

## ABILITY English Terms and Conditions of Enrolment

The Terms and Conditions of your enrolment are included in your enrolment documentation. This information is also available on our website [www.ability.edu.au](http://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, Cancellation, Withdrawal or Suspension** A student can defer, cancel, withdraw or suspend their enrolment under the conditions below. Tuition fees are not transferable to other institutions or students under any circumstances.

**Student defers (postpones) their course:** A student can postpone their start date by providing written notice either by email or using the Amendment of Enrolment Form. The new start date must be within six (6) months of the original start date. Students can defer their course start date up to four (4) times, within six (6) months of the original start date, without any fees being incurred. If a student wishes to defer a fifth (5th) time, fees will be charged in line with the 'EDN-018-I-POL ABILITY Fees, Charges and Refund Policy - Appendix C'.

**Student cancels their initial course before commencement:** A student can cancel their course before it starts by providing written notice either by email or using the Amendment of Enrolment Form. Fees will apply depending on the amount of notice provided. The amount of notice is calculated from the day the request is received by an ABILITY English staff member in writing. Please see the 'EDN-018-I-POL ABILITY Fees, Charges and Refund Policy and Procedure - Appendix C' below.

**Student withdraws from their course after commencement:** A student can only withdraw from their enrolment before completing their course if their fee payments are up-to-date. Please see the 'EDN-018-I-POL ABILITY Fees, Charges and Refund Policy and Procedure - Appendix C' below as fees will apply. Under Australian law, if a student cancels their enrolment to move to another education provider, they must have completed six (6) months of study in their principal course. Withdrawal requests by students who have not yet

completed six (6) months of their principal course will be assessed against the 'EDN-007-I-POL ABILITY Education Transfer Between Registered Providers Policy and Procedure'. Please note that the Australian Government requires that before any transfer can be granted, via a Letter of Release, a student must first submit a Letter of Offer from the other education provider and this must be submitted with an 'Amendment of Enrolment Form' available from the Student Services desk or by email. Requests will be assessed on a case by case basis in line with policy and the balance of fees is not refundable.

**Student seeks to suspend studies:** Once a student has commenced their course, ABILITY English only allows students to suspend their studies under exceptional circumstances. The student must provide written and authentic evidence; for example, a certificate from a registered medical practitioner and all fee payments must be up-to-date. The maximum suspension period is six (6) months from the suspension start date.

Students who temporarily suspend their studies or defer their course commencement and then subsequently cancel their course will be liable against the 'EDN-018-I-POL ABILITY Fees, Charges and Refund Policy and Procedure - Appendix C' from the date of the initial application for suspension.

**Student suspension due to bad behaviour:** ABILITY English may suspend or terminate a student enrolment due to unacceptable behaviour. When ABILITY English suspends or terminates a student's enrolment, we will give written notice to the student explaining the reason for the suspension or termination. In these cases, no refund will be given.

The student has 20 working days to appeal the decision. Students can access the 'EDN-008-I-POL ABILITY Complaints and Appeals Policy and Procedure' on the ABILITY English website ([www.ability.edu.au](http://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 owed. A student who terminates or completes a course but has not paid all the fees for that course will not be issued with their 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% overall attendance to the Australian Government Department of Home Affairs (DHA) 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 the unexpended portion of all pre-paid tuition fees (see information on refunds in Appendix C 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 refund of unexpended 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 Providers of Education and Training to Overseas Students 2018 (The National Code 2018). 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 these websites:

<https://www.studyinaustralia.gov.au/>

**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 2018, 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 2018 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 Home Affairs. 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:** ABILITY English requires a confirmed start date at all times and students must commence on that agreed start date. If a student cannot commence and is unable to give a new start date, in line with above section titled 'Student defers (postpones) their course', ABILITY English will notify the DHA of a student non-commencement within five (5) business days. On the fourteenth (14th) day from the agreed start date ABILITY English is obliged to cancel the Confirmation of Enrolment (CoE). This may affect the student's visa

**Change of student's address:** By law, students must tell ABILITY English their Australian address within seven (7) days of arrival in Australia. Students must also tell ABILITY English of any changes of address during their study, in writing within seven (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 DHA 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. See Appendix C below.

