

## INTERNATIONAL

### **TERMS AND CONDITIONS – IMPORTANT:**

**Please read before you sign the acceptance form.**

#### **1. INSEARCH and the University of Technology, Sydney (UTS)**

1.1 All courses are offered by INSEARCH Limited ABN 39 001 425 065 (CRICOS Provider Code: 00859D) (INSEARCH). INSEARCH is a controlled entity of the University of Technology, Sydney. Students are enrolled as students of INSEARCH and not of UTS.

1.2 The UTS Foundation Studies programs are UTS programs, delivered by INSEARCH (CRICOS Provider Code 00859D) on behalf of UTS (CRICOS Provider Code: 00099F), at its campus in Haymarket.

#### **2. Assessment of Genuine Temporary Entrant (GTE) and Genuine Student (GS) Requirements**

2.1 Prior to finalising your admission to INSEARCH and upon receipt of your acceptance of this offer, INSEARCH reserves the right to undertake an assessment of Genuine Temporary Entrant and Genuine Student requirements set by the Department of Immigration and Citizenship (DIAC).

For further information please refer to: <http://www.immi.gov.au/students/pdf/2011-genuine-temporary-entrant.pdf>

2.2 The assessment may be carried out directly by INSEARCH or by an INSEARCH Authorised Representative. For a list of INSEARCH Authorised Representatives please refer to:

<http://www.insearch.edu.au/How-to-apply/International-Students>

As part of the assessment you may be required to provide further documentation or to participate in an interview relating to GTE and GS criteria.

2.3 Failure to provide the requested documentation or failure to participate in the interview will result in automatic cancellation of this offer.

2.4 On receipt of the requested documentation and completion of the interview, if INSEARCH is not satisfied that you have met the GTE or GS criteria, INSEARCH reserves the right to withdraw this offer.

2.5 As part of the assessment process INSEARCH or its Authorised Representative must also authenticate all documents provided with your application to date. INSEARCH reserves the right to withdraw this offer if fraudulent documentation has been provided with the application form.

#### **3. Package programs**

3.1 International students may be offered a package program, which consists of an English language course and one or more Academic course. Students must satisfactorily complete the English language course before proceeding to the Academic course.

3.2 A student may be required to repeat the English language course if they do not complete it satisfactorily. The student will be required to pay an additional fee for the repeated course.

#### **4. Attendance**

4.1 Australian government regulations state that it is a condition of a student visa that a student must attend 80% of the course.

#### **5. International student processing fee and course fees**

5.1 Course fees must be paid at least 28 days before the first day of each course.

5.2 International students who have not studied full-time with INSEARCH before must also pay a one-off international student processing fee.

5.3 Fees must be paid in Australian dollars by bank cheque, bank draft, cash or credit card. INSEARCH will not be responsible for any monies paid to any authorised representative.

5.4 INSEARCH reserves the right to vary fees and/or course dates at any time.

5.5 The international student processing fee and course fees do not cover the cost of accommodation, living expenses, textbooks, stationery or other equipment.

5.6 You are required to have Overseas Student Health Cover (OSHC) for the entire time you are in Australia on a Student Visa. OSHC is payable upfront as a lump sum for the full length of your Student Visa. The OSHC quoted in this offer is only payable to INSEARCH if you wish INSEARCH to arrange cover on your behalf. INSEARCH arranges cover with Medibank Private. If you do not want INSEARCH to arrange cover on your behalf, you must arrange OSHC for yourself. The cost of the cover may differ between insurers and the plan you choose.

#### **6. Course duration and additional fees**

6.1 A course commences on the first day of orientation of the course.

6.2 If a student defers their course after payment of tuition, the course commencement date is the first day of orientation of the course in which the student had originally enrolled.

6.3 Students will be advised of the course duration prior to enrolment. Students who require extra semesters to complete their course will be required to pay additional fees.

#### **7. Change of address**

7.1 While on a student visa students are required by government legislation to notify INSEARCH Student Centre of any changes of address within 7 days.

#### **8. Accommodation**

8.1 INSEARCH requires at least 14 days' notice to arrange Homestay and Airport Welcome service. Additional terms and conditions and fees apply. Accommodation booking fees and Airport Welcome fees are not refundable under any other circumstances.

8.2 Students who wish to use the UTS housing list must pay a fee of \$80 on arrival. This must be paid directly to the UTS housing office when applying for this service and not INSEARCH.

#### **9. Cancellation and refunds**

Course Commencement Date is the day on which the course was scheduled to start and in the case of package programs, it is the starting date of any preceding English course.

