

This document forms part of the Student Agreement and must be signed and returned to TAFE Queensland Brisbane when accepting your Offer of Place. In accepting an Offer of Place with TAFE Queensland Brisbane the student agrees to the following terms and conditions.

## Enrolment Conditions

### 1 General Conditions

- 1.1 The student has read and understood the information provided about TAFE Queensland Brisbane and the program/s of their choice.
- 1.2 The student agrees to comply with the TAFE Queensland Brisbane Student Code of Conduct and all Region procedures relating to international students for the duration of their study.
- 1.3 The student understands that it is their responsibility to provide TAFE Queensland Brisbane with the necessary evidence required to satisfy the conditions of entry into the program/s as outlined in the Offer of Place or Confirmation of Enrolment (CoE) before the program/s begin.
- 1.4 Conditional CoEs for packaged programs are issued to support the student visa application process. Specific conditions for packaged programs are noted on the CoE. Entry into each program is dependent on the student successfully meeting and providing evidence of program entry requirements.
- 1.5 Students who fail to satisfy the conditions outlined in the Offer of Place or Confirmation of Enrolment (CoE) will not be permitted to commence their program.
- 1.6 Students are required to supply a copy of their passport and visa to International Student Administration. If requested, students must also present their original passport and visa.
- 1.7 All fees detailed in the Offer of Place must be paid before the (CoE) will be issued.
- 1.8 It is understood that payment of tuition fees will not be accepted by TAFE Queensland Brisbane until:
  - a) A signed and dated International Student Terms and Conditions of Enrolment (including Refund Conditions) agreement is received from the student, thereby agreeing to abide by all of the conditions contained within the document.
  - b) All entry conditions stated in the Offer of Place have been satisfactorily met.
  - c) Prior confirmation from TAFE Queensland Brisbane that a place is available in quota programs.
- 1.9 Students are required to advise TAFE Queensland Brisbane of any information which may impact upon their ability to undertake the program i.e. illness, injury, disability, learning, or support needs. The fees outlined in the Offer of Place are based upon the information provided by the student in their application.
- 1.10 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.
- 1.11 Students with 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 dependants.
- 1.12 Students understand that TAFE Queensland Brisbane uses email as the method of communicating with students including written notifications and/or intention to report a student under the ESOS framework. It is the students' responsibility to update their email address.
- 1.13 **Streamlined Visa Processing:** Students applying under SVP arrangements are granted a visa on an agreed study plan as determined by the Confirmation of Enrolments issued by TAFE Queensland Brisbane and the University Business Partner. The information provided in the TAFE Queensland Brisbane application form including the Statement of Purpose, has been used by TAFE Queensland Brisbane to assist with determining Genuine Temporary Entrant and genuine student criteria.
- 1.13 **Principal Program:** A principal program is the main course of study to be undertaken by an overseas student. Where a student visa has been issued for multiple courses of study, the principal program would normally be the final course or highest level program of study.

**Example 1:** Streamlined Visa Processing Applicants (573 visa) Arrangements. Students who obtain their visa with SVP arrangements are granted a 573 Higher Education Visa. The principal program of study on this visa would be the Bachelor level (or higher) program.

**Example 2:** VET Sector (572 visa) applicants. Student's enrolled into a package of programs – eg ELICOS, Certificate and Diploma program. The Diploma is considered the principal program. It is the expectation that students will not seek to transfer from TAFE Queensland Brisbane prior to completing the first 6 months of the principal program. [Refer to "Transfer between Registered Providers Procedure].
- 1.14 Students have the right to lodge a complaint against TAFE Queensland Brisbane if they believe the Region has acted in an unlawful or unethical manner. Complaints can be made to the Queensland Ombudsman's Office at [www.ombudsman.qld.gov.au](http://www.ombudsman.qld.gov.au). Contacting the Ombudsman does not prevent a student from exercising their rights to other legal remedies.
- 1.15 Students on a tourist/working holiday/spouse visa are responsible for ensuring their period of study does not exceed the Department of Immigration and Border Protection regulations. It is the student's responsibility to update their visa to a student visa if required. Some students are not able to change from a tourist/working holidays/spouse visa to a student visa when on-shore. Please direct all enquiries to the Department of Immigration and Border Protection.
- 1.16 Students who change their education agent must notify TAFE Queensland Brisbane of their new education agent details immediately.

