

# Conditions of Enrolment

Educational Enterprises Australia Pty Ltd, the registered provider (Provider Code 00561M) operates as Eynesbury International incorporating Eynesbury College, Eynesbury College Academy of English and Eynesbury Institute of Business and Technology

## Fees

- Provision has been made to safeguard payments made in advance by students as follows:
  - all tuition fees paid before the program commences will be deposited into a bank account (the Account) held by Eynesbury International for the purpose of holding student fees in advance.
  - the Overseas Student Health Cover (OSHC) fee will be withdrawn from the Account and paid to the Health Insurance Fund before the student arrives;
  - when the student arrives funds will be withdrawn from the Account progressively throughout the semester.
- All fees, charges and accounts will be payable in advance as determined by Eynesbury International Admissions from time to time. Students will not be permitted to commence or continue their program at the beginning of any semester until all outstanding fees, charges and accounts are paid. Students unable to pay all fees by the beginning of semester due to special or unforeseen circumstances must contact the Senior Accountant prior to the commencement of semester to discuss their situation. Unless otherwise approved in writing, the enrolment of a student whose fees remain unpaid will be cancelled 3 weeks following the due date for payment.
- Fees are correct at the time of printing. Eynesbury International Admissions reserves the right to change its fees at any time.
- Where an EIBT student studies less than, or more than, a full semester load of four subjects the student will pay the current per subject fee for each unit undertaken.
- Should it be necessary for an EIBT student to repeat a subject the full amount is payable.
- Any overpayment of fees will remain credited towards a student's account and applied against charges in a subsequent semester unless the student has completed, cancelled or withdrawn from their program.
- No refunds are given for tuition fees unless the student has completed, cancelled or withdrawn from their program.

## Visa Conditions

- International students are not permitted to undertake part-time studies unless they are already in Australia and on a spouse's study visa or diplomatic or dependent temporary resident visa.
- Student visas are usually issued for the period of the program. Students wishing to extend their visa should first consult the Manager, International Admissions, Eynesbury International for assistance. Students must leave Australia or seek a new visa prior to expiration of their current visa.
- Eynesbury International is obliged to report to the Australian Government any student who does not attend classes or who is not making satisfactory progress in their studies. Such a student may be asked by the Australian Government to leave the country.
- It is a requirement that international students pay the overseas student health fund provider for Overseas Student Health Cover (OSHC) while staying in Australia. The current fee is AUD\$315 for a single student for 12 months. The overseas student health fund provider reviews this fee annually. As a member of OSHC 85% of the Government scheduled fees for private doctors, pathology and x-rays are paid. The OSHC does not cover any pre-existing condition (including pregnancy) prior to entry into Australia.

## Other Conditions

- The student is expected to attend all classes and undertake all tests and examinations during a program and abide by all rules and regulations of Eynesbury International that are in force at any time.
- The Contract between the Applicant and Eynesbury International is governed by the laws of the Commonwealth of Australia and the State of South Australia. The ESOS Act and regulations set out requirements with which CRICOS-registered providers comply. The ESOS (Assurance Fund Contributions) Act imposes the requirement to pay annual contributions and special levies to the Assurance Fund. The ESOS (Registration Charges) Act sets out the fees and charges to be paid by providers for registration on CRICOS. Further information is available at: [www.dest.gov.au/sectors/international\\_education/policy\\_issues\\_reviews/key\\_issues/esos](http://www.dest.gov.au/sectors/international_education/policy_issues_reviews/key_issues/esos)
- Eynesbury International may, by written notice, vary conditions of enrolment as may be necessary to comply with any law, regulation or amendment thereof of the Commonwealth of Australia or the State of South Australia.
- In the event of circumstances requiring urgent medical care when it is not possible to contact the parent/guardian Eynesbury International is authorised as a matter of urgency to seek and provide appropriate medical care.
- International students must meet the minimum English language requirements for entry to their academic program. English proficiency will be tested and if the test reveals insufficient English language skills the student will be required to include a bridging English unit in the first semester of study prior to the commencement of studies – all at the sole discretion of Eynesbury International.
- Personal information provided by students may be made available to Commonwealth and State agencies, the Tuition Assurance Scheme, and the ESOS Assurance Fund Managers pursuant to obligations under the ESOS Act 2000 and the National Code of Practice. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition.
- Students with an academic or non-academic grievance concerning Eynesbury International may make a submission to the Director, Eynesbury International. If a student remains dissatisfied, an independent academic or non-academic grievance handling / dispute resolution procedure is available. This does not circumscribe the student's right to pursue other legal remedies or take further action under Australia's consumer protection laws.
- Students are obliged to notify Eynesbury International in writing of any change of residential address within seven (7) days of the change.

## Deferral

If a student wishes to defer their admission until a later semester Eynesbury International Admissions will hold the fees paid until commencement without levying a penalty. If a student subsequently withdraws, the Refund Policy will apply as at the date Eynesbury International was advised in writing of their withdrawal.

## Leave of Absence

If a student wishes to take a leave of absence from their program after enrolment and within the first four (4) weeks of program commencement, Eynesbury International will transfer any fees paid to the next semester. If the student subsequently withdraws, the Refund Policy applies from the date Eynesbury International Admissions received advice regarding the leave of absence. If the student applies for a leave of absence from the fifth week of the semester, their place will be held but all tuition fees applicable to that semester will be forfeited by the student. As per visa regulations, leave of absence will only be approved for illness or compassionate reasons.

