

MSS Education Pty Ltd trading as The Management School Sydney; ABN: 32 604 489 161; Email: [jan.u@tmss.edu.au](mailto:jan.u@tmss.edu.au); Phone: +61 2 91193862; Address: L3, 55 Wentworth Avenue Sydney 2000 NSW Australia; CRICOS Provider Code: 03485E; RTO Code: 41465



THE  
**MANAGEMENT SCHOOL SYDNEY**  
*"Beyond the dream we fly together"*

## TERMS AND CONDITIONS

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## 1. Payment of Fees

The payment for the enrolment fee, course tuition fee and overseas health cover must be made prior to commencement of study. Course fees do not include the cost of materials, for which students can expect to pay \$25 per term (\$100 per year) for business courses, and \$50 per term (\$200 per year) for English courses. The Material Fee covers the course handouts, assignments and exam papers for the whole course. Places cannot be held for students until fees are paid. Fees can be forwarded to The Management School Sydney by cheque, bank draft or telegraphic transfer to the following bank account:

Account name: The Management School Sydney, Bank Name: Commonwealth, Bank Address: 431 – 439 Sussex Street, Sydney 2000 NSW, BSB No: 062010, Account No: 10966854, Swift Code: CTBAAU2S

For ongoing students, instalment fees must be paid before the due date. Payments made on or after the due date will incur a late fee of \$200 and the student will be given a further 48 hours to make the payment, which will include the late fee. Should fees remain overdue after this, TMSS reserves the right to cancel the student's enrolment and notify the Department of Immigration and Border Protection (DIBP).

All international students are required to pay Overseas Student Health Cover (OSHC). It is the student's responsibility to check the conditions of this health cover. We can arrange the cover for you should you apply for it in the student application form.

## 2. Contact details

Students must provide the TMSS with his or her correct contact details, including postal address, phone number and email address. Any personal details provided to TMSS may be made available to Commonwealth and State Agencies without a student's prior approval as per the ESOS act 2000 and the National Code of Conduct. Change in a student's contact details should be notified to the TMSS within seven days according to immigration requirements.

## 3. Course entry requirements

Minimum age for enrolment is 18 years, and year 12 schooling in Australia or the equivalent in their own country. General English language requirement is an IELTS score of 4.0 - 5.5. However, English language requirement vary as per the course of study. Please check this requirement prior applying for the course. Alternatively an applicant may admitted to a course on successful completion of the TMSS English Language Entry Test, and (in selected cases) an interview with RTO Manager. An applicant may be required to undertake further study with a NEAS approved ELICOS School.

## 4. Student visa requirements

Every international student in Australia must have a valid visa. In most of the cases the applicant has to apply for a student visa prior coming to Australia. TMSS is not responsible for the student visa application nor the result of the application. Detailed information on student visa are on the DIBP website at <http://www.border.gov.au>

## 5. Simplified Student Visa Framework

From 1.7.2016 all student visa applicants must comply with new student visa conditions. In accordance with this new regulation students from countries with higher risk (Assessment Level 3 countries) must also be pre-screened by TMSS. Please contact us for details on [marketing@tmss.edu.au](mailto:marketing@tmss.edu.au). Detailed information about SSVF are on the DIBP website at: <https://www.border.gov.au/Busi/Educ/simplified-student-visa>. TMSS SSVF Form is available from [www.tmss.edu.au](http://www.tmss.edu.au).

## 6. Documents

Every applicant has to provide us with these documents:

- Student Application – download it from our website [www.tmss.edu.au](http://www.tmss.edu.au)
- Passport copy – bio data page
- Academic documents – either from their own country and/or from Australia
- Proof of English level – either certificate from ELICOS provider or test result (IELTS, TOEFL, TOIC, FCE, CAE etc.)
- Current student visa (copy of any other visa), OSHC membership card/number/certificate, Cancelled CoEs, Release Letter, academic transcript – for onshore applicants who are transferring from different provider
- SSVF form – assessment level 3 only
- Any other relevant documents

All documents have to be in the English language and be certified copies of the original documents. If documents are not written in the English language, certified translations must accompany the certificates. Originals need to be sighted on Orientation Day.

