

1. General

- These Terms and Conditions apply to all international students who apply or are enrolled to study a CRICOS registered course at TAFE NSW on a student visa, and to all students studying an English language course.
- These Terms and Conditions form part of the written agreement between you and TAFE NSW required under the Education Services for Overseas Students Act 2000 (ESOS Act). Any letter offering you enrolment at TAFE NSW (Offer Letter) accepted by you, Statement of Fees and fee invoice will also form part of the written agreement between you and TAFE NSW.
- You must meet all of TAFE NSW's admission requirements in order to receive an Offer Letter or enrol at TAFE NSW, including all academic, English language and student visa requirements. Information regarding your course, including pre-requisites and requirements, is available at tafensw.edu.au/international.
- All fees and charges are in Australian Dollars (AUD).

2. Vocational and higher education courses and packaged program

2.1. Payment of fees

- The following payment schedule will apply for all new students

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*
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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> One semester* of VET tuition fees \$4,500 non-refundable Higher Education deposit 	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	<ul style="list-style-type: none"> 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 deposit 	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	<ul style="list-style-type: none"> Maximum of 50 percent of the total English language tuition fees \$2,000 VET tuition fees \$4,500 non-refundable Higher Education deposit 	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	<ul style="list-style-type: none"> Full English language tuition fees \$4,500 non-refundable Higher Education deposit (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	<ul style="list-style-type: none"> Maximum of 50 percent of the total English language tuition fees \$4,500 non-refundable Higher Education deposit 	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

*For courses between 6 to 12 months' in duration, 50 percent of the standard tuition fees will be payable.

- b. Fees are charged for each study period. A study period:
 - i. for an English language course (i.e. an ELICOS course) is the required number of weeks (20 hours/week) for the student to complete the course;
 - ii. for a vocational education and training (VET) course is defined as 1 semester (18 teaching weeks); and
 - iii. for a higher education course is defined as 1 semester (15 teaching weeks).
- c. Course tuition fees will be payable by the dates specified in your Offer Letter. You must also pay the registration fee (\$100) for vocational or higher education courses or an application fee (\$150) for English courses or packages, English language tuition fees (if applicable) and the Overseas Students Health Cover cost for the length of the visa by the due date stated in the Offer Letter and prior to the course commencement date.
- d. Additional fees and costs may be payable by you throughout the duration of your course. Further information can be found at tafensw.edu.au/international/enrol/fees.
- e. Continuing students enrolled in a second study period must pay the outstanding balance of their vocational, higher education or English language course tuition fees by the due dates on their fee statement. A failure to do so will result in a late payment fee of \$200.
- f. Continuing higher education and vocational course students may apply to have their tuition fees paid in instalments if compassionate and compelling circumstances apply. If this request is approved, then an instalment payment fee of \$200 per semester may apply.
- g. If you fail to pay any of the required fees and charges by their due dates, then TAFE NSW may decide (at its complete discretion) to cancel or suspend your enrolment or withhold your academic results until the fees or charges are paid.
- h. You acknowledge that the higher education deposit of \$4,500 will be credited towards the tuition fees for your higher education course.

2.2. Variations and additional fees

- a. TAFE NSW reserves the right to change any of its fees and charges, and all tuition fees are subject to annual review. If tuition fees change, or if you defer your course, you will be required to pay the new tuition fees from the start of the next enrolled study period.
- b. If you have accepted an offer of enrolment, or if you re-enrol in the same course or a new course within a package of courses, then any increases to your tuition fees will be limited to a maximum of 10 percent of the original fee.
- c. **For vocational courses:** additional fees apply for repeating units or re-sitting examinations during the standard duration of your course (as indicated within your electronic Confirmation of Enrolment, or 'eCoE'). Additionally:
 - i. if you extend the duration of your course and the number of study hours for the extended period is less than 50 percent of a standard semester load, then a pro-rated tuition fee will apply based on your enrolled semester load. Otherwise, if your number of study hours is equal to or greater than 50% of the standard semester load, then you will pay the full tuition fee.
 - ii. if you are granted course credits due to prior recognition of learning as a new student, then a pro-rated tuition fee will apply based on your enrolled study load.
- d. **For higher education courses:** if you are approved by TAFE NSW to enrol in less than a standard semester load, your fees will be charged on a per-subject basis. However, such approval will only be given if you have obtained course credits for prior recognition of learning or if your study load has been reduced as part of an

academic intervention strategy.

