

# Terms and Conditions of Enrolment 2005 - 2006

## Visa Requirements

Students must attend a minimum of 80% of classes and achieve satisfactory academic results. Attendance is calculated per term for Commerce courses and per course for English courses.

## Expulsion

The Institute reserves the right to expel students for any serious breaches of discipline.

## Accommodation

The minimum period of accommodation is four weeks and all accommodation fees must be paid for in advance. The Institute arranges the accommodation but must have a minimum of four weeks notice in advance. A cancellation fee will apply where homestay is cancelled. Refer to AICL's Accommodation Application Form for further details.

## Fees, Courses and Timetables

The Institute reserves the right to vary its fees at any time. Fees are correct as of January 2004. All courses and timetables are subject to change without notice.

## Enrolment and Payment Policy

Payment of tuition fees will not be accepted unless it is accompanied by a signed enrolment form and required documents: proof of level of English, a copy of passport and previous academic transcript. English students must pay full fees of enrolment period and materials fee upfront. Commerce students tuition fee are payable every six months where applicable. For full details of Payment Policy, refer to AICL's Student Handbook and AICL website.

## Contact Details

Students must notify the institute of any change of contact details within seven days according to Immigration requirements. Any personal details provided to AICL may be made available to Commonwealth and State Agencies as per the ESOS Act 2000 and the National Code of Conduct.

## School Aged Dependents

Any school aged dependents accompanying overseas students to Australia are required to pay full fees if they are enrolled in either a government or non-government school.

## Guardianship Compliance

AICL will require guardianship arrangement for all students who are under 18 years of age and all students in SSP/mainstream, even those who are over 18 years of age. A guardian should be living and/or has constant communication with the student. Any information regarding the student, e.g change of address should be known by the guardian and should be relayed to AICL. Students will submit to AICL their intended School name and commencement date. Please refer to the AICL website for further details.

## Recognition of Prior Learning (RPL)

RPL is available on provision of verification at the beginning of a course. Students may ask for RPL if you believe that you already have the skills and knowledge that will be taught and assessed in a subject. Students must complete an application form and attached copies of any supporting documentation. You must allow 5 working days for processing of your application. Please refer to AICL Website for further details of the RPL procedure. RPL fee is \$250 per subject.

## Holidays / Special Leave

Holidays are time tabled into Commerce courses. Please refer to AICL's website or AICL's Orientation Handbook for the holiday dates. English students are not provided with holidays, however they can apply for Special Leave. The students will receive approved leave on the terms on Illness or Bereavement. The course end date will not be extended for special leave period.

## Grievance Procedure

Students are entitled to have a personal representative present at any stage during the grievance procedure. And if the student's problem cannot be resolved by AICL, students can seek external assistance from Dept of Fair Trading (Telephone 13 32 20).

## Course Requirements, Change of Course and Payment Policy

1. Prospective students who do not meet the required level of English language to commence Commerce courses agree to study English until they are deemed proficient by the ELICOS Director of Studies to commence their course and pay due fees.
2. For students enrolling in IELTS Preparation or EAP courses, an IELTS 5.0 is required. If students are below this level, they must enroll in General English first.
3. For students enrolling in Commerce courses, students must achieve 5.5 IELTS or equivalent. If students are below this level, they must enroll in General English first.
4. Change of course incurs a \$100 administration fee.
5. For more detailed payment policies, please refer to our student payment policy in the AICL's Handbook distributed to all new students on orientation day.
6. If the student has nominated an agent, the student must stay with the agent for the duration of the enrolled course.
7. For Commerce students, no transfer is allowed between Morning/ Evening program and Afternoon program once enrolled.

## Cancellation and Refund Policy

1. All applications for refunds must be made in writing to the Account Manager.
2. All approved refunds will be provided within 14 days in accordance with the ESOS Act 2000.
3. Tuition fees will be refunded in full if visa application is rejected provided that all documents together with an original letter from the Australian Embassy or DIMIA Office are supplied to the Institute.
4. If a student who has not yet commenced the course informs the college in writing of a cancellation more than 1 month (from the day AICL receives in writing) prior to the commencement of the course, 70% of tuition fee will be refunded.
5. If a student cancels their course in writing within or less than 1 month (from the day AICL receives in writing) before the commencement date, 50% of tuition fee will be refunded.
6. The enrolment, airport pick up and accommodation placement fees are not refundable under any circumstances.
7. No refund will be made to any student who cancels the course after it has commenced.
8. Students enrolling into package courses which involve an English followed by a Commerce are deemed to have one start date and one enrolment fee. No refund will be granted on the second course after commencement of the first course in the event of cancellation or withdrawal.
9. The Institute will not authorise tuition fee transfers to any other institution or to other students.
10. Non-Student Visa tuition fees are strictly NON-REFUNDABLE nor transferable under any circumstances.
11. If AICL is unable to run an advertised course, students can transfer to another AICL course or receive 100% refund. If AICL is unable to run the course due to the provider defaulting, students' tuition fees are protected under the ESOS Act 2000 and the ESOS Regulations 2001.
12. This agreement does not remove the right to take further action under Australia's Consumer Protection (Telephone 1300 304 854).
13. AICL's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.

## Indemnity Declaration

By signing this declaration, the student agrees that Australian Institute of Commerce and Language (known as AICL), its offers, teachers, employees, representatives and agents shall not be held responsible and/or be under any liability as far as permitted by the laws of Australia and/or will not make any claim against them for the student's death, bodily injury, disability, loss, damages and/or property damage which may be sustained by the student and/or which may be caused by the student in connection with or during the period of the student's attendance at any premises owned/leased, operated or controlled by Australian Institute of Commerce and Language, the student attending activities and/or excursions and/or in any accommodation arranged for the student. Furthermore, the student agrees to pay any direct and/or excursions organized by or behalf of or with the assistance of Australian Institute of Commerce and Language or which the institute has knowledge.