

# Embassy CES Terms & Conditions

Once an enrolment is accepted by Embassy CES, the following conditions become legally binding:

## 1 TUITION & ACCOMMODATION FEES

Full fees must be paid before visa documents are issued and no later than 14 days before arrival. Transfers, accommodation or tuition will not be provided unless full payment has been received prior to arrival.

## 2 SERVICES

The company reserves the right to change details of its services, including courses, facilities and course dates, where circumstances beyond the company's control necessitate such changes or where the number of enrolments is not enough to operate a course viably.

## 3 CHANGES TO ENROLMENTS

The company reserves the right to charge an Administration Fee (£50; US\$75; AUD\$185; NZ\$230; CAN\$60) each time course or accommodation details are changed after a place has been confirmed. This fee will not apply to upgraded or extended courses. Notification of change to airport transfers must be sent to our Admissions Centre at least two full working days prior to the designated arrival time. If notice is not received, an additional fee will apply.

## 4 ACCIDENT & MEDICAL INSURANCE

Every student must have appropriate insurance. The company recommends that all students take our own StudyCare insurance which is tailored to the needs of international students. Cover under the StudyCare insurance policy does not commence until the insurance fees have been paid in full.

In the USA, Canada, NZ and the UK, students not wishing to take StudyCare must present an equivalent insurance certificate on arrival. Students without insurance must take StudyCare.

In the USA, StudyCare is mandatory for students taking the Internship and English Plus programmes.

In Australia, it is compulsory for those on Student Visas to take Overseas Student Health Cover (OSHC). Students are advised to take StudyCare as additional cover.

In New Zealand, travel and medical insurance is compulsory for all students. This is a requirement of the New Zealand Ministry of Education under the Code of Practice for the Pastoral Care of International Students.

a) Students without adequate insurance or insufficient evidence of insurance will have Study Care Insurance added to their programme invoice.

b) Students may purchase international insurance from their home country as long as it covers the minimum prescribed insurance requirements as detailed in the Code of Practice. Students must submit a translated copy for verification to the Centre before arrival. Copies of the Code can be collected from the Ministry of Education website at: <http://www.minedu.govt.nz>

c) Most international students are not entitled to publicly funded health services while in New Zealand. If a student receives medical treatment during a visit, they will be liable for the full costs of that treatment. See <http://www.moh.govt.nz>

The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but a student may still be liable for all other medical and related costs. See <http://www.acc.co.nz>

## 5 GIVING NOTICE OF CANCELLATION OR TERMINATION

Notice of cancellation or termination must be made in writing to our Admissions Centre or the local Centre Director.

Residential accommodation booked through Embassy CES may be subject to special cancellation charges. Information will be provided by the Admission Centre or school.

## 6 GENERAL REFUND POLICY

Embassy CES defines a full course of study as the initial enrolment period. If a student cancels his/her course or withdraws from the course after the start date, any Enrolment Fee, Accommodation Placement Fee, Airport Transfer Fee, StudyCare or Health Care premiums will not be refunded.

If a student's visa application is rejected after payment has been received then their full tuition and accommodation fees will be refunded within 28 days provided a visa refusal letter is received by our Admissions Centre at least 2 days before the course was due to start. In the UK and USA refunds will be sent to the account of the original payer.

Students in San Diego, Los Angeles and San Francisco must sign a California State Enrolment & Refund Agreement form. Refunds will be processed according to these terms and conditions.

In Australia the Provider's dispute resolution processes does not circumscribe the student's right to pursue other legal remedies (National Code of Practice 43.3) and does not remove the right to take action under Australia's consumer protection laws. Refunds will be provided to student within 4 weeks if the student defaults and within 2 weeks if the Provider defaults.

## 7 TUITION REFUNDS BEFORE ARRIVAL: ALL PROGRAMMES

a) In the UK, USA and Canada students cancelling 14 days or less prior to arrival will be charged £190 (UK) or \$350 (USA/Canada)

b) In Australia, students will be charged the Enrolment Fee plus 30% of tuition fees if cancelling prior to the start of their course

c) In Perth only, students will be charged 10% of the semester fees for cancellations made more than 10 weeks before the start date, and 30% if less than 10 weeks. (For this purpose, a semester is a maximum of 20 weeks.)

d) In New Zealand, students will be refunded tuition fees in full less the Enrolment Fee.

