

Terms and Conditions of Enrolment

This acceptance, together with your Letter of Offer, forms your Student Agreement. Read these documents carefully because they contain important information about the conditions that apply to your offer of a study place at YouSTUDY International College.

The Australian Government protects international students through the Education Services for Overseas Students (ESOS) Act. Please read the ESOS Fact Sheet for further information. These terms and conditions are determined in accordance with the Education Services for Overseas Students Act (the ESOS Act, 2000) and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the National Code).

1. GENERAL CONDITIONS

- 1.1. You must read the information provided about YouSTUDY and your study program/s.
- 1.2. For the duration of your study, you must comply with the YouSTUDY Student Rules and all YouSTUDY policies and procedures relating to international students.
- 1.3. Before your study program/s begins, you must provide YouSTUDY with evidence required to satisfy the conditions of entry into the program/s, as outlined in your Letter of Offer or electronic Confirmation of Enrolment (eCoE).
- 1.4. If you fail to satisfy the conditions outlined in your Letter of Offer or electronic Confirmation of Enrolment (eCoE) you will not be permitted to commence your program.
- 1.5. You must supply a copy of your passport and visa to YouSTUDY International College. You must present your original passport and visa if we ask you to do so.
- 1.6. You must pay the monies as shown in your Letter of Offer before we issue your eCoE.
- 1.7. YouSTUDY will not accept payment of tuition fees until:
 - We have received your signed and dated Acceptance of Offer, and
 - You have satisfactorily met all entry conditions stated in the Letter of Offer.
- 1.8. For the duration of your study, you must advise YouSTUDY if you have an illness, injury, disability, learning or support need.
- 1.9. For the duration of your study, you must have the financial capacity to meet tuition and living costs.
- 1.10. School-age dependents between the ages of five (5) and eighteen (18) years of age who accompany you to Australia must attend school in a full time capacity. You are responsible for making all necessary arrangements for the enrolment of your school-age dependents. You will be required to pay full fees for your school-age dependents if they are enrolled in either a government or non-government school.
- 1.11. You must supply YouSTUDY with your current personal email address, Australian residential address, and mobile phone number. You are advised that YouSTUDY uses email as the principle method of communication with you. This includes written notifications and/or intention to report a student under the ESOS Act, 2000. You must advise YouSTUDY International College if you change address or contact details (including email address and mobile number) within seven (7) days of the change in order for you to comply with your visa conditions.
- 1.12. You must immediately notify YouSTUDY International College if you change your Education Agent.

- 1.13. You are advised that limits apply when seeking to transfer from your principal program to another training provider within the first six (6) months of commencement. Conditions for transfer are described in YouSTUDY International Colleges' policies and procedures.
- 1.14. You have the right to use YouSTUDY International Colleges' internal complaints and appeals processes. You have the right to lodge a complaint with the Queensland Ombudsman at <http://www.ombudsman.qld.gov.au/> if you believe YouSTUDY International College has acted in an unlawful or unethical manner. This Agreement, and the availability of complaints and appeals processes, does not prevent a student from taking action under Australia's consumer protection laws.
- 1.15. Students studying on non-student visa types are responsible for ensuring their period of study does not exceed the Department of Home Affairs (DHA) regulations. You are responsible for updating your visa to a student visa, if required. Some students are not able to change to a student visa when onshore. Refer to the DHA website <https://www.homeaffairs.gov.au/> for information about visas.
- 1.16. Programs or qualifications are changed from time to time by Australian Industry Skills Councils (ISCs) to ensure they are current. YouSTUDY International Colleges will advise you of any changes to your enrolled program/s of study.
- 1.17. Onshore students requiring refunds of Overseas Student Health Cover must apply directly to their insurance company.

2. TUITION FEES

- 2.1. Tuition fee payments must be paid by the due date set in Section 3 of your Letter of Offer and acceptance.
- 2.2. If you do not pay tuition fees by the due date you may be excluded from class. Refer to YouSTUDY International procedure International Student Deferral, Suspension, Withdrawal, and Cancellation of Enrolment.
- 2.3. Throughout the duration of your program, you are responsible for payment of service fees including textbooks, stationery, materials fees and other personal expenses.

3. STUDENT ATTENDANCE

- 3.1. Students studying on a Student Visa maintain a minimum of 80% attendance.
- 3.2. Students must attend scheduled course hours to enable completion within the timeframe specified on your Confirmation of Enrolment.
- 3.3. Your enrolment may be cancelled if you cannot maintain attendance and academic progress requirements.

4. STUDENT PROGRESSION

- 4.1. Course progression is monitored by the DOS and Academic Manager.
- 4.2. Student progression into a higher English language program must:
 - Meet the minimum English Language entry requirements; OR
 - Letter of recommendation must be provided by DOS or Academic Manager.
- 4.3. Students who are on a pathway to further education and do not achieve expected course progression may not be able to continue their studies in the original scheduled time frame.

