

## Pacific English Study Terms and Conditions

**Please note: When calculating any period under these Terms and Conditions, the commencement date is not included.**

### 1. Enrolments

#### 1.1 Non-Student Visa Enrolments

- 1.1.1. An invoice will be issued with the Letter of Offer (LOO). To confirm acceptance of the offer and its conditions, the signed LOO must be returned to Pacific English Study.
- 1.1.2. Full payment must be made no later than **28 days prior to commencement** of the study program.

#### 1.2 Student Visa Enrolments (24 weeks or less)

- 1.2.1. An invoice will be issued with the Letter of Offer and the Enrolment Acceptance Form.
- 1.2.2. The Enrolment Acceptance Form must be signed and returned with full payment of the invoice.
- 1.2.3. Once payment is made, a Confirmation of Enrolment (CoE) will be issued for visa application purposes.

#### 1.3 Student Visa Enrolments (25 weeks or more)

- 1.3.1. Two invoices will be issued for the duration of the study program, along with the LOO and Enrolment Acceptance Form.
- 1.3.2. **First Invoice:** 50% of total tuition fees, plus all other applicable fees (e.g., material fees, payment plan service fees, enrolment fees). Students can pay more than 50%.
- 1.3.3. **Second Invoice:** Due by the tenth (10<sup>th</sup>) week after course commencement.
- 1.3.4. To confirm enrolment, students must sign and return the Enrolment Acceptance Form with full payment of the first invoice.
- 1.3.5. A CoE will be issued following payment of the first invoice.
- 1.3.6. Students who fail to remit payment of the second invoice by the specified due date shall have their enrolment suspended and shall not be permitted to continue their studies. Following the completion of all applicable appeal processes, instances of non-payment shall be reported to the Department of Home Affairs (DHA).
- 1.3.7. **International Transaction Bank Fee:** The international transaction fee will always be deducted from the total invoice amount when payment is made via international bank transfer. If there is a short fall due to bank transfers, the balance must be paid immediately.

### 2. Course material fees

- 2.1. General English: \$15 per week. Minimum of \$80 and maximum of \$450 per course,
- 2.2. IELTS & Cambridge: \$15 per week. Minimum of \$80 per course,
- 2.3. PTE: \$15 per week. Minimum of \$80.

### 3. Course Cancellations and Refunds

- 3.1. **28 days or more before commencement:** Full tuition fee refund (excluding non-refundable fees, per Clause 4).
- 3.2. **14–27 days before commencement:** 50% tuition fee refund.
- 3.3. **1–13 days before commencement:** No tuition fee refund.
- 3.4. **On or after commencement:** No refund of tuition fees.
- 3.5. Refunds are not available for withdrawals due to changes of personal plans, relationship issues, employment, family obligations, illness, or homesickness.
- 3.6. Refunds due to visa rejection will be made in line with the ESOS Act 2000, Sections 27–32, provided proof of visa refusal is submitted **within 14 days**.

- 3.7. Unused tuition fees will be refunded if a visa is refused **after** course commencement.
- 3.8. Students **deferring their start date and who later withdraw will not receive a refund.**
- 3.9. Students on payment plans remain liable for outstanding fees. Payment must be made in full within 7 working days of notifying the school of withdrawal. Department of Home Affairs will also be notified of course withdrawal.
- 3.10. 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. A Cancellation fee is payable for course cancellation.

#### 4. Non-Refundable Fees

- 4.1. Enrolment fees and accommodation placement fees are non-refundable.
- 4.2. A cancellation fee of \$500 applies to all student cancellations and release applications.

#### 5 Non-Refundable Situations

- 5.3 The Department of Home Affairs (DHA) excludes the student from continuing studies.
- 5.4 The student withdraws after the course has commenced.
- 5.5 The student is expelled for breaching the school's Policy and Procedure.
- 5.6 The student's visa is refused or cancelled due to false, misleading, ambiguous, or omitted information.

#### 6 Notification of Course Cancellation

- 6.2 All cancellations and refund requests must be submitted [online](#).
- 6.3 A written response will be provided within seven (7) working days.
- 6.4 If a refund is approved, it will be processed within **28 days** from the date of cancellation notice. A \$25 administration fee applies to all international bank transfer refunds.

