

The following sets out the terms and conditions of Your enrolment in a course with Navitas English (Navitas English Pty Ltd ABN 51 003 916 701 or Navitas English Services Pty Ltd ABN 13 002 069 730, as the case may be) (Navitas English). In these terms and conditions:

Course means a course offered by Navitas English in which You are or will be enrolled. Courses are delivered by Navitas English Services Pty Ltd (ACN 002 069 730), CRICOS Provider 00289M.

Tuition Fees mean Tuition Fees received in relation to a study period for a Course to be provided by Navitas English;

Course Fees means both the Tuition Fees and the non-tuition fees (if any) received by Navitas English in respect of the student;

ESOS Act means the Education Services for Overseas Students Act 2000;

Initial Course means Your Course or, if you have a Multiple Course Enrolment, Your Course with the earliest commencement date;

Multiple Course Enrolment means enrolment in more than one Course offered by Navitas English, whether the Courses are offered concurrently, consecutively or otherwise;

National Code means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students established under the ESOS Act;

Navitas means Navitas Limited ABN 69 109 613 309;

Navitas English Entity means Navitas English Pty Ltd ABN 51 003 916 701 or Navitas English Services Pty Ltd ABN 13 002 069 730;

Principle Course means the main course of study to be undertaken where a student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses; and

You means the student named in the enrolment form and, if the student is under 18 years of age, his or her parent or legal guardian named in the enrolment form and Your has a corresponding meaning.

1. Cancellation and refunds

Navitas English complies with the Refunds and Transfers Policy and Code of Conduct of English Australia, the ESOS Act, the National Code and any applicable State and Territory requirements. The Navitas English enrolment fee is payable once only and is only refundable in limited circumstances involving provider default. To the extent of any inconsistency between these Conditions of Enrolment which is to Your detriment and any national, State or Territory requirements with which Navitas English must comply, the national or State or Territory requirement prevails.

Tuition

If You provide Navitas English with at least four weeks' written notice prior to the commencement of Your Initial Course, Navitas English will provide You with a full refund of Tuition Fees for that Course and any subsequent Courses.

If You provide Navitas English with less than 4 weeks' written notice prior to the commencement of Your Initial Course, Navitas English will provide You with a full refund of Tuition Fees for that Course and any subsequent Courses, less a 30 percent cancellation fee.

In circumstances other than where Navitas English ceases to provide the Course, no refund is payable for any of Your Courses after Your Initial Course has commenced.

Except as required under the ESOS Act or the National Code, where You transfer from a more expensive Course to a less expensive Course, no refund of the difference is payable.

If Your visa application is denied, as prescribed in section 47E of the ESOS Act, a full refund of all pre-paid Course Fees, less A\$500 or five percent of the total amount of pre-paid fees received for the Course (whichever is the lesser), will be made provided that Navitas English receives a copy of the Australian Embassy rejection letter.

Navitas English reserves the right to suspend or cancel Your enrolment because of:

- Your failure to pay an amount You were liable to pay to Navitas English (directly or indirectly) in order to undertake a Course;
- You have breached a condition of Your student visa;
- if You are under 18 years of age, You refuse to maintain Your approved care arrangements without sufficient reason acceptable to Navitas English; or
- behaviour unacceptable to Navitas English, including but not limited to behaviour as described in the Navitas English Code of Conduct as published at navitasenglish.edu.au/code-of-conduct. If Your enrolment is suspended or cancelled by Navitas English in accordance with these Conditions of Enrolment, no refund of Tuition Fees is payable.

If You transfer to a course at another educational institution with whom Navitas English maintains a Direct Entry Agreement (excluding English language studies) and You have met the institution's published IELTS or TOEFL score, or You have achieved a satisfactory level of English through Navitas English's agreed pathways, You may be eligible for a transfer of the unused portion of pre-paid Tuition Fees, less an administration fee of 30 percent. You must provide Navitas English with evidence acceptable to Navitas English of valid enrolment from the new institution and Your current attendance rate at Navitas English must be over 80 percent. Fees will only be transferred in full weeks. If You are granted a transfer, the remaining portion of

Your Tuition Fees will be calculated from the commencement date of the new studies. You will not be released from enrolment at Navitas English prior to the commencement date of the new studies.