## 2 Payment of Tuition Fees

- 2.1 Tuition fees for continuing students are due to be paid in full no later than 20 January (for classes commencing in Semester 1 of that year) and 28 June (for classes commencing in Semester 2 of that year).
- 2.2 Failure to pay each semester's fees in full by the due date may incur late fee AND the cancellation of a student's enrolment and subsequent reporting to the Department of Immigration and Border Protection. Refer TAFE Queensland Brisbane Schedule of Charges [page 5].
- 2.3 Students understand they will not be allowed to commence or continue their program until all fees are paid in full including visa length overseas health cover (VLOSHC), late fees, administration charges and outstanding fees from previous enrolments.
- 2.4 Students understand that they are responsible for payment of associated sundry expenses including textbooks, stationery, materials fees, uniforms and other personal expenses throughout the duration of their program.
- 2.5 Students must ensure that full payment of materials fees is finalised prior to the commencement of each semester of their program.
- 2.6 Students who have paid their formal program semester tuition fees **in full** prior to the commencement of study, but fail to meet the English language entry requirements of their formal program will be permitted to transfer a portion of the formal program fees paid to cover the cost of additional English Language studies undertaken at TAFE Queensland Brisbane.
- 2.7 Students who have paid a deposit for their formal program tuition fees but fail to meet the English language entry requirements of their formal program will not be permitted to transfer any part of the deposit paid to pay for additional English language studies.

## 3 Student Attendance

- 3.1 Students studying ELICOS programs are required to attend 20 class hours per week.
- 3.2 Students studying a formal program are required to attend the full program load to enable completion within the timeframe specified on their Confirmation of Enrolment.

## 4 Orientation

- 4.1 Students are required to arrive at TAFE Queensland Brisbane in time to attend the International Orientation and the relevant Faculty Orientation. Orientations may be held prior to program commencement.

## 5 Commencement/Return to study

- 5.1 All students must attend the commencement event at the beginning of each new semester to confirm their program commencement/return to study.
- 5.2 If a student is unable to commence their program on the required date, approval to commence the program at a later date is at the sole discretion of the Industry Training Group Director (or delegate).. The student must submit a written request to International Student Administration prior to start of study. It is the student's responsibility to maintain academic progress in the event of missed classes.

## 6 Program Change

- 6.1 Program changes are subject to the approval of the Manager International Business and the relevant Industry Training Group Director (or delegate).
- 6.2 Program changes attract an administration charge. Refer TAFE Queensland Brisbane Fee Schedule [page 5].

## 7 Program Deferral - ELICOS

- 7.1 ELICOS students unable to commence class on their CoE start date must advise the Region in writing 48 hours prior to that start date. A new CoE will be issued free of charge when the new start of study date is formally advised. Each further request to defer the ELICOS start date will attract a deferral fee. Refer TAFE Queensland Brisbane Fee Schedule [page 5].
- 7.2 ELICOS tuition fees are non-refundable. If due to a deferred start date the student is unable to complete pre-paid ELICOS weeks if 3 or more weeks of ELICOS remain these tuition fees will be transferred to the formal program enrolment.

## 8 Program Deferral - Formal Program

- 8.1 Under exceptional circumstances students may apply to defer. Written applications with supporting documentation must be received 2 weeks prior to the commencement of the program/semester start date. Approval of the deferral application will be at the discretion of the relevant Industry Training Group Director (or delegate) and will also be dependent upon a place being available in the program. An administration charge applies. Refer TAFE Queensland Brisbane Fee Schedule [page 6]. If the deferral is approved Program fees will be transferred to the new program start date and will be held by the Region for up to one year only. Deferred tuition fees are non-refundable. If a student changes to a program with lower tuition fees no refund is available.
- 8.2 If a student is approved for deferral and then withdraws from study, their tuition fees are non-refundable.

## 9 Repeat/Additional Modules

- 9.1 Students understand that if they fail to progress academically in their program of study they will be required to re-enrol into the failed modules. Students will be required to pay the tuition fees associated to each module re-enrolment. Current program prices apply to each module re-enrolment.
- 9.2 If a student does not achieve the award within the expected duration of study/offer period and additional module enrolment is required, students are required to enrol and pay for each module enrolment. Current program prices apply.