2.3. Course deferrals and suspensions

- a. If you are unable to meet the entry requirements and/or are unable to commence your course on the commencement date in the Offer Letter, you may defer your commencement until the next available intake. However:
 - i. if you successfully defer your Offer Letter and then fail to enrol on the deferred commencement date or otherwise withdraw from that course, then the refund policies in clauses 8 and 9 will apply, and the date that you requested the first deferral will be taken to be your date of withdrawal;
 - ii. you will be required to pay any new, increased tuition fees in order for a new eCoE to be issued.
- b. If you want to temporarily suspend your enrolment after the commencement of a study period, you must notify TAFE NSW immediately. A suspension from your studies may be approved by TAFE NSW if there are compelling or compassionate circumstances. These include serious illness or injury, bereavement of close family members, major political upheaval or natural disasters in your home country requiring emergency travel that impacts study, traumatic experiences, or a failure by TAFE NSW to offer you a prerequisite unit.

2.4. Withdrawals

- a. If you do not want to continue your enrolment in the next study period, you must notify TAFE NSW in writing prior to the start of the next study period. A failure to do so will result in fees being payable for the next study period.

2.5. Transferring to another provider

- a. If you wish to transfer to another educational provider within 6 months of commencing your principal course of study, you must apply to TAFE NSW for approval to do so. TAFE NSW may reject your transfer request. If you wish to transfer to another provider after this 6 month period, you must still notify TAFE NSW as soon as possible.
- b. Note: your 'principal course of study' is the highest level qualification covered by your student visa.

2.6. Change of course or course location

- a. If an eCoE has been issued to you, and you wish to change your course of study or course delivery location before or during your course period, then you must submit an application to change your course or location to TAFE NSW. TAFE NSW may approve or reject your application.
- b. If your application to change your course or location is approved and a higher tuition fee applies, you will be required to pay the difference in fees before you will be enrolled in the new course or at the new location.
- c. If your application to change your course or location is approved and a lower tuition fee applies, the excess balance will be carried forward as a credit towards the fees for the next study period. If this is not possible, the excess balance will be refunded.

3. Overseas Student Health Cover (OSHC)

- a. You must pay the visa-length OSHC costs for yourself and all of your dependent family members who stay with you in Australia.
- b. If you are currently studying in Australia and wish to renew your OSHC with your provider by yourself, you must provide TAFE NSW with a copy of your health fund membership records showing your name, membership number, OSHC provider and the start and end dates of the policy. If you purchase your own OSHC, you are responsible for ensuring that you have sufficient benefits and coverage.
- c. TAFE NSW receives a commission from the health insurance provider for processing your OSHC payment.

4. Information regarding a disability (section 10 of the application)

- a. TAFE NSW requires information regarding any disability that you may have, in order to establish whether you require the provision of additional services or facilities.
- b. If, after consideration of your requirements, the provision of additional services or facilities would impose an unjustifiable hardship on TAFE NSW (such as due to high costs), your enrolment may be refused or additional fees may apply. TAFE NSW will advise you in writing of its decision.
- c. The provision of additional services or facilities is not a guarantee that you will successfully complete the course. TAFE NSW reserves the right to terminate your enrolment if the provision of reasonable adjustments will be unsuccessful and the further provision of services or facilities would constitute an unjustifiable hardship on TAFE NSW.

