



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 2018 ("**National Code 2018**") and which governs your enrolment at English Unlimited ("**EU**"). The General Conditions of Enrolment may be amended from time to time and at any time without notice. You may access the latest version of these General Conditions of Enrolment at www.eu.edu.au ("**EU Website**").

1. DISCIPLINE AND BEHAVIOUR

If you do not follow the College's Code of Conduct, you may be suspended or expelled. The College's Code of Conduct covers topics such as your personal conduct, treatment of others, academic conduct and care and respect for College resources and reputation whilst a student at the College. Refer to the Student Code of Conduct on the EU Website for further information.

2. 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 ("**DoE**")/Department of Home Affairs ("**DHA**"). For more information refer to the ELICOS Course progress Policy found on the EU Website.

3. COURSE HOURS

Each course consists of 20 hours of compulsory lessons and 8 hours of optional lessons. Compulsory lessons for day classes are held Monday to Thursday between 9:00am and 2:45pm, with a short 15 minute break in the morning and a 30 minute lunch break. Compulsory lessons for evening classes are Monday to Friday from 4:30pm until 8:45pm with a short 15 minute break. Optional lessons are held from Monday to Thursday from 3:00pm to 4:00pm and on Fridays from 9:00 am to 1:15pm. 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.

4. 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% or more of scheduled course contact hours. Student Visa holders who do not maintain satisfactory course attendance will be reported to the DoE/DHA . This may affect your visa. For more information please refer to the ELICOS Attendance Policy and Procedure on the EU Website.

5. CHANGE OF ADDRESS

You must while in Australia and studying with the College, tell the College of your contact details including:

- a) your current residential address, mobile number (if any) and personal email address (if any);



- b) who to contact in emergency situations (and their contact details); and
- c) any changes to (a) or (b) above within seven (7) days of the change.

You must also tell DHA of any change of address.

6. COMPLAINTS AND APPEALS

Students are encouraged to attempt informal resolution of any complaint or appeal they may have by directly engaging the staff member or student to whom the complaint or appeal relates. If it is not possible to resolve the complaint informally students should refer to the Student Complaints and Appeals Policy and Procedure found on the EU Website for formal and external complaints and appeals processes.

7. TRANSFERRING FROM ANOTHER PROVIDER

If you are transferring to the College from another provider before completing six (6) months of your principal course of study, your enrolment is subject to the provision of a release from the other education provider. Please refer to the College's Student Transfer Policy on the EU Website for more information.

8. DEFERRAL AND SUSPENSION OF STUDIES.

In compassionate and compelling circumstances students may request a deferral of the start date of the course, or a suspension of their studies. Students should contact Student Care as soon as possible to discuss their eligibility and to complete the necessary forms (and pay administration fees if issuing of one or more Confirmation of Enrolments is required). Please refer to the College's Deferment, Suspension and Cancellation Policy on the EU Website for more information.

9. 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:

- a) the student's attendance at any premises owned, operated or controlled by the College;
- b) 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
- c) 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.

10. PRIVACY

In the course of carrying out its business the College will collect, store, use and disclose personal information. The purposes for which the College holds, uses and discloses information includes teaching and student services together with ancillary services, which may support students in their study at the College. Other purposes include conducting the College's business generally, to communicate information about the College's products



and services or third party products or services that may be of interest to you and for the College's internal administrative, research, planning, marketing and product development. The College collects this information during your course because of its obligations under the Education Services for Overseas Students (ESOS) Act and the National Code 2018 to ensure student compliance with the conditions of their visas and their obligations under Australian Immigration laws generally.

For more information on privacy, please refer to the Privacy Policy available at the EU Website.

11. 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 found at the EU Website.

12. CANCELLATION AND REFUND POLICY

IMPORTANT: This Policy and the right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

DEFINITIONS AND ACRONYMS

In this Policy and as the context requires:

"Application Fee" means the fee for processing your application to study at the College. The Application Fee is payable regardless of whether you are offered a place in a Course. This is a Non-Tuition Fee.

"Cancellation Fee" is the fee payable when a student provides written notification of cancellation of their enrolment to the College 14 days or more before the Course Start Date. This is a Non-Tuition Fee.

"College" means Australian Pacific College, English Unlimited and Australian Pacific Travel and Tourism.

"Course(s)" means the course listed in the Letter of Offer, or, where you have enrolled in multiple courses, each course listed in the Letter of Offer.

"Course Fees" means the Tuition Fees and the Non-Tuition Fees.

"Course Start Date" means the start date for the Course as set out in the Letter of Offer, or if you have enrolled in a Package of Courses, the start date of the first Course in the Package of Courses as set out in the Letter of Offer.

"ELICOS" means English Language Intensive Courses for Overseas Students.

"Enrolment Acceptance Fee" or **"EAF"** means the fee to reserve your place in a Course at the College and is payable when you accept the Letter of Offer. If you start your Course, the EAF will be applied towards the Tuition Fees otherwise it will be applied towards the Cancellation Fee.

"ESOS Act" means the Education Services for Overseas Students Act 2000 (Cth).

"Fee Schedule" means the document containing the comprehensive list of fees, which a student may be required to pay during the student's enrolment at the College. The Fee Schedule may be updated at any time without notice.

"Late Payment Administration Fee" means the fee payable to the College if Tuition Fees are not paid by the due date specified in the Letter of Offer.

"Letter Of Offer" means the letter offering you a place in a Course and which will set out the fees that are payable by you in respect of the Course and the terms and conditions applicable to your study at the College.



“**National Code**” means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth)

“**Non-Tuition Fees**” means all fees received by the College that are not directly related to tuition for your Course .

