



English Unlimited

## GENERAL CONDITIONS OF ENROLMENT

The General Conditions of Enrolment AND the student's Letter of Offer make up the "written agreement" referred to in standard 3 of The National Code of Practice for Registered Authorities and Providers of Education and Training to Overseas Students 2007 ("National Code 2007") and which governs your enrolment at EU. The General Conditions of Enrolment may be amended from time to time and at any time without notice.

### DISCIPLINE AND BEHAVIOUR

- If you do not follow the College Code of Conduct, you may be suspended or expelled.
- If you bring to or use at the College (or on College excursions) drugs, alcohol or any other illegal substance you will be expelled from the College immediately..
- If you behave in a violent or sexually harassing manner you will be suspended or expelled from the College.
- Smoking is illegal in the College buildings and will lead to you being asked to leave the building. Local councils could charge you for breaking this law.

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### COURSE PROGRESS

All students must maintain satisfactory course progress. Student visa holders who do not make satisfactory course progress will be reported to the Department of Education, Employment and Workplace Relations (DEEWR)/ the Department of Immigration and Citizenship (DIAC).

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### COURSE HOURS

Each course consists of 20 hours of compulsory lessons and 4 hours of optional lessons. Compulsory lessons are held Monday to Thursday between 8:30am and 2:30pm, with a short break from 10:30 to 10:45am and lunch break from 12:45pm to 1:30pm. Optional lessons are held on Friday from 8:30am to 10:30pm. Depending on demand EU may extend or open additional Optional lessons. Please note that the college closes on public holidays there is no refund of course fees in respect of those days.

### COURSE ATTENDANCE

Student visa holders are required to attend a minimum of 20 scheduled course contact hours per week. All students must maintain satisfactory attendance. Satisfactory course attendance is attendance of 80% of scheduled course contact hours. Student Visa holders who do not maintain satisfactory course attendance will be reported to the Department of Education, Employment and Workplace Relations (DEEWR)/ the Department of Immigration and Citizenship (DIAC).

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### STUDENT VISA HOLDERS UNDER THE AGE OF 18 YEARS

The College does not accept student visa holders who are under the age of 18 years.

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### CHANGE OF ADDRESS

You must tell the College if you change accommodation during your course so that any mail from the College can be sent to your correct address. You must also tell DIAC of any change of address.

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## CANCELLATION AND REFUND POLICY (v1.7)

### REFUNDS

1. The Application Fee, Enrolment Acceptance Fee and Other Fees are non-refundable.
2. Other than in cases of provider default or student visa application refusal, refunds will only be made in the following circumstances:
  - a) Where you cancel BEFORE the Course Start Date  
If written notice is received not less than 14 days prior to the Course Start Date the College will refund within 28 days, the Course Fees less the Cancellation Fee. No refund of fees will be given where notice is received less than 14 days prior to the Course Start Date including where the Course Start Date has passed.
  - b) Where you withdraw from course AFTER the Course Start Date  
No refund of fees will be given once the Course Start Date has passed.
3. In cases of provider default, that is, where the College cancels or stops providing your Course for any reason, the College will, in accordance with the Act, refund within 14 days the unspent Pre-paid Fees, unless:
  - i. you withdraw from a Course before it is cancelled; or
  - ii. you accept an offer in an alternative course arranged by the College.
4. In cases where your student visa application is rejected the College will, in accordance with the Act, refund within 28 days the unspent Pre-paid Fees less 5% of the unspent Pre-paid Fees (up to a maximum amount of \$500).
5. Where you have deferred commencement in a Course and you then cancel the Course, the original Course Start Date before your request for deferment, will be used as the Course Start Date to determine whether a refund is to be made.
6. No refund will be made where the College cancels, suspends or terminates your enrolment as a result of Your Fault.
7. If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
8. If you are under 18 years old, the refund may be paid to you but only with the authority or consent of your parent or legal guardian.
9. The College may:
  - a) request further information or evidence to confirm that you are the person entitled to receive the refund or give a direction to pay the refund;
  - b) pay the refund by bank draft or company cheque (in case of refund within Australia) or by international bank draft; or
  - c) pay the refund to a bank account by direct credit (in case of refund within Australia) or by telegraphic transfer (in case of refunds outside of Australia) but only if you provide evidence that the bank account exists.
10. All refunds will be made in Australian currency only, unless the College's Bank is unable to do so in which case the refund will be made in the equivalent United States of America currency calculated using the Bank's exchange rate for the relevant date of transfer. The College is not responsible for currency exchange rate fluctuations, delays or loss of refund in transit (mail, courier, telegraphic transfer or otherwise) as a result of incorrect information provided by you.



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11. You agree that the College may change this policy at any time and the policy to be used to determine whether you receive a refund will be the policy applicable at the time you give notice of cancellation or withdrawal enrolment in a Course. For the latest policy please check [www.englishunlimited.qld.edu.au](http://www.englishunlimited.qld.edu.au).

