

Terms and Conditions

1. GENERAL TERMS AND CONDITIONS

These Terms and Conditions are applicable to all students studying at the University of Adelaide College through Kaplan Higher Education Pty Ltd ABN 85 124 217 670 CRICOS 03127E (the 'College') including English Language Programs delivered by the College (CRICOS 03147E) and Foundation Studies, Degree Transfer and Pre-Master's programs delivered under agreement with the University of Adelaide (CRICOS 00123M).

1.1. Policies and procedures: All College students are subject to the policies and procedures that are published on our website (currently at www.college.adelaide.edu.au/policies/) and in the College student handbook, including those dealing with student misconduct, assessment, progression, enrolment deferral and cancellation, complaints and appeals, and refund. Students must review these policies and procedures and ensure they understand and comply with the most up to date version of our policies and procedures at all times.

1.2. Late arrivals, vacations and absences: All students are expected to attend class from the first day of their program. No refund is given for time missed due to arrivals after the published program commencement date, vacations, absences or public holidays. Such periods of absence will not be replaced by a free extension of any program. No refunds or substitutions will be made for classes missed due to non-College external exams, excursions, orientation period or other obligations that fall outside the normal teaching schedule. Classes are not held, and many campus facilities are closed, on public holidays. All published program dates start on a Monday, but if the Monday is a public holiday, the program start will fall on the Tuesday. Students may request written permission for late arrival up to 2 weeks from their published program commencement date. Students who propose to arrive 2 or more weeks after the program commencement date will be required to catch up on the work that they have missed. While every effort will be made to assist the student to catch up on program content, the student is ultimately responsible. Late arrivals will be assisted with registering and joining the program. The student will have a responsibility to undertake an online orientation upon commencement.

1.3. Campus facilities: Students are advised that campus facilities may not be available during study breaks. Details are available from the Student Services Team or Reception staff at the College.

1.4. Placement: The College may place a student into the most appropriate class and to postpone subjects/courses to the following semester/trimester where there is an insufficient number of students for that class or subject/course.

1.5. Program changes: The College may change program dates, program curricula, tutors and programs at any time at its discretion. However, in cases where the program is rescheduled before the first class and the new date is unacceptable to the student, all unused tuition fees will be refunded.

1.6. Tuition fees: The student or student's family agrees to pay the total tuition fee and any additional charges in accordance with the fee schedule for the current year published on our website (currently at www.college.adelaide.edu.au). Students who do not finalise their payments within the first two weeks will have their enrolment cancelled. All refunds are made in accordance with the College Refund Policy. Tuition fees include lessons, orientation, placement and progress testing and a College certificate upon successful completion of the program. The College may withhold the granting of a certificate from a student if the student's tuition fees or any other fees remain outstanding.

1.7. Repeat payment: Students repeat a course/subject or courses/subjects or semester/trimester will incur charges based on the current year's published tuition fees at the time of payment.

1.8. Late payment: A fee of AUD 100 applies on unpaid accounts 30 days after the date the payment was due.

1.9. Books and materials fees: Students may be required to purchase textbooks, workbooks, stationery, software and other required learning materials at an additional cost. Details of any additional costs are in the College student handbook or the relevant program or unit outline.

1.10. Additional services: Any additional services (such as travel, telephone costs, excursions, medical costs, special diet, non-College exams and enrolment amendments) are not included in any fees unless specifically stated on a valid invoice from the College. Students wishing to arrange homestay accommodation and/or airport transfer can obtain further information at www.college.adelaide.edu.au/accommodation/.

1.11. Privacy: Personal information collected by the College or the University of Adelaide, which includes information that identifies a student and information regarding a student's program progress and attendance, may be shared by or between the College and the University of Adelaide and by either of them with the Australian government, or State and Territory governments, and their designated authorities, the Tuition Protection Scheme, the agent that recruited the student (unless specifically excluded), the student's parents (if under 18), College staff and contractors, and between the College and the University of Adelaide and related body corporates of the College and their staff, contractors and insurer. This information may include personal information about you which is considered sensitive information, contact details, program enrolment details and changes, program results, and the circumstance of any suspected breach by the student of a visa condition. The College's Privacy Policy outlines further information about the handling of personal information by the College (at www.college.adelaide.edu.au/privacy/). You may contact our Privacy Officer at

privacy@kaplan.edu.au if you have any enquiries about your personal information or if you wish to make a privacy complaint.

