

10 January 2025

OES - OVERSEAS EDUCATION SERVICES

Mr Saptashwa Ghosh  
P-227 Cit Scheme-Viim Flat-A/5 Purbodyan Po Kankurgachi  
Kolkata  
West Bengal 700054  
India

Dear **Mr Saptashwa Ghosh**  
**Monash Student ID: 36223913 (Please quote in all correspondence)**

Once again, congratulations! We are very excited that you will be joining our student body. Monash is Australia's largest university and one of the most highly regarded in the world. Our students and academics are renowned for their drive and innovation, and for making a genuine contribution to people's lives.

If your application contained multiple preferences, we have offered you the first preference for which you were eligible. Your original application preferences can be viewed in the submitted application section of your my.app home page. In some instances, we may have added pathway courses which will allow you to meet entry requirements for your original course preference once passed.

Your International Student Course Agreement (ISCA) contains your conditional offer of the following:

**Course (Course Code):** Master of Laws (L6004)

**Offer Condition:** This offer contains conditions for some of the courses, the details are listed in each course section.

**Please note:** Conditions must be met by submitting documents proving how you meet conditions by the offer expiry date.

For guidance on how to accept this offer or next steps you can refer to our [Quick Reference Guide](#). If you have any other questions regarding this offer contact us via [Online Enquiry Form](#).

We look forward to seeing you commence your journey towards a successful career with a Monash qualification.

Yours sincerely



**Natalia Yap-Gunawan**  
Associate Director  
Admissions

# INTERNATIONAL STUDENT COURSE AGREEMENT

Official Monash University Documentation

This Agreement is made up of Part A (Monash's offer) and Part B (the terms and conditions of your offer).

In this Agreement:

- **"course"** means a course of education or training as defined by the *Education Services to Overseas Students Act 2000 (ESOS Act)*. For more information on the Education Services for Overseas Students [ESOS] framework, visit <https://www.education.gov.au/esos-framework>
- **"Monash"** means variously Monash University (CRICOS code 00008C) and Monash College Pty Ltd (CRICOS code 01857J) except where the context indicates otherwise
- All monetary amounts are expressed in Australian Dollars (AUD \$) unless explicitly stated otherwise
- Tuition fees are based on the tuition fees calendar year quoted with each course. If you are offered a place in a course commencing in a different year, your tuition fees may be different. Monash sets their fees for commencing years approximately 6 months prior to start date.
- Allianz Care OSHC premiums are based on the current year pricing, this may change for later intakes.
- **"you"** means Mr Saptashwa Ghosh

## PART A: MONASH'S OFFER

Monash makes the following offer to you, subject to the Offer Terms and Conditions in Part B.

This offer replaces any previous offer made to you by Monash, conditional or otherwise. These offers are now withdrawn.

**This offer must be fully accepted by signing and following all acceptance steps on or before 31 May 2025, otherwise it will expire.**

NOTE: It is your responsibility to ensure that your student visa is obtained in sufficient time for you to arrive at Monash by the required arrival date for your orientation in preparation for your studies.

### PERSONAL DETAILS

|                                            |                                                                                                        |                                              |                            |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------|
| Monash Student ID                          | 36223913                                                                                               | Gender                                       | Male                       |
| Legal Family name<br>(as in your passport) | Ghosh                                                                                                  | Legal Given Name(s)<br>(as in your passport) | Saptashwa                  |
| Postal Address                             | P-227 Cit Scheme-Viim Flat-<br>A/5 Purbodyan Po<br>Kankurgachi<br>Kolkata, West Bengal 700054<br>India | Telephone<br>(with country<br>code)          | +91 8583048689             |
| Date of Birth                              | 09/10/2001                                                                                             | Email                                        | saptashwaghosh03@gmail.com |

## VISA DETAILS

### What is your Country of Birth?

Country of Birth:

### What is your current visa status? (select one)

- ☐ I will be getting an Australian Student Visa
- ☐ I have an Australian Student Visa
- ☐ I have an Australian Temporary Visa that allows me to study in Australia

### If you will be applying for a Student Visa, will you be outside Australia when you apply?

- ☐ Yes
- ☐ No

### If you already have an Australian Visa please provide the details below:

Visa number: \_\_\_\_\_

Visa START: DD/MM/YYYY \_\_\_\_/\_\_\_\_/\_\_\_\_

Visa END: DD/MM/YYYY \_\_\_\_/\_\_\_\_/\_\_\_\_

# INTERNATIONAL STUDENT COURSE AGREEMENT

## OFFER DETAILS

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                     |                                                                                        |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Monash University Offer                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | START DATE: 21 July 2025<br>END DATE: 31 December 2026                              |                                                                                        |
| (Monash course code) Course name                       | (L6004) <b>Master of Laws</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                     |                                                                                        |
| Course information                                     | Please refer to <a href="https://www.monash.edu/study/course/?international=true">https://www.monash.edu/study/course/?international=true</a> for more information concerning modes of study, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements<br><br>For additional information and special requirements for your course please refer to your course handbook at <a href="https://handbook.monash.edu/2025/courses/L6004">https://handbook.monash.edu/2025/courses/L6004</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                     |                                                                                        |
| CRICOS course code                                     | 0100563                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                     |                                                                                        |
| Registered Provider                                    | Monash University (CRICOS code 00008C)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                     |                                                                                        |
| Campus                                                 | MEL-LAWCHM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                     |                                                                                        |
| Course duration                                        | 1.5 Year(s) with credit exemptions. Note, the course duration without the credit exemptions is 2 Year(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                     |                                                                                        |
| Mode of Study                                          | Full time. For more information about modes of study please refer to the course information link above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                     |                                                                                        |
| Credits points required to complete this course        | 72 credit points are required to complete this course<br><br>Note the credit points required to complete this course without credit exemptions is 96 credit points.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                     |                                                                                        |
| 2025 Calendar tuition fees – based on 48 credit points | \$53,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Estimated total tuition fees payable to complete this course with credit exemptions | \$79,500.00 (Note the estimated total tuition fees without exemptions is \$106,000.00) |
| Other study costs                                      | In some circumstances <a href="#">other</a> study costs may apply. Further information can be found here: <a href="https://www.monash.edu/fees/other-costs/study">https://www.monash.edu/fees/other-costs/study</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                     |                                                                                        |
| <b>CONDITIONS:</b>                                     | <p>This offer is conditional upon you providing:</p> <p>1. An Academic IELTS overall band score of 6.5 with no band less than 6.0 OR an Internet Based TOEFL total score of 79 with 12 in Listening, 13 in Reading, 21 in Writing and 18 in Speaking OR a Pearson Test of English Academic overall score of 58 with no Communicative Skills lower than 50.</p> <p>2. Official individual mark sheets for each semester attempted and completed for the Bachelor of Law from University of Petroleum and Energy Studies with a minimum overall average of 60% or equivalent as determined by the Faculty.</p> <p>Please note that if your grading scale is not on a 100% scale where 50% is a pass, your marks will be converted and recalculated according to faculty scoring.</p> <p>Your overall achievement must be stated on your official final academic transcript.</p> <p>3. Official Provisional/Graduation Certificate of the Bachelor of Law from University of Petroleum and Energy Studies.</p> <p>Provisional/Graduation certificates must clearly show evidence of course completion by stating that the degree has been 'obtained', 'awarded', 'completed', 'conferred', 'qualified for the award' 'admitted to the degree', to be accepted as evidence of successful completion.</p> |                                                                                     |                                                                                        |
| <b>PLEASE NOTE:</b>                                    | If you would like to be considered for a Master of Law (1 year stream), you will need at least 1 year of relevant professional work experience.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                     |                                                                                        |

