Part-time Languages and English Courses

Conditions of Enrolment

By signing the Application Form the student (or the parent/guardian on behalf of the student, if the student is under 18 at the time of enrolment) agrees to adhere to these Conditions of Enrolment and in return UNSW Global Pty Limited (UNSWG) represented by its business group, the UNSW Institute of Languages, agrees to deliver the relevant course to the student.

1. Entry Requirements

a) Courses are open to anyone eighteen (18) years of age and over at course commencement.

b) Placement into some courses is subject to assessment of the student’s language proficiency.

c) A student will not be accepted into a course until all conditions of entry have been met.

2. Payment of Course Fees

a) The student agrees to pay UNSWG the fee(s) applicable to their course.

b) The student will not be permitted to commence his or her course until all fees and charges have been paid.

3. Credit Notes

a) A credit note is a note issued by UNSWG to a student by which all of an invoice previously issued to and paid by the student for a course is credited to the student. The credit note can be only used towards part-time Languages and English courses offered by UNSWG.

b) Compelling and compassionate circumstances are considered to be circumstances beyond the control of a student and may include, but are not limited to: serious and extended illness, injury or misadventure or essential commitments, such as a compulsory legal requirement (e.g. jury duty).

c) A credit note for course transfers may only be granted, in UNSWG’s sole discretion, due to compelling and compassionate circumstances that occurred before the course commencement (course commencement being the first day of the course) and due to their nature made it impossible for the student to participate in the course.

d) Any application to obtain a credit note must be made in writing no less than two (2) working days prior to course commencement by email to admissions@unswglobal.unsw.edu.au and must be accompanied by a doctor’s certificate or other relevant evidence. UNSWG reserves the right to verify any evidence provided.

e) The decision about whether or not to issue a credit note is solely within the discretion of UNSWG.

f) A credit note must be used within 12 months of being issued.

g) If the course for which the credit note is issued is not available, an alternate course may be chosen.

h) Where the fees for the alternate course are higher than the fees for the original course, students must pay the difference in the course fees.

i) Where the fees for the alternate course are lower than the fees for the original course, UNSWG will refund the student for the difference.

j) No refund will be paid once a credit note has been issued.

4. Transfer to a different term

a) A student may apply to transfer to a different term by writing to admissions@unswglobal.unsw.edu.au.

b) If a request to transfer is received more than ten (10) working days prior to course commencement, the fees paid by the student will be credited towards the new course, subject to deduction of a $50 administration fee. The student must pay this administration fee of $50 prior to commencement of the new course.

c) If a request to transfer is received within ten (10) working days and not less than two (2) working days prior to course commencement, 50% of the fees paid by the student will be credited towards the new course, subject to deduction of a $50 administration fee. The student must pay the remaining course fee and this administration fee of $50 prior to commencement of the new course.

d) If a request to transfer is received less than 2 working days before course commencement, the student will not be entitled to any credit of course fees, unless the student is able to demonstrate that compelling and compassionate circumstances apply. In this case a partial credit note may be issued in the sole discretion of UNSWG.

5. Withdrawal from courses

a) A student may apply to withdraw from a course at any time in writing to: admissions@unswglobal.unsw.edu.au.

b) If a request to withdraw is received more than ten (10) working days prior to course commencement, the student will be entitled to a full refund of their course fees, subject to deduction of a $50 administration fee.

c) If a request to withdraw is received within ten (10) working days and not less than two (2) working days prior to course commencement, the student will be entitled to a 50% refund of their course fees less a $50 administration fee.

d) If a request to withdraw is received less than 2 working days before course commencement, the student will not be entitled to any refund of course fees, unless the student is able to demonstrate that compelling and compassionate circumstances apply. In this case a partial refund may be granted in the sole discretion of UNSWG.
6. Cancellation of Courses
   a) UNSWG reserves the right to cancel a scheduled course if there are insufficient enrolments.
   b) If UNSWG cancels a course due to insufficient enrolments:
      i. It will refund all course fees in full within three (3) weeks of cancellation of the course; or
      ii. If the student wishes to transfer to an alternative course, UNSWG will transfer the student to the alternative course in the same term if there is a place available; or
      iii. If the student chooses to transfer to an alternative course in a subsequent term within the next 12 months, UNSWG will transfer the student to the alternative course in a subsequent term within the next 12 months if there is a place available. Note, where the fees for the alternative course are higher than the fees for the original course, students must pay the difference in the course fees. Where the fees for the alternative course are lower than the fees for the original course, UNSWG will refund the student for the difference.

7. Refunds
   a) Other than as set out in paragraphs 3, 4, 5 and 6 above, UNSWG will not refund or credit course fee(s).
   b) All applications for refunds must be submitted in writing to admissions@unswglobal.unsw.edu.au, and be accompanied by evidence of compelling and compassionate circumstances, if applicable.
   c) An application for a refund is not required when the refund is granted by UNSWG following a course cancellation.
   d) The administration fee of $50 is non-refundable, except when a course has been cancelled by UNSWG.
   e) Refunds are calculated as follows:

<table>
<thead>
<tr>
<th>Application timeframe before the course commencement</th>
<th>Refunds</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 working days before the course commencement</td>
<td>100% refund of paid course fees minus $50 administration fee</td>
</tr>
<tr>
<td>Between 10 working days and 2 working days before the course commencement</td>
<td>50% refund of paid course fees minus $50 administration fee</td>
</tr>
<tr>
<td>After the course commencement date</td>
<td>No refund unless compelling and compassionate circumstances are demonstrated</td>
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8. Student Misconduct
   a) All UNSWG students are subject to the UNSWG Student Misconduct Policy, which includes: Non-Academic Misconduct and Academic Misconduct.
   b) Non-Academic Misconduct includes, but is not limited to: misuse of UNSWG property and/or resources, bullying, harassment, etc.
   c) Academic Misconduct includes, but is not limited to: plagiarism, misconduct in relation to falsified documents and misconduct leading to academic advantage to student, etc.
   d) Where a determination of student misconduct is made in accordance with the Policy, UNSWG may suspend or cancel a student’s enrolment and will not refund or transfer a student’s course fee(s).

9. Complaints and Appeals
   a) Complaints can be made in relation to academic matters (e.g. quality of teaching), a person’s behaviour (e.g. complaints related to the code of conduct) or administrative matters (e.g. refund of fees).
   b) Students are encouraged to attempt to resolve their complaints informally.
   c) Requests for a Formal Review or an Internal Appeal must be made in writing to complaintsandconduct@unswglobal.unsw.edu.au in accordance with the UNSWG Complaints and Appeals Policy.

10. Privacy Policy
    a) UNSWG will collect, store and use personal information of students in order to conduct its language courses in accordance with the Privacy Act 1988 and the UNSWG Privacy Policy.
    b) By submitting an Application Form, each student is deemed to have expressly consented to the collection, storage, disclosure and use of their personal information, for the purposes identified in these Conditions of Enrolment and UNSWG’s Privacy Policy.

11. Variations to these Conditions of Enrolment
    UNSWG reserves the right to vary these Conditions of Enrolment at any time.

Version 3.0, Effective 11 October 2017