

Terms & Conditions

1. Payment of Fees

Full fees must be paid before visa documents are issued and **no later than 14 days before arrival**. Transfers, accommodation or tuition details will not be confirmed until all monies have been paid in full. For all late payments made after the due date, a fee of 2% of the payment amount will be added.

2. Services

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

3. Course Entry Levels

Most courses require minimum levels of English for entry. If after the placement test, a student is found to be below the minimum level required to start the course, the school reserves the right to place the student in a class with fewer lessons and a different curriculum. Students may be transferred to the nearest centre running a lower level course.

4. Changes to Enrolments

The company reserves the right to charge an Administration Fee (GBP50; USD80; AUD200; NZD240) each time course or accommodation details are changed or cancelled after a place has been confirmed. This fee will not apply to upgraded or extended courses.

5. Changes to Airport Transfers

Notification of change to airport transfers must be sent to our International Admissions Centre at least 2 full working days prior to the designated arrival time. If notice is not received, an additional Administration Fee will apply.

6. Accident & Medical Insurance

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

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

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

In New Zealand, having appropriate and current medical and travel insurance is compulsory for all international students. This is a requirement of the New Zealand Ministry of Education under the Code of Practice for the Pastoral Care of International Students, found on their website at www.minedu.govt.nz/goto/international.

- Students without adequate insurance or sufficient evidence of insurance will have StudyCare Insurance added to their programme invoice.
- Students may purchase international insurance from their home country as long as it covers the minimum prescribed insurance requirements as detailed in the Code of Practice. Students must provide the school with a translated copy for verification purposes prior to arrival.
- Most international students are not entitled to publicly funded health services while in New Zealand. If a student receives medical treatment during a visit, they will be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health, and can be viewed on their website at www.moh.govt.nz.
- The Accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but a student may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at www.acc.co.nz.

In Australia, it is compulsory for those on Student Visas to take Overseas Student Health Cover (OSHC) for the duration of the time they are in Australia. Students need to buy OSHC before coming to Australia, to cover them from when they arrive. This ensures they have adequate health care arrangements while studying in Australia. If the student chooses for Embassy to arrange OSHC for the first course/year only of their programme, it is their responsibility to either extend or take out OSHC for the rest of their time in Australia. They must provide evidence of cover for the entire study period before a Confirmation of Enrolment will be issued.

7. General Refund Policy

All refunds will be sent to the account of the Embassy representative to whom the fees were originally paid, except in New Zealand where the refund will be paid directly to the student.

If a student's visa application is rejected after payment has been received then their full tuition and accommodation fees will be refunded within 28 days, provided a visa refusal letter is received by our International Admissions Centre at least 2 days before the course is due to start.

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

In Australia, this agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws. Refunds will be provided to students within 28 days if the student defaults and within 14 days if the school defaults.

In the unlikely event that the school is unable to deliver a course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid within 14 days of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by the school at no extra cost. The student has the right to choose whether they would prefer a full refund of course fees, or to accept a place on another course. If they choose placement on another course, Embassy will ask them to sign a document to indicate acceptance of the placement.

If the school is unable to provide a refund or place the student on an alternative course our Tuition Assurance Scheme (TAS) provider will place them on a suitable alternative course at no extra cost. Finally, if the TAS provider cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place them on a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.

8. Cancellation Policy

Embassy defines cancellation as the period prior to start of first course. All cancellations must be made in writing to our International Admissions Centre and the following refund policies apply:

Enrolment Fee, Courier Fee, Accommodation Placement Fee, Airport Transfer Fee and StudyCare or OHSC premium will not be refunded for any student cancelling their course before arrival.

Tuition Refunds before Arrival

UK and USA: Where cancellations are received in writing more than 14 days before the first course start date 100% of tuition fees will be refunded, but any courier fee and the Enrolment Fee are non-refundable. Where cancellations are received in writing 14 days or less prior to the first course start date students will be charged GBP190 (UK) or USD350 (USA).

Australia (except Perth): Students will be charged the Enrolment Fee plus 30% of tuition fees if cancelling prior to the start of their course.