1.12. **Medical costs:** The College is hereby authorised to seek medical treatment should the College or a staff member acting on its behalf consider such action necessary for a student. The student agrees to indemnify the College for any expense, loss, damage or liability whatsoever suffered or incurred as a result of authorising and arranging such emergency medical treatment.

1.13. **Photography, filming and sound recording:** The College or its representatives may arrange to photograph or shoot video footage of students for promotional or marketing purposes, in print and/or online, at any time, including during graduation ceremonies. Any student who does not wish to participate should advise the College staff or its representative at the time of booking and state at the time of the photographing or video shooting that they do not wish to participate, and remove themselves.

2. THE UNIVERSITY OF ADELAIDE FEES

2.1. The University of Adelaide program fees will depend on the student's choice of undergraduate or postgraduate degree program and point of entry. Further information is available on the University of Adelaide website, currently at www.adelaide.edu.au.

3. DEFERRAL, SUSPENSION AND CANCELLATION OF ENROLMENT

3.1. A student may apply to defer their studies on the grounds of compelling or compassionate circumstances such as their own ill health or that of a very close relative. All applications for deferral from a program of study must be made in writing or using the relevant form available from the College. Students should refer to the College's Deferral, Suspension and Cancellation of Enrollment Policy (currently available at www.college.adelaide.edu.au/policies) for details of the circumstances in which their enrolment may be deferred, suspended or cancelled, before submitting their application.

3.2. A student's enrolment at the College may be suspended or cancelled in accordance with the College's Deferral, Suspension and Cancellation of Enrollment Policy (currently available at www.college.adelaide.edu.au/policies), including on the grounds of misbehavior by the student, the student's failure to pay amount(s) owing to the College in accordance with this agreement or a breach of program attendance or progression by the student.

4. REFUNDS

4.1. The College's Refund Policy is currently available at www.college.adelaide.edu.au/policies. All students must read the Refund Policy before accepting an offer of admission from the College. Students requesting a refund are required to do so in accordance with the Refund Policy. Approved refunds are paid in Australian dollars into the same bank account it was paid from. Tuition fees are not transferable to other students.

5. INTERNATIONAL STUDENTS

5.1. **Visa information:** It is the responsibility of the student to arrange all applicable travel permits or visas and to have a valid passport for their whole period of study. The student may be asked to make payment for their first study period before any of their visa documentation is issued. A Confirmation of Enrolment (CoE) may not be issued by the College until payment for the first study period has been received as per the Offer of Admission and the enrolment agreement has been signed and returned to the College by the student. The enrolment agreement includes reference to the pre-arrival information and grievance procedures information.

5.2. **Student visa obligations:** Student visa holders are required to maintain compliance with all applicable visa conditions including providing the College with a current residential address, mobile number, email address and who to contact in emergency situations, as well as notifying the College of any change in these details within 7 days of the change, maintaining satisfactory academic progress and attending a minimum of 80% of their program. Students that fail to commence their enrolled program or fail to meet the requirement for 80% attendance or satisfactory academic progress will be reported to the Department of Home Affairs (DoHA). Any school-aged dependents accompanying overseas students to Australia will be required to pay full fees if they are enrolled in either a government or non-government school.

5.3. **Health insurance:** Health insurance is compulsory for student visa holders and their accompanying family members. Students are required to provide proof of health insurance at the time of their enrolment. Students will not receive a Confirmation of Enrolment (CoE) until they have obtained satisfactory health insurance for the length of their visa. The Australian government requires all students on student visas to join the Overseas Student Health Cover (OSHC) scheme, a health insurance plan for overseas students in Australia. Students must ensure that payment is made for compulsory OSHC before their visa is issued and that the insurance provides adequate coverage for the duration of the student's visa.

5.4. **Codes of practice:** The College abides by the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018* (the National Code) and the *Educational Services for Overseas Students Act 2000* (Cth) (ESOS Act). Further information about the National Code can be obtained at internationaleducation.gov.au/regulatory-information/.

5.5. **Living expenses:** Migration regulations in Australia require international students to show evidence that they can contribute to the cost of living and studying in Australia. Further information can be obtained at www.studyinaustralia.gov.au or www.homeaffairs.gov.au.