5. International student obligations

You must meet the following obligations:

- a. you must keep a copy of these Terms and Conditions, your Offer Letter and any Statement of Fees, as well as all fee invoices and receipts of any payments of tuition fees and non-tuition fees;
- b. you must obtain a student visa and comply with all student visa requirements;
- c. you must commence your 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;
- d. you must comply with TAFE NSW enrolment conditions and requirements in respect of international students;
- e. you must comply with all applicable TAFE NSW student policies and procedures;
- f. you must meet all TAFE NSW course requirements, including the TAFE NSW Course Progress and Attendance Monitoring for International Students Policy and Procedures (for vocational and English language courses) and the TAFE NSW Higher Education Course Progress Policy (for higher education) (see tafensw.edu.au/international/enrol/esos-framework-tafe-nsw-policies-and-forms);
- g. you must not engage in any activity that may endanger your safety or the safety of any other person;
- h. if you are under 18 years of age, your parent or guardian must ensure requirements are met and maintained for accommodation and welfare arrangements;
- i. you must pay the required tuition and non-tuition fees by the due dates specified by TAFE NSW;
- j. you must notify TAFE NSW immediately if you wish to defer/ suspend/withdraw from your course, or there are any changes to your visa status; and
- k. you must update and/or notify TAFE NSW of your 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 the change.

6. TAFE NSW expectations

TAFE NSW will:

- a. provide you with an appropriate orientation program;
- b. monitor your welfare and provide counselling and ongoing support while you are enrolled at TAFE NSW; appoint one or more TAFE NSW staff members to act as the point of contact for you, so that you have access to up-to-date details of TAFE NSW's support services for students;
- c. pay a commission to an agent registered with TAFE NSW who submits your student application; and
- d. monitor, record and assess your course progress for the course in which you are enrolled, as per the requirements of the National Code for Providers of Education and Training to Overseas Students 2018 (National Code).

7. Refund policy

- a. Clauses 7 to 10 set out TAFE NSW's refund policy for international students. This refund policy is applicable once you have accepted your offer of admission, regardless of whether or not you have been issued with an eCoE or have submitted your application for a student visa.
- b. If there is any inconsistency between the content of clause 8 and any other provision of the refund policy, then clause 8 prevails.

8. Refund policy for all TAFE NSW courses

8.1. General

- a. The refund policies in this clause 8 apply to all TAFE NSW courses offered to international students.

8.2. Non-refundable fees

- a. Tuition fees are not refundable if:
 - i. you fail to comply with the conditions of enrolment at TAFE NSW;
 - ii. you breach any of your visa requirements imposed by the Australian Government;
 - iii. you are on a student visa and you request a transfer to another provider prior to the completion of 6 months of your principal course of study at TAFE NSW, and this request is not approved by TAFE NSW; or
 - iv. you (or your parent or guardian) provides false or misleading information to TAFE NSW.
- b. Any processing fees, application or registration fees, accommodation placement fees (including guardianship arrangement fees) and airport pick-up fees paid by you are not refundable by TAFE NSW.

8.3. Refunds due to student visa refusal

- a. If your application for a student visa is refused before the commencement date of your TAFE NSW course, then:
 - i. **for vocational and higher education courses:** your paid course fees will be refunded, minus a deduction of \$500 or 5 percent, whichever is lesser. Your higher education deposit of \$4,500 (if paid) will also be fully refunded.
 - ii. **for English language courses:** your paid course fees will be fully refunded.
- b. If you commence a course of study at TAFE NSW and your student visa application is subsequently refused, you will receive a pro-rated refund of your unused tuition fees.