Perth: In Perth only, students will be charged 10% of the semester fees or AUD1000 (whichever is the lesser) for cancellations made more than 10 weeks before the start date, and 30% if less than 10 weeks but more than 4, and 60% if 4 weeks or less. If the enrolment is for 10 weeks or less and is cancelled within 4 weeks before the start date, no refund will be given. (For this purpose, a semester is a maximum of 20 weeks.)

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

Accommodation Refunds before Arrival

a) Students cancelling their accommodation less than 7 days before arrival will be charged an amount equal to 1 week of accommodation.

b) For cancellations less than 48 hours before arrival, equivalent to 4 weeks of accommodation will be charged, or the full accommodation fee if the booking is less than 4 weeks in duration.

9. Withdrawal Policy

Embassy defines withdrawal as termination of a course after the first course has started. Any withdrawal must be made in writing to the Principal of the school where the student is studying.

Enrolment Fee, Courier Fee, Accommodation Placement Fee, and StudyCare or OHSC premium will not be refunded for any student terminating their course after arrival.

Tuition Refunds after Arrival

Written notification of withdrawal must be provided as a condition for making refunds. If a student breaches the visa conditions, no refund of the semester fees will be made (except Perth).

USA: Refunds are calculated from the last date of attendance.

- For courses of 4 weeks or less, no refund will apply.
- For courses longer than 4 weeks, students who terminate in the first 4 weeks will be refunded all tuition fees except for 4 weeks calculated at the non-discounted (Certificate of English) rate.
- For courses longer than 4 weeks, students who terminate after the first 4 weeks but before the midpoint of their course, Embassy will retain a pro-rated amount of tuition at the non-discounted (Certificate of English) rate.
- For students who terminate after the midpoint, Embassy will retain all tuition fees.

UK and Australia (except Perth): No tuition fees will be refunded to students who leave after the course has started. When a student has enrolled in multiple locations/courses, the course start date for the purpose of this clause is that of the initial Embassy course.

Perth: In Perth only, if a student terminates a course of 10 weeks or more duration within the first 4 weeks, a withdrawal fee of 70% of semester fees will be charged. All other terminations will incur a 100% termination fee. Where a student's course of study is terminated for a serious breach of the College rules and regulations, or a breach of visa conditions, there will be no refund of that semester's fees. If the student has paid for 2 or more semesters in advance, he/she will receive no refund of that semester's fees, and a refund of 40% of the next semester's fees. Any fees paid for further semesters will be refunded in full.

New Zealand

- For courses of 1 to 34 days duration, if the student withdraws within the first 2 days of the course, they will receive 50% of the total fees paid. If they withdraw after the first 2 days, no refund is made.
- For courses of 35 days to 3 months duration, if the student withdraws within the first 5 days of the course, they will receive 75% of the total fees paid. If they withdraw after the first 5 days, no refund is made.
- For courses greater than 3 months, if written notice of termination is received by the end of the eighth day of the course, a termination fee of the lesser of NZD500 or 10% of tuition will apply. Students terminating after this period will not receive a refund.

Accommodation Refunds after Arrival

- Students leaving their accommodation must give at least 4 weeks of notice in writing. In the USA, students who book discounted long term accommodation must give 8 weeks of notice in writing. After deducting the price of accommodation used, including the required notice period charged at the standard accommodation rate, accommodation fees in excess of the accommodation period will then be refunded. For Diploma courses, accommodation fees are calculated as total course fees minus tuition.
- In Australia and New Zealand, a 10% withdrawal fee will be deducted from the balance. In the USA, an administration charge of USD80 will be charged.

10. Visas

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

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

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

No visa support documentation will be provided until all fees have been received.

11. Holidays (Public and Diploma/Academic Year)

Schools will be closed on public holidays. All students in the USA and UK (excluding those on Diploma package courses) in Homestay accommodation over the Christmas and New Year 2 week period will be charged a seasonal supplement of GB£50 (UK) or US\$100 (USA) per week. Discounted Diploma accommodation packages include accommodation during all vacation periods and no seasonal supplements are required. Dates for Diploma Courses/Academic Year include the following vacation periods between terms:

2010: Mar 20th-Apr 4th, Jun 19th-Jul 4th, Sept 18th-Sept 26th.