## 10 Transfer Credit

- 10.1 Tuition fees may be reduced or a refund issued if the student is granted sufficient Transfer Credits or Exemptions. This reduction will be credited (or refunded) to the final semester tuition fee.
- 10.2 Students who withdraw prior to program completion will not be entitled to a refund or fee reduction.

## 11 Cancellation of Student Enrolment

- 11.1 Students acknowledge that TAFE Queensland Brisbane must operate in accordance with the ESOS Act 2000 (as amended) and the National Code 2007.
- 11.2 TAFE Queensland Brisbane may cancel a student's enrolment as detailed in the International Deferral, Suspension and Cancellation of Enrolment Procedure. This policy is available on the TAFE Queensland Brisbane website..
- 11.3 TAFE Queensland Brisbane is required under Section 19 of the ESOS Act 2000 (as amended) to advise the Department of Immigration and Border Protection (DIBP) about changes to a student's enrolment, and any breach by the student of a visa condition relating to unsatisfactory academic performance, attendance, non-payment of fees or disciplinary reasons.
- 11.4 The student further understands and acknowledges that he or she must adhere to the TAFE Queensland Brisbane TAFE Queensland Brisbane Code of Conduct, and all TAFE Queensland Brisbane policies and procedures.

## 12 Student Visa Conditions

Failure to continue to meet student visa conditions may result in TAFE Queensland Brisbane reporting the student to Department of Immigration and Border Protection. Student visa conditions -

- a) Maintain full-time enrolment in a CRICOS registered program.
- b) Achieve satisfactory course progress and maintain attendance in the course as required by your education provider. [NOTE - TAFE Queensland Brisbane Academic Progression Monitoring Procedure requires a minimum of 80% attendance in each semester of study.
- c) Pay all program fees by the due date for each semester of study.
- d) Maintain visa length overseas student health cover (VLOSHC) for the entire period of their study in Australia.
- e) Advise TAFE Queensland Brisbane of any change to their address or contact details (including email address and mobile number) within 7 days of the change

## 13 Program Withdrawal due to Visa Rejection

- 13.1 Where a student visa application is rejected prior to program commencement, TAFE Queensland Brisbane will refund tuition fees paid less an administration charge. Refer TAFE Queensland Brisbane Fee Schedule [page 5]. The refund application must be supported by a copy of the visa rejection letter from DIBP.
- 13.2 If the student visa application is rejected by DIBP after program commencement, and study has been undertaken, TAFE Queensland Brisbane will charge pro-rata tuition fees for the period of study in addition to the administration charge. Refer TAFE Queensland Brisbane Fee Schedule [page 6]. The refund application must be supported by a copy of the visa rejection letter from DIBP.
- 13.3 If DIBP cancel a student's visa after program commencement TAFE Queensland Brisbane will charge pro-rata tuition fees for the period studied in addition to the administration charge. Refer TAFE Queensland Brisbane Fee Schedule [page 5]. The refund application must be supported by a copy of the visa cancellation letter from DIBP.

## 14 Program Withdrawal due to the granting of Permanent Residency

- 14.1 International students with pending applications for permanent residency are required to pay tuition fees by the due date.
- 14.2 Students granted permanent residency after start of study must provide International Student Administration with documentary evidence of this visa change.
- 14.3 There is no refund of tuition fees available to students granted permanent residency after program/semester commencement.
- 14.4 No refund of overseas student health cover is available for students granted permanent residency.

## 15 Program Withdrawal - ELICOS Programs

- 15.1 If a student withdraws from their ELICOS program **for any reason** (including failure to meet program entry requirements), but excluding visa rejection:
- a) More than 28 days before program commencement  
TAFE Queensland Brisbane will refund tuition fees paid, less an administration charge of 20% of tuition fees payable. The ELICOS enrolment fee is non-refundable.
  - b) Less than 28 days before program commencement  
TAFE Queensland Brisbane will refund tuition fees paid less an amount equivalent to 12 weeks of ELICOS tuition. If student is enrolled for less than 12 weeks, no refund will be paid. The ELICOS enrolment fee is non-refundable.
  - c) After program commencement  
TAFE Queensland Brisbane will not refund tuition fees.
- 15.2 If during their ELICOS program a student successfully meets the English language entry requirements and all other conditions for entry into a TAFE Queensland Brisbane formal program, the student may apply to credit the balance of ELICOS tuition fees paid to their TAFE Queensland Brisbane formal program. This applies where a student has 3 or more full weeks of ELICOS study remaining and will incur an administration fee. Refer TAFE Queensland Brisbane Fee Schedule [page 5].
- 15.3 TAFE Queensland Brisbane will adjust the ELICOS tuition fee payable according to the actual number of ELICOS weeks studied. Written notice must be received by TAFE Queensland Brisbane at least 2 weeks prior to the new ELICOS end date. Part weeks are