# INTERNATIONAL STUDENT COURSE AGREEMENT

---

Please provide a comprehensive curriculum vitae (CV) for reassessment.

To adequately demonstrate your work experience, please ensure that you have outlined your job title, the organisation name and department and the type, the number of employees, the duration of your tenure and the type (e.g. full time, part-time, casual), a description of the tasks for which you were responsible and the nature and extent of the skills they require, including any research skills.

Important note: Original or certified and notarised\* copies of your supporting academic documents must be provided to Monash University upon request. This may occur at course enrolment or at any time following commencement of the course. \*notarised documents is applicable to qualifications from China only

In the event that any documents presented in support of your application are found to be fraudulent, altered in any way or fail to meet academic and English entry requirements, Monash University may withdraw this offer and cancel your enrolment at any time as per item 2 of our Offer Terms and Conditions. Please ensure you have all your supporting academic documents with you when you start your course at Monash. You can get more information about certification of documents at

<https://www.monash.edu/admissions/apply/help/documents> and

[https://www.monash.edu/study/how-to-apply/international-student-applications/certifying-documents?SQ\\_VARIATION\\_21939=0](https://www.monash.edu/study/how-to-apply/international-student-applications/certifying-documents?SQ_VARIATION_21939=0)

**IMPORTANT NOTE:** Places in this course are limited and subject to an enrolment quota. Places will be allocated in order of processed acceptances. We cannot guarantee a place for you, therefore we strongly advise you to accept this offer as soon as possible. Once all places are allocated the course will be deemed to be full and this offer will automatically lapse.

All students who apply to Monash University or Monash College must disclose their complete academic history and provide academic documentation for all qualifications previously undertaken. This offer will be rendered INVALID if you undertake any further academic studies between the date of your last qualification and commencement at Monash University. In the event where you have failed to disclose your full academic history, Monash University or Monash College may withdraw this offer and cancel your enrolment at any time as per item 2 of our Offer Terms and Conditions. Additional results or any revised transcripts of attempted studies should be forwarded to Central Admissions, Monash University for review.

The Faculty of Law is now offering a two years Master of Laws (LLM) which will enable graduates with a law qualification from a non-Australian jurisdiction to convert their qualifications to meet the academic requirements for admission to practise in Victoria.

If you wish to be assessed for the two year LLM, you will need to provide a letter from Victorian Legal Admissions Board (VLAB) stipulating which areas of law you will need to undertake further studies in, to receive accreditation to practise law in Victoria.

If you do not wish to practise in Victoria, the VLAB letter is not required.

The Monash University Postgraduate law programme is conducted at the Monash City Law Chambers, 555 Lonsdale Street, Melbourne (1 hour by public transport from the Clayton campus ) located in the heart of the Law Courts precinct. You may want to consider this information when arranging your student accommodation. See Google Maps for travel details at the following link: location

is <https://www.monash.edu/law/future-students/jd/city-campus>

You will be issued with a Monash award upon successful completion of the course. If you intend to rely on this award for entry to a specific professional institution, government agency or other institution, please make direct enquiries with the relevant institution to ensure that the course meets their requirements. Their entry requirements may also affect the course/units that you select at Monash.

We advise all international students to arrive at least three weeks before the course starts to settle and attend orientation events.

---

## OFFER PAYMENT INFORMATION

# INTERNATIONAL STUDENT COURSE AGREEMENT

| Offer                                                                                                                                                                                                                                                                                                           | Fee Type | Amount Payable<br>in Australian<br>dollars A\$ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------|
| Monash University – Master of Laws (L6004)                                                                                                                                                                                                                                                                      | Deposit  | \$26,500.00                                    |
| OSHC - To be paid to Monash at the same time as the deposit<br><input type="checkbox"/> <b>Single</b><br>Covers only one valid student visa holder; i.e. you                                                                                                                                                    | Deposit  | \$1,384.00                                     |
| OSHC - To be paid to Monash at the same time as the deposit<br><input type="checkbox"/> <b>Dual Family</b><br>Covers only one valid student visa holder plus either one adult spouse, or recognised de-facto partner, or one or more dependent children; i.e. you and a spouse/partner OR you and your children | Deposit  | \$6,089.00                                     |
| OSHC - To be paid to Monash at the same time as the deposit<br><input type="checkbox"/> <b>Multi Family</b><br>Covers one student visa holder plus one adult spouse or recognised de-facto partner, and one or more dependent children; i.e. you AND a spouse/partner AND your children                         | Deposit  | \$11,046.00                                    |
| OSHC<br><input type="checkbox"/> <b>I will nominate my own health insurance provider</b><br><b>Please note</b> - If you choose to provide your own health insurance, you will need to upload proof of your OSHC in the documents section after accepting your offer.                                            |          |                                                |

## PAYMENT OPTION

Please follow the instructions specified in the payment option you chose below

### Convera Business Solutions Pay 24-7 – Monash University preferred payment methods

Please go to: <https://www.monash.edu/students/admin/fees/payment/options>

You can pay by credit card or fund transfer via this option. After payment, Convera will send you a confirmation receipt, by email. Please include a copy of the Convera confirmation email when you return this Part A of your International Student Course Agreement and other necessary documents to Monash.

