



# ENROLMENT TERMS AND CONDITIONS

**MANAGER**

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## 1. GENERAL TERMS AND CONDITIONS

Our Enrolment Policy at LANGUAGE LINKS INTERNATIONAL is to ensure that students understand the terms and conditions of enrolment prior to applying for a course of study with us.

At LANGUAGE LINKS INTERNATIONAL we aim to recruit students in an ethical and responsible manner and provide information that enables students to make informed decisions about their study plan. All staff and representatives dealing with student enrolments should have the experience and knowledge of the industry to counsel students accordingly. We strive to provide a safe, comfortable and productive learning environment for students and we therefore ask all students to read the following information to ensure they meet the requirements to maintain a valid enrolment at Language Links International.

› The College's '**Enrolment Form**' is to be completed and signed by the student (or authorised representative eg. Parent or Guardian if underage) to confirm course selection, course dates and any other college services required.

› Once a **signed Enrolment Form** is submitted to the college, the student's application for a course of study is processed and a 'Letter of Acceptance' is issued by LANGUAGE LINKS INTERNATIONAL, in writing, which will confirm the student's enrolment. An invoice outlining all fees due and payment due dates is also issued to the student with the Letter of Acceptance.

› The College's '**Letter of Acceptance**' is an authorised offer and agreement document outlining the student's course selection, course commencement and fees applicable. Once signed and accepted by the student, **this document forms a binding contract between the Student and the College.**

› Once accepted by the student, in order to shorten, cancel, or withdraw from the course, the '**Cancellation Policy**' will apply for all course fees including accommodation and other service fees - a copy of the full '**Cancellation Policy**' can be viewed at the end of this document.

▪ All service fees (non-tuition fees) are non-refundable once the application has been processed and accepted (including Enrolment Fees, Bank Fees\*, Placement fees, Administration fees, Examination fees, Material Fees, Cancellation charges and OSHC\*\*).

▪ *\*Bank fees are also charged/deducted for refunds processed to overseas bank accounts.*

▪ *\*\*LANGUAGE LINKS INTERNATIONAL' health care cover provider is BUPA Australia, if the original course commencement date has not yet passed and the OSHC fees have not yet been paid to BUPA, this fee may be adjusted*

*/refunded accordingly.*

› No reimbursement is available for scheduled Pupil-Free days or West Australian Public Holidays.

› Student Visa holders must enroll in a Full-time, CRICOS registered course. Please visit <http://www.homeaffairs.gov.au/> for further information on visa conditions and regulations.

› **Class sizes:** The College aims to keep class sizes at an average of 14-16 students per class, however, classes allow for 18 students per class. In peak times of the year, please allow time for classes to be split accordingly if they are full. Smaller class sizes are still offered for Cambridge Exam preparation classes in order to maintain our great pass rate.

› **Course fees / tuition fees do not cover 'optional' social/sightseeing activities organized by the college.** Students should budget for an average of \$10-\$30 for these types of activities and a flyer stating all details and costs will be available to view on all college notice boards and sites prior to the activity.

### Material / Book Fees Are Charged For All Courses.

All students are required to pay a material / book fee for all courses including General English to help streamline our course delivery process. For General English courses, students receive one course book to keep as part of the initial material fee. Students will need to purchase a course book for every level change (Cost \$60). The college has a 'book-club' offered each month where books can be exchanged (if the book is in good condition and all writing erased) and where students can purchase 2<sup>nd</sup> hand options **where available**.

**\*NOTE:** Students studying **6 weeks or less** in our General English classes are not charged the book/material fee and instead will be given a 'loan book' to use in class for a \$50 refundable bond or can choose to purchase a new book if they wish (\$60).

### Transfers And Course Changes (Within The College)

#### - **Prior to commencement:**

To change the course details prior to course commencement: Up to 2 changes are permitted as part of the 'Enrolment Fee' - Anything exceeding this amount will incur an additional Administration fee of \$200.

#### - **After course commencement:**

All students wishing to change to a different class once their course has commenced should discuss their fees with the Academic Manager or Student Services. Students changing to a higher fee-paying course will be required to pay any additional fees upon changing classes and any students changing to a lower-fee paying will not be entitled to a refund. (Please see Refund Policy for more details). When a course change requires a change of eCOE an administration fee will be charged.

a) To change the course selection: A minimum 2 week's notice will be required and a completed online form to be submitted via the LANGUAGE LINKS INTERNATIONAL webpage.

b) To change the class schedule/timetable: A minimum of 1 weeks' notice will be required and a completed online form to be submitted via the LANGUAGE LINKS INTERNATIONAL webpage.