counted as full weeks; monies are not transferable to any other student and are otherwise non-refundable. The ELICOS enrolment fee is non-refundable.

- 15.4 The ELICOS 'free study' weeks offered to students from time to time are undertaken at the end of the ELICOS study period specified on the offer of place. ELICOS free study weeks are undertaken as study only, and are non-transferrable and non-refundable.
- 15.5 ELICOS students who do not commence class on their CoE start date and fail to advise the Region in writing 48 hours prior to the CoE start date will forfeit the tuition fees paid for any weeks missed. The Region will not transfer the weeks missed to later ELICOS classes or refund any ELICOS tuition fees.

## 16 Program Withdrawal - Formal Program/Package Programs

- 16.1 If a student withdraws from their formal program **for any reason** (including failure to meet program entry requirements), but excluding visa rejection:
- a) More than 28 days before program commencement  
TAFE Queensland Brisbane will refund tuition fees paid, less an administration charge of 20% of tuition fees payable.  
TAFE Queensland Brisbane will not refund any money paid as a deposit towards tuition fees to secure a place in the program.  
Deposits are non-refundable.
- b) Less than 28 days before program commencement  
TAFE Queensland Brisbane will refund tuition fees paid, less an administration charge of 30% of tuition fees payable.  
TAFE Queensland Brisbane will not refund any money paid as a deposit towards tuition fees to secure a place in the program.  
Deposits are non-refundable.
- c) After program commencement  
TAFE Queensland Brisbane will not refund tuition fees.
- 16.2 The above penalties apply if a student has received an offer and paid either full semester tuition fees or future deposits towards packaged programs (e.g. Certificate 3 and Diploma package).
- 16.3 If a student 'fast tracks' and completes their program in a period less than the timeframe specified in the Offer of Place, the student will not be entitled to any refund of tuition fees.
- 16.4 **Deferral:** If a student has an approved deferral and then withdraws from study, the tuition fees are non-refundable.

## 17 Provider Default

- 17.1 In the unlikely event that TAFE Queensland Brisbane is unable to deliver a student's program in full, the student will be offered a refund of the unexpended prepaid tuition fees paid to date. The refund will be paid within 2 weeks of the day on which the program was withdrawn. Alternatively, TAFE Queensland Brisbane may offer enrolment in an alternative program of study. The student has the right to choose either a refund of unexpended program fees or to accept a place in another program. If choosing placement in another program, the student will be required to sign a document indicating that they have accepted the new offer of place.
- 17.2 Any refund due to a default of TAFE Queensland Brisbane as the registered provider is covered by the provisions of the Education Services of Overseas Students Act 2000 (the ESOS Act) (as amended).

## 18 Overseas Student Health Cover (OSHC)

- 18.1 Students who purchase OSHC through TAFE Queensland Brisbane, then withdraw from study to return to their home country and will not be returning to Australia, may be entitled to a partial refund of OSHC. Students must formally advise TAFE Queensland Brisbane of this decision to cancel their enrolment in writing and apply for a refund of overseas student health cover direct with the provider.

## 19 Payment of Refund

- 19.1 All refund requests must be submitted to International Student Administration on QF217 International Student Refund Request.
- 19.2 All international student refund requests are subject to the approval of the General Manager (or delegate).
- 19.3 In accordance with the ESOS Act, refunds issued due to visa rejection by DIBP must be paid directly to the student's account.
- 19.4 Other approved refunds will be paid to the account nominated by the student.
- 19.5 If the student is under the age of 18, payment will be made to the parent/legal guardian of the student.
- 19.6 In accordance with the ESOS Act (as amended), TAFE Queensland Brisbane will process eligible refunds within 4 weeks of receiving the completed refund application.
- 19.7 All refunds will be paid in Australian Dollars.
- 19.8 Students may appeal refund decisions by writing to the General Manager within 5 days of receiving notification.