### Other bank transfers – Telegraphic transfer or electronic funds transfers

Use the following account details to transfer the funds:

- **Account name:** Monash University Fees Account
- **Bank name:** Westpac Banking Corporation
- **Branch address:** 302 Clayton Road, Clayton, VIC 3168
- **BSB:** 033 289
- **Account no:** 63-0732
- **SWIFT code:** WPACAU2S

Please attach a copy of the Telegraphic Transfer receipt that will be given to you by your bank.

**Note:** You must provide your bank with your Monash Student ID so that it can be used as a reference number for the transaction.

### Bank draft or bank cheque – Payable to Monash University in Australian dollars (A\$)

# INTERNATIONAL STUDENT COURSE AGREEMENT

---

**Note:** you must include your Monash Student ID.

If you are receiving a sponsorship or scholarship from a private or government organisation that covers full or part of your course fee, please attach a copy of your financial affidavit or guarantee – as your course fee will be invoiced to your sponsor on receipt of this documentation. More information on applying for a student loan scheme/financial aid from your home country is available at <https://www.monash.edu/students/admin/fees/aid>

---

# INTERNATIONAL STUDENT COURSE AGREEMENT

---

## ACCEPTANCE DECLARATION

---

I acknowledge and declare that:

- a) I have read and understood this Agreement, which is made up of both Part A and Part B;
- b) my enrolment at Monash will be governed by this Agreement;
- c) by completing and signing this Agreement before the offer expiry date and providing the required deposit and documentation, I agree to undertake the course/s accepted in accordance with this Agreement; and
- d) In accordance with clause 4.2 of the below terms and conditions, I understand that I am required to bring with me to Australia and present to Monash the original, certified or notarised copy of all documents I provided online as part of my course application, including any academic documents. I acknowledge that photocopies or uncertified copies of these documents will not be accepted by Monash.

Signature:

Date:

# INTERNATIONAL STUDENT COURSE AGREEMENT

## PART B: OFFER TERMS AND CONDITIONS

It is important that you read and understand the terms and conditions in this section as it lists the rules by which you will be expected to abide by as well as how your International Student Course Agreement (ISCA) will be handled and managed by Monash. Acceptance of these terms and conditions is necessary to accept your offer.

### 1. Your information

- 1.1. You warrant that the information you provide in this Agreement is true, complete and correct. If you supply or supplied false, incomplete or misleading information, either in your course application, in this Agreement or at any time thereafter, Monash may withdraw this offer and/or cancel your enrolment at any time, and you consent to Monash then notifying Australian Government agencies and designated authorities of the change to your enrolment which may result in the cancellation of your visa.
- 1.2. You authorise Monash to access information relating to your visa status from third parties, including via the Australian Government's 'ImmiAccount' and VEVO (Visa Entitlement Verification Online) facilities. You authorise Monash to obtain information about you from any testing centre, educational institution, or professional body previously or currently attended by you for the purposes of confirming your application details or confirming that you subsequently meet the conditions of your offer.
- 1.3. You have read and understood Monash's statement on privacy available at <http://www.privacy.monash.edu.au/> and <http://www.monashcollege.edu.au/privacy> and agree with the purposes for which your personal information will be used and disclosed.
- 1.4. You acknowledge that Monash is able to release your personal information (e.g. contact details, course enrolment, breaches of your student visa conditions) to any Australian, State or Territory Government agency under the ESOS Act and when required or otherwise permitted under applicable law or legislation, or as set out in the Monash University Student Data Protection and Privacy Collection Statement available at <https://www.monash.edu/privacy-monash/privacy-collection-statements> and the Monash College Student Privacy Collection Statement available at <https://www.monashcollege.edu.au/privacy>. You acknowledge that this personal information can be disclosed by Monash without your explicit future consent.
- 1.5. If you have received sponsorship for your study and/or you are under the age of 18, you give permission for Monash to provide your sponsor, parent, legal guardian or Monash appointed student guardian with information about your visa status, Overseas Student Health Cover, enrolment and academic progression and any known issues or incidents affecting your wellbeing, or academic progress in any course you undertake at Monash.
- 1.6. If you accept this offer you will be bound by:
  - 1.6.1. the Monash Student Charter <https://www.monash.edu/students/admin/policies/student-charter> and applicable statutes, regulations, policies and procedures of Monash University <https://www.monash.edu/policy-bank> while you are a student at Monash University and
  - 1.6.2. applicable policies and procedures of Monash College <https://www.monashcollege.edu.au/about-us/policies-procedures> as amended from time-to-time) while you are a student at Monash College.
- 1.7. You agree to abide by the Student Charter, statutes, regulations, policies and procedures as applicable under clause 1.6 and if there are any inconsistencies, the Student Charter, statutes, regulations, policies and procedures will prevail over this Agreement.
- 1.8. You are responsible for keeping a copy of this Agreement, once signed, and receipts for any payments of fees made to Monash.

### 2. Your visa

- 2.1. You warrant that you do not hold Australian or New Zealand citizenship and are not a permanent resident of Australia, and that you are a Genuine Student for the purposes of 'Direction No 69 Assessing the Genuine Student Criterion for Student Visa and Student Guardian Visa Applications' given under s499 of the Migration Act 1958, or like direction. For further information concerning student visas, you can reference <https://www.monash.edu/study/how-to-apply/international-student-applications/visa-requirements>.
- 2.2. If during the term of this Agreement your visa status changes so that you become either an Australian Permanent Resident or an Australian or New Zealand Citizen, then this Agreement will terminate with effect immediately and you must contact the relevant Faculty for information about applying to study as a domestic student in Australia.

# INTERNATIONAL STUDENT COURSE AGREEMENT

- 2.3. You understand that there are additional steps necessary for obtaining a Student Visa (subclass 500). Once you are issued with a Confirmation of Enrolment (CoE), you must take the steps necessary for obtaining a Student Visa (subclass 500). Specifically you should review the 'Gather your documents' section and use the Document Checklist tool on the Department of Home Affairs website <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500#HowTo> to understand the types of evidence you will need to provide in support of your visa application. This may include proof of family relationships, Genuine Student statements, proof of financial capacity, and proof of English language proficiency.
- 2.4. If you will be under the age of 18 at the time of arrival in Australia for study at Monash and hold, or plan to obtain, a student visa, it is your responsibility to make the necessary guardianship and accommodation arrangements that satisfy Monash and Australian Government requirements. Your parents or legal guardian must provide all the relevant information to Monash as outlined at <https://www.monash.edu/students/international/under-18> for a course commencement at Monash University or <https://www.monashcollege.edu.au/life-at-monash-college/under-18s> for a course commencement at Monash College before your accommodation and welfare arrangements can be approved. This information is required to process acceptance of this offer.
- 2.5. You accept the responsibility of obtaining, holding and complying with a visa that permits you to study full-time in Australia for the duration of your course. You are advised to commence the student visa application process as soon as you have been issued with your CoE. A CoE will only be issued once you have accepted your offer of a place at Monash by signing this Agreement, providing any additional information for acceptance of this offer (e.g., passport details; if under 18, acceptance of this offer by your parent or legal guardian), and meeting any required minimum payment obligations.
- 2.6. If issued a **conditional** CoE, you accept responsibility for ensuring that you meet any outstanding conditions **prior** to your arrival in Australia. Failure to do so may result in revocation of your offer and your student visa being cancelled.
- 2.7. It is your responsibility to ensure that your student visa is obtained in sufficient time for you to arrive at Monash by the required arrival date for your orientation in preparation for your studies. The required arrival date for this offer is stated in Part A.