*Course/class changes will be granted at the college's discretion and will take into account class space and visa conditions. Shortening the course after course commencement is seen as a cancellation.*

### Course Deferrals

For information regarding Deferrals, please see the '[Course Deferral/Suspension](#)' section of this document. Our full

['Deferral or Suspension of Enrolment Policy'](#) and '[Deferral Form](#)' may be downloaded from our college website.

### Cancellations

For information regarding course cancellations, withdrawals and refund requests, please see our '[Cancellation Policy](#)' at the end of this document. You can also visit our website for current policy and any related request forms.

### Privacy And Personal Information

The personal information students have provided in this enrolment form may be made available to the ESOS Assurance Fund manager/TPS fund manager, Overseas Student Health Cover Providers, the Department of Education, Department of Home Affairs and any other relevant Commonwealth/State Agencies.

LANGUAGE LINKS INTERNATIONAL follows the Privacy Guidelines outlined in the *Privacy Act 1988*. LANGUAGE LINKS INTERNATIONAL' Privacy Policy supports the college's need to collect personal information and the right of the individual to privacy. It ensures that the college can collect personal and health information necessary for its services and functions, while recognising the right of individuals to have their information handled in ways that they would reasonably expect and in ways that protect the privacy of their personal and health information.

PROVIDING THE COLLEGE WITH CURRENT CONTACT DETAILS AT ALL TIMES IS MANDATORY.

Students understand that it is one of the student visa conditions to advise the College of an Australian residential address within seven (7) days of arrival in Australia and must advise any changes of address within seven (7) days. Failure to do this may mean not receiving important information which may affect their course, enrolment or student visa. Providing incorrect information may result in the cancellation of a Student's enrolment by the College. Students must notify the College of any change to any of the following, within 7 days of such change.

- Name
- Mobile/landline telephone number(s) and contact details
- Email address
- Visa status
- Emergency contact details

> 'Underage students' (under 18 years old) are required to notify the college of any change in contact details immediately (within 24 hours). Any change to accommodation arrangements must be approved by the college and parent/guardian prior to moving.

## 2. LEAVE AND HOLIDAY BREAKS

All leave and course breaks must be booked at time of Enrolment. Any leave requested/taken during the course (not pre-booked) is non-refundable but can be added on to the end of the course (visa regulations and class place permitting). Leave must be booked in complete weeks (Mon to Fri). For further details regarding leave, please see '[Suspensions and Breaks](#)' in this document or click on our '[Student Handbook](#)' link on the college's website.

- A completed online form to be submitted via the LANGUAGE LINKS INTERNATIONAL webpage.
- A minimum of 2 weeks notice is required to book/change leave/holidays during your course.
- 2 weeks leave may be granted per 12-week enrolment.
- Student Visa holders may not take leave during their courses unless the college imposes a course break between semesters or commencement of new classes - unless leave/breaks were booked at the time of enrolment.
- Individual cases may be discussed with the college in the case of an emergency.
- Leave must be taken in complete weeks, not days
- A minimum of 4 weeks tuition should be completed prior to leave being granted.
- All course fees must be paid up to date to take any leave
- Attendance must be satisfactory in order to apply for leave
- Pre-booked leave can be changed a maximum of two times per enrolment after course commencement.

*NOTE: When considering booking leave, students understand that they will be held fully responsible for maintaining their level of English during break periods. Extended or frequent periods of leave may affect course progress and timeframes to complete class levels. Leave impacting on course progress may void the original study plan outlined at the beginning of the course.*

> **Sick leave** is non-refundable. If for some reason, a medical condition occurs during the course, causing students to miss a full week of class or more, if sufficient documentation is supplied, the course may be placed 'on hold' for this time. The missed week(s) may be added on to the end of the course at the college's discretion (class space and visa conditions permitting).

## 3. COURSE ATTENDANCE

- Student Visa holders are required to attend a **minimum of 80%** of their scheduled course hours as part of their visa conditions.
- For all students, regardless of visa, it is also a College Condition, to attend at least 80% of scheduled class time as part of course progress regulations, in order to complete required course work and to not cause disruptions to the class and other students. Attendance is monitored daily and 'verbal' and 'written' warnings are issued to students at risk of breaching this condition.

- For students undertaking Exam Preparation courses and Higher Education Pathway programmes, it is recommended that a minimum of 90% attendance is required to achieve desired study results.
- For students requiring fixed study plans with set deadlines to achieve study goals, an additional study agreement or intervention study plan may need to be signed to ensure required results. This may mean adhering to a 90% minimum attendance rate and additional homework or tasks as required to achieve study goals.

