

ENROLMENT TERMS AND CONDITIONS

ENROLMENT PROCEDURE

- Fill in the form by hand or electronically, scan and email admin@ail.edu.au
- Include your passport, visa details and any other required and/or supporting documents.
- When we have received your application and other documents, we will send you an Offer Letter (including Payment Information and Course Acceptance Agreement) if we can accept your enrolment.
- To confirm your enrolment, you will need to sign and return the Offer Letter along with payment.
- Upon confirming your payment, we'll send you a Confirmation of Enrolment (CoE) Letter. This proves that you are a student at Australian Institute of Language (AIL). If you are entering Australia under a student visa, you will need your CoE before you can apply for your visa.
- AIL will not collect more than AUD\$1500.00 before the commencement of your course(s).
- Students can pay full fees if they wish to (for example to take advantage of favourable exchange rates or have the convenience of only paying once), but they are not required to pay more than 50 per cent upfront. If you are willing to pay more than 50% of the fees, please contact us. We will inform you the payment plan in Offer Letter.
- Our Student Handbook will include more information about our extra activities, extra classes and life in Melbourne.
- If you want to know more about the visa requirements, then please contact the Australian Embassy, Consulate or High Commission located in your country. Alternatively, you can contact the Department Home Affairs (DHA). Their website is <https://www.homeaffairs.gov.au/>.
- In addition to your fees for study, the Australian Government recommends that students have approximately between AUD\$20,000 and AUD\$27,000 per annum for their other living expenses.

TERMS AND CONDITIONS OF ENROLMENT

- Students studying on a student visa, must attend 20 hours of face-to-face classes a week, and must be 18 years of age and over at time of study.
- Students will:
 - a. Show respect to all other students, teachers and staff at AIL.
 - b. Hold a valid visa to study at AIL and ensure that you comply with the requirements of that visa. You must notify AIL of your residential address and contact details and any change to your residential address and/or contact details within 7 days while enrolled at AIL.
 - c. Have appropriate insurance whilst in Australia to cover any incident, injury, loss or similar. Student visa holders must hold the appropriate health insurance as required by their visa.
 - d. Take personal responsibility for any loss, accident, mishap or damage related to your personal belongings.
 - e. Follow all lawful and reasonable instructions given by AIL staff while on our college premises and/or while participating in excursions, extracurricular activities and/or events organised by AIL.
 - f. Take sole responsibility for your own safety and actions while on school premises and/or while participating in excursions, extracurricular activities and/or events organised by AIL. You understand that neither AIL, its teachers, management, nor staff are responsible for your actions or safety. You will not hold AIL, its teachers, management, or staff responsible for any mishap, loss, accident, or injury.
 - g. Not give false or misleading information to AIL about your identity, history or visa.
 - h. Inform us of any changes in your visa status.
 - i. Not participate in any criminal activity according to Australian law.
 - j. Not do anything to harm AIL's facilities.
 - k. Pay your tuition fees and other charges appropriately
 - l. Provide an email address that you check regularly to us at the time of enrolment.
 - m. Check your email regularly for AIL relating to your enrolment at us.
- Photographs, videos, testimonials and/or course work provided by you and/or taken by or on behalf of may be used by or on behalf of AIL for marketing and promotional purposes.
- Students can take a maximum of 4 weeks holiday in the middle of their course. To take a holiday, you must give AIL a minimum of two weeks' notice, and this is subject to the management approval.

- Failure to comply with any of the Student Code of Conduct may result in you being dismissed and/or suspended from your course.
- Where the student has breached a condition of their visa, fails to pay an amount payable to AIL for the course, and/or fails to comply with the Student Code of Conduct resulting in dismissal and/or suspension from a course at AIL, no refund of fees will be made. You may also be required to pay for any damages and/or disruptions caused, and/or reported to the relevant government authorities, which could result in the cancellation of your visa.
- AIL is closed for all public holidays, as listed on the website. No compensation for shortened weeks will be given.
- There is a two-week break over Christmas each year, students are not charged during this period.
- This agreement, and the availability of AIL complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws.