## 3. Overseas Student Health Cover (OSHC)

- 3.1. It is a condition of student visas that visa-length OSHC be purchased and maintained for the duration of your visa: [https://www.privatehealth.gov.au/health\\_insurance/overseas/overseas\\_student\\_health\\_cover.htm](https://www.privatehealth.gov.au/health_insurance/overseas/overseas_student_health_cover.htm). Failure to have OSHC may result in you being non-compliant with the requirements of your student visa. If you are accompanied by immediate family to Australia, you must also purchase and maintain visa-length OSHC for them.
- 3.2. If your particular visa type does not require that OSHC be obtained for you or your family you must indicate this in Part A.
- 3.3. There are exemptions for Norwegian, Swedish and Belgian students where OSHC is not required when on a student visa. Refer to:
  - [https://www.privatehealth.gov.au/health\\_insurance/overseas/overseas\\_student\\_health\\_cover.htm](https://www.privatehealth.gov.au/health_insurance/overseas/overseas_student_health_cover.htm)
  - <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500#Eligibility> - click on 'Check your eligibility' link found mid-page and expand the 'Have adequate health insurance' section.If you meet the exemption requirements you must indicate this in Part A.
- 3.4. If your sponsor is responsible for payment of your OSHC, you must indicate this in Part A and provide a financial affidavit or guarantee from your sponsor to Monash stating the type and length of cover.
- 3.5. You may purchase health cover through Monash's preferred provider, or you may arrange OSHC through another provider.
  - 3.5.1. If you choose to purchase OSHC through Monash you will need to indicate the type of cover you wish to purchase in Part A:
    - a) **single** covers only one valid student visa holder; i.e. you
    - b) **dual family** covers only one valid student visa holder plus either one adult spouse, or recognised de-facto partner, or one or more dependent children; i.e. you and a spouse/partner OR you and your children

# INTERNATIONAL STUDENT COURSE AGREEMENT

- c) **multi-family** covers one student visa holder plus one adult spouse or recognised de-facto partner, and one or more dependent children; i.e. you AND a spouse/partner AND your children
- 3.5.2. If you choose to purchase OSHC through Monash's preferred provider, Monash will facilitate the scheduling of your OSHC policy with Allianz Care, including the provision of your personal details required to schedule your policy. Note: the OSHC fee quoted on this agreement is based on information available from Allianz Care at the time that this offer was made, and is subject to change by Allianz Care. Information on Allianz Care along with its most up to date OSHC price list can be found at <https://www.monash.edu/students/admin/fees/other-costs/overseas-health-cover>
- 3.5.3. If you choose to purchase OSHC through a non-Monash provider, you will need to indicate this in Part A along with the provider's name, and provide evidence to Monash from the provider of the type and length of your cover.
- 3.6. If you indicate purchase of OSHC through Monash, and payment is less than the required amount, Monash may, at its election, either (a) allocate part of a tuition fees payment to make up the shortfall of the OSHC amount owed and you will be required to pay this amount to Monash when you arrive, or (b) contact you and you will be required to make additional payment of the outstanding OSHC amount immediately.
- 3.7. If you wish to accept only part of a packaged offer, defer your commencement, or undertake a program extension, the relevant OSHC premium information can be obtained from: <https://www.monash.edu/students/admin/fees/other-costs/overseas-health-cover/calculator>. Your OSHC is based on the start and end dates of your student visa for study in Australia.

## 4. Studying at Monash

- 4.1. Before you can enrol in your course or program, you must continue to meet the entry requirements for your course or program which includes satisfying any conditions outlined in this Agreement. If you fail to meet entry requirements or to satisfy any conditions outlined in Part A, you will not be allowed to enrol and cannot commence your course. In these circumstances, Monash may, at its option, terminate this Agreement and cancel your CoE.
- 4.2. Upon request by Monash, you will be required to present originals, certified copies, or notarized copies of documents provided online with your course application after you have commenced your course. We strongly advise that you bring official copies of your results and tests with you to Australia to avoid undue delay in providing these documents to Monash when requested. Failure to present documents when requested may result in Monash terminating this Agreement, cancelling your enrolment and cancelling your CoE.
- 4.3. You confirm that you have read and understood the description of your course(s) and understand that all teaching and assessment is conducted in English unless otherwise stated (i.e. language other than English units). Monash may require you to undergo a test of English proficiency if it has concerns about, or is unable to assess, your level of English proficiency. Each course/program within Monash has differing levels of English proficiency required for entry and by accepting this offer you confirm that you have exercised your independent judgement and agree that you have the level of English language required to succeed with this course.
- 4.4. You understand that Monash does not warrant that your enrolment in, or completion of, a course or program will enable you to obtain any particular employment or to remain in Australia upon completion of the course.
- 4.5. The course offer in this Agreement does not represent a completed qualification or award of Monash University or Monash College Pty Ltd. This Agreement describes education and ancillary services offered to you in response to your course or program application and indicates that you have been assessed as meeting any entry criteria at a level sufficient to commence the offered Monash course or program only (upon meeting any conditions set out in Part A). It does not guarantee the obtainment of a conferred qualification or award of Monash University or Monash College Pty Ltd.
- 4.6. You will advise Monash within seven (7) days of any changes to your current residential address in Australia, mobile number (if any), email address, and details of whom to contact in emergency situations while you are enrolled at Monash.
- 4.7. You must enrol in your course before your course commencement date or by the required enrolment date as set out in Part A. If you do not enrol by the required date, your offer will expire and you will be required to reapply. Requests for late enrolment (after the required enrolment date or commencement of the course) is at the discretion of Monash and permission to enrol late is not guaranteed. Decisions to allow late enrolment may take time to adjudicate so do not leave these requests to the last minute. It is recommended that your request for late enrolment is received by Monash at least two (2) weeks before the required date.