#### 4. CONCERNS, COMPLAINTS AND GRIEVANCE ATTENDANCE

At LANGUAGE LINKS INTERNATIONAL we aim to make the college an enjoyable and positive experience. Therefore, it is our policy to have an accessible, fair, efficient and responsive 'Complaints and Appeals Policy and Procedure' for students to utilise during their course. We have a range of 'Student Support Services' available to assist students with adjusting to study life in Australia and our friendly Student Services team is available to assist with enquiries about the course, the college, study requirements, accommodation, general well-being, student welfare and other general information. It is the college's policy that all concerns and complaints will be dealt with systematically, this means it will be acknowledged, assessed, investigated, responded to and followed up. Records and reports may be given orally or in written form depending on the nature of the problem or concern.

LANGUAGE LINKS INTERNATIONAL uses an internal '[Complaints and Appeals Policy and Procedure](#)', '[Grievance Procedure](#)' as well as a '[Complaints and Appeals Flowchart](#)' giving step-by-step guidance to students on how to address any problems or concerns they may have before or during their course or upon course completion. The college will maintain the student's enrolment while the concerns and complaints are being addressed and there is no cost to the complainant to utilise this process. At all meetings, students may opt to have a support person of their choice present, if the student is underage (under 18 years old) the parent/guardian must also be present.

A full list of Student Services, College Facilities, Legal Services, Emergency and Health Services as well as a copy of our '[Grievance Procedure](#)' is available in our '[Student Handbook](#)', click on the link under 'Student Services' on the website to view the full handbook. The Student Handbook should be read by students prior to course commencement and a copy will also be provided by the college at 'Orientation'. Should students wish to access an external appeals service during their course, this information is also available in our '[Complaints and Appeals Policy and Procedure](#)'. External appeals should only be sought once the internal processes have been followed.

#### 5. COURSE DEFERRAL, SUSPENSIONS & CANCELLATIONS

It is LANGUAGE LINKS INTERNATIONAL' policy to allow students to defer or temporarily suspend their studies in \*limited circumstances.

\*The circumstances to consider study deferrals and suspensions are:

- Compassionate or compelling circumstances
- Misbehaviour/misconduct by the student

'Compassionate' circumstances may include a serious illness or serious medical condition affecting the student's ability to

travel or study, or there has been a bereavement of a close family member.

'Compelling' circumstances refers to circumstances that are involuntary and the student is faced with a situation in which there is no alternative e.g. personal or family situations which they have no control over, social or political upheaval in their country affecting their family, a documented medical condition, a traumatic experience that has impacted their study or travel plans or visa or flight delays etc.

It is LANGUAGE LINKS INTERNATIONAL' policy to assess each situation in a fair and transparent manner. Documented evidence will be provided for each student including details of the deferment/suspension and outcome.

## Requesting Deferrals

Students who are unable to commence their course on the scheduled start date, may be able to defer their course as long as the appropriate Visa / eCOE changes can be made (if applicable). Students who wish to defer must notify the college in writing and provide all necessary information including an explanation for the deferral application and all necessary supporting documentation/evidence.

Note: Students must submit a request for the deferment (Via completion of the 'Student Deferral or Suspensions Request Form' available in the LANGUAGE LINKS INTERNATIONAL INTERNATIONAL webpage) as soon as they know they will be unable to arrive in time for their course. Deferrals received after the scheduled course start date will be granted at the college's discretion and may incur penalties as per the college's 'Cancellation Policy'. See full 'Deferral or Suspension of Enrolment Policy' for further details.

## Requesting Study Breaks/Holidays

Non Student Visa holders who are enrolled in a full-time course and subsequently wish to take a break in their studies or temporarily suspend their studies may apply for a study break/course leave. This can be granted on the basis of compassionate or compelling circumstances. If applying for up to 4 weeks a 'Leave Application Request' needs to be submitted through LANGUAGE LINKS INTERNATIONAL INTERNATIONAL webpage, if more than 4 weeks a Deferral/Suspension request must be submitted. In granting this leave, a place in the course is reserved for the student during the leave period, providing the student returns within the designated timeframe, up to six months.

To apply for leave or a course break, students are required to complete a 'Leave Application Request' available at the LANGUAGE LINKS INTERNATIONAL INTERNATIONAL webpage. They must wait for approval of the requested leave, prior to taking it.

Requests must be received at least 2 weeks prior to leave commencing. During the course leave/study break, the student is still considered to be a student of LANGUAGE LINKS INTERNATIONAL INTERNATIONAL for the period granted. To maintain the enrolment, the student should return on the date specified in the application.

Students must have all course fees paid up to date and have suitable attendance and course progress in order for study breaks to be granted/approved.