## 8 TUITION REFUNDS AFTER ARRIVAL: USA and Canada

a) For courses of four weeks or less, Embassy CES will retain all tuition charges.

b) For courses longer than four weeks, students who withdraw in the first four weeks will be refunded all tuition except four weeks at the non-discounted (Certificate) rate.

c) For courses longer than four weeks, students who withdraw after the first four weeks but before the midpoint of their course, Embassy CES will retain a prorated amount of tuition at the non-discounted (Certificate) rate.

d) For students who withdraw after the midpoint, Embassy CES will retain all tuition charges.

## UK and Australia (except Perth)

a) No tuition fees will be refunded to students terminating tuition after the course starts. When a student has enrolled in multiple locations/courses, the course start date for the purpose of this clause is deemed to be the initial Embassy CES course.

## Perth

b) A cancellation fee of 30% will be charged if notice is received less than 4 weeks after start date. No refund after 4 weeks, and no refund for the commenced semester. (For this purpose, a semester is a maximum of 20 weeks.)

## New Zealand

c) If written notice of termination is received by the end of the eighth day of the course, a termination fee of the lesser of NZ\$500 or 10% of tuition will apply. Students terminating after this period will not receive a refund.

## 9 ACCOMMODATION REFUNDS BEFORE ARRIVAL: EXCEPT DIPLOMA

In the UK, Australia and New Zealand, students cancelling their accommodation less than 7 days before arrival will be charged one week's accommodation (plus the Accommodation Placement Fee in Australia). For cancellations less than 48 hours before arrival, 4 weeks accommodation will be charged (or the full accommodation fee if the booking is less than 4 weeks in duration) plus the accommodation placement fee in Australia.

## 10 ACCOMMODATION REFUNDS AFTER ARRIVAL: EXCEPT DIPLOMA

Students leaving their accommodation must give at least 4 weeks' notice. Accommodation fees in excess of this period will be refunded. In Australia and NZ, a 10% cancellation fee will be deducted from the balance.

## 11 ACCOMMODATION REFUNDS: DIPLOMA

a) In the UK and USA, students who book the Diploma including accommodation and then cancel their accommodation will be charged a notice period of either 4 weeks (UK) or 8 weeks (USA). The balance of the Diploma fees less the tuition element, less the number of weeks accommodation already used, less notice calculated at our standard Homestay residence rate for that centre, will then be refunded.

b) In Australia and New Zealand, 4 weeks' notice is required. Students will be refunded all accommodation fees in excess of this period. All refunds will incur a 10% cancellation fee.

## 12 VISAS

Students should contact their local Embassy, Consulate or High Commission to ensure they are allowed to enter and study in their chosen country.

For students wishing to study in the USA, Embassy CES is authorised under Federal Law to enrol non-immigrant students. By law, to issue the I-20 form, with the Enrolment Form we must receive:

- the student's home address.
- proof of sufficient funds to meet tuition and living expenses.
- a current bank statement or a letter from your bank.
- a letter guaranteeing support from your parent or employer or sponsor.
- a notarised affidavit of support.

In the UK and Australia no visa support documentation will be provided until all fees have been received.

## 13 HOLIDAYS (PUBLIC AND DIPLOMA)

The Embassy CES schools in this brochure will be closed on public holidays. There may be an additional charge for those who remain in their accommodation during extended holidays including during Thanksgiving (USA), Christmas and New Year. Students wishing to take personal holidays and keep their Homestay room, pay a retention charge which varies by centre. Rates are available on request. Students wishing to retain their residential accommodation will be charged standard room rates.

Dates for Diploma Courses include the following vacation periods between terms:

2006: Mar 18th-Apr 2nd, Jun 17th-Jul 2nd, Sept 16th-Sept 24th, Dec 10th-Jan 1st;

2007: Mar 17th-Apr 1st, Jun 16th-Jul 1st- Sept 15th-Sept 23rd.

Courses including discounted Diploma accommodation packages include accommodation during these periods.

All students (excluding those on Diploma courses) in Homestay accommodation over the Christmas and New Year two week period will be charged a seasonal supplement of GBP 50/USD 80/AUD115 per week.

