

## **TAFE Queensland Regional Institutes - International**

Tropical North Queensland TAFE (CRICOS Code: 02012B)  
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Barrier Reef Institute of TAFE (CRICOS Code: 02001E), Wide Bay Institute of TAFE (CRICOS Code: 02013A),  
Central Queensland Institute of TAFE (CRICOS Code: 02003C), Southern Queensland Institute of TAFE (CRICOS Code: 02011C)

### **OVERSEAS STUDENT TERMS AND CONDITIONS OF ENROLMENT**

**This document and the Overseas Student Refund Conditions form part of the Student Agreement and must be signed and returned to the regional institute when accepting the Letter of Offer. In accepting the Letter of Offer with a TAFE Queensland regional institute the student agrees to the following terms and conditions:**

1. The student has read and understood the information provided about the relevant institute, and the course/s of their choice.
2. The student agrees to comply with the TAFE Queensland Student Rules available at [www.tafe.qld.gov.au/student\\_services/policies\\_guidelines/rules.html](http://www.tafe.qld.gov.au/student_services/policies_guidelines/rules.html) and all institute policies related to international students for the entire duration of studies.
3. The student must meet all the conditions outlined in the Letter of Offer, prior to course commencement.
4. The student understands that it is their responsibility to provide the regional institute with the necessary evidence to satisfy the conditions of entry outlined in the Offer of Place, before their studies begin.
5. Students who fail to satisfy the conditions outlined in the Letter of Offer will not be able to commence their studies.
6. Students must present their original passport and evidence of visa confirmation to the international office on arrival.
7. All fees detailed in the Letter of Offer must be paid by the expiry date.
8. It is understood that payment of tuition fees will not be accepted by TAFE Queensland institutes until:
  - a. A signed and dated International Student Terms and Conditions of Enrolment (including International Student Refund Conditions) agreement is received from the student, thereby agreeing to abide by all the conditions contained within the document; and
  - b. All entry conditions stated in the Letter of Offer have been satisfactorily met.
9. Tuition fees for continuing students are due to be paid in full by the due date. Failure to pay each semester's fees in full by the due date may result in the charging of a late fee and the cancellation of enrolment and subsequent reporting to the Department of Immigration and Citizenship (DIAC).
10. If DIAC is advised of any change in the student's enrolment status (eg cancellation, suspension, deferral, change of course etc), the student visa status may be affected and the student must contact DIAC.
11. Students understand they will not be allowed to commence or continue their course until all fees are fully paid including Overseas Student Health Cover (OSHC), bank fees, late fees, administration charges and any outstanding fees from previous enrolments.
12. Students understand they are responsible for payment of associated sundry expenses (unless otherwise indicated) including textbooks, stationery, material fees, uniforms and other personal expenses throughout the duration of their studies.
13. Students must ensure that full payment of relevant material fees is finalised prior to commencement of each semester of studies, if applicable.
14. Students are aware of the estimated costs of their stay in Australia and understand that the financial capacity to meet such costs is their responsibility.

15. Students understand that any school-age dependents accompanying them to Australia will be required to pay full fees if they are enrolled in either a government or non-government school. It is the responsibility of the student to make all necessary arrangements for the enrolment of their school-age dependents.
16. Students are required to arrive at the nominated regional institute in time to attend the compulsory international orientation, and the relevant faculty orientation which is held prior to the commencement of their studies.
17. If a student is unable to commence their course by the advised dates, approval to commence the course at a later date is at the sole discretion of the regional institute. The student must submit a written request to defer their start date, to the regional institute.
18. Under exceptional circumstances students may apply to defer. Application for deferral must be in writing and received 2 weeks prior to commencement of the course/semester start date. Approval of the application will be at the discretion of the relevant regional institute, and will be dependent on a place being available in the course. If the deferral is approved tuition fees will be transferred to the new course start date and will be held by TAFE Queensland for up to one year only. If a student does not contact the institute and does not commence studies within 10 working days of the start date, DIAC will be advised that the student has not commenced their studies. Tuition fees will not be refunded.
19. After a student has accepted their Letter of Offer and paid all fees they will be allowed one course change free of charge prior to commencement. Any course change/s after the first change will incur an administration charge for each change.
20. Students are required to advise the relevant regional institute of any information which may impact upon their ability to undertake the course, at the time of submitting their Application i.e. illness, injury, disability, learning, or support needs, and that the fees outlined in the Letter of Offer are based upon the information provided by the student in their application.
21. Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.
22. Students agree that TAFE Queensland regional institutes may use the email address supplied by the student to email any information a regional institute deems necessary.
23. Students acknowledge that TAFE Queensland regional institutes must operate in accordance with the ESOS Act 2000 and the National Code 2007 and that this agreement does not remove your right to take further action under Australia's consumer protection laws
24. TAFE Queensland regional institutes are required under Section 19 of the ESOS Act 2000 to advise DIAC of all changes to a student's enrolment, and any breach by the student of a student visa condition relating to satisfactory academic performance, attendance and payment of fees.
25. The student understands and acknowledges that he or she must adhere to all regional institute policies and meet all conditions of their visa and the following DIAC student visa conditions:
  - a. Maintain full-time enrolment as identified in their course timetable.
  - b. If a student is absent for 2 consecutive weeks during their studies without contacting the relevant institute and providing satisfactory reasons, and the institute is unable to contact the student, DIAC will be advised that the student has withdrawn from study.