### **OUTCOME**

Students will be advised in writing via email of the outcome of their application. Students should be aware of their own visa conditions and expiry dates, but may seek advice about their leave/visa implications from Student Services prior to any changes being made to their course. Please note that student's attendance, course fee payments and course progress will be assessed as part of the request for leave.

## Cancellations

Should a student wish to cancel their enrolment due to a change in circumstances, they should follow LANGUAGE LINKS INTERNATIONAL 'Cancellation Policy' and this will outline the refund/cancellation procedures as well as the written notification required by the college eg. completing and signing a 'Cancellation Request Form', the college will only accept a cancellation via this completed form.

### **Outcome**

Students will be advised in writing of the outcome of their application and this will include information regarding any penalties incurred, any fees that are refundable and how the fees may be refunded if applicable.

Cancellations and Refunds are processed as soon as practical and any refundable fees are returned via cheque, bank transfer or Credit Card (refunded to credit card if paid by card), within 2 - 4 weeks after receiving the approved written notification.

*Please note: The refund/cancellation is only confirmed once the college receives the completed application form to cancel/request a refund. Notice must be given in writing via the form and signed by the student to be processed. Students may be requested to supply additional evidence to support the cancellation circumstances and the college has the right to ensure that circumstances are genuine.*

## Course Suspensions/ Cancellations Imposed By Language Links International



A student's enrolment may also be suspended involuntarily, placed 'on hold' or cancelled by the college. Suspensions or cancellations initiated by LANGUAGE LINKS INTERNATIONAL will involve a verbal warning and at least two written warnings as stated in the college's Grievance Policy. Cancellations will only take effect once the 'Internal Appeals' process is complete - The student's enrolment will be maintained if they choose to utilise the internal appeals process - unless extenuating circumstances relating to the welfare of the student apply. A student's enrolment in a course may be cancelled OR suspended by LANGUAGE LINKS INTERNATIONAL for a number of reasons, including but not limited to:

- Unsatisfactory Attendance (dropping below 80%)
- Academic and General Misconduct (Academic fraud, erratic behavior, disrupting classes and misbehavior affecting classmates)
- Non-payment of due tuition fees

In cases relating to non-payment of due fees, a student's course may be placed 'on-hold' or 'suspended' for a period as stated in the Fees Policy. During a 'hold' period, the enrolment is maintained, however, attendance will be affected due to a serious breach in fee policy. The 'hold' period may be added to the end of the course at the college's discretion, class space and visa conditions permitting. There will be no reimbursement for study periods missed during a hold period.

For further information about Complaints and Appeals see the 'Grievance Procedure' in the '[Student Handbook](#)'.

## 6. AN OVERVIEW OF STUDENT VISA REQUIREMENTS

A Student Visa will likely be required for any student wishing to study full time, for more than 3 months.

- Student Visa holders are required to be enrolled on a full-time basis (Class attendance for 20 hours per week)
- Student Visa holders are required to attend a minimum of 80% of scheduled class time.
- Student Visa holders are required to have Health Cover for the total duration of their visa from the date of arrival in Australia. LANGUAGE LINKS INTERNATIONAL uses BUPA AUSTRALIA to purchase health cover for students and can include this
- cover as part of the enrolment.
- Student Visa holders after starting their course of study, can generally work up to 40 hours per fortnight when the course is in session and unlimited hours during scheduled course breaks.
- Visas must not expire during period of study.
- Please ensure that Student Services has your current contact and emergency details while you are in Australia.
- Students from most countries may apply for an extension of their visa within Australia if required.
- All students must inform the college and DHA of any change in contact details during their study/visa period within 7 days of it happening.

### › SECTION 24 OF THE NATIONAL CODE STATES

A registered provider must not accept an overseas student, or intended overseas student for enrolment in a course unless the provider has advised them that any school age dependents accompanying them to Australia will be required to pay full fees if they are enrolled in either a government or non-government school.

For Student Visa regulations, 'Other Visa' options and general information about immigration regulations, [click here](#).

## 7. QUALITY ASSURANCE

All institutions wanting to deliver courses to international students (on a Student Visa) in Australia must be registered with the **Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)** and



meet special registration conditions. **The Education Services for Overseas Students (ESOS) Act** is a legislative framework designed to ensure that Australia's reputation for delivering quality education services is maintained and that the interests of overseas students are protected. For more information regarding the ESOS Act [click here](#).