6. CONSUMER PROTECTION

6.1. These Terms and Conditions, and the right to make complaints and seek appeals of decisions and actions under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

6.2. Students will be advised of any changes to these Terms and Conditions that may result from a directive of the governing body of the College or the University of Adelaide, or from a change in government legislation or regulation. Any dispute, claim or other matter arising will be subject to the laws of South Australia.

6.3. Students who are dissatisfied with a decision made by the College may submit a complaint to the College in accordance with the relevant College Grievance, Complaints and Appeals Policy (currently available at www.college.adelaide.edu.au/policies). If a student is dissatisfied with the outcome of a complaint and subsequent appeal, they may also submit an application for review of the College's decision or action to the Overseas Student Ombudsman (www.ombudsman.gov.au).

7. DECLARATION

Upon submitting an application to the College, and subsequently undertaking any study at the College, the student (or their authorised representative on the student's behalf – if the student is under 18 years of age):

7.1. Declares that the information provided in their application form is true and complete in every detail.

7.2. Understands that giving false or incomplete information may lead to the refusal of their application or cancellation of their enrolment.

7.3. Has read and understood these terms and conditions, the published information in the College brochure and on the College (and the University of Adelaide) website and has sufficient information about the College to enrol.

7.4. Authorises the College or its representatives to retain their photo image for identification purposes and consents to the use of any photographs or video footage taken of the student for promotional or marketing purposes, in print and/or online (including at a graduation ceremony), at any time without further consent or notification. Any student who does not wish to participate should advise the College at the time of the photographing or video shooting of their wish not to participate and will remove themselves.

7.5. Authorises the College to provide the University of Adelaide, or any other educational institutions to which the student is seeking admission, any required relevant official records and other personal information relevant to their application or studies. The student also gives the College permission to obtain official records from any educational institution the student attends or has attended and from the University of Adelaide after their studies at the College have finished.

7.6 Authorises and consents to the College to validate his/her qualifications and release copies of academic transcripts to prospective employers, when/if required.

7.7. For international students, the student understands that the College will collect information during their enrolment in order to meet its obligations under the ESOS Act and the National Code and to ensure the student complies with the conditions of their visa and the student's obligations under Australian immigration laws. The authority to collect information is contained in the ESOS Act, ESOS Regulations and the National Code. The international student authorises the College to provide information including personal and contact details, program enrolment details, and the circumstances of any suspected breach of their student visa conditions to the Australian Government, the Tuition Protection Service (if relevant) and any other designated authorities. The student also understands that this information can be disclosed without their consent where the College is authorised to or required to by law.

7.8. Understands and consent to the collection and handling of personal information in accordance with the College's Privacy Policy (available at www.college.adelaide.edu.au/privacy/).

7.9. Accepts liability for payment of all relevant fees identified in these Terms and Conditions, the College brochure and on the College (or the University of Adelaide) website. The student also understands the circumstances in which refunds will not be applicable as set out in these Terms and Conditions, including the College's Refund Policy, and that fees may increase with notification from the College during the program. For international students, the student has also read the information provided in relation to living expenses and they understand that the cost of living in Australia may be higher than in their own country, and the student confirms that they can meet those costs.

7.10. Understands and agrees to abide by all the College policies and procedures (currently available at www.college.adelaide.edu.au/policies/).

7.10. Agrees to notify the College of their contact details, including their current residential address, mobile number (if any) and email address, and who to contact in emergency situations. The student also agrees to notify the College of any change in those details

within 7 days of the change.

7.11 Acknowledges that the College reserves the right to change terms, conditions or policies without prior notice in order to meet its legislative requirements, or to follow **directive of the governing body of the College or the University of Adelaide**.
and agrees to keep themselves up to date with the changes occurring by checking regularly the website and/or speak to staff at the College.

The following websites may be of use for international students:

- Education Services for Overseas Students (ESOS): internationaleducation.gov.au
- Department of Home Affairs: www.homeaffairs.gov.au
- Australian Department of Foreign Affairs and Trade: www.dfat.gov.au
- Australian Quarantine and Inspection Service: www.agriculture.gov.au
- Overseas Student Ombudsman: www.ombudsman.gov.au