## 14 RESOLUTION OF DISPUTES

Any complaint should first be made to the student's Embassy CES Centre Director. If the matter is not resolved, the student should complain in writing to the local Embassy CES Head Office.

Each complaint will be fully investigated provided that it is received within one month of the course ending and all fees have been paid.

For students in Australia, this agreement does not affect the right to take further action under Australia's consumer protection laws. Any default by Study Group will be covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001. Any reimbursement as a result of default will be paid within 14 days. In the event of a dispute between an individual student and the college, procedures are in place to facilitate the resolution of the dispute. If the student remains dissatisfied with the outcome, they may seek independent external mediation through the Institute of Arbitrators and Mediators in Australia (the IAMA). For Perth enrolments only, the Western Australian Department of Education Services also provides, free of charge the services of an independent conciliator to assist in dispute resolution. Information and contact details are available at [www.des.wa.gov.au](http://www.des.wa.gov.au) or telephone +61 8 9441 1953

## 15 LIABILITY

Embassy CES and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law. Embassy CES will not be liable in the event that any service contracted to be supplied by Embassy CES becomes impossible to supply for any reason or any cause outside the control of Embassy CES.

## 16 VALID PRICES

Prices in this brochure are valid for students starting before 31 December 2006. Thereafter, Embassy CES reserves the right to change them without notice.

## 17 EXPULSION

Embassy CES reserves the right to expel any student whose conduct is unsatisfactory at the discretion of the Centre Director, whose decision is final. No fees will be refunded in such cases and any unpaid fees become payable immediately.

## 18 PROMOTIONAL ACTIVITY

Students and their parents or guardians agree that the student's photo, quotes and details of achievements may be used for promotional purposes without written consent or notification.

## 19 FURTHER INFORMATION: AUSTRALIA

All courses offering less than 30 lessons per week (25 hours) are open to non student visas holders only.

In Australia, the award for the Diploma for University Entrance is the Diploma of University and Further Education.

Provider Name: Study Group Australia Pty Ltd

CRICOS Provider Codes:

01682E (NSW) – Sydney

01755D (QLD) – Cairns, Brisbane, Gold Coast

01963G (WA) – Perth

Provider Name: Taylors Institute of Advanced Studies

CRICOS Provider Codes

01160J (VIC) – Melbourne

01781B (NSW) – Sydney

Information provided may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code.

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

Average living expenses:

Sydney and Melbourne: \$15,000.00 per year

New Zealand: NZ\$10,000.00 – NZ\$12,000.00 per year

Gold Coast, Brisbane, Perth and Cairns: AU\$12,000.00 per year

## 20 FURTHER INFORMATION: NEW ZEALAND

Protection of Student Fees: Fees paid by students will be fully protected by a Bank Guarantee and cash held by an independent Trustee. In the unlikely event of the school closing prior to the conclusion of courses, school fees will be refunded on a pro-rata basis by the trustee.

If students experience difficulty with procedures in New Zealand they may contact the Qualifications Authority at PO Box 160, Wellington. Telephone +64 4 802 3000

Code of Practice: Embassy CES has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz/goto/international>.

Immigration: Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service.

The Code of Practice also establishes that IEAA and the Review Panel to receive and adjudicate on student complaints. See: [info.ieaa@minedu.govt.nz](http://info.ieaa@minedu.govt.nz)

## PUBLIC HOLIDAY DATES 2006

MONTH	ENGLAND	AUSTRALIA	NEW ZEALAND	USA	CANADA
January	2	2, 26	2, 3, 30	2, 16	2
February			6	20	
March		6 (P), 13 (M)			14, 17
April	14, 17	14, 17, 25	14, 17, 25		
May	1, 29	1 (GC, B, C)		29	22
June		5 (P) 12 (GC, B, C, S, M)	5		
July		21 (C)		4	3
August	28	7 (S), 16 (B)			7
September		1 (GC)		4	4
October		2 (P, S)	23	9	9
November		7 (M)		23, 24	
December	25, 26	25, 26	25, 26	25	25, 26

P = PERTH M = MELBOURNE GC = GOLD COAST B = BRISBANE C = CAIRNS S = SYDNEY