

Terms and Conditions of Enrolment

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; 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 contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

Conditions

- All cancellations must be made in writing and notice is not effective until received by ABILITY Education.
- Fees and conditions are subject to change without notice.
- If ABILITY Education cancels a course at any time, any refunds due to the student will be in accordance with the ESOS Act 2000.
- Tuition fees are not transferable to other institutions or students.
- ABILITY charges an admin fee to provide OSHC to student visa holders.
- All refunds are made in Australian dollars and processing will take no more than 4 weeks (2 weeks in case of a course cancellation by ABILITY Education).
- Bank charges are deducted from refunds made by electronic transfer or bank draft.
- In the case of visa refusal, Ability Education will make a full refund (except for the enrolment fee) of pre-paid course money directly to the student (not to a third party).
- In cases where a student wishes to discontinue his/her course, the balance of fees is not refundable.
- Once a student has commenced their initial course they may incur an admission fee if they wish to make changes to their course structure, change of class time (day – evening), change of course, change of course hours or transfer between Sydney and Melbourne.
- ABILITY Education reserves the right to suspend or terminate the studies of a student due to misbehaviour by the student who does not adhere to the discipline code of the college. In such cases no refund will be given. In this event students will be informed of the reasons for their course suspension or cancellation and the student will have 20 working days to access the internal complaints and appeals process.
- Students must notify ABILITY Education of any change of address while enrolled in the course and provide updated contact information .
- Students must have at least 80% attendance or they will be breaching their student visa conditions. ABILITY Education may report students with less than 80% attendance to the Department of Immigration and Citizenship.
- If a student cannot attend classes regularly because of compelling circumstances, including health or compassionate grounds supported by independent evidence such as a medical certificate or the like, ABILITY Education may temporarily suspend the student's course until the student can fully apply themselves to their studies.
- Student Visa holders may only take holidays in accordance with their Visa conditions and cannot take holidays before 12 weeks of their course.
- Students on a Tourist or Working Holiday Visa can have 2 holidays for a maximum of 4 weeks for the 2 holidays combined.
- All students wanting a holiday must fill in a Holiday Leave Application, which is approved by the Student Services Manager, after checking attendance and any previous holidays.
- For all students, holidays must start on Monday or the first day of the working week if Monday is a public holiday.
- Students agree to the use of their name and/or image for possible use in education-related marketing and promotional materials.
- The student agrees to take care of their own belongings at all times and will not hold ABILITY Education responsible for any loss, accident or mishap.
- The student agrees to follow all lawful and reasonable instructions given by ABILITY Education, its staff or teachers, while on ABILITY Education premises or participating in excursions, field trips or extra-curricular activities.
- The student will not hold ABILITY Education or its staff and teachers responsible for any accident, injury, mishap or loss that occurs on any excursion, field trip or extra-curricular activity.
- The student will not participate in any field trip, excursion or extra-curricular activity unless they have adequate insurance coverage, such as that which may be arranged by ABILITY Education on request through Overseas Student Health Cover.
- 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.
- To understand the rights and responsibilities for student visa holders we strongly recommend students before they enrol to read the [Esos Framework](http://www.aei.dest.gov.au/AEI/ESOS/EasyGuide_ESOS.htm) (www.aei.dest.gov.au/AEI/ESOS/EasyGuide_ESOS.htm).
- A student who does not meet their financial obligations throughout their enrolment maybe suspended from their course until they have paid the fees due
- A student who terminates or completes a course but has not paid all the fees for that course will not be issued with their statement of attainment or certificate until such monies have been paid in full.

Refund policies

Please read our refund policies. This is important in the event you should cancel your studies for any reason.

A. Course cancellation: In the unlikely event that ABILITY Education is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by ABILITY Education at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If ABILITY Education is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme ACPET will place you in a suitable alternative course at no extra cost to you. Finally, if ACPET cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.

B. Process for claiming a refund: Student's who want to cancel before they start their course and want to claim a refund, should tell our admissions department at admin@ability.edu.au. Students will be refunded as described above. If ABILITY Education cancels a course in which you are enrolled, you will be notified and if you do not want to enrol in an alternative course at ABILITY Education then you will be refunded as below. We will need your bank details to deposit your refund.

Tuition fee refund policies

Notice of cancellation	Refund
If a student's visa application is rejected (We will need to see the original letter of visa rejection)	100% of tuition, accommodation, material fees and Overseas Student Health Cover fees. No refund on enrolment fee, accommodation placement fee, guardian arrangement and guardianship (police) check fee.
ABILITY Education cancels course	100% of tuition, accommodation, material fees, Overseas Student Health Cover fees and enrolment.
More than 28 days before your initial course commencement	80% of tuition fees, 100% material fees and 100% Overseas Student Health Cover fees. No refund on enrolment fee. For accommodation fees please see Accommodation refund table.
If you cancel 28 days or less before your initial course commences	50% of tuition fees for 1-24 weeks and 100% for the remainder
If you cancel on or after course commencement	No refund
If a student breaches their visa conditions resulting in their studies being cancelled	No refund

Accommodation and associated fees refund policies

Cancellation and refund policies for Homestay	
Booking fee:	No refund
Guardian placement fee (for students under 18 years old):	No refund
Guardianship (police) check fee	No refund
Airport transfer service:	If less than 2 working days' notice is given for a change of flight details, then no refund
Accommodation deposit: Cancellation after the accommodation booking has been confirmed:	
2-4 weeks' notice:	Compensation payment equivalent to 1 weeks accommodation fee to the accommodation provider
1-2 weeks' notice:	Compensation payment equivalent to 2 weeks accommodation fee to the accommodation provider
Under 1 week notice:	No refund
Cancellation after the students start their accommodation:	No refund
A student wishes to change their homestay after they have commenced their stay	A student must repay the booking fee, give 2 weeks notice to the current homestay and pay a minimum of 4 weeks accommodation with the new homestay

Note that if a student arrives later than the starting date of their booked accommodation, they will be charged for the days they have missed.

Cancellation and refund policies for student accommodation	
Booking fee:	No refund
Airport transfer service:	If less than 2 working days' notice is given for a change of flight details, then no refund
Accommodation deposit: Cancellation before students start their accommodation:	A charge equivalent to 2 weeks' accommodation will be incurred. <i>Note that if a student arrives later than the starting date of their booked accommodation, they will be charged for the days they have missed.</i>
Cancellation after the students start their accommodation:	No refund

Material fee policies:

Ability Education's materials fee covers the cost of one student text book, all photocopied homework materials, all photocopied class material, student homework diaries, exam papers and practice tests. On the first day students are given a new text book concurrent with their level. The students MUST write in their books in pencil. When a student needs another book it is exchanged for a used or new book. NO book will be accepted with either pen or pencil inside, if this is the case the student will need to buy a book. If a student begins studying in Advanced or Business English they are given copied materials created specifically for their course.