

## **TERMS AND CONDITIONS – IMPORTANT:**

**Please read before you sign the acceptance form.**

### **1. Insearch 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) (Insearch). Insearch is a controlled entity of the University of Technology Sydney. Students are admitted as students of Insearch and not of UTS.

1.2 The UTS Foundation Studies programs are UTS programs, delivered by Insearch (CRICOS Provider Code 00859D) on behalf of UTS (CRICOS Provider Code: 00099F), at its campus in Haymarket.

### **2. Assessment of Genuine Temporary Entrant (GTE) and Genuine Student (GS) Requirements**

2.1 Prior to finalising your admission to Insearch and upon receipt of your acceptance of this offer, Insearch reserves the right to undertake an assessment of Genuine Temporary Entrant and Genuine Student requirements set by the Department of Home Affairs. For further information please refer to: <https://www.homeaffairs.gov.au/Trav/Stud/More/Genuine-Temporary-Entrant>

2.2 The assessment may be carried out directly by Insearch or by an Insearch Authorised Representative. For a list of Insearch Authorised Representatives please refer to: <http://www.insearch.edu.au/How-to-apply/International-Students>

As part of the assessment you may be required to provide further documentation or to participate in an interview relating to GTE and GS criteria.

2.3 Failure to provide the requested documentation or failure to participate in the interview will result in automatic cancellation of this offer.

2.4 On receipt of the requested documentation and completion of the interview, if Insearch is not satisfied that you have met the GTE or GS criteria, Insearch reserves the right to withdraw this offer.

2.5 As part of the assessment process Insearch or its Authorised Representative must also authenticate all documents provided with your application to date. Insearch reserves the right to withdraw this offer if fraudulent documentation has been provided with the application form.

### **3. Package programs**

3.1 International students may be offered a package program, which consists of an English language course and one or more Academic course. Students must satisfactorily complete the English language course before proceeding to the Academic course.

3.2 A student may be required to repeat the English language course if they do not complete it satisfactorily. The student will be required to pay an additional fee for the repeated course.

3.3 Students will receive a 5% discount off the total English tuition fees when packaging an English program with one or more Academic courses. This discount will no longer apply if the student does not progress to study the Academic Course component of the package.

### **4. Attendance**

4.1 Australian government regulations state that it is a condition of a student visa that a student must attend 80% of the course.

4.2 Insearch requires students to attend a minimum 80% of the course.

### **5. International student processing fee and course fees**

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

5.2 International students who have not studied full-time with Insearch before must also pay a one-off international student processing fee.

5.3 Fees must be paid in Australian dollars by bank cheque, bank draft or credit card.

5.4 Fee amounts quoted are at the current fee levels. Insearch reserves the right to vary fees and/or course dates at any time. You should factor the likelihood of an annual tuition fee increase into your budget, which in recent years has been 2-4%, as well as the impact of fluctuating exchange rates if you are using funds from overseas.

5.5 The international student processing fee and course fees do not cover the cost of accommodation, living expenses, textbooks, stationery or other equipment.

5.6 You are required to have Overseas Student Health Cover (OSHC) for the entire time you are in Australia on a Student Visa. OSHC is payable upfront as a lump sum for the full length of your Student Visa. The OSHC quoted in this offer is only payable to Insearch if you wish Insearch to arrange cover on your behalf. Insearch arranges cover with Medibank Private. If you do not want Insearch to arrange cover on your behalf, you must arrange OSHC for yourself. The cost of the cover may differ between insurers and the plan you choose.

### **6. Course duration and additional fees**

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

6.2 If a student defers their course after payment of tuition, the course commencement date is the first day of orientation of the course into which the student had originally admitted.

6.3 Students will be advised of the course duration prior to enrolment. Students who require extra semesters to complete their course will be required to pay additional fees.

### **7. Change of Contact Details**

7.1 While on a student visa students are required by government legislation to notify staff in the Insearch Student Centre of any changes of contact details (including residential address, phone and personal email address) within 7 days. Students 18 years of age or over can do this by logging into e-Student and making the required change themselves.

7.2 Students must also advise Insearch who to contact in emergency situations.

### **8. Accommodation**

8.1 Insearch requires at least 14 days' notice to arrange Homestay and Airport Welcome service. Additional terms and conditions and fees apply. Accommodation booking fees and Airport Welcome fees are not refundable under any other circumstances.

8.2 Students not wanting to use a homestay service may wish to investigate other accommodation options at the following link: <https://www.insearch.edu.au/student-life/accommodation>.

8.3 All students under the age of 18, requiring a UTS Insearch Confirmation of Appropriate Accommodation and Welfare (CAAW) for visa purposes, must use the Airport Welcome service.

### **9. Cancellation and refunds**

Course Commencement Date is the day on which the course was scheduled to start (the first day of Orientation)

9.1 The international student processing fee will be refunded only if Insearch cancels the course in which the student is admitted and will not be refunded under any other circumstances.

9.2 Full course fees will be refunded in the following circumstances:

- (1) Insearch cancels the course;
- (2) the student provides written evidence that an application for a student visa has been rejected by the Australian government (this does not include where a student visa renewal is rejected or a student visa has been cancelled because of a breach of visa conditions)

9.3 A partial refund of course fees will be given in the following circumstances:

- (1) 80% of tuition fees will be refunded if Insearch receives written notice of cancellation of enrolment from the student at least 28 days prior to the course commencement date for which the student is admitted.
- (2) 50% of tuition fees will be refunded if Insearch receives written notice of cancellation of enrolment from the student 28 days or less before the course commencement date for which the student is admitted.

9.4 Course fees will not be refunded if:

- (1) The student cancels their enrolment on or after the course commencement date except in compassionate or compelling circumstances.
- (2) The student arrives in Australia after the course has commenced.

