

Terms & Conditions of Enrolment 2019

A. Payment of Fees

1. All fees for enrolments of less than 24 weeks are payable in advance.
2. A single course of 25 weeks or more can be paid with the TPS Instalment Payment. Full payment of fees can be accepted should the student choose to pay in full (see Question 7 in Application Form). If TPS Instalment Payment is selected, payment details and due dates are included in the Letter of Offer. Failure to pay by the due date will result in suspension of all further study and cancellation of the eCoE(s).
3. Offers can only be confirmed as enrolments upon payment of fees. Impact English College has no obligation to keep places for students whose offers are not confirmed by the agreed payments.
4. Fees must be paid in \$AUD, with credit card or electronic transfer. Any additional bank charges or other charges such as those associated with exchange rates must be paid by the student or person making the payment. Cash payments can not be processed at Impact. Bank details for Impact English College are as follows:

Account Name: Impact English College Pty Ltd

Bank Name: ANZ

Account No: 4878 04093

Branch No: 013-017

**Bank Address: 600 Bourke Street
Melbourne Victoria 3000
Australia**

SWIFT Code: ANZBAU3M

B. Refund Policy:

1. Refunds are made by electronic funds transfer to a nominated bank account or as reverse payment to the credit card from which the payment was processed.
2. All refund requests must be made in writing and must be accompanied by a completed Impact Refund Request form within 6 months of the initial enrolment start date. The refund form must be signed by the student claiming the refund and the signature must be matched with the one on the passport.
3. Impact English College will respond to the refund request within 10 working days of receipt.
4. Once the refund request is approved, the refund will be made within 20 working days from the date of approval by electric funds transfer to a bank account nominated by the student or as reverse payment to the credit card from which the payment was processed. Bank transfer fees will be deducted.
5. This agreement does not remove the right to take further action under Australian Consumer Protection Laws.

B-1. Application Fee:

The application fee of \$200 is non-refundable.

B-2. Tuition Fees:

1. Definition: 'enrolment' means the full period of study as submitted on the application form at either or both campuses. 'Commencement date' means the commencement of enrolment in the original letter of offer. When multiple offer letters are issued the earliest commencement date is used and all course components contained within those offers constitute the full enrolment.
2. Impact English College will refund fees in full as per sections 28-29 of Education Services for Overseas Students Act 2000 (Cth) if Impact English College cannot deliver the course for which the student is enrolled.
3. As prescribed in section 47E of the ESOS Act, Impact English College will refund fees in full less AU\$500 or 5 percent of the pre-paid tuition fee (whichever is the lesser) if your student's visa application is rejected or a student's visa renewal is refused prior to starting a course. The request for a refund must include a letter of notification from the appropriate Australian Government Office.
4. Impact English College will refund 60% of the tuition fee if a student decides to cancel the enrolment providing written notice is given more than 20 working days before the commencement date.
5. 50% of the tuition fee will be refunded if Impact receives the written notice less than 20 working days before the commencement date.
6. The tuition fee will not be refunded after the commencement date.
7. If a student on an Impact Pathway Program achieves the English requirement of our pathway partner schools earlier than expected and is covered by Impact English College's Transfer Policy, 60% of the remainder of the tuition fee will be refunded to the student. The request must be made in writing and must include evidence of having met the pathway and attendance requirements and a Confirmation of Enrolment from the partner institution showing that the next course will commence within 28 days. This policy applies only where five or more weeks remain.
8. No tuition fee will be refunded if the student is expelled from the college due to inappropriate behaviour. Please see E2 below.

B-3. Accommodation Placement Fee & Airport Pick-Up Fee:

As per accommodation terms and conditions in the Accommodation Application Form.

B-4. Other Fees:

1. Upon cancellation of the enrolment prior to commencement of the course, Overseas Student Health Cover (OSHC) fees (if OSHC is not yet organised), and material fees will be refunded in full.
2. For cancellation of OSHC after commencement, students must contact their OSHC provider directly to organise refund of OSHC.
3. With 10 working days' notice prior to the commencement of the course, Exam and/or Barista training fees will be refunded in full. With less than 10 working days' notice, no refund will be made as a cancellation fee.
4. When cancellation is made after commencement no refund of the material fee will apply.

C. Alterations:

Impact English College reserves the right to alter timetables, classes, course content, and locations where necessary.

D. Transfer Policy:

1. Under Student Visa Regulations (Condition 8206) it is not possible to transfer to another educational institution during the first 6 months of the course, without permission from Impact English College.
2. No transfers of tuition fees will be made to another English language centre or other institution unless Impact English College is unable to proceed with the study program applied for.
3. Students may transfer to Impact partner institutions when they have achieved the appropriate level of English required by the partner institutions. Please see B-2.7 for a refund policy.
4. Students may transfer to another registered provider if:
 - a. The transfer conditions are in accordance with government regulations and Impact requirements outlined in the Student Handbook (2-14), and;
 - b. The student produces evidence of a valid letter of offer.
5. All applications to transfer to another registered provider must be made to the Board of Directors at Impact in writing and be accompanied by a valid letter of offer from the receiving institution.
6. All transfer requests will be assessed within 10 working days of written notice in accordance with transfer policy.
7. Once a decision is made, the student will be notified of the decision in writing.

