



## SECTION 5 – EMERGENCY CONTACT DETAILS

Please provide the contact details of a family member or friend we can contact in an emergency. Students under 18 years of age must provide parent contact details.

Surname or Family Name																Given Name(s)										
Number and Street																										
Suburb/Town/City																Postcode/ZIP										
Country																Relationship										
Home Phone Number (include country code)	+						Mobile Phone Number (include country code)	+																		
Email Address (an email address is mandatory so we can send them correspondence)																										

## SECTION 6 – VISA AND OVERSEAS STUDENT HEALTH COVER (OSHC)

Do you hold a current Australian visa?  Yes  No If yes, what visa type?  Expiry date (DD/MM/YYYY)  /  /

Where will you lodge your student visa application?  In Australia  Outside of Australia

Have you been refused a visa from any country including Australia for any reason?  Yes  No *If yes, you will be asked to provide full details and copies of any documents.*

Do you already have OSHC cover?  Yes  No If yes, name of current provider?  Expiry date (DD/MM/YYYY)  /  /

If no, please tick  the type of OSHC that you require:  Single  Couple  Family (one/both parents with one or more children)

## SECTION 7 – EDUCATION

### (a) Education summary

Please list details of your previous education and training (high school, tertiary) which will be used to assess your eligibility for your course of study. Please attach certified copies of full academic transcripts.

Highest qualification/level of study

Qualification (eg. A-Levels, Year 12, Diploma, Degree etc)	Institution name	Country	Year finished

### (b) Current studies in Australia

Are you currently studying in Australia?  Yes  No *If yes, please complete the details below and provide a copy of your currently held electronic Confirmation of Enrolments*

Institution name  Course  Date started (DD/MM/YYYY)  End date (DD/MM/YYYY)

## SECTION 8 – RECOGNITION OF PRIOR LEARNING

Recognition of prior learning (RPL) is a process for giving candidates credit for skills, knowledge and experience gained through working and learning. It can be gained at any stage of their lives, through formal and informal learning, in Australia or overseas, through work or other activities such as volunteering.

Are you applying for RPL?  Yes  No *If yes, please provide certified copies of academic transcripts and details of courses e.g. syllabus documents, details and references on work experience*

## SECTION 9 – HOMESTAY AND ARRIVAL SERVICES

### (a) Students 18 years and over

Please tick  if you require:

Homestay placement

Airport pickup

*If you have ticked either box, further information will be sent to you.*

### (b) Students under the age of 18 years

International students under 18 years of age must have appropriate accommodation and welfare arrangements for their period of study in Australia. Students under 18 years of age must have a NSW resident guardian/carer. Parents must nominate one of the following accommodation and welfare options:

I will nominate a guardian who is a suitable relative resident in NSW who will act in matters relating to the welfare and progress of the child. For further details please refer to the Department of Immigration and Border Protection (DIBP) website [www.border.gov.au](http://www.border.gov.au)

I request that TAFE NSW arrange Homestay, guardianship and airport pickup. Fees apply, see [www.studyintafe.edu.au/study/tafe/fees](http://www.studyintafe.edu.au/study/tafe/fees)

## SECTION 10 – DISABILITY SUPPORT

Do you have a disability that requires TAFE NSW to assist you in your learning environment?  Yes  No *Please refer to Terms and Conditions*

If yes, please provide details

## SECTION 11 - GENUINE TEMPORARY ENTRANT (GTE) ASSESSMENT

ALL APPLICANTS MUST COMPLETE THIS PART OF THE FORM

### About this section

This section helps TAFE NSW assess whether you meet the Australian Government's Genuine Temporary Entrant (GTE) criteria. It is important that the section is correctly completed and that all required documentation is attached. See [www.border.gov.au/StudyinAustralia/Documents/direction-no-69.pdf](http://www.border.gov.au/StudyinAustralia/Documents/direction-no-69.pdf)

If you (i) are applying for a student visa from outside Australia and (ii) you are required by DIBP to provide proof of funds with your visa application, you must then complete this section through a TAFE NSW Representative. TAFE NSW may at its discretion require applicants from other countries also to apply through a representative. (Please check DIBP requirements at <https://www.border.gov.au/Trav/Visa-1/500->. Find TAFE NSW representatives at [www.studyintafe.edu.au](http://www.studyintafe.edu.au))

Offer letters will be issued only if TAFE NSW considers that you meet the GTE requirements. In addition to assessment of this section, TAFE NSW may interview you as part of the GTE assessment process.

