

# Conditions of Placement TasTAFE

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# **Students must read this document carefully before signing the letter of acceptance**

## **Conditions specific to this offer**

This offer is conditional upon your successful completion of Year 12 senior secondary schooling or equivalent.

Each stage of your mainstream program must be successfully completed before you can enrol in the next level and before you can attain the qualification offered.

## **Payment and course offer conditions**

- All payments are the responsibility of the student. Future payment reminders may not be issued.
- If GETI does not receive payment by the due date, you may have to pay a late fee of \$80.
- The cost of tuition detailed in this offer is accurate at the time of signing and applies to this offer only. Please note that tuition and other fees are subject to change and may vary from offer to offer.
- GETI's defined study period is 24 weeks.
- For course offers longer than 24 weeks, GETI requests that you pay 50% of the total tuition fees before beginning your course.
- Following amendments made to the *Education Services for Overseas Student Act 2000* (ESOS Act) in December 2015, persons responsible for paying the fees can choose to pay more than the minimum deposit requested. Please notify GETI if you wish to pay more than the requested fee.
- Where the course duration is 24 weeks or fewer, you must pay the full fees in advance.
- Tuition fees are payable in advance.
- Tuition fees for the full course must be paid even if you finish this course before the specified completion date.
- If you need to repeat any part of the course offered, then extra fees will apply and will be charged at the current rate.
- By accepting the offer of a place in a course at TasTAFE, you are entering into an agreement for the period of the program, as specified in the Letter of Offer. Once you pay your tuition fees, in full or in part, such an agreement exists between you and TasTAFE.
- You must pay tuition and administration fees as set out in the offer letter and future fee letters.
- The tuition fee covers the cost of tuition only. You may also be required to purchase items such as textbooks and equipment related to your course.
- An administration fee of \$50.00/month (capped at \$300.00) is payable for each calendar year of study.
- The administration fee is non-refundable.

*In circumstances where the GETI administration fee is removed from the offer, and you subsequently withdraw from the course or have a visa application rejected, a fee of \$300 will be withheld by GETI from any refund.*

If you wish to change or extend your course after commencement, you must apply for and receive an updated Letter of Offer. This may incur a fee of AU\$80.00. Any further changes that you initiate may incur a charge of AUD\$180.00 for every new Letter of Offer issued.

For any proposed changes to proceed, GETI MUST receive a signed Student Acceptance Form for the updated course, along with any necessary payments.

## Overseas Student Health Cover

Under the compulsory conditions of your Student Visa, you must join the Overseas Student Health Cover (OSHC) Scheme and maintain this cover for the duration of your visa while you are staying in Australia.

Under the OSHC scheme, the health insurance fund will cover you and your dependents for basic medical and hospital expenses in Australia.

Before a Confirmation of Enrolment (CoE) can be issued, you must pay OSHC premiums in advance; and for the duration of the entire length of your student visa.

You are responsible for renewing OSHC when it expires to guarantee the validity of your Student Visa.

GETI refers students to the health insurance fund Medibank Private; however, students may choose to join an alternative, OSHC-approved, health insurance fund if they prefer – sending GETI a copy of this insurance cover agreement.

## Refund Policy

- All refunds will be made payable to the person who paid the initial invoice unless written permission is received authorising payment to a third party.
- All refunds will be paid within 20 working days upon receipt of all required documentation.
- Where a student initiates a course withdrawal, all education agent and administration fees are non-refundable.
- Where a student has attended any classes, a *pro rata* refund may be applicable.
- If fees have not been paid in full at the time of withdrawal, outstanding instalments may still be payable.
- Refunds for compassionate and compelling reasons can only be approved by GETI's Manager.

To claim a refund, please contact GETI Tasmania on +61 3 6165 5727 or email [info@geti.tas.gov.au](mailto:info@geti.tas.gov.au) and request a refund form. This form contains instructions about the information we require. You must complete and return this form to GETI, which assesses your application for refund.

### Refunds for Student-Initiated Withdrawal

Where GETI receives written notice of your withdrawal 14 days or more before the commencement of your course, you may receive a refund of 80% of first semester tuition fees, and 100% of any future, semester tuition fees.