9.5 Full Homestay fees (Homestay Booking fee and Homestay fees) will be refunded in the following circumstances:

- (1) If Insearch is unable to provide Homestay accommodation
- (2) If the host family has violated the terms and conditions of their Homestay Provision agreement and a suitable replacement family cannot be found
- (3) If the student lodges a serious grievance about their Homestay family and it is found to have merit
- (4) In instances where accommodation arrangements have not yet been made by Insearch.

9.6 Homestay fees (but not Homestay Booking fee) will be refunded in the following circumstances:

- (1) A request to cancel homestay is received 28 days or more before the service is to be offered.
- (2) If the student pays for more than the initial 5 week homestay fee and gives 2 weeks written notice of departure prior to completing that initial 5 week homestay, any fees in excess of the initial 5 weeks will be refunded in full.

9.7 Airport Welcome service fees will be refunded in the following circumstances:

- (1) Insearch cancels the course;
- (2) The student provides written evidence that an application for a student visa has been rejected by the Australian government (this does not include where a student visa renewal is rejected or a student visa has been cancelled because of a breach of visa conditions)
- (3) Insearch is unable to provide Homestay accommodation and or Airport Welcome service
- (4) A written request to cancel Airport Welcome is received 24 hours or more before the service is offered.

9.8 A full refund of the Special Diet Surcharge will be made if Insearch receives written notice of a cancellation of this request 48 hours or more before the student's arrival. Where written advice of this is received less than 48 hours before the student's arrival the first two weeks' Special Diet Surcharge will be forfeited but any further payment made will be refunded.

9.9 For Special Host arrangements the Homestay Booking fee will be refunded only if Insearch is notified of a cancellation in writing before the Special Host assessment has been undertaken.

9.10 The Education Services for Overseas Students Act 2000 (Cth) (TPS) provides that Insearch must not receive more than 50% of a student's total tuition fees for a course before the student has begun the course. Any payment in excess of 50% of the tuition fee requested will need to be refunded to the student. The student, or the person responsible for paying the tuition fees, can choose to pay more than 50% of their tuition fees before they start their course if they wish to do so. Written advice of this preference must be provided to Insearch at time of payment.

9.11 The Tuition Protection Service (TPS) is an initiative of the Australian government to assist international students whose education provider is unable to fully deliver their course of study. The TPS ensures that international students are able to either

- complete their studies in another course or with another provider or
- receive a refund of their unspent tuition fees.

9.12 If a student applies for a package course and receives a package discount, but subsequently decides to cancel or withdraw from the package course, the package discount will no longer apply.

## **10. Applying for a refund**

10.1 Students wishing to apply for a refund need to apply in writing. Onshore students should complete an Application for refund of fees form available from the Insearch Student Centre office and submit this to Student Centre staff. Students who have not yet arrived in Australia should forward their written request for a refund to Student Admissions.

### **Students sponsored by an external body**

10.2 Refunds for students with external sponsors will be made payable to the Cultural Mission or other body responsible for managing the sponsorship.

### **All other students**

10.3 Refunds for other students will be paid to the student, unless the student makes a written request that the refund is paid to one of the following third parties:

- A third party who originally paid the student's fees to Insearch e.g. one of the student's parents. The student must provide evidence that the third party made this payment by providing Insearch with a statement from the third party's financial institution e.g. a credit card statement.
- Another Australian education provider, where the student has been released by Insearch to that education provider.

10.4 Approved refunds will be paid to the student in their home country or to the third party in their home country. If the student is currently in Australia, the student can make a written request that the refund is paid in Australia on the following grounds:

- If the student has obtained or applied for another type of visa to remain in Australia. The student must provide a copy of the visa or visa application.
- If Insearch has excluded the student from studying at Insearch and the Department of Home Affairs has been notified of this.
- If the student has a fee credit due to overpayment.

## **11. Termination**

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

## **12. Transfer of fees to other institutions**

12.1 If a student wishes to transfer prepaid course fees from Insearch to another institution, they may apply to the Student Centre for permission. Insearch has absolute discretion in determining whether an application for transfer of fees will be approved.

12.2 If a transfer is approved, it will be made payable to the new provider, unless the student can provide evidence that fees have already been paid to that institution. Any transfer of fees to the University of Technology Sydney will be made directly to the student.

12.3 If a transfer of fees is approved, Insearch reserves the right to retain a percentage of those fees to cover administrative costs.

### **13. Grievance resolution**

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

13.2 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.

### **14. Student Privacy**

14.1 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).

14.2 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](http://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 third party providers of accommodation and welfare services
- 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).

14.3 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.

14.4 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.

14.5 Provision of personal information is voluntary, but if it is not provided, Insearch may be unable to process the student's application.

14.6 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](mailto:privacy@insearch.edu.au)

### **15. Sponsored Students**

If I am a sponsored student, the personal information collected by Insearch, including academic progress, results, attendance or financial standing, will be disclosed to my sponsor, my embassy, cultural mission or any third party appointed by my sponsor, my embassy and/or cultural mission.

### **16. Record Keeping**

Students are responsible for keeping a copy of their written agreement. Written agreements comprise the complete Offer letter and a copy of the signed Acceptance form. Students are also responsible for keeping receipts for any payment of any tuition fees or non-tuition fees as well as any accommodation and welfare contracts.

### **17. Definition**

In these conditions, course means:

17.1 the number of terms of full-time English language study that has been paid for;

17.2 for Academic courses, one semester of study in a foundation or diploma course; and

17.3 for package programs, the English language course plus one semester of study in an Academic course.

17.4 Academic course – foundation program or diploma

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