1. Please explain the value of your TAFE NSW course to your career – include your career plan, future employment in your country and expected income. (If the space provided below is not enough please provide your answers on a separate sheet)


2. Explain how the TAFE NSW course relates to your previous education and (if applicable) previous employment.


3. Is this course available in your country? If so, explain why you want to study the course in TAFE NSW.


4. Have you, your dependants or others in your immediate family had any previous visa application rejections?  Yes  No

If so, by which country, when and for what reason? (Please attach refusal letter)

Country  Date (DD/MM/YYYY)  Reason

5. If your last studies occurred more than 6 months ago, please explain what you have been doing since that date.


6. Relationship status:  Single  Married  De Facto

If married what was date of marriage? Please provide copy of marriage certificate.

7. Do you have any dependants?  Yes  No If Yes, how many?

Will any under 18 dependants accompany you to Australia?  Yes  No If Yes, how many?

8. Please check student visa financial requirements at <https://www.border.gov.au/Trav/Visa-1/500->. You will be able to check if you are required to provide proof of financial capacity with your visa application. You can also check the evidence options and the amounts required under each option.

I have checked the website and understand the financial requirements for a student visa  Yes  No

9. Do you have access to sufficient funds to support you and your dependants (if any) for the 12 months ( as per table below) in Australia?  Yes  No  
This includes tuition fees, travel costs, living costs as outlined on the DIBP website: <https://www.border.gov.au/Trav/Visa-1/500->

Expense	Per person	Amount required in AUD	
Travel	Applicant	Return airfare to Australia	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Dependants	One return airfare to Australia per person	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
Tuition	Applicant	Course fees for one academic year	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Dependants	School fees for dependant(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
Living 12 months living costs	Applicant	\$19,830 per year	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Partner	\$6,940 per year	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
	Child	\$2,790 per year	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

10. If you are required to provide financial evidence with your student visa application according to <https://www.border.gov.au/Trav/Visa-1> please choose one of the following options to meet the evidence requirements (TAFE NSW may request financial evidence from other countries):

(i) Funds to cover the costs of 12 months of fees, living cost and cost of travel to Australia (including if applicable living, travel and education costs of dependants)  Yes – If Yes, then go to 11.1 or

(ii) Annual income of \$60,000 (if accompanied by family, \$70,000)  Yes – If Yes, go to 11.2

11.1. Attach (i) proof of funds and (ii) proof of your relationship with the sponsor, (iii) evidence of sponsor's income. Funds must be either a money deposit with a financial institution, loan or scholarship/sponsorship. In case of bank loans in some countries only DIBP approved banks are acceptable. Your application will be processed without documents, however a full offer will be issued only on receipt of documents.

11.2. Attach (i) proof of annual income and (ii) proof of your relationship with the income earner. Income must be your parent's or spouse's income only. Combined parental income is acceptable. Proof must be in the form of official government documentation such as income tax assessment for the last year. Your application will be processed without documents, however a full offer will be issued only on receipt of documents.

12. Are you aware of the work restrictions while studying full-time in Australia?  Yes  No  
[www.border.gov.au/Trav/Visa-1/500](http://www.border.gov.au/Trav/Visa-1/500)

13. Do you have any relatives in Australia?  Yes  No

If yes, please provide details of their names and relationship to you and immigration status (temporary resident, permanent resident, citizen)

Name	Relationship	Immigration status

14. Please indicate the type of accommodation you intend to live in while studying with TAFE NSW.

Homestay  Relative  Friend  Shared accommodation  Other (Please specify)

