

Terms & Conditions



Course deferment, suspension or cancellation

A student's enrolment in a course can be postponed (deferred), temporarily stopped (suspended) or cancelled under the conditions below. Tuition fees are not transferable to other institutions or students under any circumstances.

Student withdraws from a course: If a student wants to withdraw from their course, either before it starts or during the course, they must first **tell us in writing** by email or by using the Course Cancellation Form (available from the ABILITY English student services desk or by email). ABILITY English can only respond to a course cancellation request after it has been received in writing.

Students can cancel their enrolment before completing their course if their fee payments are up to date. Under Australian law, if a student is cancelling their enrolment to move to another education provider, they must first have completed 6 months of study in their principal course. Also, the Australian Government requires that before transferring they must first get a Letter of Release from ABILITY English. Letters of Release will only be granted in exceptional circumstances. Contact the ABILITY English student services desk for a Letter of Release. Requests will be assessed on a case by case basis and the balance of fees is not refundable.

Student seeks to suspend studies: ABILITY English does not allow students to suspend their studies unless in exceptional circumstances such as truly compassionate events or other compelling reasons. The student must provide written evidence; for example, a certificate from a registered medical practitioner.

Student suspension due to bad behaviour: ABILITY English may suspend or cancel a student enrolment due to unacceptable behaviour or if they do not pay their fees. When ABILITY English suspends or cancels a student's enrolment, we will give written notice to the student explaining the reason for the suspension or cancellation. **In these cases no refund will be given.**

The student has 20 working days to appeal the decision. Students can access ABILITY English's grievance and appeals policy and procedures on the ABILITY English website (www.ability.edu.au), or at the ABILITY English student services desk. Please note that student visas may be cancelled if studies are suspended.

Student suspension due to failure to pay fees: A student who does not meet their financial obligations to ABILITY English 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 all fees have been paid in full.

Student attendance below 80%: Students must attend at least 80% of their classes or they will be breaching their student visa conditions. ABILITY English must report students with less than 80% attendance to the Australian Government Department of Immigration and Citizenship (DIAC) and this could result in a visa cancellation.

ABILITY English course changes: ABILITY English reserves the right to defer or cancel a course, or change start dates, curriculum or programs at any time. In the unlikely event that ABILITY English is unable to provide an agreed course in full, students will be offered a refund of all the course money they have paid up to the date of cancellation (see information on refunds below). Alternatively, students may be offered enrolment in an alternative course by ABILITY English at no extra cost. Students have the right to choose if they would prefer a full refund of course fees or accept a place in another course. If a student chooses a placement in another course they will need to sign a document to confirm their placement acceptance.

Course quality and continuity assurance

ABILITY English is an education provider registered on the Commonwealth Register of Courses and Institutions for Overseas Students (CRICOS). ABILITY English is subject to the requirements of the Australian Government Education Services for Overseas Students (ESOS) Act 2000 and The *National Code of Practice for Registration*

Ability Education Pty Ltd
Trading as **ABILITY English**
A Division of MEGT Education
ABN 60 075 234 007
Email: info@ability.edu.au,
Web: www.ability.edu.au

Sydney
CRICOS Provider Code: 01530K
Level 4, 10 Quay Street,
Sydney, NSW 2000, Australia
Tel: +612 9211 4161, Fax: +612 9211 4899

Melbourne
CRICOS Provider Code: 03112A
Level 2, 55 Swanston Street,
Melbourne, VIC 3000, Australia
Tel: +613 8080 7877, Fax: +613 9639 7855

Authorities and Providers of Education and Training to Overseas Students 2007 (The National Code 2007). These laws and regulations provide protection for overseas students and ensure the quality of educational services within Australian education institutes.

ABILITY English is a member of English Australia, the national association for accredited English language colleges in Australia. This association's Tuition Assurance Scheme ensures that if, for any reason, a member college such as ABILITY English is unable to continue to provide tuition, another provider will complete any portion of the course not delivered by ABILITY English with minimal disruption and no extra cost to the student. If the tuition assurance scheme cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the student in a suitable course. If this is not possible, the student will be eligible for a refund as calculated by the fund manager.

Protection for international students

Overseas students are required to make themselves aware of the ESOS framework designed for prospective students. This can be accessed at their website: <http://www.aei.gov.au/REGULATORY-INFORMATION/Pages/Regulatoryinformation.aspx>.

Students' consumer protection rights: This agreement, and the availability of complaints and appeals processes, does not limit the right of students to take action under Australia's consumer protection laws.

Students' privacy rights: ABILITY English is committed to protecting student privacy including all personal information and is bound by the privacy laws of Australia. The law requires us to take all reasonable steps to ensure that information we hold about our students is correct and current. We need information collected on this form and during enrolment to meet our obligations under the ESOS Act and the National Code 2007, and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws. The authority to collect this information is outlined in the ESOS Act and regulations and the National Code 2007. This information 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, the information can be disclosed without student consent where authorised or required by law.

