a TAFE NSW Refund Application Form and attach all supporting documents. The Refund Application Form is available for download from tafensw.edu.au/international
- Your refund will be processed within four weeks of receipt of your completed refund application if all the required documents are provided. Should TAFE NSW withdraw a location/course the student has enrolled in, the refund will be processed within two weeks. A written statement will be provided to the student to explain how the refund is calculated.
- If you are returning home, TAFE NSW may access VEVO to confirm your location prior to processing the refund.

V. Deferrals

- In a package offer, if you do not reach the level of English specified in the letter of offer for the vocational/Higher Education course, you may defer commencement of your Higher Education and/or vocational course until the next available intake for that course. However, if you withdraw from that course, TAFE NSW will refund tuition fees paid for the vocational course minus a \$300 processing fee.
- If you obtain a deferral of the Higher Education and/or vocational component of your combined packaged course and fail to enrol on the deferred start date the following will apply:
 - If you requested a deferral four weeks (28 days) or more before the original course start date then 90 percent of the semester fee paid will be refunded.
 - If you requested a deferral within the final four weeks (28 days) before the original course start date then 80 percent of the semester fee paid will be refunded.
 - If you requested a deferral after the commencement of your original course you will not be eligible for a refund.
 - If you have not requested a deferral within two months of the start date of your course, tuition fees paid will be forfeited.
 - If there is an increase in course fees for the deferred start date you will be liable to pay the new semester tuition fees in order for the new eCoE to be issued.

VI. Suspensions

- If you obtain a suspension to your enrolment after the commencement of the semester, a pro-rata transfer of the remainder of the current semester's tuition fee may be granted. The fee transferred, if any, will be held towards tuition for the semester that you are returning to as an international student. You will be required to pay any balance prior to resuming the studies. If you decide not to recommence studies, or you recommence the course as a temporary or permanent resident, no refund of the fees transferred will be made.

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4 TRANSFERS

I. Transfer to a TAFE NSW Higher Education Course

TAFE NSW will transfer the tuition fees from your vocational course to a TAFE NSW Higher Education course if you withdraw from the vocational course and enrol in the TAFE NSW Higher Education course within 14 days after the semester commencement.

II. Transfer between TAFE NSW Higher Education for Higher Education or TAFE NSW for Vocational Courses

Once an eCoE has been issued to you, you must remain enrolled in the Higher Education or vocational course for at least one semester at the TAFE NSW location stated in your offer of enrolment. An application for a change of location before completion of one semester will be approved only in exceptional circumstances.

5 TAFE NSW ENGLISH LANGUAGE COURSE FEES AND REFUNDS

I. Payment of Fees

New students must pay the application fee, English language tuition fee (as applicable) and Overseas Students Health Cover (OSHC) for the length of the visa by the due date stated in the letter of offer. This must be paid prior to the start of the course.

STUDY OPTIONS	FIRST PAYMENT	DUE DATE	SECOND PAYMENT	DUE DATE
English language 25 weeks or less	Full English language tuition fee	As per statement of fees	Not applicable	Not applicable
English language more than 25 weeks*	Maximum of 50 percent of the total English language tuition fee	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period*

II. Transfer of Fees

- If you complete your English course at TAFE NSW earlier than expected then any remainder of your paid English tuition fees will be:
 - Transferred to the next TAFE NSW English course
 - Transferred to the next TAFE NSW Vocational/Higher Education course if no further English language course is available
 - Refunded to you if you do not have a package agreement
- If you are accepted into a TAFE NSW course before you complete your English course, we will transfer to that course the remainder of your paid fees as at the end of the English course session/term in which you are enrolled at the time of transfer. No fees will be transferred to other institutions or persons.

III. Refund Procedures

- All applications for refunds must be made in writing and must contain the eCoE form, receipt for course fees and certified copies of any supporting documentation. Applications for refund can be found on our website: tcfensw.edu.au/international
- No refund will be paid to a third party unless the student indicates the name, address and bank account details of the person to whom the refund should be paid. If these details are not provided, the refund will be sent to the student's address as indicated in Part 1 of the application form or the refund form.