If you have pre-arranged accommodation please provide the address

Number and Street

Suburb/Town/City  Postcode/ZIP

### ASSESSMENT – TO BE COMPLETED BY THE TAFE NSW REPRESENTATIVE

- Applicant's TAFE NSW course is related to their previous studies or employment  Yes  No
  - Applicant has career goals and has researched the value of the TAFE NSW course to their future  Yes  No
  - Applicant's knowledge of TAFE NSW, course, location and living arrangements is satisfactory  Yes  No
  - Applicant has a strong incentive to return to their home country and does not have strong incentive to remain in Australia  Yes  No
  - Applicant has realistic expectations of costs for them and all their family members  Yes  No
  - Applicant's previous visa and travel history is satisfactory  Yes  No
  - Applicant has realistic expectations about their ability to find work and their likely income in their location  Yes  No
  - I have checked the applicant's documents, including financial and academic documents, and verified copies are attached  Yes  No
  - I consider that this applicant meets DIBP's Genuine Temporary Entrant (GTE) criteria  Yes  No  Recommend interview by TAFE NSW
- I therefore recommend that an offer be given to this applicant  Yes  No

I confirm that I have briefed the applicant and the applicant's parents (if applicant is under 18) on the Terms and Conditions relating to this application and that I have provided the applicant with relevant information on TAFE NSW and the course consistent with the requirements of the ESOS Act 2000 and the National Code 2007.

Signature of TAFE NSW Representative making recommendation

Print Name

Date (DD/MM/YYYY)  /  /

Are you a registered agent with TAFE NSW?  Yes  No

Branch Office

Phone Number (including country code) +

Email Address

Agent  
Representative  
Stamp

### TO APPLY

This application should be emailed to the preferred TAFE NSW location as listed below.

Sydney, Illawarra, Western and Riverina	Northern Sydney, Hunter and North Coast	Western Sydney	South Western Sydney
intadmissions@tafensw.edu.au Phone: +61 2 9217 4106	nsi.international@tafensw.edu.au Phone: +61 2 9942 3539	wsi.international@tafensw.edu.au Phone: +61 2 9715 8700	swsi.international@tafensw.edu.au Phone: +61 2 8713 6545

# TERMS AND CONDITIONS

Your application to enrol as an international student will be assessed by TAFE NSW. An offer will be issued to you only if you meet admission requirements, including academic, English language and student visa requirements as assessed by TAFE NSW.

TAFE NSW defines a study period as the following:

- > A standard Vocational semester consists of 2 terms, with a total of 18 teaching weeks.
- > A standard Higher Education semester consists of 2 terms, with a total of 15 teaching weeks.
- > English language courses are delivered in 5 week sessions.

All fees in these terms and conditions are shown in Australian Dollars (AUD).

## 1 REVIEW OF TUITION FEES

TAFE NSW reserves the right to review its fees and charges. If tuition fees are changed you will be required to pay the new fees from the commencement of the next semester. If you defer your course, you will be required to pay the fees applicable at your new commencement date.

Fee increases for students who have commenced and re-enrol in the same course or a new course within a package of courses will be limited to a maximum of 10 percent of the original fee.

## 2 VARIATION OF TUITION FEES

### I. Vocational courses

If you are required to repeat units or to re-sit assessments during the standard duration of your course (as indicated by your e-Confirmation of enrolment), then additional fees may apply. The additional fees will be the same as those applicable to domestic students repeating units or re-sitting assessments.

If you extend the original duration of your course or are granted a variation to your study load due to recognition of prior learning, if the number of hours of study is less than 50 percent of a standard semester load a pro-rata fee will apply. However, if the number of hours of study is equal to or more than 50 percent of a standard semester load, a full semester fee will apply.

### II. Higher Education courses

If in a semester you are approved to enrol in less than a standard semester load, fees will be charged on a per-subject basis.

Such approvals will be given only where you obtain recognition of prior learning or are exempted from certain subjects in a semester or where your study load is reduced as part of an academic intervention strategy.

## 3 TAFE NSW VOCATIONAL, HIGHER EDUCATION AND PACKAGED PROGRAMS

### I. Payment of fees

- > New students must pay the registration fee, English language tuition fee (if applicable), Overseas Students Health Cover (OSHC) for the length of the visa, and the course tuition fees by the due date stated in the letter of offer. This must be paid prior to the start of the course.
- > If a TAFE NSW Diploma is packaged with a Higher Education course then students will be required to pay a non-refundable course fee of \$4,500. This fee will be used towards the Higher Education component of their package.
- > The following table shows the payment arrangements before commencement for new students for Vocational or Higher Education courses or packages of English language, Vocational and/or Higher Education courses.

