

OVERSEAS STUDENT ENROLMENT AGREEMENT

Student Details

Student Number: _____

Student Name: _____

Member Institution: _____

Course Information

Course of Enrolment: _____

Conditions of Enrolment: _____

Year / Semester of Commencement: _____

Course Money Payable

Tuition fees: ** _____

Additional fees (specify details): _____

Total amount payable: _____

Amount paid up front: _____

Amount payable per semester: _____

** A maximum of 50% of the total tuition cost for the course can be taken prior to commencement

Personal Information Policy

The Sydney College of Divinity and its Member Institutions may provide your personal information to third parties (eg. educational institutions such as universities, colleges, State Government accreditation bodies, Australian Government bodies such as Department of Education, Centrelink and the Department of Immigration and Border Protection and the Tuition Protection Service and the ESOS Assurance Fund Manager) in order to provide you with educational services and assess your academic progress or suitability.

The information shared may include your personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach of your student visa conditions. This information will be shared with the Department of Immigration and Border Protection as required to monitor your course progress and visa status.

You can request access to your health and personal information by contacting the Privacy Officer or Registrar of your Member Institution.

Student Obligations

As an overseas student you have a legal obligation to notify the Sydney College of Divinity, through your Member Institution, of any change to your address while enrolled in the course listed above.

REFUND POLICY

Introduction

The Sydney College of Divinity Refund Policy has been developed in accordance with Section 28 of the ESOS Act 2000.

A copy of this policy must be given to all intending and enrolling overseas students before any tuition fees are paid. The tuition fees are reviewed each year and the revised tuition fee implemented on 1st January each year.

Overseas students are required to pay their tuition fees up-front in full at the start of each semester unless special arrangements have been made in writing.

Overseas students are required to maintain satisfactory course progress to complete the course within the expected duration, taking at least one unit that is not by distance or online learning in each compulsory study period.

Refund if a Student defaults

A student may withdraw from a unit or course at any time in a semester during their course of study, however, the student needs to be aware of the consequences of such an action.

Students may withdraw from units without academic penalty only if notice of withdrawal is submitted in writing to the Registrar by the end of the fourth week of the current semester.

If withdrawal occurs in writing up to the end of the fourth week of the current semester, the tuition fee for the unit(s) will be refunded in full, however a withdrawal fee may be charged to the student. A written request to the Registrar in the case of exceptional circumstances (see below) may waive the withdrawal fee. The refund will be paid to the student within four weeks of the date of withdrawal.

If a student withdraws after the end of the fourth week of the semester of the unit in question, a Fail grade will be given and tuition fees for the current period will not be refunded. If there are exceptional circumstances around this withdrawal a written request needs to be sent to the Registrar seeking a refund and detailing the exceptional circumstances. A full or pro-rata refund (based on the number of weeks into the semester the withdrawal occurs) may be made in such cases.

Any fees paid in advance for an upcoming semester not yet commenced will be refunded in full.

A written request for withdrawal due to exceptional circumstances may be accepted as grounds for a total or partial refund of fees subject to the student providing acceptable documentary evidence in support of their claim. Exceptional circumstances may include:

- Inability to obtain a student visa
- Illness or disability
- Failure to meet English language requirements for admission
- Death of the student or a close family member (parent, sibling, spouse, child)

Refund if the Provider defaults

The process for refunds if the registered provider defaults is outlined in the written agreement between the provider and the student, in line with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001, and will be followed by the registered provider.

In the case of provider default, an overseas student will receive a total refund of the course money paid. The student may alternatively choose to accept an offer into a suitable alternative course, either arranged by the provider (at the provider's expense), or arranged by the Tuition Protection Service. If the student accepts the offer (in writing) into a course as arranged under these circumstances, the provider is relieved of its obligation to provide a refund.

Payment of Refund

In the case of Provider default, the refund owed to the student will be paid within two weeks after the default day. In the case of student default, the refund owed will be paid within four weeks after the default day.

The payment will be made in the same currency as the fees were originally paid.

The refund will normally be paid to the student. If the student wishes the refund to be paid to a third party (eg in the event that the fees were paid by another person) the student must provide a letter of authority signed by both the student and the receiving

party and including account details of the receiver, enabling the provider to pay the other party.

If the student is offered an alternative place of study, any refund will be paid directly to the new institution accepting the student. Refunds in the form of transfer of fees to another institution will be made subject to the student presenting evidence of acceptance into that institution.

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.

Agreement

I accept this agreement and my responsibilities and obligations as outlined above.

Signature of Student

Date