#### 7. Exceptional Circumstances – Course Cancellation

- 7.1. Should a student become seriously ill or be required to return home due to exceptional circumstances of a compassionate or severe illness of an immediate family, and cannot continue their study within the foreseeable future, Pacific English Study may issue a Study Credit Note for the balance of unused tuition fees and accommodation fees in conjunction with the cancellation policy.
- 7.2. Written evidence must be provided by the student to support the circumstances for which the Study Credit Note will be issued.
- 7.3. Pacific English Study holds the right to accept or reject such applications.

#### 8. Study program and Full Fee Payments

- 8.1. A study program at Pacific English Study may consist of one or more separate courses.
- 8.2. The course may be split into 2 (or 3) study periods with 50% of the total fee to be paid for the purposes of a payment plan.
- 8.3. Students can choose to pay 100% of their tuition fee in advance if they choose. Requests for a refund due to cancellation will only be considered in the context of the whole enrolment and not for individual courses or study periods.

#### 9. Refund Procedure

- 9.1. Where Pacific English Study agrees to issue a refund, payment will be made within **28 days** of receiving a written application.
- 9.2. If the course is cancelled by Pacific English Study prior to commencement, a **full refund** of all monies paid will be made within **14 days**.
- 9.3. Refunds will include all tuition fees paid, subject to Clauses 3,4, and 5 of the Refund Policy.
- 9.4. Students will receive a **written statement** explaining how the refund amount was calculated.

- 9.5. Refunds will be paid to the student who entered the enrolment contract, unless written authorization is provided to transfer payment to another party.
- 9.6. Refunds will be paid in the **same currency** in which the fees were originally paid.

## 10. Course Fee Payments

- 10.1. **Late Payments:** A \$60 fee per instalment will apply starting from the first day after the payment due date. The payment due date cannot be extended on or after the due date. Students will receive warnings for any missed payments.
- 10.2. If there is a short fall due to bank transfers, the balance must be paid immediately.

## 11. Course Duration Changes

- 11.1. Once a student has signed the Letter of Offer and the Confirmation of Enrolment (CoE) has been issued, the enrolment is deemed **confirmed**.
- 11.2. If the student subsequently requests a **shortening of the course duration**, Pacific English Study will treat this request as a **cancellation**, and the terms outlined in **Clause 3 and 4** - Course Cancellations and Refunds will apply.
- 11.3. After a Confirmation of Enrolment (COE) has been issued, the student may request amendments. The first request will be processed free of charge. A \$50 CoE amendment fee will apply for each subsequent amendment request. An invoice will be issued, and the payment must be received in full before any amendments is processed.

## 12. Course Placement and Transfers Within Pacific English Study

### 12.1. Exam Preparation Courses

12.1.1. Students who enrol in an exam preparation course (e.g., IELTS, Cambridge, or PTE) but do not meet the entry requirements on the first day may be placed in an alternative course. In such cases, **no refund of tuition fees** will be provided. **The student is required to pay any tuition fee difference.** (*refer to Clause 12.1.2*)

### 12.1.2. Internal Course Transfers

Students who request to transfer to another course or different course schedule within Pacific English Study must pay the **tuition fee difference** if the new course is more expensive than the original course at the time of transfer.

- 12.2. Transfer to another course or schedule is dependent on availability and the student meeting the entry requirements of the course.

## 13. Course Commencement and Deferral

- 13.1. Students are required to commence their course on the scheduled start date unless a written request to defer is submitted at least one (1) week in advance.
- 13.2. All deferral requests must be submitted via the official online deferral form.
- 13.3. Students may defer their start date without penalty if written notice is provided at least one (1) week prior to the scheduled commencement date.
- 13.4. **Late Notice or Non-Attendance:**  
If a student provides less than seven (7) working days notice to defer or fails to attend on the scheduled start date without prior notice, Pacific English Study will charge one (1) week's tuition fee. Any time missed under these circumstances will not be credited or added to the total course duration.
- 13.5. **Student Visa Holders – Reporting Requirement**  
In accordance with visa regulations, Pacific English Study is required to report any student default (non-commencement) within five (5) working days if a new start date is not confirmed and a new Confirmation of Enrolment (CoE) is not issued.
- 13.6. **Deferral Period Limitation and Tuition Fee Validity**

**13.6.1.** Students may defer their course commencement for a maximum period of twelve (12) months from the original start date stated in their signed offer letter, while retaining the originally offered tuition fees.