- In addition, if You are under 18 years of age You must have written evidence acceptable to Navitas English that Your parent or legal guardian supports the transfer and written confirmation that the new institution will accept responsibility for approving your accommodation, support and general welfare arrangements if You are not being cared for in Australia by a parent or suitable nominated relative or legal guardian.
- In addition, if You are sponsored by Your government, and Your government considers the transfer to be in Your best interests and You provide Your government's written support for the transfer acceptable to Navitas English, then the remaining portion of Your Tuition Fees from the commencement date of the new studies may be transferred to the new course.

If You are successful in gaining entry to another Navitas college (other than a Navitas English Entity) or Navitas university program, You may be eligible for a transfer of all remaining pre-paid Tuition Fees to the new Navitas location (other than a Navitas English Entity).

Course Fees are not transferable to another person nor to another English language school, except for Hawthorn-Melbourne or a Navitas English Entity.

You will not be allowed to transfer to another provider in the first 6 months of Your Principal Course of study (except for situations outlined above). If Your Course at Navitas English is a prerequisite course in a package of courses, You will not be allowed to transfer to another provider except in limited circumstances as outlined in the Navitas English Transfers Between Registered Providers Policy and Procedure.

In circumstances where Course Fees are paid or made payable to the incorrect Navitas English Entity, You authorise Navitas English to pay the fees to the correct Navitas English Entity.

In circumstances other than where Navitas English ceases to provide a Course, refunds will be paid within 4 weeks of Navitas English receiving written request.

Navitas English reserves the right to cancel a Course due to insufficient numbers. In this event, unless Navitas English arranges for You to be offered a place in an alternative course at Navitas English's expense and You accept that offer in writing, Navitas English will refund all Course Fees You have paid to date for the cancelled Course within 2 weeks of the date on which Navitas English ceases to provide the Course.

In the unlikely event of provider default resulting in Navitas English being unable to deliver all Courses in full in which You have enrolled, unless Navitas English arranges for You to be offered a place in an alternative course at Navitas English's expense and You accept that offer in writing, You will be entitled to a full refund of all Course money You have paid to date. The refund will be paid within 2 weeks of the date on which Navitas English ceases to provide the Course.

Entry to all Courses is subject to Your placement test, as well as Your official English test results.

Deferrals/Postponements

If You have paid Tuition Fees for a Course, Navitas English may allow You to defer or postpone Your commencement of that Course in the following circumstances:

- If You give Navitas English at least 4 weeks' written notice before the commencement of the Course (You will have to pay any increase in Tuition Fees from the time of deferment to Your commencement of the Course);
- If You cannot start Your Course on the agreed start date because there is a delay in receiving Your student visa before Your Course commences; or
- If You have compassionate or compelling circumstances, such as: death in Your immediate family (father, mother, child, sibling, spouse only); natural disaster in Your home country; You or Your dependant family member is seriously ill; You become pregnant; or You become a victim of a serious crime or trauma.

Approval for deferral or postponement of a Course is at the sole discretion of Navitas English. You must provide Navitas English with documented evidence in support of your application for deferral or postponement as required by Navitas English. If approved, Navitas English will advise Department of Immigration and Border Protection (DIBP) accordingly and may hold remaining Course Fees as credit for up to 24 months from the date permission is granted. Unless expressly stated otherwise in these terms and conditions, You will not be entitled to any further deferral, postponement, refund or transfer of fees.

Homestay, Independent Accommodation, Carer and Airport Transfer

If You wish to leave Your homestay at any time, You are required to give 2 weeks' notice to Navitas English.

If You wish to take a break from Your homestay during the course of Your homestay You will be required to pay 50 percent of Your homestay fee per week.

Navitas English reserves the right to charge a A\$100 amendment fee for all changes to Your homestay or Your independent accommodation bookings after placement has been made.