9.1 The international student processing fee will be refunded only if INSEARCH cancels the course for which the student is admitted and will not be refunded under any circumstances.

9.2 Full course fees and Homestay-Airport Welcome services fees will be refunded in the following circumstances:

- (1) INSEARCH cancels the course;

(2) the student provides written evidence that an application for a student visa has been rejected by the Australian government (this does not include where a student visa renewal is rejected or a student visa has been cancelled because of a breach of visa conditions)

9.3 A partial refund of course fees will be given in the following circumstances:

(1) 80% of tuition fees will be refunded if INSEARCH receives written notice of cancellation of enrolment from the student at least 28 days prior to the course commencement date for which the student is admitted.

(2) 50% of tuition fees will be refunded if INSEARCH receives written notice of cancellation of enrolment from the student 28 days or less before the course commencement date for which the student is admitted.

9.4 Course fees will not be refunded if:

(1) The student cancels their enrolment on or after the course commencement date except in compassionate or compelling circumstances.

(2) the student arrives in Australia after the course has commenced.

9.5 In addition to the circumstances listed in 9.2, Homestay fees will be refunded in the following circumstances:

(1) If INSEARCH is unable to provide Homestay accommodation.

(2) If the host family has violated the terms and conditions of their Homestay Provision agreement and a suitable replacement family cannot be found.

(3) if the student lodges a serious grievance about their Homestay Agreement and it is found to have merit.

(4) If the student paid for more than 5 weeks and gives 2 weeks' written notice of departure.

9.6 Amendments to the Education Services for Overseas Students Act 2000 commencing 1 July 2012 (TPS) require that INSEARCH only accepts 50% of the ELICOS fee where the duration of the ELICOS course is greater than 24 weeks, or 50% of the total course fee (for accelerated diploma courses). Any payment in excess of 50% of the course fee requested will need to be refunded to the student.

#### **10. Applying for a refund**

10.1 Students wishing to apply for a refund need to apply in writing. Onshore students should complete an Application for refund of fees form available from the INSEARCH Student Centre office and submit this to Student Centre staff. Students who have not yet arrived in Australia should forward their written request for a refund to Student Admissions.

#### **11. Termination**

11.1 INSEARCH reserves the right to expel a student for any serious breach of discipline. Fees will not be refunded.

#### **12. Transfer of fees to other institutions**

12.1 If a student wishes to transfer prepaid course fees from INSEARCH to another institution, they may apply to the Student Centre for permission. INSEARCH has absolute discretion in determining whether an application for transfer or fees will be approved.

12.2 If a transfer is approved, it will be made payable to the new provider, unless the student can provide evidence that fees have already been paid to that institution. Any transfer of fees to the University of Technology, Sydney will be made directly to the student.

12.3 If a transfer of fees is approved, INSEARCH reserves the right to retain a percentage of those fees to cover administrative costs.

#### **13. Grievance resolution**

13.1 INSEARCH has policies and procedures in place for the hearing of student difficulties and grievances. If you are not satisfied with the outcome, INSEARCH has an independent dispute resolution process available.

13.2 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.

#### **14. Student Privacy**

14.1 INSEARCH acknowledges and respects the privacy of students. It is required under the Privacy Act 1988 (Cth) to comply with the National Privacy Principles in respect of the collection, use and disclosure of personal information from individuals.

14.2 INSEARCH collects personal information from students for the purposes of processing applications and providing services to students. This information will be disclosed to the student's agent and UTS where applicable.

14.3 INSEARCH has an obligation under Commonwealth and State legislation to provide information to certain government departments.

14.4 Provision of personal information is voluntary, but if it is not provided, INSEARCH may be unable to process the student's application.

14.5 Students have a right to access and alter their personal information.

14.6 Please direct any privacy enquiries you may have to:

The Privacy Officer, INSEARCH Limited PO Box K1085, Haymarket NSW 1240[T] + 61 2 9218 8600[E]  
privacy@insearch.edu.au [W] [www.insearch.edu.au](http://www.insearch.edu.au)

#### **15. Definition**

In these conditions, course means:

15.1 the number of terms of full-time English language study that has been paid for;

15.2 for Academic courses, one semester of study in a foundation or diploma course; and

15.3 for package programs, the English language course plus one semester of study in an Academic course.

15.4 Academic course – foundation program or diploma

15.5 In the application form CRICOS means: Commonwealth Register of Institutions and Courses for Overseas Students.