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# Written Agreement Master of Arts Screen 2026

This offer is made in accordance with AFTRS' requirements stated within the <u>National Code of Practice for Providers of Education and Training to Overseas Students (National Code) 2018</u> and the <u>Education Services for Overseas Students Act</u> (ESOS) 2000. AFTRS must retain this record as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

# **Terms and Conditions**

## BY ACCEPTING YOUR OFFER, YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS LETTER

## 1. Eligibility to Study in Australia

- 1.1. you must demonstrate that you meet the Department of Home Affairs' English language proficiency requirement by providing AFTRS with either:
  - 1.1.a. an English language proficiency test result taken within two (2) years of the date you will apply for a student visa (subclass) 500; or
  - 1.1.b. evidence of a valid exemption to the English language proficiency requirement.
  - 1.1.c. you will be required to demonstrate to the Department of Home Affairs that you are a Genuine Student; and
- 1.2. you have the means to cover all living and educational expenses whilst in Australia, including the timely payment of tuition fees; and
- 1.3. you must have and maintain adequate health insurance for the whole of your stay in Australia (see section 3.1); and
- 1.4. you must hold a valid Australian visa (see sections 3 and 4).

You will be assessed on conditions 1.1 to 1.4 by the Department of Home Affairs on application for an Australian Visa. By accepting this offer you acknowledge that there are no known reasons that you would <u>not</u> meet these conditions.

# 2. Course Admission Eligibility

- 2.1. you must meet AFTRS' minimum English language proficiency of IELTS 7.0 or equivalent, or provide evidence of a valid exemption to the English language proficiency requirement; and
- 2.2. you must inform AFTRS immediately if you already hold an Australian visa with study entitlements and you are enrolled at another Australian Education Provider at the time of this offer.

## 3. Confirmation of Enrolment (CoE)

- 3.1. you must organise and provide evidence of Overseas Health Insurance Cover (OSHC) for the duration of the course stated in this offer letter; and
- 3.2. you must make the first semester tuition fee payment identified in this offer letter.

When the conditions 3.1 and 3.2 are met, AFTRS will provide you with a Confirmation of Enrolment (CoE).

## 4. Visa and arrival in Australia

- 4.1. you must apply for an Australia visa with study entitlements in a timely manner when you are provided with your Confirmation of Enrolment; and
- 4.2. you must arrive in Australia no later than the commencement date stated in this offer letter; and
- 4.3. unsuccessful visa applications or failure to commence studies in person by the agreed date will result in cancellation of the CoE and the course enrolment.

# 5. Unique Student Identifier (USI)

- 5.1. higher education students in Australia must have a Unique Student Identifier to enrol in their course; and
- 5.2. international students must apply for a USI once they arrive in Australia.

## 6. Conditions of Study

- 6.1. you must abide by the conditions of your student visa stated in the <u>National Code</u>, including obligations to undertake a full-time mode of study, achieve satisfactory course progress, and have satisfactory attendance; and
- 6.2. you may only complete up to one-third of this course in external mode (subjects that are fully-online); and
- 6.3. you must inform AFTRS within seven (7) days of any changes to your contact details, including mobile number, email address, residential address, and emergency contact's details.

## 7. Records and Documents

- 7.1. you are responsible for keeping a copy of this written agreement as supplied by the registered provider; and
- 7.2. you are responsible for keeping a copy all receipts of any payments of tuition fees or non-tuition fees.

## 8. Refunds and Non-Tuition Fees

- 8.1. AFTRS will pay any refunds directly to you if you are the named payee who made a payment, or to the specified person(s) that initially paid those monies to AFTRS in cases where you did not do so yourself; and
- 8.2. the specified person(s) may include an individual, business or any other person that is named as the payee on a transaction; and
- 8.3. an administrative fee of \$500 (AUD) may apply if you withdraw from a subject prior to a census date and a refund is due.

#### 9. Failure to Deliver the Course

- 9.1. the Tuition Protection Scheme (TPS) may be able to help you in the event that AFTRS fails to deliver the course outlined in this offer letter; and
- 9.2. if AFTRS stops providing or does not start providing your course as agreed and does not meet its default obligations, the TPS will contact the student to initiate the appropriate process; and
- 9.3. the TPS may offer assistance including transfer to another provider or assistance in securing a refund of unspent tuition fees: and
- 9.4. AFTRS will make all attempts to recognise any partially completed study, including awarding a statement of attainment or alternative exit qualification where appropriate, and dependent on the outcome of any interventions made through the TPS.

The TPS is an Australian Government service that aims to assist students whose education Provider has been unable to deliver their course. Read more about the <u>Tuition Protection Scheme (TPS)</u> here.

## 10. Privacy

- 10.1. AFTRS may collect, use, disclose and hold your personal information to receive and process your application and enrolment, to teach and communicate with you, for course monitoring, evaluation and surveys, for student support, for record- keeping and reporting, and for certain other purposes including enabling you to be placed on AFTRS' electoral rolls. Your personal information may include your name, postal and email addresses, telephone numbers, date of birth, education and academic records, production credits, work experience and health information. AFTRS respects your privacy and deals with your personal information according to the Privacy Act 1988 and AFTRS Privacy Policy; and
- 10.2. information is also collected to meet AFTRS' obligations under the ESOS Act and the National Code, to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000 (ESOS Act), the Education Services for Overseas Students Regulations 2019 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code). Information collected about you can be provided, in certain circumstances, to the Australian Government and designated authorities including, if relevant, the Tuition Protection Service. In other instances, information collected can be disclosed without your consent where authorised or required by law.

## 11. Complaints

- 11.1. AFTRS Student Grievances and Complaints Policy and Procedure applies to all international students; and
- 11.2. international students are provided with rights and expectations related to complaints and appeals, as prescribed by the National Code, including:
  - 11.2.a. the right to be informed in writing prior to any enrolment cancellation actions occurring. Should this occur, any written notice will state the reasons that the action is being considered and the rights that the student has in response; and
  - 11.2.b. the right to access AFTRS internal appeals and complaints policies within 20 days of receiving the written intent from AFTRS to cancel a course enrolment; and

- 11.2.c. the expectation that internal assessment of all complaints and appeals commences within 10 working days of receipt by AFTRS; and
- 11.2.d. the right to formally present his or her case at minimal or no cost and be accompanied and assisted by a support person at any relevant meetings.
- 11.3. this written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.