8.4. Refunds Due to Provider Default

- a. If TAFE NSW fails to deliver your accepted course at the agreed location, you will be offered a refund of the unused portion of your pre-paid course fees. The refund will be processed 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.
- b. 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 will be discharged.
- c. 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. Refunds and credits for vocational and higher education courses and packaged programs

9.1. Non-refundable fees

- a. Tuition fees are not refundable if you withdraw from your English language, vocational or higher education course on or after the commencement date of the course of study.
- b. The deposit of \$4,500 paid towards the TAFE NSW higher education component of a packaged course is not refundable, except in the case of a visa refusal or withdrawal before commencement in the first course of the package.

9.2. Partial refunds

- a. Tuition fees are partially refundable if you withdraw from your English language, vocational or higher education course:
 - i. 12 weeks or more before the course commencement date – in which case, TAFE NSW will refund 80 percent of the tuition fees paid for your first study period;
 - ii. 4 or more weeks (but less than 12 weeks) before the course commencement date – in which case, TAFE NSW will refund 60 percent of the tuition fee paid for your first study period; or
 - iii. less than 4 weeks before the course commencement date – in which case, TAFE NSW will refund 40 percent of the tuition fee paid for your first study period.
- b. If you are entitled to a partial refund under clause 9.2a and have also paid the tuition fees for subsequent study periods, you may receive a full refund of the tuition fees paid for those subsequent study periods.

9.3. Credit for suspended courses and transfers

- a. If your enrolment is suspended after the commencement date of your semester, the unused portion of your tuition fees will be held as credit towards the tuition fees payable upon resumption of your studies. You will also be required to pay any remaining balance prior to resuming your studies.
- b. If you decide not to recommence your suspended course, your credited tuition fees will not be refunded. If your visa status changes by the time of your recommencement, the refund conditions in clause 9.4 apply.
- c. If you wish to transfer to another course at TAFE NSW after enrolment, you must apply for an approval to do so. TAFE NSW may reject your transfer request subject to the availability of places or compliance with visa conditions. If the transfer request is approved, a pro-rata tuition fee will be retained towards the first course and the remainder will be credited towards the new course.

9.4. Refunds due to change in visa status

- a. If you notify TAFE NSW (and provide evidence) that you have become an Australian permanent resident or have been granted a temporary or permanent visa with sufficient study rights:
 - i. before commencing your course, you will receive a full refund of your tuition fees paid, minus a \$300 processing fee; or
 - ii. after commencing your course, you will continue to be classified as an international student until the commencement of the next study period, and you will not be entitled to a refund of any fees paid for the current study period.

9.5. Refund procedures

- a. You must complete a TAFE NSW Refund Application Form and attach all supporting documents. The Refund Application Form is available at [tafensw.edu.au/international/enrol/esos-framework-tafe-nsw-policies-and-forms](https://www.tafensw.edu.au/international/enrol/esos-framework-tafe-nsw-policies-and-forms).
- b. If granted, your refund will be processed within four weeks of receipt of your completed application and all required supporting documents. Should TAFE NSW withdraw a location or course you have enrolled in, the refund will be processed within two weeks (see clause 8.4). A written statement will be provided to you explaining how your refund has been calculated.
- c. If you are returning home, TAFE NSW may access Visa Entitlement Verification Online (VEVO) to confirm your location prior to processing the refund.

10. Refunds and credits for English language courses

10.1. General

- a. This clause 10 contains additional refund policies which apply only to English language courses.
- b. A \$100 processing fee applies to all English language course refunds (except if a student visa is refused).

10.2. Credits for transfers

- a. If you complete your English language course at TAFE NSW earlier than expected, then any remainder of your paid English language tuition fees will be:
 - i. credited to the next TAFE NSW English language course;
 - ii. credited to the next TAFE NSW vocational or higher education course if no further English course is available; or
 - iii. refunded to you if no further English language course is available and you do not have a packaged agreement.
- b. If you are accepted into a new TAFE NSW course before you complete your English language course, TAFE NSW will credit to your new course your unused tuition fees that are remaining at the end of the English language course study period in which you are enrolled at the time of transfer. No fees will be transferred to other institutions or persons.