Changes to or cancellations of Your independent accommodation will be assessed in accordance with individual independent accommodation terms and conditions.

Representative

If You enrol through a representative, the refund may be paid to that representative. Monies will be refunded in the currency in which they were paid.

The table below is provided as a guide only. This document in its entirety sets out the terms and conditions of Your enrolment with Navitas English.

Notification Period	Refund	Cancellation Charge
Withdrawal from Course		
Enrolment fee	×	
More than 4 weeks prior to commencement	✓	
4 weeks or less prior to commencement	✓	30% of Tuition Fees
After commencement	×	
Visa refusal (Proof of refusal necessary). Does not apply to cancellations due to breaches in visa conditions	✓	A\$500 or 5% of Course Fees (whichever is the lesser)
Transfer from a more expensive Course to a less expensive Course	×	
Cancellation from course by Navitas English		
Cancellation due to Navitas English being unable to deliver the course	✓	
Cancellation due to breach of visa conditions and misconduct	×	
Transfer of provider		
Transfer to a Direct Entry partner (excluding English language studies) because You have met the institution's published Cambridge, IELTS, Pearson or TOEFL score or You have achieved a satisfactory level of English through Navitas English's agreed pathways	✓	30% of the unused portion of pre-paid Tuition Fees
Direct entry to another Navitas College (other than a Navitas English entity) or Navitas university program	✓	
Transfer to a Navitas English entity	✓	
Government sponsored		
If You are sponsored by Your government, and Your government considers the transfer to be in Your best interests and You provide Your government's written support for the transfer acceptable to Navitas English	100% of the unused portion of pre-paid Tuition Fees from the commencement date of the new studies	
Deferral/postponements		
Deferral due to compassionate or compelling circumstances	×	
Accommodation services		
Accommodation Placement Fee	×	
Homestay Family Registration Fee	×	
Homestay		
Visa Refusal (evidence required)	✓	
More than 14 days before homestay start date	✓	
Less than 14 days before homestay start date	✓	2 weeks' homestay fees
Carer		
Visa Refusal (evidence required)	✓	
More than 7 days before carer start date	✓	
Less than 7 days before carer start date	✓	1 weeks' carer fees
Airport Transfer		
More than 3 days before airport transfer date	✓	
Less than 3 days before airport transfer date	×	

2. Change of Address

You must advise Navitas English of Your current contact details, including residential address, phone number and email address, on arrival and if You change Your contact details You must notify Navitas English immediately. Your failure to notify Navitas English that You have changed Your address may result in automatic cancellation of Your visa without prior notice.

3. Young Student Care Arrangements

If You are under 18 years of age, the parent or legal guardian named in the Application Form must nominate a DIBP approved relative (parent, legal guardian, brother, sister, step-parent, step-brother, step-sister, grandparent, aunt, uncle, niece, nephew, step-grandparent, step-aunt, step-uncle, step-niece, or step-nephew) to be Your carer. The relative must live in the city in which You will be studying and will be responsible for Your welfare whilst studying at Navitas English (with such care arrangements to be acceptable to Navitas English), or request that Navitas English make arrangements for Your care and welfare in writing.

4. Instalment Payment Plans

If You choose to pay via instalments, you will be bound by the terms of the Instalment Payment Plan agreement.

5. Force Majeure

Navitas English will not be liable to You in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with You if it is due to any event beyond our reasonable control including, without limitation, strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party), acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision, war, protests, fire, flood, storm, tempest, explosion, an actual, suspected or threatened act of terrorism, riot, civil commotion, national emergencies, breakdown of plant or machinery, or default of suppliers or sub-contractors, provided that Navitas English:

- gives prompt written notice thereof, and
- takes all steps reasonably necessary to mitigate the effects of the force majeure event.
- If a force majeure event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate this Agreement upon written notice.