## 8. UNDERAGE STUDENTS

LANGUAGE LINKS INTERNATIONAL is an Adult Education Centre, however, students under the age of 18 years may apply as individual cases are assessed by our Marketing/Admissions Officer and can be accepted providing suitable care/guardianship can be arranged. Underage students wishing to apply for a course at LANGUAGE LINKS INTERNATIONAL should be mature enough to cope in an adult learning environment and the minimum age accepted to enter our mainstream courses is 16 years old. Any student under the age of 18 years old is considered a 'minor' and as such, a student visa can only be granted if the immigration law of the Student Visa Regulations has been met.

It is Language Links International' policy to ensure all arrangements for underage students are suitable, ongoing and appropriately managed until the student turns 18 years old. For any applications submitted for students under the age of 18 years, a parent or legal guardian must sign the enrolment form on the student's behalf. The college may request additional information from the parent/guardian to determine suitability of welfare arrangements in place and/or details regarding the student's previous study-abroad experiences and maturity level.

### Accommodation

If a parent or legal guardian accompanies the student during their stay in Perth they need to ensure that appropriate accommodation and transport arrangements are made for the student to get to and from school safely. If the student is travelling without a parent or guardian, they will be placed in the college's Homestay Programme. Students will be placed in a Homestay Family specifically approved by the College to host underage students. An additional fee per week is charged for their accommodation to be placed in a suitable family equipped to host underage students. Host families accepting under-age students are counselled by the College's Homestay Officer regarding their additional care and responsibilities and as the host family is required to take due care of the student and act as their 'local carer/guardian', they are paid the additional weekly fee in recognition of their higher responsibility level and requirements.

Students wishing to stay with friends or relatives (other than immediate family), must obtain permission from their parents and Language Links International. This authorised person will be known as a 'local carer' and therefore must be above 21 years of age and agree to the guidelines of a 'local carer'. LANGUAGE LINKS INTERNATIONAL will still inspect the authorised carer's premises in order to approve the accommodation and issue the 'CAAW' statement in 'PRISMS' required by immigration for the Student Visa application.

### Student Support

The Student Support Officers and Senior Academic team at LANGUAGE LINKS INTERNATIONAL offers support and counselling to all students and will liaise with students (and parents as required) regarding the welfare of younger students. Further information for students under 18 including obligations of the student and the Education Provider under the ESOS Act (National Code) can be found in the '[Underage Policy](#)' on the college's website.

### Course Changes

Transfers/Suspensions/Cancellation, if an underage student requests a transfer to or from another provider he/she must provide written approval from their parent/guardian. Suspension and Cancellation policies also apply to Underage Students, however, LANGUAGE LINKS INTERNATIONAL will be responsible for the care and welfare of the student until they leave Australia or until a new provider takes over the responsibility. Underage students must meet all other conditions for a transfer request including meeting all financial commitments to Language Links International.

## 9. FEES POLICY

It is LANGUAGE LINKS INTERNATIONAL's policy to make students aware of all course fees due prior to enrolment. LANGUAGE LINKS INTERNATIONAL has established that fees will be payable by a student as set out in the 'Pricelist' which will be reviewed annually and is published online (on the college's website), in relevant college publications and in hard copy form available at the college. In addition, the course fees are outlined again in full for the student via the Offer/Acceptance Letter once the course is applied for.

Any student applying for a course of study at LANGUAGE LINKS INTERNATIONAL must have access to adequate funds to cover all tuition fees, resource fees, accommodation and living expenses for themselves and any dependents for the entire duration of their studies. Students should be aware of the ESOS Act/National Code and its guidelines related to their course of study please see the [Department of Education, Skills and Employment](#) for more details.

### Fee Information To Be Outlined In The Offer Letter Includes

- The methods of payment accepted for fees payable.
- The circumstances in which a fee may be waived or refunded.
- A student's eligibility and processes for a refund of the whole or portion of the fees paid.
- Administrative fees, other service fees and any cancellation or course change fees.
- Details for fee payment - eg. Course fees due in full prior to the course commencement or a payment plan option etc.
- After the Enrolment has been accepted, the Invoice for course fees will also clearly outline fee due dates in the case of a payment plan or a course over 24 weeks to adhere to the National TPS fee policies.
- For students requesting Payment Plans, further information and full terms and conditions may be found on the 'Payment Plan Policy'.
- All prices indicated are in Australian Dollars (AUD) for all fees.

### Outstanding Fees Owing To Language Links International

Students with Outstanding fees at time of course completion will not be permitted further enrolment (except where any Commonwealth or State legislation or code of practice provides otherwise), or unless the college approves this under exceptional circumstances. Amounts overdue at time of graduation will result in Certification and Reports being withheld. Failure to make suitable payment arrangements may result in debt recovery, and the Immigration Department being notified about the breach in visa conditions.