“**Package Of Courses**” means multiple Courses provided by Young Rabbit Pty Ltd (ABN 28 003 381 182 | CRICOS Code 01331F) and/or English Unlimited Brisbane Pty Ltd (ABN 11 144 773 188 | CRICOS Code 03296K).

“**Policy**” means this Cancellation and Refund Policy.

“**Provider**” means a registered provider that provides or seeks to provide Courses to overseas students.

“**SCV Form**” means a student course variation form prescribed by the College.

“**Tuition Fee**” means the fees received by the College either directly or indirectly for tuition for your Course. This fee is expressly stated in the Student’s Letter of Offer.

“**You**” or “**Your**” means the student or the student’s legal guardian (where the student is under 18 years of age).

“**VET**” means vocational education and training.

“**Your Fault**” includes circumstances where:

- a. you do not start the Course on the Course Start Date;
- b. you withdraw from a Course either before or after the Course Start Date;
- c. you failed to pay an amount that you are liable to pay the College, directly or indirectly in order to undertake the Course;
- 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; or
- e. any behaviour that results in the suspension or cancellation of your enrolment (all College processes for suspension or cancellation of enrolment must be followed).

“**Withdrawal Fee**” means the fee payable when a student withdraws from their Course after week 7 of the then current term. This is a Non-Tuition Fee.

1. AGREEMENT BETWEEN THE COLLEGE AND THE STUDENT

- 1.1 When the College accepts a student’s application for enrolment it is intended that this Policy will constitute part of the written agreement between the College and the student for the purposes of the ESOS Act and the National Code.
- 1.2 The College’s offer of a place is contingent upon payment of the Application Fee and the Enrolment Acceptance Fee.
- 1.3 The Application Fee is not refundable.
- 1.4 Tuition Fees must be paid by the due date specified in the Letter of Offer otherwise a Late Payment Administration Fee will be charged.
- 1.5 The amount of all fees referred to in this Policy are found in the Fee Schedule.

2. CIRCUMSTANCES FOR REFUNDS

2.1 STUDENT CANCELLATIONS

When a student cancels their enrolment, refunds will only be made in the following circumstances:

- a) **Where you cancel BEFORE the Course Start Date**
If written notice of cancellation is received 14 days or more before the Course Start Date, the College will, within 28 days, refund the Course Fees received



less the Cancellation Fee and Application Fee. No refund of fees will be given where notice is received less than 14 days before the Course Start Date or on the Course Start Date.

b) Where you withdraw from the Course AFTER the Course Start Date

No refund of Course Fees will be given after the Course Start Date.

i) For ELICOS Courses

You may withdraw from a course at any time.

ii) For VET Courses

Once you start a Course, you may withdraw at any time before week 7 of the then current term. If you withdraw from a course after week 7 of the then current term, you must pay the Withdrawal Fee. Please note that payment of the Withdrawal Fee does not guarantee that you will be granted a release (if required).

2.2 PROVIDER DEFAULT

- a) If the College fails to start or stops providing the Course to you, at the designated location and you have not withdrawn from the College, the College is in default under the ESOS Act.
- b) The College will notify you in writing if it goes into default.
- c) In cases of provider default, the College will, within 14 days, refund on a pro-rata basis the Tuition Fees for the weeks that tuition will not be provided, **unless**
 - i) you withdraw from a course before it is cancelled; or
 - ii) it is Your Fault; or
 - iii) you accept, in writing, an offer in an alternative course arranged by the College.
- d) Refunds in the case of provider default are regulated by law. Please refer to the Education Services for Overseas Students (Calculation of Refund) Specification 2014 for the precise method of calculating the refund.
- e) In the unlikely event the College does not meet its obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid tuition fees, the Australian Government's Tuition Protection Service will contact you and assist you in finding an alternative course or to get a refund if a suitable alternative is not found.

2.3 STUDENT VISA REFUSAL

- a) If you do not start a Course on the Course Start Date or if you withdraw from a Course on or before the Course Start Date, due to **student visa refusal**, the College will, within 28 days, refund the Course Fees less 5% of the Course Fees (up to a maximum amount of \$500).
- b) If you start a Course on the Course Start Date and then your **student visa is refused**, the College will, within 28 days, refund on a pro-rata basis, only the Tuition Fees for the weeks from when you withdrew from the Course until the end of the period that the Tuition Fees apply to.
- c) Refunds in the case of student visa application refusal are regulated under the Education Services for Overseas Students (Calculation of Refund)



Specification 2014. Please refer to this legislation for the precise methods of calculating the refund.

3. REFUND PROVISIONS

- 3.1 When you defer commencement in a Course and then cancel the Course, the original Course Start Date before your request for deferment(s), will be used as the Course Start Date to determine whether a refund is to be made.
- 3.2 No refund will be made where the College cancels, suspends or terminates your enrolment as a result of Your Fault. The College will notify you in writing if you default in relation to your Course as a result of Your Fault.
- 3.3 If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
- 3.4 If you are under 18 years old, the refund may be paid to you but only with the consent of your parent or legal guardian.
- 3.5 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.
- 3.6 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.
- 3.7 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 withdraw enrolment in a Course. For the latest Policy please refer to the EU Website.
- 3.8 If you wish to appeal a decision of the College made under this Policy you should refer to the College's Student Complaints and Appeals Policy.

4. HOW TO WITHDRAW FROM A COURSE AND GET A REFUND

- 4.1 **Complete a SCV Form.** The SCV Form is available from the Student Care Office or the College website. If you are under the age of 18 years your legal guardian will need to complete and sign the form.
- 4.2 **Complete a Refund Request Form.** The Refund Request Form is available from the Student Care Office or the College website.
- 4.3 **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.
- 4.4 **Hand in the completed forms to Student Care or email to: refunds@eu.edu.au** (EU students). 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 it and payment of refunds.