

The following sets out the terms and conditions of Your enrolment in a course with Navitas English Services Pty Ltd ABN 13 002 069 730. 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 Pty Ltd ABN 69 109 613 309;

**New studies** means new course(s) studied at another educational institution with whom Navitas English maintains a Direct Entry Agreement

**Placement Test** means a diagnostic and proficiency English language test taken under controlled conditions during the first day of Your Course

**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 when you paid your fees in full. If you are on instalment payment plan, You will be required to pay the remaining outstanding fees.

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 visa refusal letter and that the reason for visa refusal is not due to:

- (i) False, fraudulent, or misleading information and/or documentation submitted by You or Your representative; or
- (ii) not meeting visa conditions prescribed by the Department of Home Affairs.

**If the visa refusal is due to either of the reasons outlined above, no refund will be made.**

In the event a refund is granted, the refund must be made to the same credit card number or bank account from which the original payment was made. This includes payment received from third party, other than You.

In the event of late arrival, there is no refund and study weeks missed will be forfeited.

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

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

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.

In the unlikely event Navitas English is unable to deliver a course You have paid for and does not meet our obligations to either offer You an alternative course that you accept or pay you a refund of Your unspent prepaid tuition fees (this is called a provider's 'default obligations'), the Tuition Protection Service (TPS) will assist You in finding an alternative course or to get a refund if a suitable alternative is not found.

Entry to all Courses is subject to Your Placement Test, and/or Your official English test results.

Navitas English will use its best endeavours to ensure that students are aware of any available refunds under this policy, however, it is the responsibility of the student to be aware of any available refunds on their account and to maintain current contact details. Any balance remaining on the student account twelve months after the student has completed, cancelled or withdrawn from the program will be forfeited.

All approved refunds will be processed back to the originating payer's bank account or credit card.

## Transfers

If You transfer to a course at another registered educational institution (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 or Navitas university program, You may be eligible for a transfer of all remaining pre-paid Tuition Fees to the new Navitas college or university program.

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

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 (NES 2.20A) which can be found in Navitas English website <https://www.navitasenglish.edu.au/assets/Policies/Policy-Transfer-Between-Registered-Providers.pdf>

Circumstances in which Navitas English will grant approval for a transfer include but are not limited to the following:

- The overseas student will be reported because they are unable to achieve satisfactory course progress even after engaging with Navitas English's intervention strategy to assist the overseas student in accordance with Standard 8 (Overseas Student Visa Requirements);
- There is evidence of compassionate or compelling circumstances as defined in the Navitas English Conditions of Enrolment;
- Navitas English is unable to deliver the course as outlined in the written agreement;
- There is evidence satisfactory to Navitas English that the overseas student's reasonable expectations about their current course are not being met;
- There is evidence that the overseas student was misled by Navitas English or a Navitas English education agent regarding Navitas English or the Navitas English courses and the course is therefore unsuitable to the student's needs and /or study objectives;
- An appeal (internal or external) on another matter results in a decision or recommendation to release the overseas student;
- Any government sponsor of the student considers the change to be in the student's best interest and has provided written, authorised support for that change;
- The student is not coping in the program, has sought academic assistance from Navitas English and has not improved their academic performance.

## 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:

- (a) 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);
- (b) 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
- (c) 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 Home Affairs (DHA) 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.

## Process

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 Home Affairs (DHA) 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. DHA will assess Your situation individually in accordance with the DHA student visa policies. You are advised to seek advice from DHA before making any changes to Your Course.

For more information visit the DHA website at [homeaffairs.gov.au](http://homeaffairs.gov.au) or phone 13 18 81.

## Accommodation and Airport Transfer

You are required to give a minimum of 2 weeks' notice to Navitas English if You wish to leave your homestay early. This notice period cannot commence during the first two weeks in Your homestay.

If you wish to take a break from Your homestay during the course, You will be required to pay 50 percent of Your homestay fee per week and for a minimum of 1 week's break.

Navitas English reserves the right to charge a A\$110 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.

No refund of airport transfer fees will be made if You do not notify Navitas English of Your flight details or any change of details less than 3 working days before arrival.

## Representative

If you have used an educational agent or representative to act on your behalf in submitting the application, we will share your information with the representative in relation to your study life cycle with Navitas English and subsequent enrolments. Information shared includes but not limited to personal information, course fees, conduct and behaviour on school premises, academic information like attendance, course progress, and results, and other matters where Navitas English deems it important to notify your agent representative. You have the right to request Navitas English to cease supplying any information to the representative at any time.

If payment for your studies are received from the 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
<b>Withdrawal from Course</b>		
Enrolment fee (non-refundable)	×	
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	×	
<b>Cancellation of course by Navitas English</b>		
Cancellation due to Navitas English being unable to deliver the course	✓	
Cancellation due to breach of visa conditions and misconduct	×	
<b>Transfer of provider</b>		
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 from the commencement date of the new studies
Direct entry to another Navitas College or Navitas university program	✓	
<b>Government sponsored</b>		
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	
<b>Deferral/postponements</b>		
Deferral due to compassionate or compelling circumstances	×	
<b>Accommodation services</b>		
Accommodation Placement Fee	×	
Homestay Family Registration Fee	×	
<b>Homestay</b>		
Visa Refusal (evidence required)	✓	
More than 14 days before homestay start date	✓	placement fee
Less than 14 days before homestay start date	✓	placement fee and 2 weeks homestay fees
<b>Carer</b>		
Visa Refusal (evidence required)	✓	
Less than 4 week's notice 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. Course progression and Attendance

You are required to achieve satisfactory course progress and, where applicable, attendance requirements.