STUDY OPTIONS	FIRST PAYMENT	DUE DATE	SECOND PAYMENT	DUE DATE
VET only	One semester* of VET tuition fees	As per statement of fees	Not applicable	Not applicable
COMBINED English language 25 weeks or less + VET	Full English language tuition fees + \$2,000 VET tuition fees (students studying less than 10 weeks of English must pay one semester of VET tuition fees)	As per statement of fees	Balance of semester's VET tuition fees if applicable	3 weeks before VET course commencement
COMBINED English language more than 25 weeks + VET	Maximum of 50 percent of the total English language tuition fees + \$2,000 VET tuition fees	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period
			Balance of semester's VET tuition fees	3 weeks before VET course commencement
COMBINED VET + TAFE NSW Higher Education	One semester* of VET tuition fees + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
COMBINED English language 25 weeks or less + VET + TAFE NSW Higher Education	Full English language tuition fees + \$2,000 VET tuition fees (students studying less than 10 weeks of English must pay one semester of VET tuition fee) + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of semester's VET tuition fees if applicable	3 weeks before VET course commencement
			Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
COMBINED English language more than 25 weeks + VET + TAFE NSW Higher Education	Maximum of 50 percent of the total English language tuition fees + \$2,000 VET tuition fees + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period
			Balance of semester's VET tuition fees	3 weeks before VET course commencement
			Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
TAFE NSW Higher Education only	One semester of Higher Education tuition fees	As per statement of fees	Not applicable	Not applicable
COMBINED English language 25 weeks or less + TAFE NSW Higher Education	Full English language tuition fees + \$4,500 non-refundable Higher Education tuition fees (students studying less than 10 weeks of English must pay one semester of Higher Education tuition fees)	As per statement of fees	Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement
COMBINED English language more than 25 weeks + TAFE NSW Higher Education	Maximum of 50 percent of the total English language tuition fees + \$4,500 non-refundable Higher Education tuition fees	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period
			Balance of semester's Higher Education tuition fees	3 weeks before Higher Education course commencement

\* 50 percent of tuition fees will be charged for courses less than 12 months duration and more than 6 months duration.

