

Conditions of Enrolment

The following sets out the terms and conditions of Your enrolment in a course with Navitas English (Navitas English Pty Ltd ABN 51 003 916 701 or Navitas English Services Pty Ltd ABN 13 002 069 730, as the case may be) (Navitas English). In these terms and conditions:

Course means a course offered by Navitas English in which You are or will be enrolled. Navitas English courses in NT will be delivered by Navitas English (Navitas English Pty Ltd ACN 003 916 701) CRICOS Provider 02783C (NT). Courses in NSW, Qld and WA will be delivered by Navitas English (Navitas English Services Pty Ltd ACN 002 069 730) CRICOS Provider 00289M (NSW), 00711B (Qld), 02252G (WA), with the exception of the Certificate IV in TESOL course which will be delivered by Navitas English (Navitas English Pty Ltd ACN 003 916 701) CRICOS Provider 00031D (NSW) and 03106K (Qld).

ESOS Act means the Education Services for Overseas Students Act 2000;

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

Navitas means Navitas Limited ABN 69 109 613 309;

Navitas English Entity means Navitas English Pty Ltd ABN 51 003 916 701 or Navitas English Services Pty Ltd ABN 13 002 069 730;

Study Period means the number of weeks of pre-paid tuition, including multiple Courses, undertaken with Navitas English; and

You means the student named in the enrolment form and, if the student is under 18 years of age, his or her parent or legal guardian named in the enrolment form and Your has a corresponding meaning.

1. Cancellation and refunds

Navitas English complies with the Refunds and Transfers Policy and Code of Conduct of English Australia, the ESOS Act and the National Code. The Navitas English enrolment fee is payable once only and is only refundable in limited circumstances involving provider default.

Tuition

- If You provide Navitas English with at least 4 weeks' written notice prior to commencement of the Study Period, Navitas English will provide You with a full refund of tuition fees.
- If You provide Navitas English with less than 4 weeks' written notice prior to commencement of the Study Period, Navitas English will provide You with a full refund of tuition fees, less 30% cancellation fee.
- In circumstances other than where Navitas English ceases to provide the Course, no refund is payable after You have commenced the Study Period.
- Except as required under the ESOS Act or the National Code, where You transfer from a more expensive Course to a less expensive Course, no refund of the difference is payable.
- If Your visa application is denied, a full refund of all Course fees, less the enrolment fee, will be made provided that Navitas English receives a copy of the Australian Embassy rejection letter.

- Navitas English reserves the right to suspend or cancel Your enrolment because of: (a) Your failure to pay an amount You were liable to pay to Navitas English (directly or indirectly) in order to undertake the Course; (b) You have breached a condition of Your student visa; or (c) behaviour unacceptable to Navitas English, including but not limited to behavior as described in the Navitas English Code of Conduct as published and displayed in centres and at www.navitasenglish.com/code_of_conduct.
- If You transfer to a course at another educational institution (excluding English language studies) and You have met the institution's published IELTS or TOEFL score, or you have achieved a satisfactory level of English through Navitas English's agreed pathways, You are eligible for a transfer of the unused portion of tuition fees, less an administration fee of 30%. You must provide Navitas English with evidence acceptable to Navitas English of valid enrolment from the new institution and Your current attendance rate at Navitas English must be over 80%. Fees will only be transferred in full weeks. If you are granted a transfer, the remaining portion of Your tuition fees will be calculated from the commencement date of the new studies. You will not be released from enrolment at Navitas English prior to the commencement date of the new studies.
- In addition, if You are under 18 years of age You must have written evidence acceptable to Navitas English that Your parent or legal guardian supports the transfer and written confirmation that the new institution will accept responsibility for approving your accommodation, support and general welfare arrangements if You are not being cared for in Australia by a parent or suitable nominated relative or legal guardian.
- In addition, if You are sponsored by Your government, and Your government considers the transfer to be in Your best interests and You provide Your government's written support for the transfer acceptable to Navitas English, then the remaining portion of Your tuition fees from the commencement date of the new studies may be transferred to the new course.
- If You are successful in gaining entry to another Navitas college (other than a Navitas English Entity) or university program, You may be eligible for a transfer of all remaining tuition fees to the new Navitas location (other than a Navitas English Entity).
- Course fees are not transferable to another person nor to another English language centre, except for Hawthorn-Melbourne or a Navitas English Entity.
- In circumstances where Course fees are paid or made payable to the incorrect Navitas English Entity, You authorise Navitas English to pay the fees to the correct Navitas English Entity.
- You will not be allowed to transfer to another institution in the first 6 months of Your Course (except for situations outlined above).
- In circumstances other than where Navitas English ceases to provide the Course, refunds will be paid within 4 weeks of Navitas English receiving written request.
- If Navitas English ceases to provide the Course, unless Navitas English arranges for You to be offered a place in an alternative course at Navitas English's expense and You accept that offer in writing, You are entitled to a full refund of Course money (paid within 2 weeks of the date on which Navitas English ceases to provide the Course).
- Entry to all Courses is subject to Your placement test, as well as IELTS or TOEFL results.