IV. Refund Policy for TAFE NSW English Language Courses

- A \$100 processing fee applies to all refunds except when a student visa is refused.
- Course fee refunds are calculated from the date a written refund application is received only, on the following basis:
 - The English Language Centre will refund 100 percent of the English language course fee paid if your application for a visa to study in Australia is rejected.
 - The English Language Centre will refund 100 percent of the English language course fee paid if the course you have enrolled in is cancelled by TAFE NSW.
 - The English Language Centre will refund 90 percent of the English language course fee paid if you withdraw from the course four weeks (28 days) or more before the commencement date of the course of study.
 - The English Language Centre will refund 80 percent of the English language course fee paid if you withdraw within the final four weeks (28 days) before the commencement date of the course of study.
- There will be no course fee refund on or after the commencement date of the course of study.
- If you provide TAFE NSW with false or misleading information or documents, or breach your visa conditions, no refund will be made. For visa conditions please refer to: immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/see-your-visa-conditions
- There is no refund for days designated as Australian/NSW public holidays.
- The processing fee, application fee, accommodation placement fee (including guardianship arrangement) and airport pick-up fee are not refundable.

6 OVERSEAS STUDENTS HEALTH COVER (OSHC)

- All international students are required to pay the visa length OSHC for themselves and all dependent members of their family staying with them in Australia.
- If you are currently studying in Australia and wish to renew your membership with your provider by yourself, you must provide a copy of your health fund membership records showing your name, membership number, OSHC provider and start date/end date of policy. You should be aware of the benefits/coverage you purchase if you make your own arrangements.
- TAFE NSW receives a commission from the health insurance provider for processing your OSHC payment.

7 INFORMATION REGARDING A DISABILITY (SECTION 10 OF THE APPLICATION)

- If you have a disability, relevant information is requested to establish whether you require the provision of additional services or facilities not required by students who do not have a disability.
- After consideration of your requirements, if the provision of these services or facilities would impose 'unjustifiable hardship', for example, a very high cost on TAFE NSW, your enrolment may be refused or additional fees may apply. You will be advised in writing of our decision.
- The provision of additional services or facilities should not be seen as a guarantee of successful completion of a course. TAFE NSW reserves the right to terminate a student's enrolment if the provision of reasonable adjustment is unsuccessful and further provision of services or facilities is determined as unjustifiable hardship.

8 PROVIDER DEFAULT

- If TAFE NSW is unable to deliver the accepted course at the agreed location, you will be offered a refund of the unused portion of the pre-paid fees. The refund will be processed to you within two weeks from the day you are advised of the course cancellation. Alternatively, you may be offered enrolment in another course/location by TAFE NSW.
- If an alternative course/location is offered, you have the right to choose whether you would prefer a refund of the unused course fees paid or to accept the place in the new course/location. If you choose to accept the new course/location, TAFE NSW will ask you to sign the acceptance of offer for the new course/location. In this case, the obligations of TAFE NSW would be discharged.
- The Tuition Protection Service (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. For more information about TPS please refer to the following website: tps.gov.au

9 EXPECTATIONS OF TAFE NSW

TAFE NSW will:

- Provide the student with the same level of instruction and educational services as normally provided to other students enrolled at TAFE NSW.
- Provide an orientation program for the student.
- Monitor the welfare of the student and provide counselling and ongoing support while the student is enrolled at TAFE NSW.

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- Appoint one or more TAFE NSW staff members to act as the point of contact for students who have access to up-to-date details of TAFE NSW's support services for students.
- Pay commission to an agent registered with TAFE NSW who submits the student's application.
- Monitor, record and assess the course progress of each student for the course in which the student is enrolled, as per the requirements of the National Code. Please refer to the following website: internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/nationalcodepartd/Pages/ExplanatoryguideD10.aspx

10 EXPECTATIONS OF STUDENTS AND PARENTS

The student (and parent if the student is under 18 years of age) so far as relevant, will ensure the student complies with the following:

- Must keep a copy of the written agreement with TAFE NSW, and receipts of any payments of tuition fees or non-tuition fees.
- Must obtain a student visa and comply with student visa requirements.
- Must commence their enrolment on the date stated on the eCoE and if this is not possible, notify TAFE NSW in writing within 24 hours of the start date on the eCoE.
- Is subject to the requirements of the National Code and must comply with TAFE NSW enrolment conditions and requirements in respect of international students.
- For Vocational courses must meet TAFE NSW course requirements and meet the requirements of DE-DHA Course Progress Policy – refer to tafensw.edu.au/about/policies-procedures for the policy and procedures.
- For Higher Education courses must meet TAFE NSW course requirements and meet the requirements of TAFE NSW Higher Education Course Progress policy – refer to tafensw.edu.au/about/policies-procedures for policy and procedure.
- Must not engage in any activity that may endanger their safety or the safety of any other person.
- Must ensure requirements are met and maintained for accommodation and welfare arrangements for students under 18 years of age.
- Must pay the required fees when an offer of placement is accepted and fees owing before the commencement of each semester or any date agreed by TAFE NSW.
- Must notify TAFE NSW immediately if they wish to defer/suspend/withdraw from their course, or there are any changes to their visa status.
- Must update and/or notify TAFE NSW of their residential address, mobile phone number, email address and Emergency contact details within seven days of arrival and of any changes to these within seven days of any change.