# TERMS AND CONDITIONS

- > Tuition fees for Higher Education or vocational and packaged programs are payable within 4 weeks of receipt of an offer to study at TAFE NSW. If you apply within 4 weeks of the course commencement date, the fees are payable within 7 days of receipt of the offer letter.
  - > Continuing English language students (with offers of more than 25 weeks) must pay the balance of their tuition fee for their English language course of study by the due date on their additional fee statement (2 weeks before the commencement of the next study period) or a late payment fee of \$200 will apply. Failure to pay the fees may lead to cancellation of enrolment. Academic results will be withheld when fees are outstanding.
  - > Continuing Higher Education and/or vocational course students must pay the tuition fee for their next study period by the due date on their fee statement (2 weeks before the commencement of the next study period) or a late payment fee of \$200 will apply. Failure to pay the fees may lead to cancellation of enrolment. Academic results will be withheld when fees are outstanding.
- II. Change of course/location and fees
- > Once an electronic Confirmation of Enrolment (eCoE) has been issued to you and you wish to change your course or location before or during the course period, an application to change course/location must be lodged with TAFE NSW. Approval of the application is not guaranteed.
  - > Different tuition fees may apply for the same/different course at same/different location. Where a change of course/location is approved, and a higher tuition fee applies for the same/different course at the same/second location, you must pay any difference in the fees applicable before you can enrol in the same/second course/location.
  - > If a lower fee applies for the same/different location/course at the same/second location, you can either apply for a refund of the excess fee or the excess will be carried forward as a credit to next semester fee.
- III. Refund policy for Higher Education or Vocational Course only or Higher Education or Vocational Course component of a packaged program
- > This refund policy will apply only when TAFE NSW has issued you with an eCoE, regardless of whether you have or have not submitted your application for a student visa.
  - > There is no refund for days designated as Australian/NSW public holidays.
  - > Processing fee, application/registration fee, accommodation placement fee (including guardianship arrangement) and airport pick-up fee are not refundable.
  - > The tuition fee of \$4,500 paid towards the TAFE NSW Higher Education component of a package is non-refundable upon the acceptance of the offer, except in the case of a visa refusal.
- Tuition fees paid are not refundable if:
- > A student fails to comply with the conditions of enrolment at TAFE NSW.
  - > A student breaches any of the visa requirements of his or her visa as imposed by the Australian Government.
  - > A student requests a transfer to another provider prior to the completion of 6 months of their principal course in TAFE NSW and this request is not approved.
  - > A student withdraws from their vocational course on or after the commencement date of the course of study.
  - > A student withdraws from their higher education course after the relevant census date. Census dates are listed in the Higher Education calendar [www.tafensw.edu.au/courses/tafe-nsw-degrees/academic-calendar](http://www.tafensw.edu.au/courses/tafe-nsw-degrees/academic-calendar)
  - > A student/parent provides false or misleading information (unless a refund is applicable under the ESOS Act).
- Part or whole of the tuition fees paid are refundable under the following circumstances:
- > If your application for a visa to study in TAFE NSW is refused before commencing a course, then a deduction of \$300 or 5 percent of the tuition fees paid, whichever is the lesser, will apply.
  - > If you commence a TAFE NSW course before your student visa application has been processed and it is subsequently rejected, a pro-rata refund of tuition fees paid will be made.
  - > TAFE NSW will refund 90 percent of the tuition fees paid if you withdraw from your Higher Education and/or vocational course 4 weeks (28 days) or more before course semester commencement.
  - > TAFE NSW will refund 80 percent of the tuition fees paid if you withdraw from your Higher Education and/or vocational course within the final 4 weeks (28 days) before the course semester commencement.
  - > TAFE NSW will refund 75 percent of the tuition fees paid for a vocational course where you:
    - (a) Receive an offer for an undergraduate course which is not offered by TAFE NSW Higher Education in an Australian university immediately following the completion of the NSW Higher School Certificate; and
    - (b) Withdraw from the course no later than 14 days after the start date to take up your place in a higher education degree course.
- > TAFE NSW will refund pro-rata tuition of the vocational course fees paid from the date of becoming an Australian permanent resident, minus a \$300 processing fee if you have been granted permanent residency after your application and before or during a TAFE NSW course.
  - > TAFE NSW will refund pro-rata tuition of the vocational course fee paid from the date of becoming a temporary resident, minus a \$300 processing fee and minus any temporary resident tuition fees if you have been granted temporary residency after your application and before or during a TAFE NSW course.
  - > TAFE NSW will refund 50 percent of the tuition fee paid for a Higher Education course if you withdraw from the course on or after the course commencement but before the relevant census date.
  - > TAFE NSW will refund 100 percent of tuition fees paid of the Higher Education course, less the \$300 processing fee, if you become a permanent resident on or before the relevant census date. TAFE NSW will not refund any tuition fees paid of the Higher Education course if you become a permanent resident after the relevant census date.
  - > TAFE NSW will refund pro-rata tuition fees paid of the Higher Education course from the date of becoming a temporary resident, minus a \$300 processing fee, if you have been granted temporary residency after your application and before or during a TAFE NSW course on or before the relevant census date. TAFE NSW will not refund any tuition fees paid of the Higher Education course if you become a temporary resident after the relevant census date.
- IV. Refund Procedures
- > You must complete a TAFE NSW Refund Application Form and attach all supporting documents. The Refund Application Form is available for download from [www.studyintafe.edu.au](http://www.studyintafe.edu.au)
  - > Your refund will be processed within 4 weeks of receipt of your completed refund application if all the required documents are provided. Should TAFE NSW withdraw a location/course the student has enrolled in, the refund will be processed within 2 weeks. A written statement will be provided to the student to explain how the refund is calculated.
  - > If you are returning home, TAFE NSW may access VEVO to confirm your location prior to processing the refund.
- V. Deferrals
- > In a package offer if you do not reach the level of English specified in the letter of offer for the vocational/Higher Education course, you may defer commencement of your Higher Education and/or vocational course until the next available intake for that course. However, if you withdraw from that course, TAFE NSW will refund tuition fees paid for the vocational course minus a \$300 processing fee.
  - > If you obtain a deferral of the Higher Education and/or vocational component of your combined packaged course and fail to enroll on the deferred start date the following will apply:
    - If you requested a deferral 4 weeks (28 days) or more before the original course start date then 90 percent of the tuition fees paid will be refunded.
    - If you requested a deferral within the final 4 weeks (28 days) before the original course start date then 80 percent of the tuition fees paid will be refunded.
    - If you requested a deferral after the commencement of your original course you will not be eligible for a refund.
    - If you have not requested a deferral within 2 months of the start date of your course, tuition fees paid will be forfeited.
    - If there is an increase in course fees for the deferred start date you will be liable to pay the new semester tuition fees in order for the new eCoE to be issued.
- VI. Suspensions
- > If you obtain a suspension to your enrolment after the commencement of the semester, a pro-rata transfer of the remainder of the current semester's tuition fee may be granted. The fee transferred, if any, will be held towards tuition for the semester that you are returning to as an international student. You will be required to pay any balance prior to resuming the studies. If you decide not to recommence studies, or you recommence the course as a temporary or permanent resident, no refund of the fees transferred will be made.