**Student study breaks:** For enrolments prior 2021 student visa holders may only take study breaks in accordance with their visa and the 'ABILITY English Study Break Policy'. The options around study breaks are:

- 0-12 weeks enrolment – no break
- 13-27 weeks enrolment – 6 weeks break
- 28+ weeks enrolment – 8 weeks break

Note:

- Please be advised that amendment of your enrolment may result in adjustment to your Study Break, where your Study Break weeks might need to be dropped or reduced.
- There are no study breaks permitted during a closed course such as FCE, CAE, EAP, Survivor English or Pronunciation and Fluency.
- College closure breaks over Christmas will be mandatorily included in a student's study break periods.
- If a student does not have a study break included in their CoE duration, they will not be eligible for any study break.

All students eligible for a study break must apply by filling in a Study Break Application Form, which can be obtained from Student Services. 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 break. If a student does not request the study break with Student Services, they will be marked absent.
- Each study break can be as short or as long as the student wishes during their study period.
- Approved study breaks must start on Monday or the first day of the working week if Monday is a public holiday. Study breaks must end on a Friday, or the last day of the working week if Friday is a public holiday.

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

#### New Study Gap Policy:

- Student visa holders have a maximum of eight weeks gap between courses. If you finish your previous course and have more than an eight-week gap, you need to leave Australia or enrol in alternative study with ABILITY English during the interim.
- The application of the courses needs to show the plans of face-to-face classes and any scheduled gaps. The course application including the scheduled study gaps will be reflected in the letter of offer, and each course will be issued with a CoE. Please note the dates of the courses and study gaps can't be changed once the CoEs are issued and/or the course is commenced.
- Changing the study plans after the CoEs are issued and/or student visa is granted will result in changing all COE(s) and might breach the student visa conditions. Please check with an immigration agent before any study plan amendments.

Total weeks of enrolment	Max weeks of study gap allowed (including 2 weeks Christmas break)
Less than 12 weeks	No study gap
13 – 24 weeks	Up to 6 weeks
24+ weeks	Up to 8 weeks

**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. Ability will not store or hold luggage or bags for students. Students will be responsible for finding alternative arrangements for the personal items and bags when moving.

**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. The student may request ABILITY English to arrange an Overseas Student Health Cover (OHSC) on their behalf.

**Course materials:** ABILITY English materials fee is for one student text book, photocopied homework materials, photocopied class material, exam papers and practice tests. On the first day students are given a text book. All students paying \$30 or less receive a second hand book. 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:** Cambridge Preparation, EAP, IELTS, Survivor English, Pronunciation and Fluency and evening General English courses require a minimum level of English. Students are required to sit a pre-test, free of charge, to assess their English level. Students onshore are tested in our campuses in Sydney or Melbourne and students offshore are sent the pre-test. 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.

**Student's under 18 years of age:** ABILITY English does not accept students under 18 years of age at course commencement date and/or before arriving in Australia. ABILITY English is not in a position to sign a Confirmation of Appropriate Accommodation/Welfare Agreement Letter (CAAW) under any circumstances

**APPENDIX C**
**Administration Fees, Charges and Refunds**
**For International Students Enrolled in Fee-for-Service English Language Courses with ABILITY English**

**Note: All amounts are shown in Australian Dollars (AUD) and ABILITY English will not consider any fluctuations in exchange rates when calculating refunds.**

\*Initial course is the first course in a single course or in a combination of courses listed on each student's signed Course Acceptance Agreement.