Deferrals/Postponements

- If You have paid tuition fees for a Course, Navitas English may allow You to defer or postpone Your commencement of that Course in the following circumstances:
- If You give Navitas English at least 28 days' written notice before the commencement of the Course (You will have to pay any increase in tuition fees from the time of deferment to Your commencement of the Course);
- If You cannot start your Course on the agreed start date because there is a delay in receiving Your student visa before Your Course commences; or
- If You have compassionate or compelling circumstances, such as: death in your immediate family (father, mother, child, sibling, spouse only); natural disaster in your home country; You or Your dependant family member is seriously ill; You become pregnant; or You become a victim of a serious crime or trauma.
- Approval for deferral or postponement of a Course is at the sole discretion of Navitas English. You must provide Navitas English with documented evidence in support of your application for deferral or postponement as required by Navitas English. If approved, deferral or postponement may only be granted for a maximum of six months from the agreed starting date of a Course. Unless expressly stated otherwise in these terms and conditions, You will not be entitled to any further deferral, postponement, refund or transfer of fees.

Accommodation

- No refund will be made on the accommodation placement fee.
- If You provide Navitas English with 4 weeks' written notice, Navitas English will provide You with a full refund of accommodation fees.
- If You provide Navitas English with less than 4 weeks' written notice or if a placement has been made, a cancellation charge equal to 2 weeks' accommodation fees will apply.
- If Your visa application is denied, a full refund of accommodation fees (if a placement has not been made) will be made provided that Navitas English receives a copy of the Australian Embassy rejection letter.
- If You wish to leave Your Homestay at any time, You are required to give 2 weeks' notice to Navitas English.
- A AU\$100 per week Homestay fee will apply should You take a break from Your Homestay during the course of Your Homestay.
- Special cancellation fees may apply for other accommodation arrangements.
- Carer fees are non-refundable.
- An AU\$80 amendment fee applies to all changes made to accommodation bookings after the commencement of the Course.

Airport Transfer

- No refund of airport transfer fees will be made if You do not notify Navitas English of Your flight details or any change of details at least 2 working days before arrival.

Representative

If You enrol through a representative, the refund may be paid to that representative. Monies will be refunded in the currency in which they were paid.

2. Change of Address

You must advise Navitas English of Your current residential address on arrival and if You change Your address You must notify Navitas English immediately. Your failure to notify Navitas English that You have changed Your address may result in automatic cancellation of Your visa without prior notice.

3. Young Student Care Arrangements

If You are under 18 years of age the parent or legal guardian named in the enrolment form must nominate a carer living in the city in which You will be studying and who will be responsible for Your welfare whilst studying at Navitas English, or request that Navitas English make arrangements for Your care and welfare in writing.

4. Indemnity and Release

In consideration of Navitas English accepting Your application for enrolment as a student and providing tuition to You, You will not hold Navitas English, its related bodies corporate, their employees or agents liable for nor make any claim against any of them, and indemnify each of them against, any loss, damage, death, injury or liability which You may suffer or cause, in connection with Your association with Navitas English, including:

- (a) Your attendance at any premises owned, operated or controlled by Navitas English;
- (b) Your attendance at any activity, whether sporting, cultural, recreational or otherwise, organised by or on behalf of or with the assistance of Navitas English or any activity of which Navitas English has any knowledge; and
- (c) any accommodation, whether short-term or long-term, arranged for You by Navitas English.

