

## UTS College Scholarship Terms and Conditions

### Foundation, Diploma and Pre Masters Scholarship

These Scholarship Terms and Conditions (**Terms**) set out the terms and conditions upon which the Scholarship set out below will be provided by UTS College Limited (ACN 001 425 065) (**UTS College**) to the recipient of the Scholarship (**Recipient**). These Terms may be amended by UTS College from time to time. If a Recipient has signed the Letter of Offer, UTS College may only amend these Terms on written notice to you, and such amendments will apply from the date of notice, or such other date as set out in our notice to you.

<b>Scholarship</b>	Foundation, Diploma and Pre Masters Scholarship
<b>Scholarship Amount</b>	The scholarship amount set out in the Letter of Offer
<b>Eligibility Criteria</b>	<p>The Recipient must:</p> <ul style="list-style-type: none"> <li>(a) be an international student (ie not an Australian or New Zealand citizen or a permanent resident of Australia or New Zealand);</li> <li>(b) meet all entry requirements for the UTS Foundation Studies course, a UTS College diploma or UTS Graduate Certificate course (as applicable) as set out on UTS College's website and/or as communicated to the Recipient by UTS College; and</li> <li>(c) undertakes studies on a Full-Time Study Load and in person at UTS College's and/or its representative campuses.</li> </ul>

### 1. Eligibility Criteria

- 1.1 The Recipient must meet the Eligibility Criteria set out above to receive the Scholarship.
- 1.2 UTS College may amend the Eligibility Criteria prior to an Offer being made to the Recipient.

### 2. Offer

- 2.1 The Scholarship is only offered to students who meet the Eligibility Criteria and receive an unconditional offer to enrol in a Course at UTS College.
- 2.2 Meeting the requirements set out in clause 2.1 do not automatically entitle a student to a Scholarship offer and UTS College is not obliged to offer the Scholarship to students who meet the Eligibility Criteria. UTS College will offer scholarships and select Recipients in its sole discretion.

### **3. Acceptance**

- 3.1 The Recipient must use best endeavours to accept the Scholarship within the period of time for acceptance set out in the Letter of Offer, by completing, signing and submitting back to UTS College, the Acceptance Form.
- 3.2 The Scholarship offer is valid for the period that the Letter of Offer is valid. If the Recipient does not accept the Letter of Offer and therefore the Scholarship within such time, UTS College reserves the right to extend the timeframe or withdraw the Scholarship offer, in which case the Recipient will not be entitled to the Scholarship.
- 3.3 By accepting the Scholarship, the Recipient agrees to be bound by the Letter of Offer, Acceptance Form and these Terms.

### **4. Scholarship**

- 4.1 Subject to these Terms and acceptance of the Scholarship offer, and provided the Recipient meets the Eligibility Criteria and the ongoing eligibility criteria set out in clause 5.1, and the Recipient does not have any outstanding debts owing to UTS College, at the start of the Recipient's second or final semester of the Course (as applicable), the Recipient's invoice for the Course Tuition Fee for their second or final semester of the Course (as applicable) will be reduced by the Scholarship Amount .
- 4.2 The Scholarship Amount:
- (a) will not be paid into the Recipient's personal bank account;
  - (b) cannot be transferred, deferred or redeemed for cash; and
  - (c) cannot be paid in any other way or to any other third party.
- 4.3 All Scholarship offers will be made in conjunction with an offer to enrol in a Course and are specific to such Course enrolment offering.
- 4.4 If a Recipient defers enrolment in the Course, they will forfeit the Scholarship, and the Recipient will need to apply for a Scholarship again.

### **5. Ongoing eligibility criteria**

- 5.1 Unless otherwise agreed, the Recipient must, for the duration of the Scholarship:
- (a) not fail any Subjects in any semester of their Course (eg obtain a final mark above 50% for each Subject);
  - (b) maintain satisfactory attendance of the Course each semester in accordance with the Recipient's Australian visa conditions and requirements;
  - (c) maintain a Full-Time Study Load during all semesters;
  - (d) be enrolled in the relevant Course before the Enrolment Deadline; and

- (e) once enrolled in accordance with clause 5.1(d), not subsequently defer their enrolment in the Course or un-enrol in the Course.

## **6. Other conditions**

- 6.1 The Recipient must promptly inform UTS College of any changes in circumstances that would make them ineligible for the continuation of the Scholarship.
- 6.2 The offer of the Scholarship is made subject to information provided by the Recipient being true and accurate.
- 6.3 The Recipient must comply with all of UTS College's rules, policies and procedures including those relating to conduct.

## **7. Termination or suspension**

- 7.1 This clause 7 does not apply where the Scholarship Amount has already been applied in full to the Course Tuition Fee, and the reduced Course Tuition Fee has been paid in full by the Recipient.
- 7.2 UTS College may terminate or suspend the Recipient's Scholarship (in its sole discretion) if the Recipient:
  - (a) declines or defers the offer from UTS College to enrol in the Course, or withdraws from their Course after the Scholarship has been accepted;
  - (b) ceases to meet the Eligibility Criteria or the ongoing eligibility criteria set out in clause 5.1;
  - (c) resigns, withdraws or ceases to be enrolled in the Course;
  - (d) changes their enrolment in the Course (ie reduces their study load) without the prior written approval of UTS College; or
  - (e) is found guilty of misconduct in accordance with UTS College's policies and procedures.
- 7.3 If a Scholarship has been suspended by UTS College in accordance with clause 7.2, the Scholarship Amount will not be applied to the Recipient's Course Tuition Fee account in accordance with clause 4.1 until UTS College determines in its sole discretion to remove such suspension or advises the Recipient the Scholarship is terminated that it will no longer being applied to the Recipients Course Tuition Fee.
- 7.4 If a Scholarship has been terminated by UTS College, in accordance with clause 7.2, the Scholarship will be terminated and the Scholarship Amount will not be applied to the Recipient's Course Tuition Fee.
- 7.5 If the Recipient has reasonable grounds to appeal UTS College's suspension or termination of a Scholarship in accordance with clause 7.2, it may appeal UTS College's decision by making an appeal in writing to the UTS College and such appeal will be reviewed in accordance with UTS Colleges policies and procedures.

## 8. General

- 8.1 A notice, consent or other communication under these Terms is only effective if it is in writing, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address or email address.
- 8.2 If any term or provision of these Terms is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from these Terms and the remaining terms and conditions will be unaffected.
- 8.3 These Terms are governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 8.4 The Recipient is not permitted to assign, transfer or otherwise deal with these Terms or any right under these Terms.

## 9. Definitions

- 9.1 Unless otherwise set out below or defined elsewhere in these Terms, all capitalised terms set out in these Terms have the meaning given to them in the table at the start of these Terms:

**Acceptance Form** means the form that the Recipient completes, signs and submits to UTS College to accept the Course offer and Scholarship offer.

**Census Date** means the last day that a student can enrol or withdraw from a Course without having to pay the Course Tuition Fee.

**Course** means the course of study registered on CRICOS specified in the Letter of Offer.

**Course Tuition Fee** means the fees that a Recipient must pay to UTS College to be enrolled in, and undertake, the Course.

**CRICOS** means the Commonwealth Register of Institutions and Courses for Overseas Students.

**Enrolment Deadline** means the date set out as the enrolment deadline in the Letter of Offer, or if no date is set out in the Letter of Offer, the first day that the Course commences.

**Full-Time Study Load** means the study load required as per the Recipient's Australian visa conditions and requirements.

**Letter of Offer** means the letter to the Recipient offering a place in the Course and the Scholarship.

**Subject** means a unit or a component of a Course.