### Late Payment Of Instalments

For all payment instalments, a \$15 late fee will be incurred if the payment is not made on the due date. This late fee is charged each week until the instalment is paid in full. Students on Payment Plans agree to follow the full terms and conditions of the Payment Plan and Refund Policy, and will *not* be issued a Letter of Release or have their course cancellation approved until ALL cancellation fees due have been paid in full.

### Course Fee Promotions And Special Offers

Should students receive a special offer on weekly tuition fees or a promotional price for the course, the full amount of paid weeks stated in the offer must be studied/completed in order to receive the promotion. Course cancellations/refunds will NOT include any 'free' weeks offered in the refundable amount. Free-week offers are always applied to the end of the course and cannot be claimed as an overall course discount or claimed if the paid study duration requirement has not been met.

### Tps Regulations For Enrolments Of More Than 24 Weeks

To adhere to the ESOS TPS regulations, for all enrolments of more than 24 weeks, the college will only invoice a 50% course fee deposit to commence, balance tuition (remaining 50% balance or any balance remaining) will be

required two weeks before the second half of the course or second study period commences. For students wishing to utilise this 50/50 payment option, there is NO payment plan set up charge.

**Alternatively, students may now choose to pay full course fees upfront even if course duration is more than 24 weeks and should notify the college in writing if they wish to pay 100% of tuition fees upfront in order to update our records.**

*For students studying over 24 weeks wishing to pay in more than 2 instalments however, this will still be seen as a Payment Plan and will incur the **\$80 set up fee**.*

**Please see further TPS information in the Cancellation Policy.**

**\*\* The FEE POLICY should be read in conjunction with the CANCELLATION POLICY at the end of this document.**

## 10. STUDENT TRANSFERS: TO OTHER PROVIDERS

It is LANGUAGE LINKS INTERNATIONAL' policy to accept and approve students' requests to transfer to another provider under the following circumstances:

- If the student's study plan changes and it appears beneficial for them to undertake another course elsewhere.
- If the student has achieved the desired outcomes of their course earlier than their expected course finish date in accordance with their study plans.
- If the course the student has enrolled for is not available.
- If the student provides a letter of confirmation from another CRICOS registered provider that a valid enrolment offer has been made for a course not available at Language Links.
- If all 'due' course fees have been paid in full and all enrolment and cancellation terms and conditions have been met

LANGUAGE LINKS may refuse a student transfer to another provider in the following circumstances:

- Student has not achieved the planned proficiency level (study plan) to articulate into mainstream.
- If the college feels that the student requests articulation into a non-registered/non-accredited RTO/provider.
- If student visa conditions provide restrictions.
- If the student has not met all financial commitments with LANGUAGE LINKS (ie. Student has any fees owing to LL)
- If the student has not met all enrolment and/or cancellations terms
- If the college feels the reasons for the student course change are non-genuine

### › OUTCOMES:

- A. If the transfer is granted, LANGUAGE LINKS INTERNATIONAL will release the student in PRISMS at no cost to the student and will advise the student to contact Department of Home Affairs if a new visa is required or any changes to the existing visa may be required.
- B. If LANGUAGE LINKS INTERNATIONAL refuses to transfer a student, the student will be provided with written reasons for refusing the request and will be informed of their right to appeal this decision.

LANGUAGE LINKS INTERNATIONAL will keep a record of any requests made for a Release, as well as the assessment of, and decision regarding, the request in the student's database software program.

## 11. STUDENT TRANSFERS: ACCEPTING STUDENTS FROM OTHER PROVIDERS

It is LANGUAGE LINKS INTERNATIONAL' policy to accept students from another provider under the following circumstances:

- The original provider defaulted, or its course has ceased to be registered
- The original provider has had a sanction imposed on its registration that prevents the student from continuing his or her principal course
- The student/guardian/sponsor considers the change to be in the student's best interest and can provide written support for that transfer
- The student has been released from another from his current provider and provide evidence of the following:
  - A. Satisfactory attendance
  - B. Enrolment and Cancellation regulations have been met
  - C. All 'due' course fees have been paid
  - D. Level of English Proficiency achieved
  - E. Visa type / Visa conditions or limitations

OR relevant written evidence to support any of the circumstances mentioned above.

Transfers into LANGUAGE LINKS INTERNATIONAL will *not* be accepted under the following circumstances:

- Student cannot be Released from the original provider.
- Visa restrictions/limitations that do not allow a student to enrol or complete the course they are transferring into
- If LANGUAGE LINKS INTERNATIONAL does not offer the course they wish to enrol in (in which case LANGUAGE LINKS INTERNATIONAL is happy to refer them to another provider upon request).