11. Complaints procedure

- a. The complaints procedure contained in these Terms and Conditions of enrolment will apply in the event of a grievance. However, 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.
- b. 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.
- c. Full details of the complaints and appeals procedure is available at [tafensw.edu.au/about/complaints-feedback](https://www.tafensw.edu.au/about/complaints-feedback).
- d. Where possible, any complaints will be handled upon the same basis as complaints from a student or parent/guardian ordinarily resident in NSW.

12. Breach of written agreement

- a. Any breach of these Terms and Conditions, the Offer Letter, Schedule of Fees or TAFE NSW policies and procedures may result in termination of your enrolment and may affect your student visa.

13. Liability and disclaimer

- a. TAFE NSW does not represent or guarantee that any student (including you) will:
 - i. be accepted for enrolment at TAFE NSW or at a specific TAFE NSW location;
 - ii. successfully complete studies undertaken;
 - iii. gain entry into further tertiary studies; or
 - iv. obtain any form of migration outcome by undertaking a TAFE NSW course.
- b. TAFE NSW accepts no liability for any unexpected interruption or changes to its services, including through events such as staff strikes, electrical failure, floods and other similar events and which cause a cancellation of classes or a change in the course delivery mode or schedule. Fee refunds will not be provided for classes missed or any inconvenience caused due to such events.
- c. Under the ESOS Act and National Code, TAFE NSW is required to notify the Department of Home Affairs (DoHA) of any changes to your enrolment status, and this may affect your student visa. TAFE NSW accepts no liability for any visa implications arising out of a change in enrolment.

14. Privacy and disclosure

- a. Any personal information that you supply to TAFE NSW will be managed in accordance with TAFE NSW's Privacy Statement, which is available at tafensw.edu.au/privacy.
- b. In accordance with applicable privacy laws and pursuant to obligations under the ESOS Act and National Code, TAFE NSW may disclose personal information to the Commonwealth, including the TPS and DoHA, or to State or territory agencies, health insurance providers and University Education Partners, and any contractor(s) engaged by TAFE NSW.

15. Student declaration

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

- a. I declare that all information provided on the completed application form is correct and that I have read and understand and agree to be bound by these Terms and Conditions.
- b. I agree that I have read the course outline on the website: tafensw.edu.au/international and understand the content of the course, requirements and necessary pre-requisites, including English language requirements.
- c. I agree that in the event that false, inaccurate or misleading information is provided, TAFE NSW reserves the right to cancel the enrolment.
- d. I understand that these Terms and Conditions, and any Offer Letter, Schedule of Fees 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.
- e. I agree to pay the applicable tuition fees set out in the Statement of Fees prior to the commencement and subsequent study periods of the nominated course. For students under the age of 18, the parent/guardian acknowledges and agrees that they are jointly and severally liable for the debt arising from fees owing to TAFE NSW.
- f. I agree that upon acceptance for enrolment at a TAFE NSW location, all students must comply with the terms and conditions of enrolment and the TAFE NSW Student Discipline Policy.
- g. I understand that personal information provided to TAFE NSW will be collected, used and disclosed in accordance with clause 14, including to the Commonwealth.
- h. I give consent for TAFE NSW to obtain the student's VEVO information from DoHA for the purposes of verifying any information provided to TAFE NSW in connection with the student's application, enrolment, payment of fees or visa matters.
- i. I consent to being contacted in connection with this application and any subsequent enrolment by text message, email or other electronic means.
- j. I agree that if there is any difference in meaning of provisions of the English version and any translated version of the application form, the Terms and Conditions or any other part of the written agreement with TAFE NSW, the English version will prevail.
- k. I agree that these Terms and Conditions, and any other part of the written agreement with TAFE NSW, are governed by the laws of New South Wales and Australia.

Student signature

Name

Date
(DD/MM/YYYY)

Parent signature

Name

Date
(DD/MM/YYYY)