



# TERMS & CONDITIONS

## Conditions of Enrolment

### Definitions:

*ESOS Act – the Education Services for Overseas Students Act 2000;*

*National Code – the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students established under ESOS Act;*

*TPS – Tuition Protection Scheme*

*Enrolment – a full period of study as submitted on the application form*

*Commencement date – commencement of enrolment in the original offer letter. When student enrolls for multiple courses, the earliest commencement date is used and all course components constitute of full enrolment.*

### Refund Policy Conditions and Processes

Discover English Pty Ltd 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 by more than four weeks, and if a student is unable to enrol in a similar course at Discover English Pty Ltd, all fees will be refunded. If the course is cancelled and if a student is unable to enrol in a similar course at Discover English Pty Ltd, 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 [info@discoverenglish.com.au](mailto:info@discoverenglish.com.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 and Accommodation Placement Fees are non-refundable.

Please note a \$220 administration fee will be charged and removed from the total refund amount if an enrolment fee was paid.



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**

1. 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

2. 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.

3. 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.

4. 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.

5. 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, Discover English will refund fees in full except for

5% of the amount of course fees received; or

\$500; whichever is lesser

In the event that an extension to the student visa is not granted and the course has commenced,

Discover English will refund the unused portion of the prepaid tuition fees less \$220 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.



indicated in the following tables:

- Before commencement of course:

- More than 4 weeks before initial course commencement:  
60% refund of tuition fees paid

4 weeks or less before initial course commencement:  
50% refund of tuition fees paid

After commencement of course:

No refund

### **Accommodation Fee**

Homestay – refer to homestay application form

Student residence – refer to student residence refund and cancellation policy

### **Airport Transfer Fees**

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 an hour before an original arrival time in Melbourne, there is no refund.

### **Complaints and Appeals**

Where a complaint cannot be resolved informally, or a student wishes to appeal against the decision of Discover English 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 proforma is available from staff at Reception on level 1 or the Discover English 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 at the Discover English website: [www.discoverenglish.com.au/download](http://www.discoverenglish.com.au/download). Discover English 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.

### **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



on [www.discoverenglish.com.au/download](http://www.discoverenglish.com.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.

### **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.

### **Privacy**

Discover English respects students' right to privacy and any personal information provided by students to



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.

### **English Only Policy**

Discover English 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 Discover English, the student is committing to follow this rule at all times.

### **TERMS AND CONDITIONS OF ENROLMENT**

I have read and understood the terms of Discover English Refund Policy.

I understand that some courses require a pre-requisite level of English language proficiency for entry

I understand I must be at least 18 years of age

I understand that I will be tested on or before the commencement of my course, and placed in an appropriate English language course

I understand that I must complete all class work, assignments, activities and assessment in order to maintain satisfactory progress

I understand that I must attend at least 80% of my course, and that if I fail to do so, I may be reported to the Department of Immigration and Border Protection (DIBP)

I understand that I must inform Discover English immediately if I change my address, phone number or email address in Australia

I understand that I must speak only English at all times in the College

I understand that I cannot change my school during the first 6 months without a written letter of release from Discover English

I have read the regulations of the college and agree to abide by them

I am aware that the school age dependents accompanying me will be required to pay full fees at a private or government school in Australia

I understand that my personal information may be shared with the Australian Government, designated authorities, the Secretary and the TPS Director. This information may include personal and contact details, course enrolment details and changes, and circumstances of any suspected breach by the student of a student visa condition

I acknowledge that Discover English has the right to change its fees and conditions, cancel or defer courses, and to alter course timetables and class locations at any time without notice.

\*Please refer to the Student Handbook available on [www.discoverenglish.com.au/download](http://www.discoverenglish.com.au/download) for access to full policies mentioned in these terms and conditions.



## CONTACT US

247 Collins Street, Melbourne Victoria 3000

**Location map**

Tel: +61 3 9602 4800

Fax: +61 3 9602 4877

Email: [info@discoverenglish.com.au](mailto:info@discoverenglish.com.au)

## OUR LOCATION



## STUDENT PORTAL

English

## CONNECT WITH US



## TERMS AND CONDITIONS