- c. Achieve satisfactory course progress and maintain satisfactory attendance in the course as required by the regional institute.
  - d. TAFE Queensland regional institutes require a minimum of 80% attendance in each semester of study.
  - e. Pay all fees by the due date for each semester of study.
  - f. Maintain Overseas Student Health Cover (OSHC) for the entire period of studies in Australia.
  - g. Advise the regional institute of any change to their address or contact details within 7 days of the change.
  - h. It is the expectation that students will not transfer out during the first 6 months of the principal course i.e. highest qualification. (For further details, refer to "Overseas Student Transfer Policy and Procedure")
26. Failure to meet any of the above conditions may result in the regional institute reporting the student to DIAC.
27. After exhausting internal appeal mechanisms, the International Unit will provide information about the external appeal process.
28. The terms and conditions of enrolment with TAFE Queensland regional institutes are subject to change. Students agree to abide by the current version available on the relevant institute website.

## **OVERSEAS STUDENT REFUND CONDITIONS**

**Note: All fees are in Australian dollar amounts (AUD)**

### **1. Visa**

- 1.1. Where your initial student visa application is rejected prior to course commencement TAFE Queensland regional institutes will refund tuition fees paid less the enrolment fee of \$175. The refund application must be supported by a copy of the visa rejection letter from the Department of Immigration and Citizenship (DIAC).
- 1.2. If the student visa application is rejected after course commencement, the regional institute will charge pro-rata tuition fees for the period of study in addition to the enrolment fee of \$175, if applied.
- 1.3. The terms of this agreement, with regard to withdrawal from study, also apply where:
  - a. A student is granted permanent resident status
  - b. An application for a visa extension is rejected or Department of Immigration and Citizenship (DIAC) cancels the student's existing visa.
  - c. A student withdraws or cancels their course before commencing any subsequent semester of studies.
- 1.4. If a student requires a refund for Overseas Student Health Cover, the student must contact their health fund provider to arrange their own refund.

### **2. English language course/s**

- 2.1. The \$175 enrolment fee, if applied, is non-refundable.
- 2.2. If a student withdraws or receives a Letter of Release from their English language course (General English and/or English for Academic Purposes) for any reason, excluding visa rejection:
  - a. More than 28 days before course commencement: the regional institute will refund tuition fees paid, less an administration charge of 20% or \$500, whichever is greater, of tuition fees paid.
  - b. Less than 28 days before course commencement: the regional institute will refund tuitions fees paid, less an amount equivalent to 12 weeks of English language tuition. If student is enrolled for less than 12 weeks, no refund will be paid.

- c. After commencement of General English and/or English for Academic Purposes: tuition fees will not be refunded.
- 2.3. If during their English language studies a student successfully meets the English language entry requirements and all other conditions for entry to a regional institute formal course, the student may apply to credit the balance of their English language tuition fees paid to their formal course fees with a regional institute. This applies where a student has 3 or more full weeks of English language study remaining. The regional institute will adjust the English language tuition fee payable according to the **actual** number of weeks of English language study completed and transfer the remaining balance to the formal course. Written notice must be received by the regional institute at least 3 weeks prior to the new English language end date. Part weeks are counted as full weeks; money is not transferable to any other student and is otherwise non-refundable.
- 2.4. Prior to refunding fees, the regional institute will adjust the original English language tuition fees charged to the student in line with actual English language weeks studied. The \$175 enrolment fee is non-refundable.

### 3. Formal course/s

- 3.1. The \$175 enrolment fee is non-refundable.
- 3.2. If a student withdraws or receives a Letter of Release from their formal course for any reason, excluding visa rejection:
  - a. More than 28 days before course commencement.
    - If the student has paid the full semester tuition fee the regional institute will refund the semester tuition fees paid, less an administration charge of 20% or \$500, which ever is greater.
    - If the student has paid a deposit towards tuition fees to secure a place in the course, (generally 20%) this deposit is non-refundable.
  - b. Less than 28 days before course commencement.
    - If the student has paid the full semester tuition fee the regional institute will refund the semester tuition fees paid, less an administration charge of 30% or \$500, which ever is greater.
    - If the student has paid a deposit towards tuition fees to secure a place in the course (generally 20%), this deposit is non-refundable.
  - c. After course commencement: regional institutes will not refund tuition fees except in the event of death of the student. Such refunds will be calculated based on the amount of study already completed.
  - d. If the semester fees have not been paid prior to withdrawal or cancellation, the student will still be required to pay the full tuition fee.

### 4. Packaged courses

- 4.1. The \$175 enrolment fee is non-refundable.
- 4.2. If a student has accepted a Letter of Offer and paid English tuition fees in full and a deposit towards their packaged courses (e.g. English plus Certificates and/or Diploma package) the above penalties apply.
- 4.3. If a student 'fast tracks' their Certificate or Diploma course and completes their studies in a period less than the timeframe specified in the Letter of Offer, the student will not be entitled to any refund of tuition fees.
- 4.4. Tuition fees may be reduced if the student is granted sufficient Transfer Credits or Exemptions from an Australian registered training organisation within 2 weeks of course commencement. Any reduction will be credited to the last semester tuition fees. Tuition fees will not be reduced or refunded if Recognition of Prior Learning is granted.

### 5. Provider default

