



BYRON BAY
ENGLISH
LANGUAGE
SCHOOL



CANCELLATION, DEFERMENT & REFUND POLICY

1. Registration and accommodation placement fees are non-refundable in all instances.
2. All notifications of course or accommodation cancellations and refund requests must be made to the Director by email. An email response will be provided within 5 working days. If a refund is granted, it will be paid within 4 weeks of the date of notification to the person or organisation who initially paid the fees to BBELS.
3. If your visa application is rejected, tuition and accommodation fees will be refunded in full, but registration and accommodation placement fees will not be refunded, as per Clause 1 above. Evidence of an Australian Immigration visa rejection notification must be made available to BBELS within 2 weeks of that notification date.
4. A study program at BBELS may consist of one or more separate courses – General English plus IELTS, Cambridge etc.). Requests for refunds due to cancellation will only be considered in the context of the whole study program and not for each individual course.
5. If you cancel 28 days or more before the course begins, 100% of tuition and all accommodation fees will normally be refunded, excluding the registration and accommodation placement fees. Once any student has been provided an accommodation placement (even before 28 days from start date), we will refund all accommodation fees less 2 weeks homestay or 2 weeks student house fees. Refunds will be paid within 4 weeks of cancellation notice date less any bank transfer fees incurred by BBELS.
6. If notice of cancellation is received less than 28 days before the commencement date of your course, tuition will be refunded less a cancellation charge equal to 4 weeks of course fees, homestay fees less a cancellation charge equal to 2 weeks of homestay payments, student house fees less a cancellation charge equal to 2 weeks of student house payments, registration and accommodation placement fees. Payment will be made within 4 weeks of cancellation notice date less any bank transfer fees incurred by BBELS.
7. Notice to BBELS of any postponement (delayed start date) of accommodation services (homestay, student or share house) must be received 14 days before the accommodation start date. If notice of postponement is received less than 14 days before the commencement date of your course, 2 weeks' accommodation fees will be charged.
8. No tuition fees will be refunded if you advise cancellation on or after your course commencement date.
9. If you defer your course commencement date, then later cancel your course, prior to the new commencement date, the cancellation policy will apply from the original course commencement date, not the deferred commencement date.
10. After your course has commenced, 2 weeks' notice must be given for all accommodation cancellations or a cancellation charge equal to 2 weeks rent will apply. Any unused accommodation fees will be refunded to the student within 2 weeks of submitting a refund request in writing. If you are asked to leave the homestay for any valid reason, for example due to unacceptable behaviour such as having someone stay over without prior permission, a cancellation payment of two weeks' notice will be deducted from any refund due, in lieu of two weeks' notice.
11. No refund of airport transfer fees will be made if you fail to notify BBELS of your flight details or any change of these details less than 48 hours before arrival.
12. A \$30 administration fee for bank charges will also apply for any refunds made by bank transfer.
13. Course fees are not transferable to another person or institution, unless pre-arranged at enrolment.
14. In the unlikely circumstance that BBELS must cancel a course, all tuition fees and compulsory course fees plus any unused accommodation fees at the cancellation date will be refunded in full. Reimbursement is 2 weeks from the date of notice of cancellation/default. As an alternative to making a payment, BBELS may arrange for another course, or part of a course, to be provided to the student at BBELS expense. If the student accepts this arrangement, BBELS will be relieved of its liability to make this payment.
15. Applications for refunds must be directed in writing to BBELS in Australia or its appointed agents in a student's home country within 28 days of a refund becoming applicable.

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16. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws. Students have the right to appoint a nominee to represent them in any dispute resolution process.
17. If in the unlikely event that BBELS ceases to operate and is unable to provide a full refund, holders of valid student visas will be able to access the Tuition Protection Service (TPS) which offers an on-line placement and refund service for international students affected by such provider closures.

Deferment Policy

The deferment, suspension or cancellation of study may affect your student visa status.

You must start your course on the allocated start date unless you provide a minimum of one week's notice in writing to defer. If notice is less than one week, BBELS will charge one week's tuition fee and the course will not be extended by the time lost. BBELS is required to report any student default within 5 working days if a new start date has not been confirmed and a new e-COE issued for students on a student visa.

On or after your course commencement date, requests to defer will only be granted for compassionate and compelling circumstances (defined as those beyond the control of the student and which have an impact on course progress or wellbeing). These may include but are not limited to:

- serious illness/injury, where a medical certificate states the student is unable to attend classes
- bereavement due to death of close family member
- political upheaval or natural disaster in the student's home country, requiring emergency travel
- traumatic experience such as witnessing or being victim of a serious accident or crime
- inability to commence course due to non-issue of visa
- BBELS's inability to provide the course at the time of the initial commencement date (see Clause 14. Cancellation and Refund Policy)

Other Conditions of Enrolment

- You must follow the directives of BBELS staff and teachers at all times. Failure to do so, may lead to your expulsion from the school without refund
- You must notify BBELS of any change of local address, while enrolled in a course, within 5 working days.
- Students under the age of 18 must agree to BBELS welfare arrangements outlined in a separate letter.
- Students are fully responsible for their educational and living expenses while studying at BBELS.
- Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007, 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 contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service Director. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.
- Students consent to BBELS making reasonable enquiries to DIBP regarding their visa and to sharing these details with Government and health Insurers for the purpose of ensuring that visa conditions for staying in Australia are maintained.
- BBELS has the right to share information about your course and progress with your sponsor, university or college or educational representative.
- Any photos or video footage taken at BBELS or by BBELS staff of BBELS students are the property of BBELS and may be used in reproduction of materials for promotional use without consent.
- BBELS, its representatives and staff, will not be held liable for any loss, damages, death, illness or injuries to people or property which occurs whilst students are on any activity or excursion organised by BBELS. It is the student's sole responsibility to take out insurance against such risks and we recommend that students travelling abroad take out comprehensive travel, accident and medical insurance in their own countries.

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- Course material fee includes charges for internet, handouts and books. You are entitled to one text book for every 12 weeks of study. Students studying 5 weeks or less receive no text book. They can purchase one.
- By providing your private email address on this form or the BBELS registration form, you accept that you are giving permission to BBELS to communicate with you by email on any matters relating to your enrolment at BBELS.
- Entry to the following BBELS courses require a pre-requisite level of English; Cambridge and IELTS exam preparation
- You must actively participate in classes and complete all class work, assignments, activities and assessments in order to maintain satisfactory academic progress.
- Students are required to maintain a minimum of 80% attendance in order to receive a certificate on graduation. Students studying on a student visa can be reported to the Department of Immigration and Border Protection (DIBP) if they fail to maintain this attendance.
- Students are required to abide by the BBELS Code of Conduct, available in the Student Information booklet and on the BBELS website.
- BBELS has an internal complaints and appeals process and students can access this at reception.
- Additional information about students' rights and responsibilities under the Australian Government ESOS Act 2000 and National Code 2007 is available online at:
http://aei.dest.gov.au/AEI/ESOS/Quickinfo/ESOS_Framework_pdf.pdf

January 2016