## 12. GENUINE TEMPORARY ENTRANT ENROLMENT REQUIREMENTS

The genuine temporary entrant (GTE) requirement is an integrity measure put in place by the Department of Home Affairs as part of Australia's Immigration and Border Protection systems to ensure that the student visa programme is used as intended.

The GTE requirement applies to **all Student Visa applicants**. The officer assessing the visa application considers whether the individual circumstances of the student indicates that their intention is for a temporary stay in Australia. You must satisfy us that you have a genuine intention to stay in Australia temporarily for study purposes.

Student visa applicants should provide evidence of meeting the GTE requirement in their application form. This must include a statement in response to the question in the form and/or documentation to support claims made in the statement such as evidence of employment or a copy of educational qualifications.

Your statement should be written by you, even if you are using an Education Agent. You must provide a statement addressing the GTE requirement in English in the application form. If you are not comfortable writing your statement in English, you can write it in your own language, have it translated and then provide the translation in your application. Remember, a decision about whether you meet this requirement can be made based on the information you provide with your application alone. It is important to answer this question.

When assessing the GTE requirement, the following points will be considered by the processing officer:

- Your circumstances
- Your immigration history
- If you are under 18 years of age, the intention of your parent, legal guardian or spouse of the applicant
- Any other relevant matter.

All students should ensure they have addressed all questions accurately and provide comprehensive information to the processing officer. Incomplete applications may increase the chance of your visa being refused. For further

details on GTE requirements and a copy of the Ministerial Direction for this condition, please click [here](#) for more details.

Student Visa holders should at all times be aware of the conditions for this type of visa and should visit <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500> to ensure they have understood the requirements of applying for and studying on this visa class.

The college reserves the right to take necessary measures to ensure all applicants are genuine students and have sufficient financial funds to support their stay in Australia. A questionnaire or skype interview may be requested by one of our Marketing/Admissions staff to ensure the college is satisfied with the details provided in a Student's application before an Acceptance Letter or Electronic Confirmation of Enrolment (ECOE) is issued.

### 13. CANCELLATION POLICY

A refund of fees will only be granted as per the conditions of this policy, which complies with the ESOS Act 2000 and the National Code. Before accepting any fees, Language Links requires all students to sign an Acceptance Agreement acknowledging and accepting the terms and conditions of this policy.

Details of this policy are made available to students in our Handbook and Full Terms and Conditions in our webpage [www.languagelinks.wa.edu.au](http://www.languagelinks.wa.edu.au).

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

#### General Information

- If exceptional circumstances or a natural disaster occurs, refunds may be granted at the discretion of the college.
- Cancellations, Refunds and Releases are processed at the college's discretion and the college reserves the right to ensure that all cases are genuine.
- Unused pre-booked holidays will not be considered when calculating study periods of unused tuition.
- Students should be aware that long-term enrolments may require multiple eCOEs to be issued from Language Links (to show course/ level progression), in this case, if the ELICOS course is not packaged with any further studies, the last eCOE issued by Language Links will be seen as the 'Principal Course'.
- Students on Payment Plans agree to follow the full terms and conditions of the Payment Plan and Refund Policy and will not be released or have their course cancellation approved until ALL fees due have been paid in full.
- Written notification must be submitted to the college - via completion of the Refund/Cancellation Form.
- Notice is calculated based on receipt of written notification.
- In all circumstances, the notice date is calculated from initial enrolment dates.

#### Tps Information: College Default

Situations of College Default include the following:

- The course does not start on the agreed starting day; or
- The course ceases to be provided at any time after it starts but before it is completed; or
- The course is not provided in full to the student because a sanction has been imposed on the registered provider by the authorities; and
- The student has not withdrawn before the default day.

In the unlikely event that the College is unable to deliver the course in full, the College will notify the Tuition Protection Service (TPS) Director and Students within three (3) business days of the Provider default and will have a period of fourteen (14) days to satisfy its tuition protection obligations in relation to an affected student.

The student will be offered a place in a suitable alternative course at the College or another provider, at no extra cost to the student, or will be provided with a refund of all unspent tuition fees will be paid to the student within two weeks of the day on which the course ceased being provided. The refund will be paid directly to the student or another person who has been authorised by the student in writing.

The student has the right to choose whether to receive a refund of the unspent Tuition fees or accept a place in another course at the College or another provider.