5. COMMENCEMENT / RETURN TO STUDY

- 5.1. If you are unable to commence your program on the required date, you must advise YouSTUDY International College no later than 48 hours prior to that date. We will issue you a new eCoE when the commencement date is has been confirmed.

- 5.2. If you do not commence class on your eCoE start date and you fail to advise YouSTUDY International College in writing 48 hours prior to the eCoE start date, you will forfeit the tuition fees paid for any weeks missed. YouSTUDY International College will not transfer the weeks missed to a later YouSTUDY International College English Language intake and will not refund any tuition fees.

6. PROGRAM DEFERRAL / SUSPENSION

- 6.1. **Deferral of commencement of studies:** Restrictions apply. Under exceptional circumstances you may apply to defer the commencement of your studies for up to six (6) months. Applications to defer commencement of study must be accompanied by supporting documentation and must be lodged with YouSTUDY International College no later than two (2) weeks prior to the commencement of the program.
- 6.2. Approval of a deferral application is at the discretion of Principal (or delegate). Fees will be transferred to the new program start date and be held by YouSTUDY International College for up to six (6) months. Deferred tuition fees are non-refundable.
- 6.3. **Suspension of studies:** Restrictions apply. Under exceptional circumstances you may apply to suspend your studies for up to six (6) months. Applications accompanied by supporting documentation must be lodged no later than 2 weeks prior to the intended temporary suspension. Approval of a suspension of studies application will be at the discretion of the Principal (or delegate).
- 6.4. If you are approved for deferral or temporary suspension of studies and then later withdraw from study, your tuition fees will not be refunded.

7. CANCELLATION OF ENROLMENT

- 7.1. You are advised that YouSTUDY International College must operate in accordance with the Education Services for Overseas Students (ESOS) Act, 2000 and the National Code of Practice, 2018. YouSTUDY International College is required under Section 19 of the ESOS Act, 2000 to advise the DHA about changes to a student's enrolment, and any breach by the student of a visa condition relating to unsatisfactory academic performance, attendance, non-payment of fees or disciplinary reasons.
- 7.2. If you wish to cancel your enrolment, you must submit an Application to Withdrawal Form together with documentary evidence that tells us why you want to cancel. Documentary evidence is mandatory if you wish to withdraw from the program to return to your home country. Your entitlement for refund will be assessed under the International Student Refund Policy. We will not start processing your refund request until we have all necessary documents.
- 7.3. If you wish to apply for release to study with another education provider, you must submit an Application to Transfer between Registered Providers Form, together with the required documentary evidence.

8. VISA REFUSAL

- 8.1. If your student visa application is refused before the program starts, YouSTUDY International College will provide you with a full refund of tuition, materials and enrolment fees, less an Administration Fee as outlined in the [Student Refund Policy](#). You must also give us a copy of the DHA visa decision record.
- 8.2. If your student visa application is refused by DHA after the program has started, YouSTUDY International College will give you a refund of tuition fees that is calculated on a pro-rata basis. You must also give us a copy of the DHA visa decision record.

9. CONSENT AND RELEASE

- 9.1. I hereby irrevocably grant to YouSTUDY International College and others working on its behalf (“the Licensed Parties”), the perpetual, worldwide right to use my name, likeness, voice recording, biographical information, and/or my statements (in their entirety, in part and/or paraphrased; together “the Licensed Materials”), in any medium, whether now know or hereafter invented, and for commercial use, including but not limited to use for promotional or advertising purposes.
- 9.2. I understand that the wording may be edited, lengthened or shortened and used in conjunction with other texts or photographs or other forms of illustration and photos may be retouched or cropped.
- 9.3. I agree that I do not have to approve any promotional document or concept containing the Licensed Materials. I further agree that the Licensed Parties have no obligation to use the Licensed Materials.
- 9.4. I hereby release and discharge the Licensed Parties from any and all claims and demands arising out of or in connection with the exercise of the rights granted in this Consent and Release.
- 9.5. I warrant that this Consent and Release does not conflict with any other existing commitment on my part.
- 9.6. If I **do not** consent to the perpetual, worldwide right to use my name, likeness, voice recording, biographical information, and/or my statements (in their entirety, in part and/or paraphrased; together “the Licensed Materials”), in any medium, whether now know or hereafter invented, and for commercial use I will let the Student Services Team know upon enrolment, and fill out a Non-Consent to Publication Form.

