

TERMS AND CONDITIONS - IMPORTANT:

Please read before you sign the acceptance form.

1. UTS College 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) (UTS College). UTS College is a controlled entity of the University of Technology Sydney. Students are enrolled as students of UTS College and not of UTS.

2. Attendance

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

3. English Language Programs

- 3.1 Each 10 block (level) of English consists of 200 hours of face to face teaching.

4. Course fees

- 4.1 Course fees must be paid at least 28 days before the first day of each course.
- 4.2 If not using the FEE-HELP loan scheme, fees must be paid in Australian dollars by one of the payment options listed above.
- 4.3 UTS College reserves the right to vary fees and/or course dates at any time.
- 4.4 Course fees do not cover the cost of accommodation, living expenses, textbooks, stationery or other equipment.

5. Course commencement

- 5.1 A course commences on the first day of Welcome Week of the course

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

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

7. Cancellation and refunds

- 7.1 Course fees will be refunded only in the following circumstances:
- (1) UTS College cancels the course;
 - (2) UTS College receives written notice of the student's withdrawal from the course on or before the census date.
- 7.2 Course fees will not be refunded if the student withdraws from the course after the census date.
- 7.3 Where a refund of fees is approved, any fees paid through the FEE-HELP loan scheme will be remitted to Department of Education, Skills and Employment (DESE).

8. Applying for a refund

- 8.1 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 College Student Centre and submit this to Student Centre staff.

9. Termination

- 9.1 UTS College reserves the right to expel a student for any serious breach of discipline. Fees will not be refunded.

10. Grievance resolution

- 10.1 UTS College has policies and procedures in place for the hearing of student difficulties and grievances. If you are not satisfied with the outcome, UTS College has an independent dispute resolution process available
- 10.2 This agreement does not remove the student's right to take further action under Australia's consumer protection laws.

11. Student Privacy

- 11.1 UTS College acknowledges and respects the privacy of students. It is required under the Privacy Act 1988 (Cth) to comply with the Australian Privacy Principles. UTS College is also a public sector agency, and so is subject to the Privacy and Personal Information Protection Act 1998 (NSW).
- 11.2 UTS College collects, holds, uses and discloses personal information to perform its core functions and activities, as set out in the UTS College Privacy Policy at www.utscollege.edu.au/privacy. Common situations in which UTS College discloses personal information to overseas and to third parties are listed below:
- to other education providers involved with UTS College, to perform our core functions and activities, where UTS College operates in overseas jurisdictions;
 - to government, regulatory and professional bodies, to fulfil UTS College'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 block/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)
- 11.3 The Commonwealth 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.
- 11.4 The UTS College Privacy Policy contains information about students' rights to access and correct their personal information, make privacy complaints, and how UTS College will deal with those complaints.
- 11.5 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 [E]
www.utscollege.edu.au/privacy

12. Tuition Assurance

- 12.1 For UTS College's Tuition Assurance arrangements please refer to <https://www.utscollege.edu.au/au/statement-of-tuition-assurance>

13. Definition

In these Terms and Conditions, the following definitions apply:

- 13.1 Course: For Academic courses, one semester of study in a UTS Foundation Studies program or UTS College Diploma course; and
- 13.2 Academic course: UTS Foundation Studies program or UTS College Diploma.
- 13.3 In the application form CRICOS means: Commonwealth Register of Institutions and Courses for Overseas Students.
- 13.4 Block: A 10-week period of enrolment in English which allows the completion of one English level.