Where GETI receives written notice of your withdrawal less than 14 days before the commencement of your course, you may receive a refund of 50% of first semester tuition fees, and 100% of any future, semester tuition fees that have already been paid.

Where GETI receives written notice of your withdrawal within 21 days after the commencement of your course, you may receive a refund of 50% of the current semester tuition fees, and 100% of any future semester tuition fees that have already been paid.

**After 21 days from the commencement of your course, no refund of current semester tuition fees is available. You may receive a refund of 100% of any future, semester tuition fees that have already been paid.**

Please note that where you can show compassionate and compelling reasons for your withdrawal, a variation to the refund policy may be possible. In such situations you would need to make a written application to the Manager of GETI.

## Refunds for other reasons

If you are not granted a Student Visa by the Australian Government before you commence your course of study, 100% of all paid course fees will be refunded, less GETI's administration fees. To receive this refund, you will need to send a copy of the visa refusal letter to GETI.

If you have already started your studies when you receive notification of your failed visa application (regardless of the visa type), a *pro rata* monthly rate will be deducted from your refund.

Course cancellation: If your course is cancelled or cannot be delivered by TasTAFE, 100% of all paid tuition fees and GETI's administration fees will be refunded. No written request is required.

In the event of a cancellation or non-delivery of a course, you will also be given the option of transferring to the same course at another campus location (if available) or transferring to another CRICOS registered course. In this case, fees already paid would be applied to the new course and you would receive a partial refund if the new course were at a lower cost; or you would need to pay the difference if the new course were at a higher cost. *Such safeguards are guaranteed under the tuition protection service (TPS) in the ESOS Act 2000, which protects students (or intending students) from a provider's failure to start or finish making a course available to a student.*

Date changes to course: If the course does not start on the agreed date and you had withdrawn before the original date, then GETI would refund 100% of all tuition fees and administration fees.

Overseas student health cover (OSHC): Where GETI receives written notice of your withdrawal 14 days before commencement of your health cover, 100% of this amount will be refunded. Where GETI receives your withdrawal notice less than 14 days before the date when your health cover begins (and any time after this date), your refund will be allocated on a *pro rata* basis, as determined by your health care provider.

Tuition fees will not be refunded in whole or part if your enrolment is cancelled, deferred or suspended, except where the Manager of GETI determines that there were compelling or compassionate reasons.

## Deferral, Cancellation or Transfer of Enrolment

### Deferral of Enrolment

Your enrolment may be deferred at any time during your course of study.

Deferring Program Start – if there are delays in the approval of your visa, GETI will, on request, issue an amended Letter of Offer or Confirmation of Enrolment. This deferral will not result in visa non-compliance.

GETI must approve any leave to be taken during scheduled term times. Approval will be based on evidence of compelling or compassionate reasons. You should be aware that leave without approval may have an impact on visa compliance.

### Cancellation of Enrolment

Your enrolment may be cancelled for the following reasons:

You may decide to withdraw from your course and return home; or

You exhibit ongoing, serious misbehaviour, have poor attendance, make unsatisfactory course progress or do not pay your fees.

GETI reserves the right to cancel the enrolment of a student whose progress or attendance falls below the standards required by the *Education Services for Overseas Students (ESOS) Act 2000*; in such a situation no refund of fees would be given.

If your enrolment is cancelled, you will be informed in writing and will have 20 working days to access the Complaints and Appeals process if you wish to contest the cancellation.

## Transfer of Enrolment

You may transfer to other institutions in accordance with the ESOS Act 2000. For more information on the ESOS Act 2000 please visit <http://www.study.tas.gov.au/legislation/>

Please note that under the Student Visa conditions of the Department of Immigration and Border Protection (DIBP), students must study with the education provider at which they were originally enrolled, for the first 6 months of their principal course or for the duration of the course (if it is less than 6 months long).

If you wish to transfer during the first 6 months of your principal course, you need to obtain a release letter from the provider of your principal course. In these circumstances you would need to apply to GETI to change provider.

If your application for transfer is not supported, you may access the Complaints and Appeals process.