12. Resolution of Disputes

In the event of a dispute between an individual student and the school, procedures are in place to facilitate the resolution of the dispute. Any complaint should first be made to the student's Embassy Principal. Each complaint will be fully investigated provided that it is received within a month of the course ending and all fees have been paid. If the matter is not resolved, the student should complain in writing to the local Embassy Head Office (see back cover). In Australia, if the student remains dissatisfied with the outcome, they may seek independent external mediation through ACPET External Student Appeals service or Office of Fair Trading in their state. For Perth enrolments only, the Western Australian Department of Education Services also provides, free of charge, the services of an independent conciliator to assist in dispute resolution. Information and contact details are available at www.des.wa.gov.au.

13. Liability

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

14. Valid Prices

Prices are valid from 1 January 2010. Prices are subject to change without notice and will only be confirmed upon invoicing. For current prices please refer to embassy.com.

15. Expulsion

Embassy reserves the right to expel or evict from accommodations arranged by Embassy any student whose conduct is unsatisfactory at the discretion of the Principal. In UK, USA and NZ that decision is final. No fees will be refunded in such cases and any unpaid fees become payable immediately. In Australia, a student has the right to appeal against such a decision and details of that process are available from the school.

Students and their parents or guardians, where applicable, agree to pay the tuition fees and other charges applicable for the course on the due dates. It is understood and agreed that failure to do this may result in suspension from the programme and cancellation of the enrolment.

16. Promotional Activity

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

20. Data Protection

Any information provided to Embassy may be held on computer and shall be used in accordance with its data protection registration and the national data protection laws applicable. Our Privacy Policy is available on the Embassy website.

21. Further Information: Australia

a) ESOS framework: The Australian Government wants overseas students in Australia to have a safe, enjoyable and rewarding place to study. Australia's laws promote quality education and consumer protection for overseas students. These laws are known as the ESOS Framework and they include the Education Services for Overseas Students (ESOS) Act 2000 and the National Code. Visit the website http://aei.gov.au/AEI/ESOS/QuickInfo/ESOS_FrameWork_pdf.pdf for details. A student who has concerns about any of these matters after arrival at Embassy, should contact the Principal.

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

c) Each student must notify the campus of any change in their contact details or address while enrolled in the course.

d) All courses offering fewer than 24 lessons (20 hours) per week are not available to student visa holders.

e) Provider Name: Study Group Australia Pty Limited
CRICOS Provider Codes: 01682E (NSW); 01755D (QLD); 01963G (WA)
Provider Name: Taylors Institute of Advanced Studies Ltd, CRICOS Provider Codes: 01160J (VIC)

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

g) Students studying in Queensland who are concerned about the conduct of a provider may contact officers of the Queensland Department of Education; the Chief Executive of that Department has power under the Education (Overseas Students) Act to suspend or cancel the registration of a provider or a course within that state.

h) Average living expenses

Sydney and Melbourne: AUD15,000 per year

New Zealand: NZD10,000 - NZD12,000 per year

Gold Coast, Brisbane and Perth: AUD12,000 per year

22. Further Information: New Zealand

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

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

c) Code of Practice: Embassy has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website www.minedu.govt.nz. The Code of Practice also establishes that International Educational Appeal Authority (IEAA) and the Review Panel receive and adjudicate on student complaints. Their email address is: info.ieaa@minedu.govt.nz.

d) Immigration: Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at immigration.govt.nz.

e) Each student must notify the school of any change to their contact details, accommodation type, and residential address.

23. Further information: USA

For students travelling as unaccompanied minors on flights to and from the USA, a one-way US\$200 unaccompanied minor airport service fee will be charged.

24. Further information: UK

Embassy Schools are registered with the UKBA Register of Sponsors, and their Sponsor Licence Numbers are as follows:
Brighton: B702QNNG1, Cambridge: 8V1P5MAW1
Hastings: SEGJXG2B9, London: A9P6TFYGX, Oxford: 2GXTF1G72

25. Force Majeure

Embassy is not liable in the event where it is unable to fulfil any service to which it is contractually bound because of fire, natural disaster, acts of government, failure of suppliers or subcontractors, labour disputes or other reasons which are outside its control.

26. Agents

All the above terms are applicable to direct students and agents unless variations are expressly agreed between the agent and Embassy or their parent company, Study Group, in writing.

We look forward to seeing you soon!