# INTERNATIONAL STUDENT COURSE AGREEMENT

- 4.8. You must arrive at Monash no later than the required arrival date, and you should endeavour to arrive by the recommended arrival date, if relevant, set out in Part A of this offer. If you are unable to arrive by the required arrival date you must seek approval to arrive late. Not all requests for late arrival are granted, so it is important to contact Monash as soon as possible to request permission to arrive late. It is recommended that these requests are received at least two (2) weeks before the required arrival date. Late arrival with no prior approval may result in you being unable to commence the course.
- 4.9. If you are unable to enrol or commence the course by the dates in this Agreement, you may elect to defer your course offer. Applications for deferral are not automatically approved. If your deferral is approved, you must continue to meet all entry standards for your course or program for the negotiated future commencement date including proof of English proficiency. If granted, you will be issued a revised ISCA and will need to accept the new offer:
- 4.9.1. [Monash University coursework](#) – generally granted for up to 12 months
  - 4.9.2. [Monash University graduate research programs](#) – granted on a case by case basis
  - 4.9.3. [Monash University exchange and study abroad programs](#) – generally not granted but when granted are no more than one semester
  - 4.9.4. [Monash College \(e.g. Diploma courses\)](#) – generally granted for up to 12 months
  - 4.9.5. [Monash University Foundation Year \(MUFY\)](#) – generally granted for up to 12 months
  - 4.9.6. [Monash University English Language Courses \(MUELC\)](#) – generally granted for up to 12 months
- If the desired deferral period for the course or program exceeds the relevant 'generally granted' maximum period set out above, you may need to re-apply to Monash for admission into the future intake, and Monash makes no warranty or promise that an offer will be made.
- 4.10. If you do not enrol or arrive by the dates set out in this Agreement, and have not been granted a deferral, Monash is required by the ESOS Act to report you to the Australian Government and cancel your CoE.
- 4.11. You will attend all required formal and informal course or program sessions as outlined in your relevant handbook, policies and procedures (e.g. classes, supervised study sessions and assessment sessions), undertake all compulsory assignments and assessments, and strive to meet satisfactory progress in your coursework or program milestones. You will seek appropriate assistance from Monash lecturers, tutors, counsellors and other support staff if you experience difficulties with any aspect of your course, or welfare.
- 4.12. If you are being offered a packaged offer, note that Monash College Pty Ltd and Monash University are separate educational institutions and only Monash University offers tertiary level courses. Upon successful completion of a Monash College Pty Ltd component at the required standard for and subsequent admission to, a Monash University course of study, you will be considered to be a commencing student at Monash University. Enrolment in a Monash College Pty Ltd course of study does not give you the status of a 'continuing' student at Monash University, for tuition fees or any other purpose.

## 5. Tuition and non-tuition fees

Tuition fees amounts in this section are referring to the **amount of tuition outlined in Part A of your Agreement**. If the tuition fees amount is zero, you should still be aware of the terms and conditions concerning fees at Monash.

- 5.1. Formal acceptance of this offer involves paying a tuition fees deposit when required and, where applicable, an administration fee, by the offer expiry date along with the signed return of this offer. You must indicate the amounts to be paid for tuition and other items in Part A of this Agreement (this may be pre-filled for you if your ISCA can be accepted online), and provide proof of payment of these amounts to Monash. If the minimum required payments are not made by the offer expiry date, this offer will expire and a further offer may not be made to you. Payments made for expired offers will be handled by the Monash refund procedures as set out in this Agreement.
- 5.2. If there is a balance due for tuition fees for the commencing teaching period, Monash will invoice you for the balance of that teaching period's fees and any other relevant fees after enrolment. Tuition fees for teaching periods will be invoiced as per the dates listed here:  
<https://www.monash.edu/students/admin/fees/payment/dates>. If you are receiving a sponsorship or scholarship from an organisation other than Monash that covers all or part of your tuition fees, your tuition fees will be invoiced to your sponsor or scholarship provider. You must provide a financial affidavit or guarantee from your

# INTERNATIONAL STUDENT COURSE AGREEMENT

sponsor or scholarship provider as part of acceptance of this offer. Financial affidavits or guarantees must be in English.

- 5.3. The tuition fees set out in Part A will not change except in accordance with this Agreement.
- 5.4. Monash generally sets course fees for the upcoming calendar year, six (6) months in advance. Therefore if you are not scheduled to commence your course in the calendar year shown in Part A, or arrange to defer your course commencement date, your tuition fees may be different to the fees set out in this offer. To determine the exact tuition fees for your commencing intake, you can check the updated amount for your course at <https://www.study.monash/courses> or <https://www.monash.edu/study-abroad/inbound/before-you-arrive/financial-information> once they have been published. You will be charged for any difference between the tuition fees in Part A and the actual updated tuition fees for your commencing year after enrolment.
- 5.5. The tuition fees quoted in Part A are based on the calendar year stated and for a standard 1.0 Equivalent Full-Time Study Load (EFTSL) of 48 credit points per year. Any student enrolled in more or less than 48 credit points per year (e.g., intensive courses or exemptions) will be invoiced in accordance with their study load. Students will be invoiced for the total value of enrolled units at the start of the relevant teaching period.
- 5.6. Monash reserves the right to adjust tuition fees for future years of your course. Adjustments will be applied on the first day of January each year for teaching periods with a census date thereafter.
- 5.7. If you are awarded and accept any credit exemptions towards your course **after** you have accepted this offer, the tuition fees and the duration of your course will be adjusted proportionally for the credit points/load of your enrolment. You will be issued with new CoE if your course duration has changed as a result of the awarded credit.
- 5.8. If you withdraw from all studies at Monash, and subsequently want to continue your Monash course, you will be required to re-apply for entry to the course. Future offers are not guaranteed, and will be subject to a new ISCA being entered, which will contain new tuition fees.
- 5.9. If you choose to pay more than the minimum tuition fees deposit and/or if the tuition fees paid exceeds your actual teaching period tuition charge because of your enrolment load, you authorize Monash to allocate that overpayment towards your next teaching period's tuition fees. If wish to use part/all of these pre-paid fees to pay for another course or administration fee at Monash, you authorize Monash to transfer the pre-paid fees towards the new course.
- 5.10. There may be non-tuition fees associated with your course or program. Non-tuition fees are an amount of money that Monash receives from a student or someone on behalf of a student, that is not for tuition. Non-tuition fees include but are not limited to:
  - 5.10.1. any money other than tuition fees payable to Monash or a Monash partnered institution that must be paid for the student to gain admission into, or progress through, their course;
  - 5.10.2. administrative charges such as any fees payable to review an assessment mark or final subject mark, defer a course of study, or as a penalty for late payment of tuition fees;
  - 5.10.3. any cost of additional support required to undertake study due to a medical condition not listed as covered by Monash <https://www.monash.edu/students/support/disability>;
  - 5.10.4. administrative charges resulting in the assistance of the student to apply for or hold a student visa;
  - 5.10.5. textbooks, reading materials or specialty equipment whether compulsory or optional;
  - 5.10.6. accommodation;Current Monash non-tuition fees can be found here and may depend upon which units you enrol in: <https://www.monash.edu/students/admin/fees/other-costs>
- 5.11. You declare that you have sufficient funds to finance the costs of tuition (including tuition fees), living expenses, return airfares, non-tuition fees and any other incidental costs for yourself for the duration of your course. The following references are available for your consideration:
  - <https://www.monash.edu/study/why-choose-monash/our-locations/life-in-melbourne/cost-of-living>
  - <https://www.studyaustralia.gov.au/english/live/living-costs>
- 5.12. You declare that you have sufficient funds to finance educational and other living costs and expenses of any person or dependents who accompany you to Australia for the duration of your course. If you have any school-aged dependents accompanying you to Australia then they must attend school, and you are responsible for the full fees they are required to pay if enrolled in either a government or a non-government school.