COMPLAINTS AND APPEALS

- Where a complaint cannot be resolved informally, or a student wishes to appeal against the decision of AIL to report them to DHA for breach of visa conditions, students may lodge a formal complaint or appeal. All complaints/appeals should be addressed in writing. A formal complaints/appeals form is available at our college reception or our website. Students' enrolment will be maintained throughout the complaints and appeals process until the matter is resolved. In cases where the student is not satisfied with the result or the conduct of the complaint/appeal they can seek external arbitration by contacting Overseas Students Ombudsman. The full Complaints and Appeals Policy and Procedure can be obtained from our website: <https://www.ail.edu.au/download/>. AIL dispute resolution processes do not circumscribe a student's right to pursue other legal remedies. This agreement, and the availability of a complaints and appeals process does not remove the student's right to take action under Australia's consumer protection laws.

PRIVACY

- AIL respects students' right to privacy and any personal information provided by students to the College will be held in confidence and is protected by the Privacy Act 1988, the Information Privacy Act 2000 and other legislation. The information students have provided will primarily only be used for the service they have requested of us.
- Information collected about the student may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Protection Services. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition. In other instances, information collected on this form can be disclosed without the student's consent where authorised or required by law.

VISA REQUIREMENTS – ATTENDANCE AND ACADEMIC PROGRESS

- Students are required to undertake a full-time study workload of 20 contact hours per week and achieve a minimum rate of progress that will enable them to complete the course in the time frame stated in their confirmation of enrolment.
- Students are required to maintain the attendance level above 80% at all times during their course. Students with attendance below 80% will not receive a graduation certificate.
- Students arriving late, or leaving early classes early will be marked absent for that session. Students who do not respond to warning letters may be reported to DHA which may result in the cancellation of their student visa. For full Monitoring Attendance and Course Progress policy refer to Student Handbook available on <https://www.ail.edu.au/download/>.

OSHC INFORMATION

- It is an Australian Government requirement that all students studying on a student visa are covered by Overseas Student Health Cover (OSHC). The payment listed in the student's offer details covers the length of the student's course at the College. If the student prematurely withdraws from their course and returns home, the prepaid portion may be refunded by the Health Cover Provider, upon request.
- Students accompanied by the family must pay the OSHC family fee.

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REFUND POLICY

- AIL reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, should it be necessary. In such circumstances, if the course is postponed or cancelled by more than four weeks, and if a student is unable to enrol in a similar course at AIL, all fees will be refunded within 14 days, in accordance with the requirements of the ESOS Act. A refund of the fees will only be granted in accordance with the refund policy set out below.

Requests for Refund of Tuition Fees

- Application for a refund of tuition fees in accordance with this Refund Policy must be made in writing, using the request for refund form, stating reasons and relevant details. This must be submitted by email, with attached supporting documents to admin@ail.edu.au

Payment of Refund

- All refunds for which a student is eligible will be forwarded to the person who paid the fees in his or her home country, unless written authorisation is given by the student in favour of another party.
- Except for the situation of provider default where the tuition fees are refunded within 14 days, all refunds due to student default will be made within 28 days. Course fees are not transferable to another person.

No Refunds

- Enrolment Fee is non-refundable.
- Please note an AUD\$250 administration fee will be charged and removed from the total refund amount if no enrolment fee was paid.

Student Default

- A student is not eligible for a refund in the event of a student default. Situations of student default include the following:
 - The student breaches a condition of his or her student visa;
 - The student fails to start the course on the agreed start day or attend classes and fails to inform the College in writing;
 - Misbehaviour by the student; or
 - The student withdraws from the course after the agreed start day.