11 DISCLAIMER

TAFE NSW does not represent or guarantee that the student will:

- be accepted for enrolment at a specific TAFE NSW location
- successfully complete studies undertaken
- gain entry into further tertiary studies.

TAFE NSW accepts no liability for any unexpected interruption in services through events such as staff strikes, electrical failure, floods and other similar events and which cause a cancellation of classes. Fee refunds will not be provided for classes missed due to such events.

12 COMPLAINTS PROCEDURE

- The complaints procedure contained in these terms and conditions of enrolment is available to a student in the event of a grievance in relation to a claimed refund. However, the 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.
- If the student has a complaint about the services provided by TAFE NSW, attempts should be made to resolve the problem with relevant staff before lodging a written complaint.
- Full details of the complaints and appeals procedure is available at tafensw.edu.au/about/complaints-feedback
- So far as possible relevant complaints will be handled upon the same basis as complaints from a student or parent ordinarily resident in NSW.

13 BREACH OF TERMS AND CONDITIONS

Any breach of terms and conditions may result in the termination of the student's enrolment and may affect the student's visa.

14 PRIVACY AND DISCLOSURE

- Personal information you supply and consent to being contacted about is to be used by TAFE NSW in connection with an application for a student to study in NSW. Provision of information is voluntary but, if not provided, the application may be hindered.
- TAFE NSW will not disclose personal information to outside parties, other than as provided in the application form, unless required by law, you consent or it is needed to prevent serious threat to a person's health or safety. You can access and correct your personal information by contacting TAFE NSW.
- TAFE NSW may disclose personal information to the Commonwealth including the TPS, or State or territory agencies, health insurance provider, University Education Partners, pursuant to obligations under the ESOS Act 2000 and the National Code of Practice 2018 and to any contractor(s) engaged by TAFE NSW to provide advice or services in connection with any aspect of TAFE NSW's international students program or operation.

15 STUDENT DECLARATION

(If you are under the age of 18 this declaration must also be signed by your parent or guardian)

- I/We declare that all information provided with this application form is correct and that I/we have read and understand and agree to be bound by the Terms and Conditions relating to this application
- I/We agree that I/we have read the course outline on the website: tafensw.edu.au/international and understand the content of the course, necessary pre-requisites, including English language requirements.
- I/We agree that in the event that false, inaccurate or misleading information is provided, TAFE NSW reserves the right to cancel the enrolment.
- I/We understand that the signed acceptance form, sent by TAFE NSW with an offer letter and fee invoice will constitute a written agreement between the student and TAFE NSW for the purpose of the ESOS Act 2000 and the National Code 2018.
- I/We agree to pay the applicable tuition fees set out on tafensw.edu.au/international prior to the commencement and subsequent semesters of the nominated studies. Additionally I/we agree to be jointly or severally liable to the debt arising from fees owing.
- I/We agree that when I/the student am/is accepted for enrolment in a TAFE NSW location, I/we must comply with and ensure that the student complies with the terms and conditions of enrolment and the TAFE NSW Student Discipline Policy.
- I/We understand and consent that personal information provided by the student to TAFE NSW may be made available to the Commonwealth including the TPS, or State or territory agencies, health insurance provider, University Education Partners, pursuant to obligations under the ESOS Act 2000 and the National Code of Practice 2018 and to any contractor(s) engaged by TAFE NSW to provide advice or services in connection with any aspect of TAFE NSW's international students program or operation.
- I/We give consent for TAFE NSW to obtain the student's Visa Entitlement Verification Online (VEVO) information from DHA for the purposes of verifying any information provided by me to TAFE NSW in connection with my application, enrolment, payment of fees and visa matters.
- I/We hereby consent to being contacted in connection with this application and any subsequent enrolment by text message, email or other electronic means and note that I/we may, at any time, opt out of being contacted by any such electronic means by contacting TAFE NSW and so advising.
- I/We agree that if there is any difference in meaning of provisions of the English version and any translated version of this form or the terms and conditions provided to me/us, the English version is to prevail.

Student Signature

Print Name

Date (DD/MM/YYYY)

Parent Signature

Print Name

Date (DD/MM/YYYY)