# INTERNATIONAL STUDENT COURSE AGREEMENT

## 6. Monash obligations

- 6.1. Monash shall use its reasonable efforts to provide the course as advertised, but may at its sole discretion alter any part of the course, including but not limited to a practical training requirement, and may postpone or cancel the course.
  - 6.1.1. If for whatever reason (including due to circumstances outside of Monash's control), it is impossible for you to be physically present in Australia for training requirements that your course requires you to undertake in person (such as medical and teaching practicums), and you cannot progress your course without undertaking that relevant study component, you will need to defer or intermit (as applicable) the course until you are able to physically be in Australia to undertake the relevant study component.
- 6.2. Monash makes no guarantee that:
  - 6.2.1. there are unlimited places available in the course. Places in the course are allocated in order of acceptances received, and once all places are allocated, the course will be deemed full and this course offer will not be able to be accepted by you. In this case, you may request to defer your offer to a future intake that is not full which will result in a new ISCA for you to accept.
  - 6.2.2. every course will be offered in any particular teaching period. Courses offered in any specific teaching period are subject to change by Monash from time to time.
- 6.3. Monash is obliged to notify Australian Government agencies and authoritative bodies of any changes to a student's enrolment status.

## 7. Termination

- 7.1. Monash may terminate this Agreement and cancel your enrolment as a student of Monash, upon the provision of seven (7) days written notice, if:
  - 7.1.1. You are in default of terms within this Agreement. Examples of when you will be in default of this Agreement include, but are not limited to:
    - a) You have not arrived in Australia and commenced your course by the course commencement date, provided that you have not previously been granted a deferred commencement date, and Monash is providing the course on the commencement date
    - b) You fail to pay an amount you were required to pay to Monash directly or indirectly to undertake the course
    - c) You breach a condition of your student visa
    - d) Your behaviour, provided Monash has accorded you natural justice before enacting this, is deemed to be in breach of Monash's statutes, regulations, policies and procedures
  - 7.1.2. In the reasonable opinion of Monash, your becoming or remaining a student of Monash may place it in breach of any applicable law, including a law that implements United Nations (UN) sanctions
  - 7.1.3. In the reasonable opinion of Monash, you are not a Genuine Student for the purposes of 'Direction No 69 – Assessing the Genuine Student Criterion for Student Visa and Student Guardian Visa Applications', given under s499 of the Migration Act 1958, or like Direction
  - 7.1.4. In its absolute discretion, Monash considers it appropriate to do so.
- 7.2. You may terminate this Agreement and cancel your enrolment as a student of Monash for any reason, upon the provision of seven (7) days written notice. Your right to a refund of fees or obligations to pay any further fees to Monash will be determined in accordance with this Agreement.
- 7.3. You request, in writing, a transfer to another institution. Monash will determine a request to transfer you to another institution in accordance with Monash's [Enrolment and Timetable Policy](#) and [International Student Transfer between Registered Providers Procedures](#). If the request is approved, Monash will terminate this Agreement and cancel your enrolment as a student of Monash. Your right to a refund of fees or obligation to pay any further fees to Monash will be determined in accordance with this Agreement.

## 8. Refund of fees

- 8.1. Non-tuition fees and other study costs are normally not refundable, but some faculties may consider refunds in exceptional circumstances and should be contacted for further advice. In the case of fees paid to Monash

# INTERNATIONAL STUDENT COURSE AGREEMENT

Residential Services for accommodation, contact Monash Residential Services if seeking a refund (<https://www.monash.edu/accommodation>).

## 8.2. Full refund of tuition fees (excluding Monash College English Language Courses)

A full refund of all tuition fees paid for the current teaching/research period and future teaching/research periods (including tuition deposit fees for courses to be undertaken in future teaching/research periods as part of a packaged offer) will be made:

- 8.2.1. in the event that the offer set out in this Agreement is withdrawn by Monash prior to your commencement in the course.
- 8.2.2. if Monash makes this offer on the basis of incorrect or incomplete information being supplied by you, or from any person on your behalf, to Monash and this Agreement is terminated prior to your commencement in the course.
- 8.2.3. where Monash is unable to provide the course in this Agreement, the course has not commenced, and you do not accept an alternative course offer.
- 8.2.4. where you give written notice of your inability to undertake the course on or before the current teaching/research period census date due to:
  - a) illness or disability of you or a close family member (parent, sibling, spouse or child) which prevents you from studying the course and you supply documentary evidence of the illness or disability that is accepted by Monash as being sufficient; or
  - b) death of a close family member (parent, sibling, spouse or child) preventing you from studying the course and you supply documentary evidence of the death that is accepted by Monash as being sufficient; or
  - c) your exclusion from Monash University for reasons other than misconduct pursuant to Part 7 or 13 of the Monash University (Council) Regulations, or by Monash College pursuant to the Academic Progress Policy or Student Code of Conduct; or
  - d) your exclusion from Monash University for reasons other than those pursuant to section 14 of the Monash University (Vice Chancellor Regulations); or
  - e) where you are a non-Genuine Student (<https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500/genuine-student-requirement>) as determined by Monash
  - f) other special or extenuating personal circumstances preventing you from studying the course, and you supply documentary evidence of these circumstances that Monash University accepts as sufficient (as determined at the discretion of the Associate Director, Student Finance)