# Refund Policy

- For the purposes of the Refund Policy – Eynesbury College Academy of English, a course is defined as a 5 week study period.
- For the purposes of the Refund Policy – Eynesbury College and Eynesbury Institute of Business & Technology (EIBT), a program is defined as one semester of study.
- In the case of Notification of Withdrawal from a single subject offered by EIBT, a subject is defined as a single unit of study offered during a semester eg Accounting, Business Communication skills etc. Withdrawal from a single subject is not able to be undertaken in other programs.
- If an applicant accepts a place offered by Eynesbury College Academy of English, Eynesbury College or EIBT and pays the fees, a binding contract is created between the student and Eynesbury International.
- Notification of cancellation/withdrawal from course/s, withdrawal or deferral from a course of study must be made in writing to Eynesbury International.
- In case of cancellation or withdrawal, the refund will be calculated as shown in the tables below.
- Eynesbury's Refund Policy and its academic and non-academic complaints and appeals processes will apply to students studying in FSP or DTP which are delivered by Eynesbury but use the CRICOS Code of The University of Adelaide or Flinders University or the University of South Australia.
- Students may dispute Eynesbury International's decision regarding a refund and have access to an independent grievance resolution process (E.I. Non-Academic Grievance Procedures, <http://www.eynesbury.sa.edu.au>). This does not circumscribe the student's right to pursue other legal remedies or take further action under Australia's consumer protection laws.
- In case of deferral, the fees will be retained by Eynesbury International until commencement of studies, provided that the deferral is approved by the Department of Immigration and Citizenship (DIAC). If the student subsequently withdraws, the Fee Refund Policy will apply from the effective date being that on which the advice is received by Eynesbury International.
- A student whose enrolment is terminated by Eynesbury International as a result of seriously breaching Eynesbury International rules, or whose visa is cancelled by the Department of Immigration and Citizenship (DIAC) will not be entitled to any refund of fees. Any fee refund is wholly at the discretion of Eynesbury International.
- Eynesbury International Admissions reserves the right to withdraw a program or subject(s) from offer at its discretion. If a student is unable to enrol in a similar course, program or subject(s) at Eynesbury International and the enrolment is cancelled, all fees will be refunded.
- In the event of default by Educational Enterprises Australia Pty Ltd as the provider, the provisions of the Education Services for Overseas Students (ESOS) Act 2000 and ESOS Regulations 2001 will apply.
- All refunds under this Fee Refund Policy will be paid within four (4) weeks of receiving a written claim from the student. Claims for refunds should be addressed to the Director, Finance and Administration.
- Refunds are to be paid to the person who enters into the contract with Educational Enterprises Australia Pty Ltd, unless the person gives a written direction to Educational Enterprises Australia Pty Ltd to pay the refund to another person.
- Refunds are to be fully paid by Educational Enterprises Australia Pty Ltd in the same currency in which the fees were paid, unless payment in that currency is impractical.
- This Refund Policy does not inhibit the student's right to take further action under Australian consumer laws.
- The Accommodation Fee, if applicable, is non-refundable unless approved by the Director, Finance and Administration.

## Notification Period of Full Withdrawal – Eynesbury College Academy of English

Notification Period	Refund
Visa refusal (Proof of refusal necessary) OR if course is cancelled	100%
Withdrawal more than 28 days before proposed commencement of course	90% of paid tuition fees
Withdrawal 28 days or less before proposed commencement of course	80% of paid tuition fees
Withdrawal after course commencement	Following receipt of withdrawal form, no refund for following 10 weeks of course for which fees have been paid: 75% of remaining balance refunded
Transfer to CELUSA	100% of tuition fees transferred to CELUSA
Transfer Eynesbury College or Eynesbury Institute of Business & Technology (EIBT)	100% of tuition fees transferred to Eynesbury College or EIBT
Transfer to any other ELICOS institution	No refund
Transfer to a non-ELICOS institution	Paid tuition fees refunded only with approval of the Director, Finance and Administration

The refund and transfer policies and procedures adopted by Eynesbury College Academy of English are consistent with those recommended by the national association of ELICOS providers.

## Notification Period of Full Withdrawal – Eynesbury College and Eynesbury Institute of Business & Technology (EIBT)

Notification Period	Refund
Visa refusal (Proof of refusal necessary) OR if course is cancelled	100%
Withdrawal more than 10 weeks before proposed commencement of program	100% Less A\$350 Withdrawal Fee of program
Withdrawal more than 4 weeks up to 10 weeks prior to proposed commencement of program	70% of semester fees
Withdrawal 4 weeks or less prior to proposed commencement of program	40% of semester fees
Withdrawal 4 weeks or less following commencement of program	30% of semester fees less administration fee
Withdrawal more than 4 weeks following commencement of program	No refund and liability for any outstanding tuition fees

## Notification of Withdrawal from a Single Subject Offered by EIBT

Notification Period	Refund
Withdrawal during Weeks 1-2 of program	100% of course fee
Withdrawal during Weeks 3-4 of program	100% of course fees Less A\$350 Withdrawal Fee
After Week 4	No refund and liability for any outstanding tuition fees