



SYDNEY FILM SCHOOL

## **INTERNATIONAL STUDENT TERMS & CONDITIONS**

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#### **THE COURSE**

1. The Diploma of Screen & Media is offered by Sydney Film School Pty Limited (ABN 50 106 693 190) trading as Sydney Film School ("the School").

#### **DEPOSIT**

2. Applicants offered a place in the Course are required to pay a deposit within 14 days of the offer.

#### **PAYMENTS**

3. Payment of all fees must be made by the payment dates indicated in the schedule above and must be in Australian currency by cash, credit card, bank draft or cheque payable to Sydney Film School.
4. Where a credit card is used to make payment, the School reserves the right to use the same credit card to effect payment (by direct debit) of the balance of the monies due to the School on the due dates for payment.

#### **SUBSTITUTION**

5. Where the School is unable to deliver a Subject within the Course, the School reserves the right to substitute a similar Subject.

#### **REFUNDS**

6. The policy of the School is to be fair and equitable when dealing with requests for a refund.
7. Where the Student withdraws from, or does not start, a course:
  - Applications for a refund must be made in writing to the Registrar.
  - If the Student withdraws enrolment 21 days or more before the commencement date of the course a processing fee of 20% of the initial deposit will be retained by the School and any balance refunded to the Student.
  - If the Student withdraws from a course less than 21 days before the commencement date of the course or after the course has commenced, the Student will remain liable for the total course fees, and no refund will be applicable.

- If the Student does not commence a course on the notified date, the Student remains liable for the total course fees, and no refund will be applicable.
  - If the Student does not complete a course, the Student will remain liable for the total course fees, and no refund will be applicable.
  - Requests for a refund based on extenuating or compassionate circumstances (such as illness) will be considered on a case-by-case basis.
  - Non-attendance by the Student at classes does not constitute notice of withdrawal from a course.
  - Refunds will be paid within 4 weeks directly to the Student unless the School is advised in writing to pay the refund to someone else. Refunds will be paid in the same currency in which the fees were paid, unless payment in that currency is impracticable. The Student will be provided with a written statement detailing how any refund amount has been calculated.
8. Where the School cancels the Student's enrolment:
- If the Student's enrolment is terminated by the School for misconduct, breach of student regulations or non-compliance with visa conditions, no refund of tuition fees will be given (refer to the Student Charter for details of what constitutes proper conduct).
  - Refunds will be paid within 4 weeks directly to the Student unless the School is advised in writing to pay the refund to someone else. Refunds will be paid in the same currency in which the fees were paid, unless payment in that currency is impracticable. The Student will be provided with a written statement detailing how any refund amount has been calculated.
9. Where a student visa not granted:
- In the case where the Student is not granted a visa, a processing fee of 20% of the initial deposit will be retained by the School and any balance refunded to the Student. Applications for a refund in these circumstances must be made in writing to the Registrar within 14 days of the notification. The letter should include a copy, or copies of any documentation received from the Australian Embassy to confirm the refusal of the visa.
  - Refunds will be paid within 4 weeks directly to the Student unless the School is advised in writing to pay the refund to someone else. Refunds will be paid in the same currency in which the fees were paid, unless payment in that currency is impracticable. The Student will be provided with a written statement detailing how any refund amount has been calculated.
10. Where the School defaults:
- If the School is unable to provide a course to the Student partially or in full because:
    - the Student's course does not start on the agreed starting day;
    - the Student's course stops being provided after it starts and before it is completed; or
    - the Student's course is not provided fully to the Student because the School has had a sanction imposed;
- the School will provide a full refund of tuition fees to the Student within two weeks of the day on which the course ceased being provided.

- Should the School be unable to provide a course and not be able to pay a refund to the Student an alternative course will be arranged at another recognised and approved institution through the ACPET Tuition Assurance Scheme at no extra cost to the Student.
- If ACPET cannot place the Student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the Student in a suitable alternative course or, if this is not possible, the Student will be eligible for a refund as calculated by the Fund Manager.

11. 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.

#### STUDENT INFORMATION

12. The information provided by the Student to the School may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code; and the School is required under s19 of the ESOS Act 2000 to tell the Department of Education, Employment and Workplace Relations (DEEWR) about certain changes to the Student's enrolment and any breach by the Student of a student visa condition relating to attendance or satisfactory academic performance.