More information can be found in Navitas English "Policy and Procedure - Monitoring Students for Satisfactory Course Progress" and "Policy and Procedure - Student Attendance" documents which can be found in Navitas English website <https://www.navitasenglish.edu.au/apply/policies/> and also available in the Appendix section of Your Offer Letter.

## 3. Change of contact details

You must advise Navitas English of Your current contact details, including, residential address, phone number, email address and emergency contact details, on arrival and if You change Your contact details You must notify Navitas English within 7 days. Your failure to notify Navitas English that You have changed Your details may result in automatic cancellation of Your visa without prior notice.

## 4. 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 DHA 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.

More information on Navitas English Policy and Procedure on Under 18 Students available in Navitas English website <https://www.navitasenglish.edu.au/apply/policies/>

## 5. Instalment Payment Plans

If You choose to pay via instalments, you will also be bound by the terms of the Instalment Payment Plan agreement. A non-refundable fee to set up the instalment plan agreement applies.

## 6. Your entitlements if we cannot deliver your Course

If in the unlikely event Navitas English is unable to deliver your Course on the dates and locations agreed with you other than a result of your failure to attend or otherwise meet your obligations under these Conditions of Enrolment, Navitas English will promptly notify you in writing outlining your options. These options will include:

- where available, an offer for delivery of your Course or an equivalent course at an alternative location or provider (you may choose to accept this offer or not); or
- should you not accept this offer (or if such an offer is not available), a full refund of Tuition Fees you paid that are applicable to the parts of your Course that Navitas English was unable to deliver.

Except as otherwise required by law, this clause sets out your full entitlements should Navitas English be unable to deliver your Course or part of your Course due to events outside its reasonable control (such as an industrial strike or act of God).

## 7. 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;

- (b) 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
- (c) 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:

- (d) guarantees Your obligations under these terms and conditions of enrolment;
- (e) 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
- (f) 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.

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.

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.

## 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 non-refundable surcharge.
- Photographs, videos and testimonials provided by You or taken by Navitas English may be used for marketing and promotion purposes.
- In accordance with the ESOS Act, Navitas English retains records of all written agreements as well as receipts of payments made by students for at least two (2) years after the student graduates.
- The terms set out in this terms and conditions of enrolment, the terms on the offer letter and your submitted Application Form will constitute your written agreement with Navitas English upon acceptance by payment.
- During Your Course if you submit a signed and completed Course Change Form and Change of Provider Form, those will also constitute your written agreement with Navitas English.
- You are responsible for keeping a copy of the written agreement as supplied by Navitas English, and receipts of any payments of tuition and/or non-tuition fees.
- You authorise Navitas English to access the Visa Entitlement Verification Online (VEVO) system to check your visa details

## 9. Contact - all requests for refunds, deferrals or transfers

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

### Email

admissions@navitasenglish.edu.au

### Post

Admissions Manager  
Navitas English  
Level 3, 255 Elizabeth Street  
Sydney NSW 2000 Australia

## 10. Complaints & Appeals

Navitas English maintain procedures for students to submit formal complaints and appeals as detailed in the Policy & Procedure - Complaints Handling and Appeals (available from Reception and on the Navitas English website). Every prospective or current student of Navitas English, including those who experience incorrect, inappropriate or unfair treatment during their relationship with Navitas English, its agents and related parties providing courses and services, may access the procedures detailed in this policy.

### (a) Formal Complaints

Complaints can be submitted by completing a Complaints Form (available on the Navitas English website or at the Reception of each centre), which can either be submitted in hard copy, emailed to Navitas English staff or to

**NavitasEnglishNationalComplaintsandAppeals@navitas.com**

A written outcome will be provided within 10 working days of Navitas English receiving the complaint.

If the complainant is not satisfied by the outcome provided by Navitas English they may decide to submit an Appeal or External Complaint (see below).

### (b) Formal Appeals

A Navitas English student may lodge an Internal Appeal for reasons including, but not limited to:

- Not being satisfied with the outcome of a complaint
- Navitas English's intention to report the student for unsatisfactory course progress
- Navitas English's intention to report the student for failure to maintain satisfactory attendance
- Navitas English's intention to cancel the student's enrolment for non-payment of fees
- Navitas English's intention to cancel the student's enrolment for unacceptable behaviour

Internal Appeals may be submitted by completing an Appeals Form (available on the Navitas English website or at the Reception of each centre), which can either be submitted in hard copy, emailed to Navitas English staff or to

**NavitasEnglishNationalComplaintsandAppeals@navitas.com**

An Internal Appeal will be commenced within 10 working days of Navitas English receiving the Appeals Form and an outcome finalised as soon as practicable.

If the student is not satisfied by the Internal Appeal outcome, or otherwise, they may submit an External Complaint or Appeal to an independent body. For details of how to do this, please refer to the **Policy & Procedure - Complaints Handling and Appeals**, available from Reception and on the Navitas English website.

## 11. Privacy Declaration

As outlined in our Privacy Policy the information you provide us will allow us to deal with your enquiry and assess your application and, provide you with an outcome. We will also be able to provide you with the information about the course you have applied for; Navitas English; the Partner University; our local community. It is really important that you read and understand the Privacy Policy. If you have questions about the Privacy Policy please email: **privacy@navitas.com** and ask your question.