E. Deferring, Suspending or Cancelling of a Student's Enrolment:

1. As defined in the National Code (for Registration Authorities and Providers of Education and Training to Overseas Students 2018- Standard 9) a provider can defer, temporarily suspend or cancel a student's enrolment only on the grounds of compassionate or compelling circumstances or misbehaviour by the student. Deferring or suspending a course must be reported to the relevant government department and may affect the student's student visa.
 2. Impact English College has the right to suspend a student's enrolment or to expel students from the college if it is satisfied that:
 - a. The student is involved any kind of criminal act.
 - b. The student's behaviour is intimidating or puts him/herself or other students or staff at risk.
 - c. The student breaks Impact's English Only policy following a written warning.
 - d. The student has not met attendance or progress requirement.
- When the student is expelled from the college after commencing their course, the student is not entitled to any kind of refund. Any appeals to such action may be taken as per the Complaints/ Appeals Process below (Section M).
3. In the case of students failing to meet their financial obligations, Impact English College has the right to suspend the student until required payments are made, or while the student is going through a complaints and appeals process. Students have no rights to attend classes or courses for which they have not paid.

F. School Rules:

English Only - All students must only speak English in the college. Students who break this rule before or during class hours will be dismissed from class for the remainder of the day. Students who break this rule after class hours will not be allowed to attend class the following day. When students are directed to leave the college premises due to the English Only Policy, they will be marked absent and it may affect their attendance record. No refunds or additional classes will be granted for days missed because of this rule. Breaking this rule repeatedly will result in an official written warning of expulsion. (See E-2c.) If a student has a problem and needs assistance in their native language, they may request the services of an Impact staff member or translator.

G. Attendance and Academic Performance (Condition 8202):

Students must remain enrolled in a registered course, and maintain satisfactory attendance and course progress in that course for each study period as required by Impact English College. The National Code 2018 requires that students attend at least 80% of the scheduled course contact hours. Students with attendance below 80% will not receive a graduation certificate. We are required to monitor students' attendance and academic progress constantly.

Students arriving late, or leaving classes early will be marked absent for that class. If students do not meet the visa attendance and course progress requirements we must cancel their course at Impact and notify the immigration authorities and this may result in cancellation of their visa.

H. Working While Studying (Condition 8105):

Once students have started their course, they can undertake paid work for a maximum of 40 hours per fortnight outside of class times during the term, and unlimited hours when their course is not in session.

I. Overseas Student Health Cover (OSHC) (Condition 8501):

Students must maintain adequate arrangements for health insurance for themselves and their accompanying family members during their stay in Australia. Impact English College collects and pays the OSHC fees to the provider on behalf of students who have a student visa after the commencement date. Membership details will be available within two weeks of the commencement date.

J. Arrangements for Dependents (Condition 8517):

Students must maintain adequate schooling arrangements for their school-age dependants who join them in Australia on a student dependant visa for more than 3 months and meet all tuition fees as required.

K. Change of Address (Condition 8533):

Students must notify Impact English College of their residential address in Australia within 7 days of arriving in Australia. Students must notify the college of any change in their residential address within 7 days of the change.

L. Privacy:

Impact English College 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. We are obliged to pass on information to Government agencies when legally requested.

M. Complaints/Appeals Process (Grievance Procedure)

If students have a serious complaint about their course, assessment, or the College, we want to hear from them. It is Impact English College's policy to listen carefully to their complaint/grievance and try to resolve problems quickly and fairly. This procedure applies to all currently enrolled students at Impact English College. Phone to make an appointment. Students can also make an appointment at reception.

- a. If students have a complaint or grievance, they can discuss the issue with their main class teacher or make an appointment with a student services counsellor about the complaint. They may be able to help students resolve the problem immediately.
- b. If they are still not satisfied, they may talk to the Academic Manager at the College regarding academic related matters, or the Office Manager regarding administrative matters.
- c. If they are still not satisfied, they should put the case in writing to the Impact English College Board of Directors. The case will be discussed in the Board of Directors meeting. A decision will be forwarded to students' nominated email address in writing within 10 working days of the meeting.

Where students believe the decision is incorrect or unfair, they may lodge an external appeal and may contact:

Student visas ONLY

Overseas Students Ombudsman: www.oso.gov.au
Tel: 1300 362 072 for more information (free service)

All other visas

The Solutionist Group: www.solutionist.com.au
Tel: (03) 9830 1849 Fees apply

Other organisation which can offer legal advice:

Victoria Legal Aid: www.vla.vic.gov.au
350 Queen Street, Melbourne Victoria 3000, Australia
T: (03) 9269 0120

Study Melbourne Student Centre:
www.studymelbourne.vic.gov.au/help-and-advice
24/7 Phone line: 1800 056 449

Legal Aid Queensland: www.legalaid.qld.gov.au
44 Herschel Street, Brisbane Queensland 4000, Australia
T: 1300 651 188

Each party may be accompanied and assisted or represented by a support person at any relevant meeting.