

# Do you have a Promotion Code?

ADD HERE.

# **Application Form 2024**

# **Please TYPE in BLOCK LETTERS**

# **YOUR DETAILS**

Pearson PTE, etc.)

Personal details (must match your passport)	Visa Information
Given name(s):	What type of visa will you apply for to study at Navitas English?
Family name:	Student Visa Tourist/Visitor Visa Working Holiday Visa Other (please specify):
Date of birth: DAY MONTH YEAR	Have you ever been refused a visa, or had a visa cancelled? Yes No
Gender: Male Female	If yes, when was the refusal or cancellation? MONTH YEAR
Passport number:	What visa type? Which country?
Marital status: Married De facto Divorced Widowed  Never married or been in a de facto relationship	Please attach the visa refusal letter or notification as part of your application to us.
	Have you studied in Australia before? Yes No
Do you plan to travel with a family member? Yes No If yes, who?	If yes, advise
	What course:
Nationality	Which school:
Nationality:	From: MONTH YEAR To: MONTH YEAR
Country of birth:	Highest education background
First language:	Highest qualification: High School - Year:
Overseas Contact Details	Certificate Diploma Degree
(must be applicant details, not agent)	Name of course:
Address:	Graduation: MONTH YEAR
	Name of school:
Suburb/City/State:	Country of study:
Postcode:	F
Country:	Employment background
Telephone/mobile: COUNTRY CODE AREA CODE NUMBER	Please outline your last or current employment  Job title:
Email:	Job title.
Are you currently residing in Australia? Yes No	Employment period: From MONTH YEAR To MONTH YEAR
Australian Contact Details	■ Further studies in Australia
Address:	
Suburb/City/State:	Are you planning further studies in Australia after you finish your studies with Navitas English? Yes No
Postcode:	If yes, at which institution:
Country:	-
Telephone/mobile: AREA CODE NUMBER	Course:
Email:	Start Date: DAY MONTH YEAR
If you are in Australia, what visa do you have now? (include a copy of your visa with your application)	English level Visit navitasenglish.edu.au/courses/english-levels for help.
Student Visa Tourist/Visitor Visa Working Holiday Visa	My English is: Beginner/No English (please seek study advice)
Other (please specify):	Elementary Intermediate Advanced
If you are applying for IELTS preparation, Cambridge Preparation, or Academic English, please attach a copy of your latest official English test result (for example, IELTS, TOEFL,	Pre-Intermediate Upper Intermediate