If You are under 18 years of age, the parent or legal guardian named in the enrolment form requests that Navitas English enrol You as a student of Navitas English. In consideration of Navitas English agreeing to enrol You, the parent or legal guardian:

- (a) guarantees Your obligations under these terms and conditions of enrolment;
- (b) will not hold Navitas English, its related bodies corporate, their employees or agents liable for nor make any claim against any of them in connection with Your association with Navitas English, including the matters set out in paragraphs (a) – (c) above; and
- (c) indemnifies each of them against any loss, damage, death, injury or liability which You may suffer or cause in connection with Your association with Navitas English, including the matters set out in paragraphs (a) – (c) above.

These terms and conditions, and the availability of complaints and appeals processes, do not remove Your right to take action under Australia's consumer protection laws.

These terms and conditions are governed in all respects by and interpreted in accordance with the laws of the state in which the centre You attend is located in the Commonwealth of Australia.

5. Privacy

The information You provide on this enrolment form and otherwise in connection with Your enrolment (including personal information, Course enrolment details and changes and the circumstances of any suspected breach by You of a student visa condition) will be used to process Your enrolment at Navitas English, provide You with educational services and, in the case of Homestay students, to enable Navitas English and a Homestay provider to provide You with Homestay facilities.

Your enrolment may be delayed if the information provided is incomplete.

This information will be dealt with in accordance with the Privacy Act 1988 and Navitas English's privacy policy and is available for Your review by contacting the Navitas English Privacy Officer.

It may be made available by Navitas English to the Australian government (for example to Australian immigration and education authorities) in connection with Your visa, as required by the National Code or the ESOS Act, if required, to the Tuition Assurance Scheme and the ESOS Assurance Fund Manager or, in the case of students who have booked Homestay, to Your Homestay provider, or in the case of students who have nominated to study further in Australia, to Your further studies institute.

Navitas English may send You information about its programs or other related courses. You may request not to receive further information at any time.

6. Other Terms

- It is a condition of Your enrolment at Navitas English that You comply with all Navitas English regulations and policies as notified to You by Navitas English.
- Navitas English may by notice to You in writing which notice may be given on the Navitas English website, vary these terms and conditions or any Navitas English regulations or policies. A variation takes effect on the day specified in a notice.
- If You are applying for an ATTC Course, You may need to take a separate entry test.
- Navitas English reserves the right to change start dates (with Your agreement), Course curricula, Course timetables and any programs at any time.
- All prices are stated in Australian Dollars (AU\$) and subject to change without notice.
- Navitas English is closed on official public holidays and 29/07/11 & 24/12/11 – 02/01/12.
- 10% Goods and Services Tax (GST) applies to Apartment Accommodation, Airport Transfer, Placement, and Materials Fees.
- All Navitas English centres are fully accredited by NEAS.
- Photographs, videos and testimonials provided by You or taken by Navitas English may be used for marketing and promotion purposes.

Contact

All requests for refunds, deferrals, postponements or transfers must be made in writing addressed to:

National Student Services Manager

Navitas English
Level 4, 11 York Street
Sydney NSW 2000 Australia

Supporting documents as specified by Navitas English must be included with the request. If You are under 18, the written request must be made by the parent or legal guardian who signed Your original enrolment form.

Navitas English will:

- Notify You in writing of the outcome of the request within 10 working days and where necessary, give reasons for the outcome.
- Notify the Department of Immigration and Citizenship (DIAC) of any change to Your study plan for which a student visa has been granted.

A refund, transfer, deferral, postponement, suspension or cancellation of Your Course may affect Your student visa. DIAC will assess Your situation individually in accordance with the DIAC student visa policies. You are advised to seek advice from DIAC before making any changes to Your Course. For more information visit the DIAC website at www.immi.gov.au or telephone 131 881.

Signing

I have read and understood these terms and conditions of enrolment. I agree to these terms and conditions and authorise Navitas English to apply the monies payable in accordance with the enrolment form and these terms and conditions:

Your name

Your signature

Dated: / / (day/month/year)

AND

For students under 18 years of age:

I am the parent or legal guardian of the student named in the enrolment form. I have read and understood these terms and conditions of enrolment. I agree to these terms and conditions and authorise Navitas English to apply the monies payable in accordance with the enrolment form and these terms and conditions:

Name of parent/legal guardian

Signature of parent/legal guardian

Dated: / / (day/month/year)