Student obligations

Change of student's address: By law, students must tell ABILITY English their Australian address within 7 days of arrival in Australia. Students must also tell ABILITY English of any changes of address during their study, in writing within 7 days. If students do not notify ABILITY English of their change of address their visa may be cancelled. ABILITY English is obliged by law to inform the Department of Immigration and Citizenship (DIAC) of student addresses at all times.

Student changes to course enrolments: 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. Students who wish to change courses out of a 'closed' course after course commencement (Cambridge Preparation, EAP and Pronunciation and Fluency) will incur a \$100 fee.

Student holidays: Student visa holders may only take holidays in accordance with their visa conditions and cannot take holidays before 12 weeks of their course has been completed. 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.

Student belongings: The student agrees to take care of their own belongings at all times and will not hold ABILITY English responsible for any loss, accident or mishap.

School excursions: The student agrees to follow all lawful and reasonable instructions given by ABILITY English, its staff or its teachers while on ABILITY English premises or participating in excursions, field trips or extra-curricular activities. The student will not hold ABILITY English or its staff and teachers responsible for any accident, injury,

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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. This may be arranged by ABILITY English on request through OHSC (Overseas Student Health Cover).

Course materials: ABILITY English materials fee is for one student text book, photocopied homework materials, photocopied class material, student homework diaries, exam papers and practice tests. On the first day students are given a new text book. 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 marks inside. In the circumstance where there is pen in the text book the student will need to buy a new book.

English level tests: Our International Business, Cambridge Preparation, EAP, IELTS, Pronunciation and Fluency and evening General English courses require a minimum level of English. Students must sit our pre-test to assess their English level. Students onshore are tested free of charge in our campuses in Sydney or Melbourne. Students offshore are sent the pre-test free of charge. If students do the pre-test outside an ABILITY campus and then arrive with a lower level of English than their test result they will be placed in General English until their level of English is high enough to enter their chosen course. A refund will not be issued if on arrival the student's English level is too low to enter their chosen course.

ABILITY English refund policy

ABILITY English will refund the student on the following terms, in full or part, tuition and related fees in Australian dollars only. Bank charges are deducted from refunds made by electronic transfer or bank draft. Processing will take no more than 4 weeks (2 weeks in case of a course cancellation by ABILITY English).

Tuition cancellation and refund policies	
Notice of cancellation	Refund
If a student's visa application is rejected. (We will need to see the original letter from the Australian Embassy/Consulate rejecting the application).	100% of tuition, accommodation, material fees and OSHC (Overseas Student Health Cover) fees. No refund on enrolment fee, accommodation placement fee, guardian arrangement and guardianship (police) check fee.
ABILITY English cancels a course.	100% of tuition, accommodation, materials fees, OSHC (Overseas Student Health Cover) fees and enrolment fee.
The student gives more than 28 days' notice of initial course cancellation before the student's initial course starts.	80% of tuition fees, 100% of materials fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund on enrolment fee. For accommodation fees see the Accommodation refund table.
The student gives 28 days or less notice of initial course cancellation before the student's initial course starts.	50% of tuition fees for 1-24 course weeks and 100% for the remainder. 100% refund for materials and OSHC (Overseas Student Health Cover).
Cancellation on or after the initial course starts.	No refund.
If a student breaches their visa conditions resulting in their studies being cancelled.	No refund.

Homestay accommodation and airport pick-up cancellation and refund policies	
Service Fees	Refund
Booking fee	No refund
Guardian placement fee (for students under 18 years old)	No refund
Guardianship (police) check fee	No refund
Airport transfer service: 2 working days' notice must be given of any changes to details of inbound flights	If less than 2 working days' notice is given for a change of flight details, then no refund
Homestay deposit: The student cancels <u>after</u> the accommodation booking has been confirmed	
2-4 weeks' notice	Compensation payment equivalent to 1 week's accommodation fee is payable to the accommodation provider.
1-2 weeks' notice	Compensation payment equivalent to 2 weeks' accommodation fee is payable to the accommodation provider.
Under 1 week's notice	No refund
After a student has commenced their stay	No refund
A student wants to change their Homestay after they have commenced their stay.	The student must repay the booking fee, give 2 weeks' notice to the current Homestay provider and pay for a minimum of 4 weeks accommodation at the new Homestay.

Refunds due to ABILITY English changing course arrangements:

- **ABILITY English cancels a course before its starting date:** We will refund within 10 working days all fees paid to ABILITY English.
- **ABILITY English defers a course start date and the new date is unacceptable to the student:** We will refund within 10 working days all fees paid to ABILITY English as soon as we receive notice that the new date is unacceptable for the student.
- **ABILITY English cancels a course before its expected finish date:** In the unlikely event that ABILITY English is unable to provide a course we will refund within 10 working days the full amount of the tuition for the part of the course not yet provided.

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 in writing at admin@ability.edu.au. Students will be refunded as described above. If ABILITY English cancels a course all students enrolled will be notified. If students do not want to enrol in an alternative course at ABILITY English they will be refunded as above.

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