# **YOUR COURSE**

Daytime courses	CRICOS Code	Perth	Sydney Hyde Park
General English	0101937		
General English Part-time <sup>†‡</sup>	-		П
Academic English 1	111367A		
Academic English 2	111368M		
Academic English 3	109382J		
Academic English 4	109383H		
IELTS Preparation	093053F		
IELTS Preparation Part-time†‡	-		
Cambridge Preparation B1 Preliminary	030816M		
Cambridge Preparation B2 First	030815A		
Cambridge Preparation C1 Advanced	030817K		
Cambridge Preparation C2 Proficiency	030818J		
Evening courses			
General English	0101937		
General English Part-time <sup>†‡</sup>	-		
IELTS Preparation	093053F		
IELTS Preparation Part-time†‡	-		
Cambridge Preparation B1 Preliminary	030816M		
Cambridge Preparation B2 First	030815A		
Cambridge Preparation C1 Advanced	030817K		
Course	Chouse of	lish.edu.au/apply/course-cale	
Order Course	Start d	late (Monday only)	Weeks
1.	Start d		
5120	Start d		
1.	Start d		
1. 2.	Start d		
1. 2. 3.	Start d		
1. 2. 3. 4.		Total weeks	Weeks
1. 2. 3. 4.  If you require a break between courses whi	ile studying please comple	Total weeks  te: You can request course break	Weeks
1. 2. 3. 4.  If you require a break between courses whi  Order  Start date (Mc Navitas English is closed durin	ile studying please comple	Total weeks  te: You can request course break	Weeks s during General English and between course
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1.	ile studying please comple	Total weeks  te: You can request course break	Weeks s during General English and between course
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mc Navitas English is closed durin  1. 2.	ile studying please comple	Total weeks  te: You can request course break	Weeks s during General English and between course
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mc Navitas English is closed durin 1. 2. 3.	ile studying please comple	Total weeks  te: You can request course break	Weeks s during General English and between course
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1. 2. 3. 4.	ile studying please comple onday only) ng Christmas for one week.	Total weeks  te: You can request course break	weeks s during General English and between courses Weeks
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1. 2. 3. 4.  Instalment Plan^ See our FAQ for more in	ile studying please comple onday only) ng Christmas for one week.	Total weeks  te: You can request course break	s during General English and between courses  Weeks  kth Cover (OSHC)
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1. 2. 3. 4.	ile studying please comple onday only) ng Christmas for one week.	Total weeks  te: You can request course break	weeks s during General English and between courses Weeks  th Cover (OSHC) sh to arrange your Overseas Student te your preference:
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1. 2. 3. 4.  Instalment Plan^ See our FAQ for more in  Number of instalment plans required:	ile studying please comple onday only) ng Christmas for one week.	Total weeks  te: You can request course break  Overseas Student Heal  If you require Navitas Englis Health Cover, please indica Single Dual family	weeks s during General English and between courses Weeks  th Cover (OSHC) sh to arrange your Overseas Student te your preference: Multi family
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1. 2. 3. 4.  Instalment Plan^ See our FAQ for more in  Number of instalment plans required:	ile studying please comple onday only) ng Christmas for one week.	Total weeks  te: You can request course break  Overseas Student Heal  If you require Navitas Englis Health Cover, please indica:  Single Dual family  I will arrange my own Os	weeks s during General English and between courses Weeks  th Cover (OSHC) sh to arrange your Overseas Student te your preference: Multi family
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1. 2. 3. 4.  Instalment Plan^ See our FAQ for more in  Number of instalment plans required:  Notes regarding the instalment plan request:	ile studying please comple onday only) ng Christmas for one week.	Total weeks  te: You can request course break  Overseas Student Heal  If you require Navitas Englis Health Cover, please indica:  Single Dual family  I will arrange my own Os	weeks  s during General English and between courses  Weeks  th Cover (OSHC)  sh to arrange your Overseas Student te your preference:  Multi family  SHC myself/with my agent
1. 2. 3. 4.  If you require a break between courses whi  Order Start date (Mo Navitas English is closed durin 1. 2. 3. 4.  Instalment Plan^ See our FAQ for more in  Number of instalment plans required:	ile studying please comple onday only) ng Christmas for one week.  formation  e. instalments you need.	Total weeks  te: You can request course break  Overseas Student Heal  If you require Navitas Englis Health Cover, please indica Single Dual family  I will arrange my own OS  I already have OSHC (ple	weeks  s during General English and between courses  Weeks  th Cover (OSHC)  sh to arrange your Overseas Student te your preference:  Multi family  SHC myself/with my agent

IV) Some students may not be able to access instalment plan. Please email our Admissions team for more information.  $All \ overseas \ students \ studying \ in \ Australia \ on \ a \ Student \ \ Visa \ are \ required \ by \ the \ Australian$ Government to obtain Overseas Student Health Cover.

Expiry date: DAY MONTH YEAR

III) For offshore applications, the first instalment must be 50% of the total study duration.

Page 2/8

#### **Younger Students** Notes regarding acommodation request: Are you under 18? Yes No If yes, please complete the **Under 18 Form** and return to us with the relevant supporting documents. If welfare is arranged by Navitas English, please complete the accommodation and airport transfer request within the Under 18 Form. **Airport Transfer** Confirmation of Appropriate Accommodation & Welfare (CAAW) Do you require airport transfer on when arriving in Australia? letter will only be issued for students whose welfare is arranged by Yes No Navitas English. Flight Number: **Accommodation** Date: DAY MONTH YEAR Time: Homestay is accommodation in an Australian home. Breakfast and dinner are provided Monday to Friday and breakfast, lunch and dinner Do you require airport transfer when departing Australia? provided on the weekends (except self-catered). Visit navitasenglish. Yes No edu.au/support/accommodation-welcome for information about our accommodation and welcome services. Flight Number: For homestay requests, please submit a completed Homestay Preference Date: DAY MONTH YEAR Time: Form, which can be found in https://www.navitasenglish.edu.au/ services/welcome/homestay/ **Airlink Travel Promotion** Accommodation will only be arranged when Homestay Preference Form If you plan to study at more than one Navitas English school, you may is received, and full payment is made. These must be received by Navitas qualify for a free one-way flight between our Australian schools. English at least 4 weeks prior to the first date of stay Please select your accommodation: Standard homestay ☐ I am studying for 17+ weeks Self-catered homestay\*^ VIP homestay^ Single Shared I plan to study at two schools ☐ I require a quote for independent accommodation School: YES, I would like a FREE flight from Check-in date: DAY MONTH YEAR Check-out date: DAY MONTH YEAR to

\*Self-catered homestay is not available to students under 18 years. Sydney only.