## 7. Academic Progress

TMSS is registered for Academic Progress. Students are required to pass every subject in a course to gain the full qualification. Academic progress is reviewed at the end of every subject and every term. Support is offered to students having difficulty with studies and balancing study and work and living in Australia. However, if the student is breaching course progress conditions and there are no compelling or compassionate reasons, the student may be reported for a breach of visa regulations.

## 8. Course credit (Credit Transfer)

Credit for previous studies may be available on provision and verification of documents at the beginning of a course. Successful recognition of past qualifications may reduce the full course duration and tuition fees, and TMSS will adjust the confirmation of enrolment (COE) accordingly. All students applying for Credit Transfer must provide original transcripts and subject descriptions and fill out a Credit Transfer Form before course commencement. Credit Transfer will not be granted if students submit any of the documents after the first week of course starting date. This process allows participants to be exempt from a particular unit. Students interested in Credit Transfer must contact TMSS prior to enrolment. Applicants will be notified of the outcome of their application within 28 working days of its submission.

## 9. Requests for deferment, suspension or withdrawal from a course

TMSS can only defer or temporarily suspend the enrolment of the student on the grounds of:

- compassionate or compelling circumstances (for example, illness where a medical certificate states that the student is unable to attend classes), or
- misbehaviour by the student.

Apply in writing to the student service manager, stating name, student number, contact details, program, commencement date and reason for withdrawal. The deferment, suspension or cancellation of the enrolment may affect the student visa as the changes are reported to DIBP. For full details see: <http://www.border.gov.au/>

TMSS reserves the right to expel students for any serious breaches of discipline.

## 10. Grievance procedure

Students are allowed to have a personal representative present at any stage during the grievance procedure. If a student's problem cannot be resolved by TMSS, the student can seek external assistance from Department of Fair Trading (Telephone 13 32 20). Please refer to TMSS Student Handbook for further details.

## 11. ESOS Framework

Further information on the ESOS Framework can be accessed at: <https://internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx>

### This information includes:

- 1) Confirmation that the RTO is responsible for the quality of the training and assessment in compliance with the Standards, and for the issuance of the AQF certification documentation.
- 2) Requirement for the RTO to give details of its complaints and appeals processes (Standard 6).
- 3) The learner's rights if the RTO or a third party closes or ceases to deliver the agreed training and/or assessment.

## 12. Cancellation and Refund Policy

In signing this application you are automatically bound by the conditions of TMSS cancellation and refund policy. TMSS cancellation and refund policy can be found at <http://www.tmss.edu.au/>

This cancellation and refund policy applies to both commencing and continuing students. Under this policy, TMSS may cancel the student's enrolment if:

- The student fails to pay an amount he or she was liable to pay TMSS directly or indirectly, in order to undertake the course
- The student fails continually to maintain the required course progress even after TMSS's intervention
- The student breaches a condition of his or her visa
- The student engages in a serious misbehavior

TMSS will not refund to a student whose enrolment has been cancelled.

The following TMSS refund terms and conditions apply:

- Tuition fees will be refunded in full if the applicant is unable to obtain a visa from DIBP before their first entry to Australia and the applicant provides a visa rejection letter to TMSS. This does not include where a student visa renewal is rejected or a student visa has been cancelled because of a breach of visa conditions.
- If a student withdraws from a course before 28 days prior to the course start date, 80% of the semester tuition fee will be refunded and 100% Materials fee will be refundable. OSHC (if arranged by TMSS) is refundable as per the health cover provider policies. The administration fee (currently \$250) and enrolment fee (currently \$200) will not be refunded.
- If a student withdraws from a course before 14 days before the course start date 50% of the semester tuition fee will be refunded and 100% Material fee will be refundable. OSHC (if arranged by TMSS) is refundable as per the health cover provider policies. The administration fee (currently \$250) and enrolment fee (currently \$200) will not be refunded.
- If withdrawal request is received after 14 days prior to the course commencement date the prepaid tuition fee is non-refundable. The Materials fee is non-refundable.