If the College is unable to provide a refund or placement in an alternative course, or if it appears to the TPS Director that the College is unlikely to satisfy its tuition protection obligations, the student will have access to an on-line placement facility under the TPS. If a student requires any assistance with the placement process, a TPS Administrator or service provider will be available to help the student to place them in a suitable alternative course, or if this is not possible, they will be eligible for a refund as calculated by the TPS Director

#### Non Refundable Fees

Enrolment Fee
Course Materials
Homestay Placement Fee
Au Pair – Demi Pair Placement Fee
Examination Fees
Administration Fee
Airport Pick Up Fee
Bank and Surcharge Fees

#### Other Fees

REASON FOR CANCELLATION	NOTIFICATION REQUIREMENTS	REFUND APPLICABLE
<b>Accommodation cancellations*</b> <b>- Student default</b>  <b>*Guardian fee refunds will be treated as part of accommodation cancellation for the refund calculation if applicable.</b>	<b>Cancellation received more than 4 weeks before accommodation placement/arrival date.</b>	A full refund of paid weekly accommodation fees.
	<b>Cancellation received 4 weeks or less before accommodation placement/arrival date.</b>	2 weeks accommodation fees will be charged as notice - 100% of remaining paid accommodation fees will be refunded
<b>Changes in Accommodation</b>	<b>After arrival, to transfer/change accommodation, 2 weeks' notice in writing is required (+verbal to host)</b>	(As above) Please note: One (1) transfer/change is permitted per 'Placement Fee'. Any transfers exceeding this will be charged an additional \$200 administration fee.
		No refund is applicable

	<b>Two weeks or less remaining of placement or if Student defaults due to misconduct or a visa breach</b>	
<b>OSHC – Overseas Student Health Cover</b>	<b>Written notification required directly to the OSHC provider</b>	
Student Lodge Fees - refunds of any amount received by Language Links College on behalf of the student for services other than tuition fees must be requested from the company delivering the service and will be subject to the respective company's refund policies (unless in case of visa rejection).		

#### Provider Default

REASON FOR CANCELLATION	NOTIFICATION REQUIREMENTS	REFUND APPLICABLE
<b>The Provider fails to provide the program advertised or terminates an education service -</b>	<p>or after the course commencement date</p> <p>Please note that (any) refund in case of <b>College default</b> will be paid directly to the student or another person who has been authorised by the student in writing in the Refund Cancellation Form.</p>	<p>In the unlikely event that the college is unable to deliver the service in full, the student will be offered a place in a suitable alternative course at the college or another provider at extra cost to the student or be provided with a refund of <b>unspent Tuition fees.</b></p> <p>Under provider default provisions of the ESOS Act 2000. Please see TPS Information on page 1 for further details.</p>

#### Student Default

REASON FOR CANCELLATION	NOTIFICATION REQUIREMENTS	REFUND APPLICABLE
<b>Student withdraws from course Course cancellation - (Student default) Written notification must be submitted to the college</b>	More than 4 weeks before the initial course commencement	refund of tuition fees paid
	Two weeks or less before the initial course commencement	refund of tuition fees paid
	After course commencement	REFUND APPLICABLE
<b>Student's application for Student Visa is unsuccessful / Visa refusals</b>	Written notification must be submitted to the college (Copy of visa refusal letter required)	<p><b>Before course commencement:</b></p> <p>Total course fees received minus the lesser of:            -5% of the amount of course fees received*; or            -\$500; whichever is less</p> <p>Course fees = tuition fees + non-tuition fees received)</p> <p>Note: OSHC fees will be separately processed and refunded).</p>



		<p><b>After the course commencement:</b></p> <p>Refund amount = unspent paid weekly fee x weeks in default period.</p>
<p><b>The Provider cancels a Student's Enrolment due to a breach of Student Visa conditions or misconduct.</b></p>	<p>On or after course commencement - after written notification has been provided to the student by the Course Provider.</p>	<p>No refund</p>

#### Payment of Refund

All refunds for which a student is eligible will be paid to the student's account elected on the Student Cancellation Refund Request form, unless written authorisation is given by the student in favor of another party. Language Links College will provide the student with a statement detailing the calculation of the refund.

Except for the situation of provider default where the tuition fees are refunded within 14 days, all refunds due to student default will be made within 28 days based on the date the notice of withdrawal is received. Course fees are not transferable to another person.

#### Procedure Statement:

- All applications for refunds should be made in writing and emailed to [finance@languagelinks.wa.edu.au](mailto:finance@languagelinks.wa.edu.au)
- Written applications and any related documents should be attached to the relevant refund application form which can be obtained from reception or requested via email.
- Applications for refunds received will be processed within 28 days.
- If a refund is not granted, the student will be notified in writing and advised as to the reasons for the decision. Students may access the Complaints and Appeals process if they disagree with the decision.
- All applications and copies of related documents will be recorded and kept in the student's file.