# TERMS AND CONDITIONS

## 4 TRANSFERS

- I. Transfer to a TAFE NSW Higher Education Course
  - > TAFE NSW will transfer the tuition fees from your vocational course to a TAFE NSW Higher Education course if you withdraw from the vocational course and enrol in the TAFE NSW Higher Education course within 14 days after the semester commencement.
- II. Transfer between TAFE NSW Higher Education for Higher Education or TAFE NSW for Vocational Courses
  - > Once an eCoE has been issued to you, you must remain enrolled in the Higher Education or vocational course for at least one semester at the TAFE NSW location stated in your offer of enrolment. An application for a change of location before completion of one semester will be approved only in exceptional circumstances.

## 5 TAFE NSW ENGLISH LANGUAGE COURSE FEES AND REFUNDS

- I. Payment of Fees
  - > New students must pay the application fee, English language tuition fee (as applicable) and Overseas Students Health Cover (OSHC) for the length of the visa by the due date stated in the letter of offer. This must be paid prior to the start of the course.

STUDY OPTIONS	FIRST PAYMENT	DUE DATE	SECOND PAYMENT	DUE DATE
English language 25 weeks or less	Full English language tuition fee	As per statement of fees	Not applicable	Not applicable
English language more than 25 weeks*	Maximum of 50 percent of the total English language tuition fee	As per statement of fees	Balance of English tuition fees	2 weeks before the second study period*

\* English language courses over 25 weeks the study period is 10 weeks.