10. PRIVACY STATEMENT

- 10.1. YouSTUDY International College is collecting your personal information in accordance with the Information Privacy Act 2009 to manage your enrolment, training progress, and administration.
 - Students are aware that their personal information may be shared with the Australian Government and designated authorities as per the Education Services for Overseas Students Act 2000 and The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018. This information includes, but is not limited to, personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of student visa conditions.
 - Students agree that YouSTUDY International College will use the email address supplied by the student as a point of contact for any information YouSTUDY International College deems necessary.
 - Students agree that YouSTUDY International College will access Visa Entitlement Verification Online (VEVO) services at any time to confirm their visa status, work and study rights.
 - Students agree that YouSTUDY International College will release information pertaining to their enrolment (including academic records), attendance and account details to their education agent.
 - Students agree that YouSTUDY International College may disclose all information deemed relevant to YouSTUDY International College educational partners.
 - Students are aware that their personal details are provided to the YouSTUDY International College preferred OSHC provider to enable the provision of health cover.

- Student’s personal information will not be disclosed to any other third party without their consent, unless authorised or required by law or YouSTUDY International College deem such disclosure necessary to enable student welfare services be provided (e.g. hospitals, law enforcement agencies, court officers or other similar circumstances).
 - Students must complete a Student Authority to Release Information form to enable the release of information to third parties (education agent not included).
 - Students under the age of 18 years old will have their personal information, attendance details, progress and results disclosed to their parent/guardian upon request.
- 10.2. YouSTUDY’s privacy policy can be downloaded directly from our [website](#) and is also available on request directly from the school (enquiries@youstudy.edu.au).
- 10.3. Personal information collected may also be disclosed to other third parties with your consent or as permitted or required by law. Your information will be stored securely. If you wish to access or correct any of your information, discuss how it has been managed, or have a concern or complaint about the way your personal information has been collected, used, stored, or disclosed, please contact a YouSTUDY International Student Services Team or your teacher. For those students who require assistance in reading and understanding this Privacy Statement, please contact a YouSTUDY International College Student Services Team prior to enrolling.

11. CIRCUMSTANCES WHERE NO REFUND WILL BE ISSUED

11.1. The schedule below outlines circumstances where no refund will be issued. For further information, refer to the International Student [Refund Policy](#) for refund entitlements.

Circumstances	Refund Payable	Further Information
False or misleading information provided by student	No refund	
Cancellation of enrolment for any of the following: <ul style="list-style-type: none"> • Failure to maintain satisfactory progress, • Failure to maintain satisfactory attendance, • Failure to maintain approved welfare and accommodation arrangements, • Official misconduct resulting in cancellation of enrolment or for disciplinary reasons, • Cancellation for non-commencement. 	No refund	
Approved Deferral/Temporary suspension of studies	No refund	Tuition fees can be transferred either in full or pro rata to the next agreed period of study (where applicable).
Change of visa status to permanent resident after commencement of studies	No refund	
If the student does not commence their course on their start date and they fail to advise YouSTUDY International College in writing 48 hours prior to their start date.	No refund	

12. DEFINITIONS

Commencement	The date in which your course or program begins.
Conditional eCoE	A Conditional eCoE is issued to support the Student Visa application process for packaged programs
CRICOS	Commonwealth Register for Institutions and Courses for Overseas Students
DHA	Department of Home Affairs
DOS	Director of Studies
eCoE	An electronic Confirmation of Enrolment is a document generated via PRISMS which confirms the enrolment of an international student at YouSTUDY International College. The eCoE provides details of the program, duration of study, start and end dates and cost. Entry into a study program is dependent on the student successfully meeting and providing evidence of program entry requirements. International students require a eCoE to obtain a Student Visa for travel to Australia.
ESOS Act	Education Services for Overseas Students Act, 2000 (Commonwealth)
GTE	Genuine Temporary Entrant as defined by the Department of Home Affairs (DHA)
OSHC	Overseas Student Healthcare Cover. OSHC covers the medical and hospital care costs for international students whilst in Australia and can only be purchased through an approved OSHC provider. As an international student on a student visa; you must have Overseas Student Health Cover for the entire duration of your stay in Australia.
Letter of Offer	A Letter of Offer is a formal letter. YouSTUDY International College uses this letter to offer you a place of study. It contains important information about the conditions that apply to your program of study.
Licensed Parties	Partner companies or education providers of YouSTUDY International College.
Living Costs	Costs associated with living in Australia, such as accommodation, food, travel and other personal expenses. For further information, please visit the Department of Home Affairs (DHA) website. Information relating to accommodation options can be found on the YouSTUDY International College website at https://www.youstudy.edu.au/accommodation/
National Code	National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, 2018
PRISMS	Provider Registration and International Student Management System is used by the Department of Education and DHA to record international student program enrolment details.
Refund	The return of monies that were paid to YouSTUDY International College.
Tuition Fee	The fee YouSTUDY International College receives, either directly or indirectly from a student or intending student, or another person who pays the fee on behalf of a student or intending student that is directly related to the provisions of a program or course YouSTUDY International College provides or is offering to provide.