**13.6.2.** If a deferral date is requested beyond this twelve (12) month period, the original tuition fees, terms, and conditions will no longer apply. In such cases, the applicable tuition fees, terms, and conditions current at the new commencement date will apply, and students will be responsible for paying any fee differences.

#### **14. Holiday Requests – Student Responsibilities**

- 14.1.** Students must always maintain a valid student visa and Overseas Student Health Cover (OSHC), including during holidays.
- 14.2.** Students are required to maintain up-to-date payment plans for the duration of any approved holiday period.
- 14.3.** Extended holidays may affect course schedules and delay the expected completion date.
- 14.4.** Pacific English Study is not responsible for any visa-related issues or communication with the Department of Home Affairs.
- 14.5.** It is the student's responsibility to attend school during test week. If a student chooses to take holidays during this period, they will not be eligible for a make-up test.

#### **15. Transfers to Another Provider**

- 15.1.** Transfers are not permitted within the first six (6) months of the principal course as per the Department of Immigration.
- 15.2.** Students on packaged visas may transfer earlier with:
  - 15.2.1.** Two weeks' written notice.
  - 15.2.2.** Evidence of English proficiency sufficient to commence the next program.
  - 15.2.3.** A valid offer from the new provider is required to proceed the release.
- 15.3.** Sponsored students must also provide written approval from their sponsor.
- 15.4.** No refunds apply to transfers made to another provider under any other circumstances.

#### **16. Provider Default Refund Policy**

- 16.1.** In the unlikely event Pacific English Study cannot deliver a course in full, students may choose either:
  - 16.1.1** A full refund of all fees paid, or
  - 16.1.2** Placement in an alternative course at no extra cost.
- 16.2.** Refunds will be issued within 14 days of the course ending.
- 16.3.** If Pacific cannot provide a refund or alternative course, the **Tuition Protection Service (TPS)** will assist students to either continue their studies with another provider or receive a refund of unspent tuition fees.

#### **17. Accommodation & Airport Greeting**

- 17.1.** No refund applies if cancellation is made less than 48 hours before scheduled arrival.
- 17.2.** Full accommodation fees will be refunded if written notice is given 28 days or more before commencement.
- 17.3.** Cancellation less than 28 days before commencement incurs a penalty of two (2) weeks' rent.
- 17.4.** Minimum homestay booking is four (4) weeks (except for short courses of 1–3 weeks).
- 17.5.** Two (2) weeks' written notice is required to cancel or shorten homestay arrangements.

#### **18. Other Terms and Conditions**

- 18.1.** Pacific English Study does not permit part-time study as a substitute for full-time study (20 hours per week).
- 18.2.** All enrolments are non-transferable and cannot be transferred from one student to another.

- 18.3.** All fees are in Australian dollars.
  - 18.4.** Pacific reserves the right to expel any student who fails to comply with the school's Policy and Procedure.
  - 18.5.** Students must notify Pacific of any change in local address within **five (5) working days**.
  - 18.6.** Students are responsible for all education and living expenses.
  - 18.7.** Information is collected under the **ESOS Act 2000** and **National Code 2007**. It may be shared with relevant government authorities.
  - 18.8.** Pacific is not liable for loss, injury, illness, or damages arising from student participation in excursions, activities, or events, whether inside or outside class hours. Students are strongly advised to obtain personal insurance.
  - 18.9.** By providing their email, students consent to communication from Pacific regarding their enrolment.
  - 18.10.** Students must maintain a minimum of **80% current attendance** to graduate and avoid being reported to the Department of Home Affairs.
  - 18.11.** Complaints and appeals processes are available but do not affect students' rights under Australian consumer law.
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### **Student Acknowledgement**

By signing the Letter of Offer or making payment, the student confirms that they:

- 1.** Have read and agree to the terms and conditions, including the Refund Policy.
- 2.** Have read the Student Handbook and Pre-Arrival Information.
- 3.** Understand that payment signifies acceptance of all Pacific English Study policies.