

TERMS AND CONDITIONS – IMPORTANT:

Please read before you accept the offer.

1. Insearch and the University of Technology Sydney (UTS)

1.1 All courses are offered by Insearch Limited; ABN-39 001 425 065)(UTS Insearch). UTS Insearch is a controlled entity of the University of Technology Sydney (UTS). Students are admitted as students of UTS Insearch and not of UTS.

1.2 The UTS Foundation Studies (Accelerated) Course Code C30015 is a UTS program, delivered by UTS Insearch (CRICOS Provider Code 00859D) on behalf of UTS (CRICOS Provider Code: 00099F), at its campus in Haymarket.

2. Attendance

2.1 UTS Insearch requires all students to attend at least 80% of the course.

3. Course fees

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

3.2 Fees must be paid in Australian dollars by bank cheque or credit card.

3.3 UTS Insearch reserves the right to vary fees and/or course dates at any time.

3.4 Course fees do not cover the cost of accommodation, living expenses, textbooks, stationery or other equipment.

4. Course commencement

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

5. Change to Australian Citizenship or Australian Permanent Resident (PR) status.

5.1 Domestic Students whose Australian citizenship or Australian Permanent Resident (PR) status changes before or during their UTS Insearch course must advise Student Admissions at Registrar@insearch.edu.au without delay as this may affect their study plans at UTS Insearch and subsequent articulation to UTS.

6. Cancellation and refunds

6.1 Course fees will be refunded only in the following circumstances:

- (1) UTS Insearch cancels the course; or
- (2) UTS Insearch receives written notice of the student's withdrawal from the course on or before the census date.

6.2 Course fees will not be refunded if the student withdraws from the course after the census date.

6.3 Where a refund of fees is approved, any fees paid through the FEE-HELP loan scheme will be remitted to Department of Education and Training.

7. Applying for a refund

7.1 Students wishing to apply for a refund need to apply in writing. Students should complete an Application for Refund of Fees form available from the UTS Insearch Student Centre and submit this to Student Centre staff.

8. Termination

8.1 UTS Insearch reserves the right to expel a student for serious breach of discipline. Fees will not be refunded.

9. Grievance resolution

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

9.2 This agreement does not remove the students' right to take further action under Australia's consumer protection laws.

10. Student Privacy

10.1 Insearch acknowledges and respects the privacy of students. It is required under the Privacy Act 1988 (Cth) to comply with the Australian Privacy Principles. Insearch is also a public sector agency, and so is subject to the Privacy and Personal Information Protection Act 1998 (NSW).

10.2 Insearch collects, holds, uses and discloses personal information to perform its core functions and activities, as set out in the Insearch Privacy Policy at www.insearch.edu.au/privacy. Common situations in which Insearch discloses personal information to overseas and to third parties are listed below:

- to other education providers involved with Insearch, to perform our core functions and activities, where Insearch operates in overseas jurisdictions;
- to government, regulatory and professional bodies, to fulfil Insearch's legal and regulatory obligations;
- to a student's migration agent, where the student is applying for a visa;
- to financial institutions for payment processing;
- to universities (such as UTS) and the Universities Admissions Centre Pty Limited;
- to a student's education agent in connection with the student's application, whereabouts, current enrolment status, confirmation of term/semester completion and whether they progress to UTS;
- to a student's emergency contact(s) in connection with their whereabouts or safety; and
- as provided in clause 15 (sponsored students only).

10.3 The Commonwealth (including the Tuition Protection Service) and state or territory agencies may disclose information about a student where required by law, or otherwise where deemed reasonably necessary by the disclosing entity.

10.4 The Insearch Privacy Policy contains information about students' rights to access and correct their personal information, make privacy complaints, and how Insearch will deal with those complaints.

10.5 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](tel:+61292188600) [E] privacy@insearch.edu.au

11. Tuition Assurance

11.1 For Insearch's Tuition Assurance arrangements please refer to <https://www.insearch.edu.au/au/statement-of-tuition-assurance>

12. Definitions

In these Terms and Conditions, the following definitions apply:

12.1 Course: For Academic courses, one semester of study in a UTS Foundation Studies program or Diploma course; and

12.2 Academic course: UTS Foundation Studies program or Diploma.

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