#### NON-ATTENDANCE

13. Non attendance by the Student at classes does not constitute notice of cancellation of enrolment.

#### TERMINATION

14. The School reserves the right to:

- (a) refuse any enrolment where permitted by law;
- (b) alter any of the Course particulars whether before or during the Course;
- (c) cancel or terminate the whole or any part of the Course.

#### QUALIFICATION

15. A certificate will be awarded to the Student if they satisfactorily complete the minimum requirements of the Course as specified by the School from time to time including:

- (a) the Student must be deemed competent in all Subjects undertaken to receive the certificate; and
- (b) competency will not be awarded if the Student is absent from more than two classes of any Subject without a medical certificate or prior written approval of the School.

Where the Student withdraws from the Course before meeting the minimum requirements of the Course they may be issued with a Statement of Attainment, if applicable.

16. All Subjects in which the Student is deemed not to be competent may be repeated by the Student but an additional fee will be payable by the Student to the School for those Subjects.

17. Certain Subjects offered in the Course may require classes to be convened outside publicised class times.

#### SUSPENSION & DEFERRALS

18. The Student must comply with the School's policies and procedures (including the Student Charter) as published from time to time during the Course. The School reserves the right to suspend or exclude the Student from the Course (in its reasonable discretion) where the Student fails to comply with the School's policies or is determined by the School to be guilty of conduct warranting suspension or exclusion. The Student may not defer their studies, except due to illness, or other equally compelling and compassionate circumstances.

#### COURSE INFORMATION

19. The School reserves the right to change Course information including fees, rates, Course dates and times without notification.
20. The School believes that all information, statements and representations that are provided in Course information, and during the delivery of the Course, are and will be correct at the time given. However, the School, to the full extent permitted by law, does not warrant or guarantee the accuracy of same. The Student must satisfy themselves by independent verification or otherwise as to the accuracy of any information, statement or representation on which they intend to rely.

#### PERSONAL INJURY

21. The School is not responsible for any injury caused by or to the Student or any other person by the Student, nor for the loss or damage to any personal property of the Student or caused by the Student arising from participation in the Course, attendance at the School's premises or from the activities of the School. The Student agrees to participate in the Course at his or her own risk and agrees to release the School, its employees, agents and contractors from any claim which the Student might otherwise be able to make.

#### PLAGIARISM

22. The Student warrants that any work submitted for assessment, marking or otherwise by the Student will be the original work of the Student and not a copy.

#### FILM RIGHTS

23. The rights of all works produced by the Student as part of the Course, including film scripts, remain with the School.

#### MINIMUM 18 AGE

24. By completing and signing this form, the Student warrants to the School that the Student is 18 years of age or over and has the financial capacity to meet the Course fees.

#### NOTIFICATION OF CHANGE OF ADDRESS

25. The Student is required to notify the School, in writing, of any change of address or contact phone number, including mobile phone numbers as soon as practical.

## NOTIFICATION BY THE STUDENT

26. The School requires the Student to inform the School as soon as practical of the following:
- (a) change of living address;
  - (b) non-attendance due to illness;
  - (c) periods of extended illness (this should be supported by a doctor's medical certificate);
  - (d) holidays planned outside of Australia;
  - (e) extended leave from the Course;
  - (f) an intention to defer study;
  - (g) an intention to discontinue studies.

## COURSE PROGRESS

27. International Students are required to maintain satisfactory course progress in accordance with the School's Course Progress Policy published on the School's website. Students who, after counselling, continue to not meet course progress requirements may be reported to the Department of Education, Employment and Workplace Relations (DEEWR) which may result in the early termination of the student's visa.

## STUDENT ID CARD

28. The Student Identification Card must be signed by the Student and returned to the School with a passport-sized photograph of the Student. The card will be laminated and returned to the Student for their use. The Student Identification Card identifies the Student and permits them to make purchases for a discounted price at certain art shops, cinemas, travel agencies etc. The card is essential as identification as a Sydney Film School student, when off premises in situations like shooting on location, etc. Please note that International Students are not eligible for travel discounts on Sydney public transport.

## OVERSEAS STUDENT HEALTH COVER

29. The Student must maintain current Overseas Student Health Cover (OSHC) with a health insurance company. The School's preferred supplier for OSHC is AHM and cover can be arranged through the School.

## ESOS ACT 2000

30. The Student and the School must abide by regulations set out in the Education Services for Overseas Students (ESOS) Act 2000. A plain English description of the ESOS framework is available on the School's website ([www.sydneyfilmschool.com](http://www.sydneyfilmschool.com)).

31. By signing this Agreement the Student agrees to abide by the above terms and conditions.