



CRICOS Provider Code: 02948J (NSW)  
CRICOS Provider Code: 02904K (QLD)

## Enrolment Agreement – Overseas Student

### **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:* \_\_\_\_\_

### **Personal Information Policy**

The Sydney College of Divinity and its Member Institutions may provide your personal information to third parties (e.g. educational institutions such as universities, colleges, State Government accreditation bodies, Australian Government bodies such as DEST, Centrelink and the Department of Immigration and Citizenship and the Tuition Assurance Scheme 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 Citizenship 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 1<sup>st</sup> January each year.

Overseas students are required to pay their tuition fees up-front in full 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.

In the event that an offer of a place is withdrawn by the College on the grounds that the original offer was made on the basis of incomplete or incorrect information supplied by the student, the college reserves the right to withhold 10% of the tuition fee paid for the first semester and to refund the balance

#### **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 4.00 pm on the Census Date applicable to the unit in question.

If withdrawal occurs in writing up to 4.00 pm on the Census Date the tuition fee will be refunded in full, however a withdrawal fee will 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 Census Date of the unit in question, a Fail grade will be given and tuition fees 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 may be made in such cases.

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 have the option to have refunded the total of course money paid, less the amount relating to provider expenses incurred for the student for the course before the day of default. 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 assurance scheme. 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 receiving a written claim from the student as per the ESOS Act 28(3).

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.

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Signature of Student

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Date