### IMPORTANT

This agreement and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

How to withdraw from a course and get a refund

1. Complete a Student Course Variation (SCV) form. The SCV form is available from the Student Service Office. If you are under the age of 18 years your legal guardian will need to complete and sign the form.
2. Attach all relevant documents to the SCV form. You should attach documents supporting the reason for your withdrawal and confirming your identity as well as a Refund Request Form.
3. Hand in the completed forms to Student Services or email to: [refunds@englishunlimited.qld.edu.au](mailto:refunds@englishunlimited.qld.edu.au). Please make sure that your student number and current contact details (email address, mobile phone number) are on the form. Please sign and date the SCV form before handing it in. Your form will NOT be processed if it is not signed and dated.

The College will process your completed SCV form and assess whether you are entitled to a refund based on our policy. The College may ask for further information or documentary evidence. Please note that incomplete SCV forms may delay the processing of the SCV form and payment of refunds.

### Definitions

In this Refund Policy and as the context requires:

- a) "Application Fee" is the fee for processing your application to study at the College.
- b) "Cancellation Fee" means, in respect of English language Courses, an amount equal to 20% of the total Tuition Fee for the Course, and in respect of all other Courses, the Enrolment Acceptance Fee.
- c) "Course" means the course or, where you have enrolled in multiple courses, each course as set out in the Letter of Offer.
- d) "Course Fees" means, the Tuition Fees for the Course received by the College before the Course Start Date and the Enrolment Acceptance Fee.
- e) "Course Start Date" is the start date for the Course as set out in the Letter of Offer.
- f) "Enrolment Acceptance Fee" or "EAF" is the fee payable upon your acceptance of the Letter of Offer to reserve your place at the College. When you start your Course, the EAF will be applied towards the Tuition Fees otherwise it will be applied towards the Cancellation Fee.
- g) "Letter of Offer" is the letter offering a place in a Course and which will set out the fees that are payable by you in respect of the Course.
- h) "Pre-paid Fees" has the same meaning as defined in the ESOS Act and Regulations.
- i) "Other Fees" means all fees which are set out in the Letter of Offer not being the Application Fee, Enrolment Acceptance Fee and Pre-paid Fees.
- j) "Student Course Variation form" or "SCV form" means a written notice in a form prescribed by the College.
- k) "Tuition Fee" has the same meaning as defined in the ESOS Act and Regulations.
- l) "you" or "your" means the Student or the Student's legal guardian (where the student is under 18 years of age).
- m) "Your Fault" includes circumstances where:
  - a. you do not start the Course on the Course Start Date;

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- b. you withdraw from a Course either before or after the Course Start Date
  - c. you failed to pay fees;
  - d. you breached a condition of your student visa, including where applicable, failure to maintain satisfactory course progress and/or satisfactory attendance or failure to maintain approved welfare and accommodation arrangements; and
  - e. any behaviour that results in the cancellation of your enrolment.
  - n) "Withdrawal Fee" means the fee of \$500.
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### INDEMNITY

The student and the legal guardian for students under 18 years, agrees not to hold the College (including its employees and/or agent) responsible or liable for any loss, damage, death or injury which the student may suffer or which may be caused by the student as a result of or in connection with the student's enrolment at the College, including:

1. the student's attendance at any premises owned, operated or controlled by the College;
2. the student's attendance at or participation in any activity (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College; and/or
3. any accommodation whether short term or long term arranged for the student by the College, and/or in any way whatsoever my association with the College.

The student and where applicable, the legal guardian hereby indemnifies the College in full against all claims, demands and proceedings as a result of any loss, damages, death or injury which may be suffered by or caused by the student.

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### PRIVACY

The College collects this information during your course

- because of our obligations under the Education Services for Overseas Students (ESOS) Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (the "Code");
- to ensure student compliance with the conditions of their visas and their obligations under Australian Immigration laws generally.

The authority to collect this information is in the ESOS Act 2000, the ESOS Regulations 2001 and the Code. Information collected about you on this form and during your enrolment may be provided, in certain circumstances, to

- the Australian Government and designated authorities
- the Tuition Assurance Scheme (if relevant)
- the ESOS Assurance Fund Manager

Information collected during your enrolment may be provided without your consent where required by law. Personal information you supply and information on your course progress and attendance may be provided to and used by

- the College staff
- the College agents
- the College contractors

where it is needed to conduct the business of the College. Such uses include matters related to

- student administration (including recovery of debts)
- provision of services
- giving information to staff, agents and contractors, prospective and current students
- remaining in contact with graduates

For more information on privacy, please refer to the EU Privacy Policy available at [www.englishunlimited.qld.edu.au](http://www.englishunlimited.qld.edu.au)

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### **COLLEGE POLICIES**

As a condition of enrolment, you agree to follow all College policies, which are subject to change from time to time. Current policies are available at [www.englishunlimited.com.au](http://www.englishunlimited.com.au) and include:

- Student Complaints and Appeals Policy and Procedure
  - Course Progress Policy
  - Attendance Monitoring Policy
  - Student Code of Conduct
  - Student Transfer Policy
  - Deferral, Suspension and Cancellation Policy
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