

## Enrolment Terms and Conditions

### Enrolment Procedure

1. Email applications and supporting documents to [info@levelupenglish.com.au](mailto:info@levelupenglish.com.au). Or go directly to [www.levelupenglish.com.au](http://www.levelupenglish.com.au) and apply online.
2. If we can accept your enrolment, we will send you an Offer Letter including Student Invoice and Course Acceptance Agreement. This Offer outlines the payment schedule for the tuition fees, enrolment fees, materials fee and OSHC fees.
3. To confirm your enrolment, you will need to sign and return the Offer Letter and make the first payment according to the Offer Letter.
4. Upon confirming your payment, we'll send you a Confirmation of Enrolment (CoE).
5. For all enrolments of 24 weeks or less, Level Up English must receive full payment of tuition fees at least one month prior to the course commencement date.
6. For enrolments of 25 or more weeks students can with instalments. The first instalment must be received at least one month prior to the course commencement date. Subsequent instalments must be received at least one month before the next payment period.
7. 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 of Immigration and Border Protection (DIBP). Their website is [www.border.gov.au](http://www.border.gov.au).
8. In addition to your school fees, the Australian Government recommends that students have approximately AU\$18,610 per annum for their other living expenses.

### Terms and Conditions of Enrolment

9. 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.
10. Students will:
  - a. Show respect to all other students, teachers and staff at Level Up English
  - b. Hold a valid visa to study at LUE and ensure that you comply with the requirements of that visa. You must notify LUE of your residential address and contact details and any change to your residential address and/or contact details within 7 days while enrolled at LUE.
  - 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 LUE staff while on school premises and/or while participating in excursions, extracurricular activities and/or events organised by LUE
  - f. You understand that neither LUE, its teachers, management, nor staff are responsible for your actions or safety. You will not hold Level Up English, its teachers, management, or staff responsible for any mishap, loss, accident, or injury
  - g. Not give false or misleading information to LUE about your identity, history or visa and inform the school of any changes in your visa status
  - h. Not participate in any criminal activity according to Australian law
  - i. Not do anything to harm LUE's facilities
  - j. Pay their tuition fees and other charges appropriately
  - k. Provide an email address to the school at the time of enrolment and check regularly for information relating to their enrolment at the school
11. Photographs, videos, testimonials and/or course work provided by you and/or taken by or on behalf of LUE may be used by or on behalf of LUE for marketing and promotional purposes
12. Students who enrol for 20 or more weeks can take 4 weeks of study holiday during their enrolment. Students whose enrolment includes the Christmas/New Year period get an additional two weeks study break during that time. To take a holiday, students must give LUE a minimum of two weeks notice.
13. Failure to comply with any of the Student Code of Conduct may result in you being dismissed and/or suspended from your course
14. Where the student has breached a condition of their visa, fails to pay an amount payable to LUE for the course, and/or fails to comply with the Student Code of Conduct resulting in dismissal and/or suspension from a course at LUE, 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
15. Level Up English is closed for all public holidays, as listed on the website. No compensation for shortened weeks will be given.
16. There is a two-week break over Christmas each year, students are not charged during this period.
17. Level Up English is subject to the Privacy Act which regulates how your personal information is collected, handled, and used. The information provided by you (including but not limited to your contact details) in all forms of correspondence between you and Level Up English may be shared between Level Up English and the Australian Government and designated

authorities. The information may also be used for general communication with you and for promoting compliance between you and Level Up English. The ESOS Act further outlines circumstances in which this information may be shared.

18. This agreement, and the availability of Level Up English complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws.

### Refund Policy

19. All application fees are non-refundable.
20. All refund requests must be made in writing and accompanied by supporting documentation.
21. 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.
22. Once the refund request is approved, the refund will be made within 20 working days from the date of approval by electronic 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.
23. As prescribed in section 47E of the ESOS Act, Level Up English 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. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to Level Up English upon visa refusal. In this case, the refund will be made within 14 days.
24. Level Up English 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.
25. 50% of the tuition fee will be refunded if Level Up receives the written notice less than 20 working days before the commencement date.
26. The tuition fee will not be refunded after the commencement date.
27. If Level Up English must cancel your course, then the tuition fees for the weeks you couldn't finish will be refunded in full.
28. If you transfer from a more expensive course to a cheaper course, then no refund is payable.
29. If you arrive to Australia late then there is no refund for any classes that you miss.
30. If you commit a criminal offence under Australian law then Level Up English will discontinue your enrolment and not refund any remaining weeks of tuition.
31. If the application for a student visa is unsuccessful, Level Up English will refund full prepaid Course fees, less the enrolment fee. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to Level Up English upon visa refusal. In this case, the refund will be made within 14 days.
32. In the event that an extension to the student visa is not granted and the course has commenced, Level Up English will refund the unused portion of the prepaid tuition fees less any enrolment fee.
33. If for any reason Level Up English is unable to start delivery of the course on the agreed starting date or ceases to deliver the course before it is completed the full refund of unused prepaid Course fees.
34. If you wish to defer your course start date, you must notify Level Up English more than 14 days prior the course commencement date or charges will apply. Where you are granted a course deferment and later cancel, any refund amounts or cancellation fees will be calculated based on the original course commencement date. Student visa holders should note that any deferral will require a change of CoE and may impact on their visa status.
35. In all cases under the Cancellation and Refund Policy the enrolment fee, instalment fee, credit card transaction fee, and accommodation placement fee are non-refundable.

Student Signature	<b>Checklist</b> All fields have been completed ▲ The application is signed and dated by the student ▲ A copy of a valid passport is attached ▲
-------------------	--

Date     /     /     (day/month/year)