## 8.3. Partial refund of tuition fees (excluding Monash College English Language Courses)

A partial refund of tuition fees paid for current and future teaching periods will be made to you if:

- 8.3.1. you do not satisfy a condition of the offer set out in Part A of this Agreement (if applicable). A refund of all tuition fees paid for the current teaching/research period and tuition deposit fees for courses to be undertaken in future teaching periods as part of a packaged offer will be made, minus \$500 per course not to be undertaken by you.
- 8.3.2. you provide more than four (4) weeks written notice prior to the commencement of the first teaching/research period of the course of your inability to undertake the course, for reasons not covered under section 8.2. A refund of all tuition fees for the current teaching/research period and any tuition deposit fees for courses to be undertaken in future teaching/research periods as part of a packaged offer will be made, minus \$500 per course not to be undertaken by you.
- 8.3.3. you give less than four (4) weeks written notice prior to the commencement of the first teaching/research period of the course and prior to the census date, of your inability to undertake the course. A refund of 50% of all tuition fees for the current teaching/research period and any tuition deposit fees paid for courses to be undertaken in future teaching/research periods as part of a packaged offer will be made, minus \$500 per course not to be undertaken by you.
- 8.3.4. you withdraw from or discontinue your course prior to the census date, as available at the links below:
  - Monash University - <https://www.monash.edu/students/admin/enrolments/dates/census>
  - Monash College Diplomas - <http://www.monashcollege.edu.au/courses/diplomas/dates-and-fees>
  - Monash University Foundation Year - <http://www.monashcollege.edu.au/courses/foundation-year/dates-and-fees>

# INTERNATIONAL STUDENT COURSE AGREEMENT

A refund of 50% of all tuition fees for the current teaching/research period and any tuition deposit fees paid for courses to be undertaken in future teaching/research periods as part of a packaged offer will be made, minus \$500 per course not to be undertaken by you.

- 8.3.5. there is a refusal by Australian Government authorities to grant you a visa and the refusal was a reason that directly or indirectly caused you to default under this Agreement. A refund of all tuition fees paid for the current teaching/research period and tuition deposit fees for courses to be undertaken in future teaching/research periods as part of a packaged offer will be made, less a fee. This fee shall be the lesser of (i) 5% of the total amount of pre-paid fees Monash University has received before the day of default in respect of the course/s now not being undertaken, and/or (ii) the amount of \$500.
- 8.3.6. there is a refusal by Australian Government authorities to grant you a visa renewal and the refusal directly or indirectly caused you to default under this Agreement. A refund is equal to the weekly tuition fee multiplied by the weeks in default for the current teaching period, and a full refund of tuition fees paid for future teaching periods.
- 8.3.7. at the discretion of the Associate Director, Student Finance, where other special or extenuating personal circumstances prevent you for studying the course and you supply documentary evidence of these circumstances that Monash University accepts as sufficient. Monash University will refund the part of tuition fees considered appropriate at the discretion of the Associate Director, Student Finance.

## 8.4. No refund of tuition fees (excluding Monash College English Language Courses)

There will be no refund of tuition fees paid if:

- 8.4.1. you withdraw course acceptance or enrolment from a course after the census date. Monash will, however, refund any tuition fees paid in advance for future teaching/research periods that will no longer be undertaken, minus an amount of \$500.
- 8.4.2. you have not formally withdrawn from your course and fail to enrol/re-enrol. Monash will, however, refund any tuition fees paid in advance for future teaching/research periods that will no longer be undertaken, minus an amount of \$500.
- 8.4.3. you are a Higher Degree by Research student who withdraws from a course more than four (4) weeks after the commencement of the course. Monash will, however, refund any tuition fees paid in advance for future teaching/research periods that will no longer be undertaken, minus an amount of \$500.
- 8.4.4. you have been excluded by Monash University for misconduct pursuant to Part 7 or Part 13 of the Monash University (Council) Regulations or by Monash College pursuant to the Student Code of Conduct / Misconduct Policy. Monash will, however, refund any tuition fees paid in advance for future teaching/research periods that will no longer be undertaken, minus an amount of \$500.
- 8.4.5. you have been excluded for unsatisfactory progress or inability to progress pursuant to Part 4 of Part 6 of the Monash University (Academic Board) Regulations, or by Monash College pursuant to the Academic Progress Policy. Monash will, however, refund any tuition fees paid in advance for future teaching/research periods that will no longer be undertaken, minus an amount of \$500.
- 8.4.6. you provide any false, incomplete, misleading information or fraudulent documents, either in your course application, or at anytime thereafter to Monash University or Monash College.
- 8.4.7. you are otherwise in breach of this Agreement not explicitly covered in sections 8.2 and 8.3. Monash will, however, refund any tuition fees paid in advance for future teaching/research periods that will no longer be undertaken, minus an amount of \$500.
- 8.4.8. in lieu of a refund, and where Monash is unable to provide the original course, you elect to accept enrolment in an alternate course offered to you. Monash will, however, refund any tuition fees paid in advance for future teaching/research periods that will no longer be undertaken, minus an amount of \$500.
- 8.4.9. Monash is prohibited from doing so by relevant sanctions/laws.
- 8.4.10. your tuition fees were originally paid by a prepaid gift card and/or prepaid debit/credit card.
- 8.4.11. you defer the commencement of your course, in which case the tuition fees will be transferred to your next teaching period.

## 8.5. Full refund of tuition fees (Monash College English Language Course only)

You will receive a full refund of all relevant tuition and tuition deposit fees, less the administration fee for an English Language Course if:

# INTERNATIONAL STUDENT COURSE AGREEMENT

- 8.5.1. You give written notice of cancellation of enrolment at least four weeks prior to the commencement of the course.
- 8.5.2. where Monash College does not accept the application for enrolment.
- 8.5.3. if Monash College is unable to deliver the course and is unable to offer the student a place in a suitable alternative course.