Defaults by College

- Situations of the College in default include the following:
 - The course does not start on the agreed starting day; or
 - The course ceases to be provided at any time after it starts but before it is completed; or
 - The course is not provided in full to the student because a sanction has been imposed on the registered provider by the authorities; and
 - The student has not withdrawn before the default day
- In the unlikely event that the College is unable to deliver the course in full, the College will notify the Tuition Protection Service (TPS) Director and Students within three (3) business days of the Provider default and will have a period of fourteen (14) days to satisfy its tuition protection obligations in relation to an affected student.
- The student will be offered a place in a suitable alternative course at the College or another provider, at no extra cost to the student, or will be provided with a refund of all unspent Tuition fees. The refund will be paid to the student within two weeks of the day on which the course ceased being provided. The refund will be paid directly to the student or another person who has been authorised by the student in writing.
- The student has the right to choose whether to receive a refund of the unspent Tuition fees, or accept a place in another course at the College or at another provider.
- If the College is unable to provide a refund or placement in an alternative course, or if it appears to the TPS Director that the College is unlikely to satisfy its tuition protection obligations, the student will have access to an on-line placement facility under the TPS. If a student requires any assistance with the placement process, a TPS Administrator or service provider will be available to help the student to place them in a suitable alternative course, or if this is not possible, they will be eligible for a refund as calculated by the TPS Director.

Visa Refusal

- Where a visa application is refused before commencement of the course, AIL will refund fees in full less a 5% of the amount of course fees received or AUD\$500 (whichever is lesser)
- In the event that an extension to the student visa is not granted and the course has commenced, AIL will refund the unused portion of the prepaid tuition fees

less \$250 enrolment fee.

- In both circumstances, the student must show proof of refusal and evidence of payment to the College.
- Course fees = tuition fees + non-tuition fees received in respect to the student.

Withdrawal from Course of Study

- Notification of withdrawal from a course of study must be made in writing and signed by the student. Refund for withdrawal will be calculated based on the date the notice of withdrawal and will be as indicated in the following tables:

- Before commencement of course:

More than 28 days before initial course commencement:	Full refund of tuition fee paid
28 days or less before initial course commencement	50% refund of tuition fee paid

- After commencement of course:
No refund

Airport Transfer Fee

- If written notification of cancellation is received 48h prior to airport transfer, a full refund is available.
- If a student fails to advise the college or the airport pickup company about the change of flight at least 24 hours before an original arrival time in Melbourne, there is no refund.

DEFERMENT / SUSPENSION / CANCELLATION OF STUDENT'S ENROLMENT

A student may request the enrolment to be deferred or temporarily suspended only in case of:

- Student visa not being granted before the Course commencement date.
- Compassionate or compelling circumstances which include but are not limited to: Serious illness or injury (where a medical certificate states that the student was unable to attend classes), Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided), Major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies, Involvement in, or witnessing of a serious accident or crime, Implementation of an intervention strategy for unsatisfactory course progress.
- If approved, the deferral or postponement of a Course start date may only be granted for the period of 6 months from the date the permission is granted.
- Deferring or suspending a course must be reported to relevant government department and might affect the student visa.

A student's enrolment may be cancelled as a result of:

- Student completing course early
- Student transferring to another provider
- Student notifying of cessation of study including failing to return to study after a scheduled student break
- Non-payment of fees
- Disciplinary reasons/student misconduct
- Student dying
- Student no longer holding a student visa
- The college being unable to deliver the course
- Non-compliance with student visa conditions (including breach of attendance requirements or no satisfactory course progress)

TRANSFER BETWEEN PROVIDERS

Transfer to other educational institutions will be treated as a withdrawal from the College and the relevant government authorities will be advised accordingly. The student visa status may be affected. Under the National Code 2018, a student cannot transfer to another Provider prior to the student completing six months of his or her principal course of study.

ENGLISH ONLY POLICY

- AIL is an English Only environment. The policy of speaking English Only whilst on campus is actively enforced by all staff amongst students, staff and visitors with the primary goal of assisting students to meet their English language learning goals. By enrolling at AIL, the student is committing to follow this rule at all times.