## 20 Privacy Statement

- 20.1 Students are aware that their personal information may be shared between TAFE Queensland Brisbane and the Australian Government and designated authorities as per the ESOS Act 2000 (as amended) and The National Code 2007. This information includes, but is not limited to, personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of student visa conditions.
- 20.2 Students applying under streamlined visa processing arrangements agree that TAFE Queensland Brisbane may disclose all information deemed relevant to the nominated university provider.
- 20.3 Students agree that TAFE Queensland Brisbane will use the email address supplied by the student as a point of contact for formal notifications and any information the Region deems necessary.
- 20.4 Students agree that TAFE Queensland Brisbane will access Visa Entitlement Verification Online (VEVO) services at any time to confirm their visa status, work and study rights.
- 20.5 Students agree that TAFE Queensland Brisbane will release information pertaining to their enrolment (excluding academic records), attendance and account details to their education agent.

# International Student Terms and Conditions of Enrolment and Refund Conditions

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- 20.6 Student's personal information will not be disclosed to any other third party without their consent, unless authorised or required by law.
- 20.7 Students must complete a student authority to release information form (QF031) to enable the release of information to third parties (education agent not included). Students under the age of 18 years old will have their personal information, attendance details, progress and results disclosed to their parent/guardian upon request.

## Schedule of Fees

21.1 The schedule below outlines TAFE Queensland Brisbane fees. All fees are non-refundable and non-transferrable.

Fee Type	Standard Fee	University Pathway Fee (SVP)
Program Change	\$500	\$1000
Deferral	\$250	\$250
Administration Fee/Re-instatement Fee	\$150	\$150
Late Payment	\$250	\$250
Visa Rejection	\$300	\$300
Refund (excludes Visa Rejection)	\$10	\$10

\*Students who have their COE cancelled, as a result of not informing TAFE Queensland Brisbane of their current contact details and require a new COE will be charged the Re-instatement fee.

## 21 Student Declaration

- 22.1 I have read, understood and agree to abide by the TAFE Queensland Brisbane International Student Terms and Conditions of Enrolment.
- 22.2 I understand that the terms and conditions of enrolment with TAFE Queensland Brisbane are subject to change and agree to abide by the current version available on the TAFE Queensland Brisbane website
- 22.3 I understand that this agreement, and the availability of complaints and appeals processes, does not remove my right to take action under Australia's consumer protection laws.

<b>Student Name</b> (print)		
<b>Student Signature</b>		<b>Date</b>
<b>Parent/Guardian Name</b>		
<b>Parent/Guardian Signature</b>		<b>Date</b>

## Glossary of Terms/Definitions

Terms	Definition
<b>CoE</b>	A Confirmation of Enrolment is a document generated via PRISMS which confirms the enrolment of an international student at TAFE Queensland Brisbane. The CoE provides details of the program, duration of study, start and end dates and cost. International students require a CoE to obtain a Student Visa for travel to Australia.
<b>CRICOS</b>	Commonwealth Register for Institutions and Courses for Overseas Students
<b>DE</b>	Department of Education
<b>DIBP</b>	Department of Immigration and Border Protection
<b>ELICOS</b>	English Language Intensive Course for Overseas Students
<b>Offer of Place</b>	An Offer of Place is a letter formally notifying an international student that TAFE Queensland Brisbane intends to offer a place of study and outlines all the relevant conditions of entry
<b>OSHC</b>	Overseas Student Healthcare Cover (OSHC) - All International students on a student visa are required by the Australian Government to have mandatory Visa Length Overseas Student Health Cover (VLOSHC). OSHC is designed to cover the costs for medical and hospital care for international students whilst in Australia and can only be purchased through an approved OSHC provider.
<b>PRISMS</b>	Provider Registration and International Students Management System The management system used by the Department of Education and DIBP to record international student program enrolment details
<b>SVP</b>	Streamlined Visa Processing (SVP) allows students from Assessment Level 2, 3 & 4 countries to be assessed under the same or similar criteria as an Assessment Level 1 country (as long they study an eligible program).