^VIP and self-catered homestay are subject to availability.

Please see terms and conditions at navitasenglish.edu.au/airlink

(you must study for at least 4 weeks at each school)

# YOUR DECLARATION

### **Signing**

This application is not valid unless it is signed and dated by the student. If You are under 18 years, also signed by Your parents and/or legal guardians. **Agents MUST NOT sign the declaration on behalf of student** 

# **Privacy Declaration**

Number of weeks:

As outlined in our Privacy Policy, the information you provide us will allow us to deal with your enquiry, assess your application and, provide you with an outcome. We will be able to provide you with the information about the course you have applied for; Navitas English; the Partner University; and our local community. It is 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.

# **Applicant Declaration**

Ticking the boxes below gives us your consent to collect, process, store and, where necessary, share your personal information with for example, a homestay provider or a Government Department. Ticking the boxes below also means you are giving us your consent to contact you to provide you with relevant information on other courses that we offer, as well as other services offered by Navitas English or the Navitas Group.

It is **IMPORTANT** to know and understand that if you choose **NOT TO GIVE US YOUR CONSENT TO USE YOUR INFORMATION**, as stated above and below, that we will be unable to provide you with information about some of our services such as accommodation we offer, or airport transfer services. If you understand what giving us your consent means, then please complete the rest of this document.

#### **PLEASE TICK YES or NO**

Yes	No	I have read and understood the Navitas Privacy Policy
Yes	□No	I understand that Navitas English will be collecting, processing and storing my personal information as part of this enquiry and/or application process
Yes	No	I understand that Navitas English may need to share my personal information with a third party ( <b>Sharing Personal Information www.navitasenglish.edu.au/apply/policies/privacy-policy</b> ) including but not limited 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
		- To the Tuition Protection Service, if required
		- Your Overseas Student Health Cover provider, if required
		- To Your sponsors if you are a sponsored student
		- To the airport transfer company and Your Accommodation provider if you have booked Accommodation and Airport Transfer
		- In the case of students who have used an agent to act to their behalf in submitting the application, to Your appointed agent. (Refer to Representative section of Conditions of Enrolment for more information)
		- In the case of students who have nominated to study further in Australia, to Your further studies institution

By signing, You and Your parents and/or legal guardians (where applicable for under 18 students) declare that:

- All the information provided in my application form is true and correct
- I have accessed information regarding the costs associated with living in Australia at: studyinaustralia.gov.au/global/live-in-australia/ living-costs.
- I am aware of the likely cost of my stay in Australia and have genuine access to the total funds required to cover all tuition costs, return airfare, overseas student health cover (if required) and living expenses for myself and any dependents, including compulsory school fees for any school-aged children accompanying me to Australia.
- Student Visa applicants: I am a Genuine Temporary Entrant and a Genuine Student as defined by the Department of Home Affairs at: immi.homeaffairs.gov.au/visas/getting-a-visa/visa-finder/study
- I acknowledge that I am the applicant of this application and I have read and understood the terms of Navitas Privacy Policy and I confirm that I have understood the questions in the previous Privacy section and that my answers represent how I want my personal information used.
- YES, I have read and understood the Navitas English Conditions of Enrolment (view online navitasenglish.edu.au/apply/policies/conditions-enrolment).
- If applying for Navitas English to arrange homestay accommodation, YES, I have read, understand and agree to the homestay guest conditions (view online navitasenglish.edu.au/students-info/faqs).

If my application is successful, I understand and agree that:

- I will receive a Letter of Offer;
- payment in accordance with the Letter of Offer will constitute my acceptance of the offer; and
- the application form, these terms and conditions of enrolment and the terms set out in the Letter of Offer together will constitute my written agreement with Navitas English

We may disclose your personal information to Australian Government agencies, including Services Australia, where this is required or authorised by Australian law.

