Terms and Conditions of Enrolment:

Conditions of your enrolment are included in your enrolment documentation. This information is also available on our website www.ability.edu.au. Information in this form is correct at time of publication, however, we reserve the right to alter courses, prices and terms and conditions without notice.

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. 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 cancelation. 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 may be 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 cancelation.

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 the unexpended portion of all pre-paid tuition fees (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 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. Ability English is also a member of the Australian Government Tuition Protection Service (TPS), established as a single layer mechanism to place students when a provider cannot meet its obligations, or as a last resort, to provide refunds of unexpended prepaid tuition fees.

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.studyinaustralia.gov.au/ArticleDocuments/86/en-ESOSFramework.pdf.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 generally. The authority to collect this information is outlined in the ESOS Act and regulations and the National Code 2007 including using the information to access the Visa Entitlement Verification Online (VEVO) database which is provided by the Commonwealth of Australia, represented by the Department of Immigration and Citizenship. This information can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS). In other instances, the information can be disclosed without student consent where authorised or required by law.

Student Obligations

Commencement Date: Students must commence on their agreed starting date. In exceptional unforeseen circumstances where students are unable to do so, they must contact ABILITY English to discuss. ABILITY English is required to notify all student non-commencements to DIAC, which may affect the student visa.

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 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 administration 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.

Student study breaks: Student visa holders may only take study breaks in accordance with their visa. Student visa holders with a 13-27 week enrolment are entitled to 4 weeks study break. Student visa holders with a 28+ week enrolment are entitled to 8 weeks study break. There are no study breaks permitted during a closed course such as FCE, CAE, EAP or Pronunciation and Fluency. If the student does not have a study break included in their
CoE duration, the student is not entitled to any study break. Approval is conditional on meeting the following requirements:

- The student has no outstanding fees
- The student has no less than 80% attendance
- Study breaks must be booked no later than the Wednesday prior to the proposed leave. If a student does not request the study break with Student Services they will be marked absent.
- Each study break is no longer than maximum 4 weeks (if eligible)
- The student can take a maximum of 4 weeks study break at the end of their enrolment period (if eligible). If the student has more than 4 weeks of study break remaining at the end of their enrolment period, Ability English is obliged to notify DIAC that the student has completed their course early, which may affect the student visa.
- Approved study breaks must start on Monday or the first day of the working week if Monday is a public holiday.

Working Holiday and Tourist visa holders have no attendance obligations and can take unrestricted breaks. They have no attendance obligations.

All students wanting a study break must fill in a Study Break Application Form.

**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, 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 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

<table>
<thead>
<tr>
<th>Notice of cancellation</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>If a student’s visa application is rejected. (We will need to see the original letter from the Australian Embassy/Consulate rejecting the application).</td>
<td>100% of the unexpended portion of pre-paid course and material fees, accommodation, and OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee, accommodation placement fee, guardian arrangement and guardianship (police) check fee.</td>
</tr>
<tr>
<td>ABILITY English cancels a course.</td>
<td>100% of the unexpended portion of pre-paid course and material fees, accommodation and OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee</td>
</tr>
<tr>
<td>The student gives more than 28 days’ notice of initial course cancellation before the student’s initial course starts.</td>
<td>80% of pre-paid course and material fees, and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees see the accommodation refund table.</td>
</tr>
<tr>
<td>The student gives 28 days or less notice of initial course cancellation before the student’s initial course starts.</td>
<td>50% of pre-paid course and material fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees see the accommodation refund table</td>
</tr>
<tr>
<td>Cancellation on or after the initial course starts.</td>
<td>No refund</td>
</tr>
<tr>
<td>If a student breaches their visa conditions resulting in their studies being cancelled.</td>
<td>No refund</td>
</tr>
</tbody>
</table>

### Homestay accommodation and airport pick-up cancellation and refund policies

<table>
<thead>
<tr>
<th>Service Fees</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Booking fee</td>
<td>No refund</td>
</tr>
<tr>
<td>Guardian placement fee (for students under 18 years old)</td>
<td>No refund</td>
</tr>
<tr>
<td>Guardianship (police) check fee</td>
<td>No refund</td>
</tr>
<tr>
<td>Airport transfer service: 2 working days’ notice must be given of any changes to details of inbound flights</td>
<td>If less than 2 working days’ notice is given for a change of flight details, then no refund</td>
</tr>
</tbody>
</table>
### Homestay deposit: The student cancels after the accommodation booking has been confirmed

<table>
<thead>
<tr>
<th>Notice Period</th>
<th>Compensation Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-4 weeks’ notice</td>
<td>Compensation payment equivalent to 1 week’s accommodation fee is payable to the accommodation provider.</td>
</tr>
<tr>
<td>1-2 weeks’ notice</td>
<td>Compensation payment equivalent to 2 weeks’ accommodation fee is payable to the accommodation provider.</td>
</tr>
<tr>
<td>Under 1 week’s notice</td>
<td>No refund</td>
</tr>
<tr>
<td>After a student has commenced their stay</td>
<td>No refund</td>
</tr>
<tr>
<td>A student wants to change their Homestay after they have commenced their stay.</td>
<td>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.</td>
</tr>
</tbody>
</table>

### Refunds due to ABILITY English changing course arrangements:

- **ABILITY English cancels a course before its starting date**: We will refund within 10 working days 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 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 unexpended portion of pre-paid tuition fees.

### Process for claiming a refund:

Students 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.
Please sign the declaration and return this entire acceptance agreement to:

ABILITY English
Level 4, 10 Quay Street
Sydney NSW 2000
AUSTRALIA

Email: admin@ability.edu.au
Web: www.ability.edu.au

ABILITY English will not accept or process your course fee payment until we receive and have accepted this signed acceptance agreement.

Student Acceptance Agreement

Declaration by student

I, ..........................................................(Print name)

• agree to ABILITY English’s terms and conditions as detailed in this Course Acceptance Agreement. I fully understand the course details, the course requirements and the fees and conditions of enrolment as outlined in the ABILITY English Letter of Offer.

• have viewed and am familiar with ABILITY English’s terms and conditions and ABILITY English’s fees and refunds policy, privacy policy and the complaints and grievance policy and procedures (as outlined in this form and also available at www.ability.edu.au)

• declare that all information I have provided to ABILITY English is true and correct.

Signature: .......................................................... (This agreement must be signed by the student and the signature must match the signature on the student’s passport. If the student is under 18 years of age, by their parent or guardian - please specify the relationship.)

Date: __/__/____ (dd/mm/yyyy)

This agreement is valid for 28 days from the date of the letter of offer.

We urge you to keep a copy of this course acceptance agreement for your records.