

Student Agreement and Refund Policy

Invoices and Payments

- For non-student visa enrolments, an invoice will be issued with a letter of Offer. Payment in full should be made a minimum 28 days before commencement of the study program or immediately if less than 28 days to commencement.
- For all student visa enrolments of less than 24 weeks, an invoice will be issued with a Letter of Offer and Enrolment Acceptance Form. The Enrolment Acceptance form should be signed by the student and returned with full payment of the invoice. A confirmation of Enrolment and an eCOE will be issued for the visa application.
- Students studying General English for 25 week or more will be issued with two invoices covering the full study program with their Letter of Offer and Enrolment Acceptance form. Each invoice will include the tuition fee cost for each half of the study program. Student may pay more than 50% of the total course fee if they wish. The Enrolment Acceptance form must be signed by the student and returned with full payment of first invoice only.
- A confirmation of Enrolment and an eCOE will then be issued for the visa application. The second invoice will be due for payment 2 weeks before the start of the second half of the study program. Students will not be allowed to continue their study program if the second invoice is not paid and maybe reported to the Department of Immigration and Border Protection and the Tuition Protection Scheme Director once all appeal processes have been completed.

International Student Cancellation and Refund Policy – Student Default

- Clause 1:** In the event of cancellation, no refund will be made on the enrolment fee or accommodation placement fee.
- \$300 is payable for cancellation and transfer applications (Exclude Compassionate and Compelling circumstances*)**
- Clause 2:** All notifications of course cancellations and requests for a refund must be made to the Principal in writing. A written response will be provided in writing within 5 working days. Where a refund is granted, this will be paid within 4 weeks of the date of the notice of cancellation to the person.
- Clause 3:** A study program at Pacific English Study may consist of one or more separate courses. The program may be split into 2 (or 3) study periods of 50% of the total study program for the purposes of payment. However, student can pay 100% of their tuition fee in advance if they so choose. Request for refund due to cancellation will only be considered in the context of the whole study program and not for individual courses or study periods.
- Pacific will refund full tuition fees if you notify the school of the cancellation in writing 28 or more calendar days before commencement, subject to Clause 1.
 - Cancellation made in writing within 14 to 28 calendar days before course commencement will result in 50% refund of the tuition fee.
 - Cancellation made within 1-13 calendar days prior to the course commencement, there is no refund or any course fees paid.
 - No refund will be given if you cancel your course on or after the date of commencement, whether the student notifies the school or not. Refund are not available to students who simply change their plans, unless evidenced Compassionate and Compelling circumstances are provided. "Compassionate and Compelling circumstances" under which a refund will be considered and which are beyond the students control:
 1. In the case of serious illness – verified by a medical certificate.
 2. Immediate family or personal tragedy.
 3. Acts of God.
 4. Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
 5. Where a student's visa has not been granted.
 - Cancellations as a result of visa rejection by the Australian Immigration authorities will be eligible for a refund of fees, subject to Clause 1 and 2 providing that proof of visa rejection has been provided to Pacific within 14 days of the notice of visa rejection.
 - Full Refund of tuition fees if visa is refused by Immigration prior to commencing course. Cancellations as a result of visa rejection by the Australian Immigration authorities will be eligible for a refund of fees, subject to Clause 1 and 2 providing that proof of visa rejection has been provided to Pacific within 14 days of the notice of visa rejection.
 - Unused tuition fees refund if visa is refused by immigration after commencing course. A full refund of unused tuition fee will be made where a student's visa application is refused by Immigration department. Pacific calculates this fee by using the legislative instrument under subsection of 47(E) (4) of the ESOS Act.
 - Student who apply to defer their start date and then withdraw from the course there will be no refund.
 - Once course has commenced, no refund is available to students who leave before finalizing the course.
 - The student remains liable for any units commenced if the monthly "Payment Plan" fees have not covered all costs. Payment by the student of outstanding fees must be made in full in Australian Currency within 2 working days of the student notifying the school of their intention to leave the course. Please note: DHA must be notified in writing when the school is notified of your intention to leave. Please report to your closest DHA office immediately regarding your visa.
 - If the student cancels the course during the first 24 week period, the student is liable to pay the remaining tuition fee up to 24 weeks, subject to clause 1. Late payments will incur a \$50 per week charge plus 8% Interest is chargeable for overdue amount(s).
 - A \$25 administration fee covering bank charges will also apply to any refunds made through international bank transfers.
 - Pacific does not give part-time study in place of full-time study.
 - Pacific reserves the right to expel a student who does not adhere to the Discipline code of the school.
- Pacific will not refund fees if:**
- The Department of Immigration and Border Protection excludes you from continuing your studies.
 - You withdraw after the course begins
 - A student is expelled from Pacific English Study.

If required, or when **Pacific English Study** agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid, subject to clause 1, 2 and 3.

Pacific English Study agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

The school will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with the school (the Student) unless they provide written direction to the provider to pay the refund to someone else. All refunds will be paid in the currency in which the fees were paid.

Transfer to another Provider

Students are not permitted to transfer to another provider in the first 6 months of their principal course. If they are on a package visa they will be able to transfer early, having given two weeks' notice to Pacific, to their next provider if they have provided evidence of having achieved the required English level to commence their next study program ahead of schedule. No refund will be given. A valid offer from their next provider is required in order to proceed release. If the student is a sponsored student, written permission from their sponsor to transfer early will also be required. Where a student transfers to another provider under any other circumstances, Pacific Refund & Cancellation policy will apply.

Provider Default Refund Policy

In the unlikely event that **Pacific English Study** is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.

You can nominate a specified person, other than yourself, who can receive a refund on your behalf, consistent with the ESOS Act.

Alternatively, you may be offered enrolment in an alternative course by **Pacific English Study** at no extra cost to you.

You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If **Pacific English Study** is unable to provide a refund or place you in an alternative course our Tuition Protection Service will ensure you are able to either:

- complete your studies in another course or with another education provider or
- receive a refund of your unspent tuition fees. Go to <https://tps.gov.au/StaticContent/Get/StudentInformation> for more information.

Airport Greeting

No refund will be provided if notice of cancellation or amendment is received less than 48 hours prior to the initial arrival time.

Accommodation Cancellation

Pacific will refund full accommodation fees if you notify the school of the cancellation in writing 4 and more weeks before commencement, subject to Clause 1. Cancellation made in writing within less than 4 weeks before course commencement will incur a cancellation charge equal to 2 weeks rent.

Minimum 4 weeks homestay, unless the course is 1, 2 or 3 weeks. If a student wishes to cancel their homestay within this 2 weeks period, no refund will be given. To cancel homestay a minimum of 2 weeks' notice must be given.

Other Terms and Conditions

- Students are required to notify Pacific of any changes of local address, while enrolled in a course within 5 working days.
- Students are fully responsible for their educational and living expenses while studying at Pacific.
- Information is collected on this form and during your enrolment 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 Student 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 authorized or required by law.
- Pacific, and 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 organized by Pacific. It's 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.
- By providing their private email address on this form, or the Pacific registration form, students accept then they are giving permission to Pacific to communicate with them by email on any matters relating to their enrolment at Pacific.
- Pacific has an internal complaints and appeals process students can access this through the Student Services Department.
- Additional Information about students' rights and responsibilities under the Australian Government ESOS Act 2000 and National Code 2007 is available online at: <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Regulations/Pages/default.aspx>
- This agreement and the availability of complaints and appeals processes, does not remove the right to take further action under Australia's consumer protection laws; neither does it remove a student's right to pursue other legal remedies.