- II. Transfer of Fees
  - > If you complete your English course at TAFE NSW earlier than expected and there is a further general English course available at the centre, any remaining fees will be applied to the new course. If you enrol immediately in a TAFE NSW vocational course, the remainder of your paid English tuition fees will be transferred to the TAFE NSW course.
  - > If you are accepted into a TAFE NSW course before you complete your English course, we will transfer to that course the remainder of your paid fees as at the end of the English course session/term in which you are enrolled at the time of transfer. No fees will be transferred to other institutions or persons.
- III. Refund Procedures
  - > All applications for refunds must be made in writing and must contain the eCoE form, receipt for course fees and certified copies of any supporting documentation. Applications for refund can be found on our website: [www.studyintafe.edu.au](http://www.studyintafe.edu.au)
  - > No refund will be paid to a third party unless the student indicates the name, address and bank account details of the person to whom the refund should be paid. If these details are not provided, the refund will be sent to the student's address as indicated in Part 1 of the application form or the refund form.
- IV. Refund Policy for TAFE NSW English Language Courses
  - > A \$100 processing fee applies to all refunds except when a student visa is refused.
  - > Course fee refunds are calculated from the date a written refund application is received only, on the following basis:
    - The English Language Centre will refund 100 percent of the English language course fee paid if your application for a visa to study in Australia is rejected.
    - The English Language Centre will refund 100 percent of the English language course fee paid if the course you have enrolled in is cancelled by TAFE NSW.
    - The English Language Centre will refund 90 percent of the English language course fee paid if you withdraw from the course 4 weeks (28 days) or more before the commencement date of the course of study.
    - The English Language Centre will refund 80 percent of the English language course fee paid if you withdraw within the final 4 weeks (28 days) before the commencement date of the course of study.
  - > There will be no course fee refund on or after the commencement date of the course of study.
  - > If you provide TAFE NSW with false or misleading information or documents, or breach your visa conditions, no refund will be made. For visa conditions please refer to: [www.border.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students](http://www.border.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students)
  - > There is no refund for days designated as Australian/NSW public holidays.
  - > The processing fee, application fee, accommodation placement fee (including guardianship arrangement) and airport pick-up fee are not refundable.
- V. INFORMATION REGARDING A DISABILITY (SECTION 10 OF THE APPLICATION)
  - > If you have a disability, relevant information is requested to establish whether you require the provision of additional services or facilities not required by students who do not have a disability.
  - > After consideration of your requirements, if the provision of these services or facilities would impose "unjustifiable hardship", for example, a very high cost on TAFE NSW, your enrolment may be refused or additional fees may apply. You will be advised in writing of our decision.
  - > The provision of additional services or facilities should not be seen as a guarantee of successful completion of a course. TAFE NSW reserves the right to terminate a student's enrolment if the provision of reasonable adjustment is unsuccessful and further provision of services or facilities is determined as unjustifiable hardship.
- VI. PROVIDER DEFAULT
  - > If TAFE NSW is unable to deliver the accepted course at the agreed location, you will be offered a refund of the unused portion of the pre-paid fees. The refund will be paid to you within 2 weeks from the day you are advised of the course cancellation. Alternatively, you may be offered enrolment in another course/location by TAFE NSW.
  - > If an alternative course/location is offered, you have the right to choose whether you would prefer a refund of the unused course fees paid or to accept the place in the new course/location. If you choose to accept the new course/location, TAFE NSW will ask you to sign the acceptance of offer for the new course/location. In this case, the obligations of TAFE NSW would be discharged.
- VII. EXPECTATIONS OF TAFE NSW
 

TAFE NSW will:

  - > Provide the student with the same level of instruction and educational services as normally provided to other students enrolled at TAFE NSW.
  - > Provide an orientation program for the student.
  - > Monitor the welfare of the student and provide counselling and ongoing support while the student is enrolled at TAFE NSW.
  - > Appoint one or more TAFE NSW staff members to act as the point of contact for students who have access to up-to-date details of TAFE NSW's support services for students.
  - > Pay commission to an agent registered with TAFE NSW who submits the student's application.
  - > Monitor, record and assess the course progress of each student for the course in which the student is enrolled, as per the requirements of the National Code. Please refer to the following website: [internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/nationalcodepartd/Pages/ExplanatoryguideD10.aspx](http://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/nationalcodepartd/Pages/ExplanatoryguideD10.aspx)

## 6 OVERSEAS STUDENTS HEALTH COVER (OSHC)

- > All international students are required to pay the visa length OSHC for themselves and all dependent members of their family staying with them in Australia.
- > If you are currently studying in Australia and wish to renew your membership with your provider by yourself, you must provide a copy of your health fund membership records showing your name, membership number, OSHC provider and start date/end date of policy. You should be aware of the benefits/coverage you purchase if you make your own arrangements.
- > TAFE NSW receives a commission from the health insurance provider for processing your OSHC payment.



# TERMS AND CONDITIONS

## 10 EXPECTATIONS OF STUDENTS AND PARENTS

The student (and parent if the student is under 18 years of age) so far as relevant, will ensure the student complies with the following:

- > Must obtain a student visa and comply with student visa requirements.
- > Must commence their enrolment on the date stated on the eCoE and if this is not possible, notify TAFE NSW in writing within 24 hours of the start date on the eCoE.
- > Is subject to the requirements of the National Code and must comply with TAFE NSW enrolment conditions and requirements in respect of international students.
- > For Vocational courses must meet TAFE NSW course requirements and meet the requirements of DE-DIBP Course Progress policy – refer to [www.studyintafe.edu.au/study/tafe/documents-and-forms](http://www.studyintafe.edu.au/study/tafe/documents-and-forms) for the policy and procedures.
- > For Higher Education courses must meet TAFE NSW course requirements and meet the requirements of TAFE NSW Higher Education Course Progress policy – refer to website [www.studyintafe.edu.au/study/tafe/documents-and-forms](http://www.studyintafe.edu.au/study/tafe/documents-and-forms) for policy and procedure.
- > Must not engage in any activity that may endanger their safety or the safety of any other person.
- > Must ensure requirements are met and maintained for accommodation and welfare arrangements for students under 18 years of age.
- > Must pay the required fees when an offer of placement is accepted and fees owing before the commencement of each semester or any date agreed by TAFE NSW.
- > Must notify TAFE NSW immediately if they wish to defer/suspend/withdraw from their course, or there are any changes to their visa status.
- > Must notify the International Student Coordinator at their TAFE NSW location of their residential address, mobile phone number and email address within 7 days of arrival and of any changes to these within 7 days of any change.

## 11 DISCLAIMER

TAFE NSW does not represent or guarantee that the student will:

- > Be accepted for enrolment at a specific TAFE NSW location
- > Successfully complete studies undertaken
- > Gain entry into further tertiary studies.

TAFE NSW accepts no liability for any unexpected interruption in services through events such as staff strikes, electrical failure, floods and other similar events and which cause a cancellation of classes. Fee refunds will not be provided for classes missed due to such events.

## 12 COMPLAINTS PROCEDURE

- > The complaints procedure contained in these terms and conditions of enrolment is available to a student in the event of a grievance in relation to a claimed refund.

## 15 STUDENT DECLARATION (If you are under the age of 18 this declaration must also be signed by your parent or guardian)

- > I/We declare that all information provided with this application form is correct and that I/we have read and understand and agree to be bound by the Terms and Conditions relating to this application (pages 5–8 of this application form).
- > I/We agree that in the event that false, inaccurate or misleading information is provided, TAFE NSW reserves the right to cancel the enrolment.
- > I/We understand that the signed acceptance form, sent by TAFE NSW with an offer letter, will constitute a written agreement between the student and TAFE NSW for the purpose of the ESOS Act 2000 and the National Code 2007.
- > I/We agree to pay the applicable tuition fees set out on [www.studyintafe.edu.au](http://www.studyintafe.edu.au) prior to the commencement and subsequent semesters of the nominated studies. Additionally I/we agree to be jointly or severally liable to the debt arising from fees owing.
- > I/We agree that when I/the student am/is accepted for enrolment in a TAFE NSW location, I/we must comply with and ensure that the student complies with the terms and conditions of enrolment and the TAFE NSW Student Discipline Policy.
- > I/We understand and consent that personal information provided by the student to TAFE NSW may be made available to the health insurance provider, to Commonwealth and State agencies and University Education Partners, pursuant to obligations under the ESOS Act 2000 and the National Code of Practice 2007 and to any contractor(s) engaged by TAFE NSW to provide advice or services in connection with any aspect of TAFE NSW's international students program or

operation. Information about my studies may be made available at the discretion of TAFE NSW to any contractor(s) engaged by TAFE NSW.

- > If the student has a complaint about the services provided by TAFE NSW, attempts should be made to resolve the problem with relevant staff before lodging a written complaint.
- > Full details of the complaints and appeals procedure is available at [www.studyintafe.edu.au/study/tafe/documents-and-forms](http://www.studyintafe.edu.au/study/tafe/documents-and-forms)
- > So far as possible relevant complaints will be handled upon the same basis as complaints from a student or parent ordinarily resident in NSW.

## 13 BREACH OF TERMS AND CONDITIONS

- > Any breach of terms and conditions may result in the termination of the student's enrolment and may affect the student's visa.

## 14 TAFE NSW DECLARATION

- > Personal information you supply and consent to being contacted about is to be used by TAFE NSW in connection with an application for a student to study in NSW. Provision of information is voluntary but, if not provided, the application may be hindered.
- > TAFE NSW will not disclose personal information to outside parties, other than as provided in the application form, unless required by law, you consent or it is needed to prevent serious threat to a person's health or safety. You can access and correct your personal information by contacting TAFE NSW.

Student Signature

Print Name

Date (DD/MM/YYYY)

 /  / 

Parent Signature

Print Name

Date (DD/MM/YYYY)

 /  /