## 8.6. Partial refund of tuition fees (Monash College English Language Course only)

You will receive a partial refund of all relevant tuition and tuition deposit fees for an English Language Course if:

- 8.6.1. you give less than four weeks notice, prior to the commencement of the teaching period of the course of your inability to undertake the course, in writing to Monash College. A full refund of tuition fees paid for future teaching periods, less the equivalent of five weeks tuition fees will be made. The administration fee is not refundable.
- 8.6.2. you are refused a visa and the refusal was for a reason that directly or indirectly causes you to default under this Agreement. In this case, Monash will refund tuition fees paid for the current teaching period and any tuition deposit fees for courses to be undertaken in future teaching periods as part of a packaged offer, less a fee. This fee shall be the lesser of (i) 5 per cent of the total amount of pre-paid fees Monash has received before the day of default in respect of the course(s) now not being undertaken, or (ii) the amount of \$500.

## 8.7. No refund of tuition fees (Monash College English Language Courses only)

No refund of tuition fees will be made if:

- 8.7.1. Monash receives your written notice of cancellation of enrolment in the course on or after the commencement of the course.
- 8.7.2. you have been excluded for misconduct by Monash College pursuant to the Student Misconduct Policy.
- 8.7.3. you have been excluded for unsatisfactory progress or inability to progress by Monash College pursuant to the Academic Progress Policy.
- 8.7.4. you do not formally withdraw from a course but fail to enroll/re-enrol.
- 8.7.5. you provide any false, incomplete, misleading information or fraudulent documents either in your course application, or at anytime thereafter to Monash
- 8.7.6. you are otherwise in breach of this Agreement not otherwise covered by clauses 8.5 and 8.6.
- 8.7.7. Monash is prohibited from doing so by relevant sanctions/laws.

## 8.8. How refunds will be made

- 8.8.1. You should start the refund process by submitting a request at <https://www.monash.edu/students/admin/fees/refunds-remission-credit/apply-refund>.
- 8.8.2. Where payment was made by credit card, the refund will be processed to the same credit card if payment was made within the past seven months.
- 8.8.3. Where payment was made by a registered third party (sponsor), the refund will be issued to the registered third party.
- 8.8.4. In all other cases refund amounts will be issued to the student, or at the student's request, to a nominated third party, and will be processed in the following manner:
  - a) refunds to the student will be processed by telegraphic transfer (overseas) or Electronic Funds Transfer (within Australia).
  - b) refunds to a nominated third party may be paid by telegraphic transfer or EFT, when relevant bank account details and supporting documentation are provided.
  - c) refunds to a nominated third party may be processed by bank draft (overseas) or cheque (within Australia).
- 8.8.5. Refunds that are granted will be paid within four (4) weeks of receiving a refund application from you, except for circumstances set out in 8.2.3 in which case the refund will be paid to you within two (2) weeks of the day on which the course ceased being provided.
- 8.8.6. The refund amount calculated in Australian dollars (AUD) will normally be made in the currency of your country of permanent residence and payable in that country. Exceptions include non-tradable currencies (where the refund would normally then be paid in US dollars) or payment to another Australian educational institution. Monash is not liable for any variance due to foreign exchange rate fluctuations.

# INTERNATIONAL STUDENT COURSE AGREEMENT

8.8.7. Any equipment issued to you for your use during your course must be returned in an appropriate condition, or the replacement value of the item will be deducted from any refund amount.

8.8.8. The refund amount will be calculated by the terms governing the type of refund (full or partial) and after all debts to Monash have been paid and after clearance of relevant cheques, receipt of all telegraphic transfers and/or direct deposits.

## 8.9. Transfers in lieu of a refund - Monash College Pty Ltd English Language Courses only

In lieu of a refund, you may elect, in some instances, to transfer any tuition fees paid for Monash College English Language Courses (the administration fee is not refundable) toward formal award courses at Monash University and Monash College Pty Ltd provided that:

- a) no transfers will be made to another English Language course provider, or any other institution other than Monash, or for or on behalf of any other student; and
- b) you request such a transfer, in writing, to Monash College Pty Ltd and can provide evidence of acceptance into a formal award course at either Monash University or Monash College Pty Ltd.

## 8.10. Complaints and appeals concerning refund application

In the event that you wish to contest Monash's handling or rejection of your request for a refund, you have access to established dispute resolution procedures set out in section 10. This process does not circumscribe your right to pursue other legal remedies.

## 9. Tuition Protection Service

9.1. In the event that the course in this Agreement cannot be or is not delivered by Monash, Monash is required to offer you placement in an alternative course or offer you a refund in accordance with this Agreement. Where Monash is unable to fulfil these obligations the Tuition Protection Service will assist you in these arrangements.

## 10. Complaints and Appeals

10.1. Complaints are dealt with in accordance with Monash's established dispute resolution processes. You can read about Monash's complaint handling process here:

Monash University:

- a) Student Complaints Policy and Student Complaints Procedure  
<https://publicpolicydms.monash.edu/Monash/documents/1935801> and  
<https://publicpolicydms.monash.edu/Monash/documents/1935789>

Monash College Pty Ltd:

- a) Academic and Non-Academic Complaint and Appeals Policy and Procedure  
<https://www.monashcollege.edu.au/about-us/policies-procedures/complaints-and-appeals>

10.2. Appeals are dealt with in accordance with Monash's established dispute resolution processes.

Monash University:

- a) If you are not satisfied with the resolution of your complaint at Monash University, in certain circumstances, you may refer your complaint to the Monash Ombudsman. You can read about the appeals process with the Monash Ombudsman in the University Student Ombudsman Policy and Procedure <https://publicpolicydms.monash.edu/Monash/documents/1909267> and <https://publicpolicydms.monash.edu/Monash/documents/1909258>.
- b) If you're not satisfied with the complaint resolution by the Monash Ombudsman or the Monash Ombudsman is unable to deal with your complaint, you may refer your complaint to the Victorian Ombudsman. You can find the Victorian Ombudsman's details here: <https://www.ombudsman.vic.gov.au/>.

Monash College Pty Ltd:

- a) If you are not satisfied with the resolution of your complaint at Monash College, you may refer your complaint to the Office of the Commonwealth Ombudsman. You can find details here: <https://www.ombudsman.gov.au/about/how-can-we-help-you>.

# INTERNATIONAL STUDENT COURSE AGREEMENT

10.3. This Agreement and the right to make complaints and seek appeals of decisions and action under various processes, does not affect your rights to take action under the Australian Consumer Law if the Australian Consumer Law applies.

## 11. General Terms

### 11.1. Jurisdiction

- a) You agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement.
- b) You agree to irrevocably waive any objection that you may now or in the future have to the venue of any proceedings, and any claim you may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11.1(a).

### 11.2. Electronic signing

This Agreement may be executed by electronic signature when available (regardless of the form of electronic signature utilised) and this method of signature is conclusive of your intention to be bound by this Agreement, as if physical signing had occurred.