- Information about your enrolment with us may be disclosed if you are claiming or receiving a payment from Services Australia.
- You are still required to notify Services Australia of any change in circumstances that may affect your payment.
- Personal information disclosed to Services Australia is protected by law, including the Privacy Act 1988.

More information about the way Services Australia handles personal information can be found on their privacy webpage. For more information about how the Department of Education, Skills and Employment (DESE) will handle your personal information, please refer to the department's Privacy Policy at https://www.dese. gov.au/privacy or by requesting a copy from the department at privacy@dese.gov.au

For applicants who are under 18

Name of student: Please print your full name	I declare that I am the parent or legal guardian of the student named		
Signature of student (Sign as per your passport signature):	in the Application Form  Name of parent/legal guardian:		
(Sign as per your passport signature).	Signature of parent/legal guardian:		
Date: DAY MONTH YEAR			
Application checklist	Date: DAY MONTH YEAR		
Please include:	Address:		
copy of your current passport, including the signature page (ensure your passport is signed)			
a copy of your current Australian visa (if you hold one)			
a copy of your further studies offer to an Australian institution:	Suburb/City/State:		
university, Foundation Studies, TAFE/VET (if you hold one)	Country:		
☐ a copy of your official English test results: IELTS, TOEFL, PTE or Cambridge (if available)	Telephone/Mobile:		
a signed and dated Application Form	Email:		
Under 18 Form and the relevant supporting documents (for under 18 applicants)			
Homestay Preference Form (if homestay is required)	Your agent:		
Submit your application via Post or in-person Email Admissions Manager	Agent details or agent stamp:		
admissions@navitasenglish.com Navitas English			

# What happens next

Navitas English will send a Letter of Offer confirming fees, dates, payment methods and instructions on how to accept your offer. Your Letter of Offer will clearly state if a Genuine Temporary Entrant (GTE) assessment is required.

Level 3, 255 Elizabeth Street Sydney NSW 2000 Australia

Student Visa applicants: After you have paid your fees, Navitas English will email an electronic Confirmation of Enrolment\* (eCoE). Submit a copy of your eCoE to the Australian Embassy, Consulate or High Commission in your home country, together with your Student Visa application.

\*If a GTE assessment is required, an eCoE will not be provided until GTE requirements have been met.



# **Conditions of Enrolment**

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 navitasenglish.edu.au/apply/policies/code-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.

## Transfers

You will not be allowed to transfer to another provider in the first six months of Your study with Navitas English, if Navitas English is Your principal course. If you still wish to transfer before completing six months of study, you must obtain a release from Navitas English, unless:

- Navitas English or the course in which You are enrolled has ceased to be registered;
- There is a sanction imposed on Navitas English's registration by the ESOS agency that prevents You from continuing your studies;
- 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.

If You transfer to a course at another registered educational institution (excluding English language studies) and You have met the institution's published English 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 minus 30% of the total of that unused pre-paid Tuition fee amount which is retained by Navitas English as an administration fee. 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.

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.

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.

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 www.navitasenglish.edu.au/content/dam/navitas/upa/nave/pdfs/policy-transfer-between-registered-providers%20(1).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

If You have a further study plan, changes to Your course(s) with Navitas English may have ramifications to Your admission with Your principal provider.

#### **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 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 anychange 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** 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 an amendment fee for all changes to Your independent accommodation (A\$110) and Your homestay (A\$330) 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
Withdrawal from Course		
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	<b>√</b>	A\$500 or 5% of Course Fees (whichever is the lesser)
Transfer from a more expensive Course to a less expensive Course	×	
Cancellation of course by Navitas E	nglish	
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 another registered educational institution or Direct Entry partner (excluding English language studies) because you have met the required English level.	✓	30% of the unused portion of pre-paid Tuition Fees from the commencemen date of the new studies
Direct entry to another Navitas College or Navitas university program	✓	
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	✓	placement fee
Less than 14 days before homestay start date	<b>√</b>	placement fee and 2 weeks homestay fees
Carer		
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 www.navitasenglish.edu.au/apply/policies/policies-and-forms 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

www.navitasenglish.edu.au/apply/policies/policies-and-forms

#### **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:

- (a) 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
- (b) 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:

- (a) 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.com

#### 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

# Navit as English National Complaints and Appeals @navit as.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.