Under Simplified Student Visa Framework (SSVF), students can transfer to another course at the same Australian Qualifications Framework (AQF) level. However, students wishing to transfer to a course at a lower AQF level will be required to apply for a new Student Visa.

If you hold a Student Visa under the SSVF with a pathway to the University of Tasmania (UTAS), your principal course is the course at the UTAS. In this situation, if you wanted to transfer to another institution, you would need to apply for a release letter from UTAS.

Such a release might or might not be granted, based on the reasons in your application.

Please visit <http://www.border.gov.au/Trav/Stud/More/Changing-courses> for more details.

### **Please note:**

**Deferment, suspension, cancellation or transfer of enrolment may have an impact of your student visa.**

**GETI must report student withdrawal or default within 5 business days.**

**The Education Services for Overseas Student (ESOS) Framework governs your enrolment and you can read more at <https://internationaleducation.gov.au/Regulatory-Information/>.**

## Student visa conditions

You must comply with the conditions and requirements attached to your Student Visa relating to fees, course performance, class commitment and good conduct. If you fail to do so, DIBP may cancel your visa; and you would then be required to return to your home country.

If you are not meeting these requirements TasTAFE will offer support.

TasTAFE and GETI monitor your student visa conditions regarding: your financial obligations; your course progress, including conduct and commitment; and your class attendance (which cannot fall below 80%).

If you fail to meet these requirements, GETI will write to inform you that it will be advising the DIBP. In such an event you will have 20 working days to access the Complaints and Appeals process if you wish to contest GETI's decision.

GETI must report student withdrawals or defaults within 5 business days. If you wish to transfer from GETI to another education provider, the new provider will need to contact GETI to negotiate the handover of responsibility so that you will have an active CoE in place at all times.

All student visas require that any change to your contact details including address, email or telephone must be communicated to GETI within seven (7) days of the change.

## Australian Government protection for international students

At GETI we want our students to have a safe, rewarding and enjoyable time in Tasmania. Students studying in Australia on student visas are protected by the *Education Services for Overseas Students (ESOS) Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students*. The ESOS Act protects international students by setting consistent standards for education providers; and by providing consumer protection for students.

No matter where you are studying in Australia, international students are protected by the ESOS Act. You can find out more from the Australian Department of Education and Training.

## Use of Personal Information – obligations under the ESOS Act 2000 and the National Code

Please note that:

GETI collects relevant student information during the enrolment process and throughout the student's program.

Unless required by legislation, this information will not be shared without student consent.

GETI may be required to pass on personal information provided by you to other Commonwealth and State agencies.

GETI is required to tell the Australian Department of Education and Training about certain changes to your enrolment and any breach by you of a student visa condition relating to attendance or satisfactory course progress.

Student information is made available to the nominated health insurance fund provider.

Please note that GETI is also bound by the strict privacy rules of the Tasmanian Department of Education's *Personal Information Protection Policy* under which the Department is responsible as custodian for the collection and handling of students' personal information as required by Tasmania's *Personal Information Protection Act 2004*.

## Complaints and Appeals

If you are dissatisfied with decisions that have been made by TasTAFE or GETI, please discuss this with TasTAFE's International Student Advisor or GETI's Manager. Most complaints can be resolved informally.

If you are dissatisfied with the way your complaint has been dealt with informally you may access the formal internal Complaints and Appeals process at TasTAFE. To do this, you would need to draft and send a letter to the Education Manager TasTAFE, explaining your grievance and providing detailed reasons to reconsider the decision taken.

If you remain dissatisfied with the way your issues have been assessed and addressed, you may appeal in writing to the Manager of GETI. This request must:

- detail the complaint and the decision that was made; and
- ask for a review of that decision.

If you are not satisfied with the result or conduct of the complaints process, you may then contact the Tasmanian Ombudsman on 1800 001 170. For further information about the Ombudsman, please see <http://www.ombudsman.tas.gov.au/>. There is no cost to access this service and your enrolment will be maintained while the complaint is ongoing.

This agreement, and the availability of the Complaints and Appeals processes, do not remove your right to take action under Australia's consumer protection laws.