6. Indemnity and Release

In consideration of Navitas English accepting Your application for enrolment as a student and providing tuition to You, You will not hold Navitas English, its related bodies corporate, their employees or agents liable for, nor make any claim against any of them, and indemnify each of them against, any loss, damage, death, injury or liability which You may suffer or cause, in connection with Your association with Navitas English, including:

- Your attendance at any premises owned, operated or controlled by Navitas English;
- Your attendance at any activity, whether sporting, cultural, recreational or otherwise, organised by or on behalf of or with the assistance of Navitas English or any activity of which Navitas English has any knowledge; and
- any accommodation, whether short-term or long-term, arranged for You by Navitas English.

If You are under 18 years of age, the parent or legal guardian named in the enrolment form requests that Navitas English enrol You as a student of Navitas English. In consideration of Navitas English agreeing to enrol You, the parent or legal guardian:

- guarantees Your obligations under these terms and conditions of enrolment;
- will not hold Navitas English, its related bodies corporate, their employees or agents liable for nor make any claim against any of them in connection with Your association with Navitas English, including the matters set out in paragraphs (a) – (c) above; and
- indemnifies each of them against any loss, damage, death, injury or liability which You may suffer or cause in connection with Your association with Navitas English, including the matters set out in paragraphs (a) – (c) above.

These terms and conditions, and the availability of complaints and appeals processes, do not remove Your right to take action under Australia's consumer protection laws.

These terms and conditions are governed in all respects by and interpreted in accordance with the laws of the state in which the school You attend is located in the Commonwealth of Australia.

7. Privacy

The information You provide on this enrolment form and otherwise in connection with Your enrolment (including personal information, Course enrolment details and changes, Course progress details, and the circumstances of any suspected breach by You of a student visa condition) will be used to process Your enrolment at Navitas English, provide You with educational services and, in the case of homestay students, to enable Navitas English and a homestay provider to provide You with homestay facilities. Your enrolment may be delayed if the information provided is incomplete. This information will be dealt with in accordance with the Privacy Act 1988 and the Navitas Privacy Policy and is available at navitas.com/privacy_policy. It may be made available by Navitas English to the Australian Government (for example to Australian immigration and education authorities) in connection with

Your visa, as required by the National Code or the ESOS Act, if required, to the Tuition Protection Service or, in the case of students who have booked homestay, to Your homestay provider, or in the case of students who have nominated to study further in Australia, to Your further studies institution. Navitas English may send You information about its programs or other related courses. You may request not to receive further information at any time.

8. Other terms

- It is a condition of Your enrolment at Navitas English that You comply with all Navitas English regulations and policies as notified to You by Navitas English.
- Navitas English may by notice to You in writing, which notice may be given on the Navitas English website, vary these terms and conditions of enrolment, or any Navitas English regulations or policies. A variation takes effect on the day specified in a notice.
- Navitas English reserves the right to change start dates (with Your agreement), Course curricula, Course timetables and any programs at any time.
- All prices are stated in Australian Dollars (A\$) and subject to change without notice.
- Navitas English is closed on official public holidays and Christmas Holidays.
- 10 percent Goods and Services Tax (GST) applies to Apartment Accommodation, Airport Transfer, and Placements Fees.
- All credit card transactions attract a surcharge.
- Photographs, videos and testimonials provided by You or taken by Navitas English may be used for marketing and promotion purposes.

Contact

All requests for refunds, deferrals, postponements or transfers must be made in writing addressed to:

Email

admissions@navitasenglish.com

Post

Admissions Manager
Navitas English
Level 15, 255 Elizabeth Street
Sydney NSW 2000 Australia

Supporting documents as specified by Navitas English must be included with the request. If You are under 18, the written request must be made by the parent or legal guardian who signed Your original Application Form. Navitas English will:

- Notify You in writing of the outcome of the request within 10 working days and where necessary, give reasons for the outcome.
- Notify the Department of Immigration and Border Protection (DIBP) of any change to Your study plan for which a student visa has been granted.

A refund, transfer, deferral, postponement, suspension or cancellation of Your Course may affect Your student visa. DIBP will assess Your situation individually in accordance with the DIBP student visa policies. You are advised to seek advice from DIBP before making any changes to Your Course.

For more information visit the DIBP website at border.gov.au or phone 13 18 81.