- If the student withdraws from the course after it has commenced, no refund on any tuition fees will be made to students.
- If a student is terminated due to serious breach of TMSS rules or breach of visa conditions including unsatisfactory course progress, there is no refund.
- TMSS is not liable to refund any amount paid to your agent as commission from your tuition fees.
- In the unlikely event that TMSS is unable to deliver the course for which an offer has been made; students can transfer to another TMSS course or receive 100% refund on tuition fees. If TMSS is unable to run the course due to the provider defaulting, student's tuition fees are protected under the ESOS Act 2000 and the ESOS Regulations 2001.
- All requests for refunds must be submitted in writing on the appropriate form to the Administration Manager of TMSS and must be accompanied by official documentary evidence on the grounds for the request. Enrolment fees, accommodation placement fees and airport pickup charges are non-refundable under any circumstances.
- All approved refunds will be provided within 28 days in accordance with ESOS Act 2000.
- In the event that a student cancels his/her enrolment at TMSS after the course has commenced, no refund will be made to the students.
- False or misleading information in the application forms or during the course of study automatically disqualifies the student from any refunds.
- The above conditions do not remove the right to complain and appeal through TMSS's Complaints and Appeals Processes and also to take further action under Australia's Consumer Protection laws.
- TMSS's dispute resolution processes do not circumscribe the students' right to pursue other legal remedies.

### **13. Services**

TMSS reserves the right to change the particulars of the services, including changes to fees, courses, facilities and dates of programs where circumstances beyond TMSS's control necessitate such changes or where the level of enrolments do not reach the minimum numbers required to operate a course viably.

### **14. Liability**

The Management School Sydney and its staff and representatives will not be liable for any loss, damage or injury to persons or property howsoever caused during the period of attendance at TMSS, or participation in any activities conducted by or on behalf of TMSS except where liability is expressly imposed by law. TMSS will not be liable in the event that any service contracted to be supplied by TMSS becomes impossible to supply for any reason or any cause outside the control of TMSS.

### **15. Protection of Fees paid in advance**

TMSS adheres to the rules and regulations set under the ESOS Act 2000 and associated legislation, in particular, the ESOS Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012. More information can be obtained from <http://tps.gov.au/>. Where a refund is approved by the Chief Executive Officer, The Management School Sydney (TMSS) will make payment of refunds within 28 days of receipt of application for refund.

### **16. Provider Default**

TMSS will have transfer arrangements put in place through the Tuition Protection Scheme (TPS) and full

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refund will be issued (minus processing fees and non-refundable fees) should the institute default due to

the following:

- a. The institute ceasing operations
- b. The course enrolled in does not begin on the agreed commencement date
- c. The course enrolled in ceases to be provided at any time after it commences but before it is completed

In the unlikely event that TMSS is unable to deliver your course in full, you will be offered a refund of all course money you have paid to date. The refund will be paid to you within 14 days of the day on which the course ceased being provided.

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.

Alternatively, you may be offered enrolment in an alternative course by TMSS at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course.

If you choose a placement in another course, we will ask you to sign a document to indicate that you accept the placement. If TMSS is unable to provide a refund or place you in an alternative course under the ESOS Act, Tuition Protection Scheme (TPS) will place you in a suitable alternative course at no extra cost to you. Students can choose to have a full refund or to choose to pay more and go to an alternative provider. You will be advised of the default situation in advance, and will have a letter explaining how any refunds would be calculated. Such situations are covered by the provision of the Commonwealth Government ESOS Act 2000 and the ESOS Regulations 2001.

If you think you meet all of these requirements, then please keep reading. The remainder of this handbook will give you all the information you need to make a decision about enrolling with The Management School Sydney (TMSS). If you've already read the handbook and you want to enroll in TMSS, then you should download an Enrolment Application Form. Fill out the Enrolment Application and send it to: [enrol@tmss.edu.au](mailto:enrol@tmss.edu.au)