<b>Circumstance</b>	<b>ABILITY English Policy</b>	<b>Circumstance</b>	<b>ABILITY English Policy</b>
Student's visa application is rejected before the initial course* start date. (An original letter from the Australian Embassy/ Consulate must be provided).	100% of the pre-paid course and material fees, accommodation, and OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee and accommodation placement fee.	Visa rejection on or after initial course* starts. (An original visa refusal letter from the Australian Embassy/Consulate must be provided)	100% of the unused portion of pre-paid course and material fees, accommodation and OSHC fees. No refund of the enrolment fee and accommodation placement fee. #
ABILITY English cancels a course after it has commenced.	100% of the unused portion of pre-paid course and material fees, accommodation and OSHC fees. No refund of the enrolment fee.	Student provides notice of course cancellation in writing to more than 28 days before the student's initial course* starts.	100% 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. #
Student provides notice of course cancellation in writing to an ABILITY staff member <b>between 28 days and 15 days</b> before the student's initial course* starts.	75% 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 #	Student provides notice of course cancellation in writing to an ABILITY staff member <b>between 14 days and 1 day</b> before the student's initial course* starts.	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 #
Withdrawal on or after the initial course* starts.	No refund of payments received and any outstanding payments as listed on a student's Course Acceptance Agreement (CAA) remain payable by the student. No release letter will be granted unless all fees payable, as listed on a student's signed CAA, are received in full.	Termination of enrolment by ABILITY due to student misbehaviour.	No refund
If a student breaches their visa conditions resulting in their studies and/or visa being cancelled.	No refund	Course Change: All Day English' to Evening English' after course commencement	No refund
Course Change: Evening English' to 'All Day English' after course commencement	Payment of course fee difference	Between campuses, All Day English' or Evening English', after course commencement	Payment of course fee difference
CoE changes	\$50 AUD per CoE change request on the fourth (4th) change or more. Tuition fees adjusted according to change request.	ABILITY English cancels a course before its starting date	Full refund within thirty (30) working days of fees paid to ABILITY English
ABILITY English defers a course start date and the new date is unacceptable to the student	Full refund within thirty (30) working days of 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	Refund within thirty (30) working days of the unexpended portion of pre-paid tuition fees.

Replacement Student ID Card	\$10	Unforeseen event or Act of God' such as Fire, Flood, Weather Event or Damage to Building resulting in the delay and/or relocation of classroom delivery	No Refund
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Student accommodation and airport pick-up cancellation and refund policies	
Service Fee	Refund
Booking fee	No refund
Airport transfer service: two (2) working days' notice must be given of any changes to details of inbound flights	If less than two (2) working days' notice is given for a change of flight details, then no refund
Accommodation deposit: The student cancels after the accommodation booking has been confirmed	
2-4 weeks' notice	Compensation payment equivalent to one (1) weeks accommodation fee is payable to the accommodation provider.
1-2 weeks' notice	Compensation payment equivalent to two (2) weeks accommodation fee is payable to the accommodation provider.
Under 1 weeks' notice	No refund
After a student has commenced their stay	No refund
A student wants to change their Accommodation after they have commenced their stay.	The student must repay the booking fee, give two (2) weeks' notice to the current Accommodation provider and pay for a minimum of four (4) weeks accommodation at the new Accommodation.

#### Process for claiming a refund:

Students who want to make a change to their enrolment (defer, cancel, withdraw or suspend) and that are eligible for a refund will be provided with a Refund Application Form after their Amendment of Enrolment Form has been received and processed. The Refund Application Form will need to be submitted to the ABILITY Admissions Departments in person or by sending an email to [admissions@ability.edu.au](mailto:admissions@ability.edu.au) within thirty (30) days for a refund to be provided.

Students will be refunded in line with their Terms and Conditions of Enrolment and the 'EDN-018-I-POL Fees, Charges and Refund Policy and Procedure' outlined above.

If deemed eligible, ABILITY Education will pay the approved refund amount within thirty (30) working days of receiving the written request via the Refund Application Form. Non payments of any outstanding debts to ABILITY will be off set against refund amounts. Refund applications will not be processed where the signature on the Refund Application Form does not match the student's signature or signature of the original payee or their authorised representative.