

TERMS & CONDITIONS

1. **Payment deadline:** All course costs must be paid in full no later than 30 days before the course starts. If booking is made less than 30 days before the course starts, the fees are immediately payable. If payment in full has not been received, the student will not be allowed to start their course.
2. **Visa Information:** In accordance with government regulations, visa application forms (Confirmation of Enrolment) may not be issued by the school until full payment has been received.
3. **Late arrivals, vacations and absences:** If the student begins their course late or is absent during their course, no refund will be made. Periods of absence will not be made up with free extension of course.
4. **Expulsion:** Atherleys School of English Language reserves the right to expel any student for serious breach of discipline. Fees will not be refunded unless approved by the Principal Administrator.
5. **Rules and Regulations:** Atherleys School of English Language students are subject to the rules and regulations governing the school.
6. **Public Holidays:** The College is closed on Public Holidays. If the start date of a course falls on a Public Holiday, the course will start on the next working day. Compensation will not be made for classes not offered on Public Holidays.
7. **Substitution Policy:** If a student is found to be a level lower than the minimum start level for the course, the College reserves the right to place the student in a special intervention class to assist the student in achieving the required level. We also reserve the right to cancel courses at short notice due to insufficient demand.
8. **Program Fees:**
 - Atherleys School of English Language reserves the right to vary all fees at any time.
 - Payment must be made in Australian currency to Atherleys School of English Language.
9. **Course Changes:** Atherleys School of English Language reserves the right to change course start dates, course curriculum and programs at any time.
10. **Liability:** Atherleys School of English Language and its representatives are not liable for damages, injuries, illnesses and violations to people or goods; however, they may occur, unless such liability is legally imposed.
11. **Personal Release: By agreeing to these terms and conditions,** students irrevocably authorise and grants to Atherleys School of English Language the right to: record them on video and photographs for visual representation on brochures, fliers or any other promotional material; use their name, likeness, or other information concerning the student for reproduction on brochures, fliers and any other promotional material; use quotes or statements for reproduction on brochures, fliers or any other promotional material. The student hereby releases Atherleys School of English Language from any infringement or violation of personal and/or property rights of any sort whatsoever based upon the use of recordings or images. The student also acknowledges that the College owns and shall own all rights, title and interest (including copyright) in any recording, images and sound made.
12. **Force Majeure:** It is a basic stipulation of the agreement/contract between students and Atherleys School of English Language, or its representatives, that neither Atherleys School of English Language, nor its representatives, are liable in cases where Atherleys School of English Language is unable to fulfil any services to which they are contractually bound because of labour disputes or other reasons which are beyond their control.
13. **Health Requirements:** Any illness, allergy or disability must be reported during the application process. All students must be of good health and sound mind. Any discrepancy to this after arrival by the student may result in the student being sent home early.
14. **Additional Services:** Transfers, travel, laundry, telephone costs, excursions, and medical costs, change of accommodation and enrolment amendments are not included in any costs unless specifically stated on a valid invoice.

TRANSFER POLICY

1. Atherleys School of English Language has absolute discretion to determine whether an application for transfer of prepaid fees will be approved.
 2. Requests for transfers should be made in writing by the student and accompanied by a letter of acceptance from the receiving institution.

If a transfer of prepaid fees is approved, Atherleys School of English Language will ensure refunds occur in compliance with the Department of Education Services Policy Guidelines, as specified above.
 3. If the student is transferring to Atherleys School of English Language course from another institution, a confirmed record of the student's attendance and a statement of academic record are required.
- Note:**
1. 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.
 2. Any school-aged dependents accompanying overseas students to Australia will be required to pay full fees if they are enrolled in either government or non-government schools.
 3. Atherleys' dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.
 4. Refunds will be paid within the relevant time period specified in the ESOS Act 2000.

REFUND POLICY

All requests for a refund should be submitted in writing, (with supporting documentation), to the Principal Administrator, Atherleys School of English Language (ASEL).

A notice of withdrawal due to:

- illness or disability;
- death of a close family member (parent, sibling, spouse, child); and
- political or civil event that prevents acquittal may be accepted as grounds for partial refund of fees.

Supporting documentary evidence must be provided.

In all cases:

- refunds of tuition fees will be in accordance with the Western Australian Government's Policy Guidelines for institutions providing courses to international students and Commonwealth Education Services for Overseas Students Act 2000. These documents are available to students on request;
- Atherleys will give the student a statement that explains how the refund amount has been worked out;
- Refund calculations are based on a maximum 10 week course, whichever one applies, or the course duration, whichever is the lesser; and
- The refund (if any) will be paid within four weeks after receiving a written claim by the student.

This agreement does not remove the right to take further action under Australia's consumer protection laws. In the case of any disputes, ASEL's Appeals and Complaints processes do not circumscribe the student's right to pursue other legal remedies.

REFUND SCHEDULE

Course Duration 10 Weeks or Less		
Refund Conditions	Notification Period	Amount Refunded
If the student's visa application is unsuccessful (Student must provide documentation of visa application having been rejected)	Atherleys School of English Language is notified before the course commences	Full refund (less a maximum of \$200 for administration expenses)
If Atherleys School of English Language withdraws offer, fails to provide or terminates the course	before the course has commenced	Full refund of all fees paid to Atherleys School of English Language
	after the course has commenced.	Full refund of all fees paid to Atherleys School of English Language to that date
Student with a student visa withdraws from a course	More than 10 weeks before the course commences	Full refund (less maximum of 10% or \$1000, whichever is the lesser, for administrative expenses)
	More than 4 weeks and up to 10 weeks before the course commences	70% of tuition fees refunded
	4 weeks or less before the course commences	No refund
If the student is withdrawn from a course because the student has seriously breached visa conditions or Atherleys School of English Language rules	first 4 weeks after the course commences	No refund
	after the course has commenced	No Refund

Course Duration Greater than 10 Weeks			
Refund Conditions	Notification Period	Amount Refunded	
If the student's visa application is unsuccessful (Student must provide documentation of visa application having been rejected)	Atherleys School of English Language is notified before the course commences	Full refund (less a maximum of \$200 for administration expenses)	
If Atherleys School of English Language withdraws offer, fails to provide or terminates the course	before the course has commenced	Full refund of all fees paid to Atherleys School of English Language	
	after the course has commenced	Full refund of all fees paid to Atherleys School of English Language to that date	
	Student withdraws from a course	More than 10 weeks before the course commences	Full refund (less maximum of 10% or \$1000, whichever is the lesser, for administrative expenses)
		More than 4 weeks and up to 10 weeks before the course commences	70% of Tuition Fees refunded (less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses)
		4 weeks or less before the course commences	50% of Tuition Fees refunded (less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses)
		first 4 weeks after the course commences	30% of Tuition Fees refunded (less maximum of 10% or \$1,000, whichever is the lesser, for administrative expenses)
If the student is withdrawn from a course because the student has seriously breached visa conditions or Atherleys School of English Language rules	after the course has commenced	No refund of the course fees and not less than 40% of fees applicable to a subsequent course	