

HOW TO ENROL

All students:

1. Send your completed enrolment form to **service@sprachenmarkt.de**
In accordance with our obligations under the National Code 2018, you must indicate your acceptance of the Conditions of Enrolment by signing this form before we can accept payment from you to confirm your enrolment.
2. We will acknowledge receipt of your signed application and issue an invoice. This will generally occur on the business day following receipt of your application.
3. It is strongly suggested that all students obtain relevant insurance cover prior to travelling to Australia. If you will study on a Student Visa you must pay the compulsory Overseas Student Health Cover (OSHC) fee at the time of enrolment to ensure coverage from your arrival date.
4. Students wishing to enrol in an academic English course will be required to complete our English pre-test.
5. When you receive your invoice, send the required fees in Australian dollars, including all optional service fees. Payment may be made by bank transfer, bank draft, bank cheque or credit card. Personal cheques cannot be accepted.
 - a. Student Visa applicants – you must pay the required course fees as invoiced before we can issue a confirmation of enrolment (COE). When selecting a start date, please allow at least 4 weeks' processing time.
 - b. Students on other visas – you must pay all fees in full no later than 2 weeks' before your course commencement date to confirm your place.
6. Apply for your student visa from the Australian Embassy or Consulate, submitting your CoE with your application.
7. Notify us immediately of any changes to your proposed course start date by contacting

HOMESTAY, CARER & AIRPORT PICK-UP SERVICES

1. If you wish to use our Homestay service, you should apply at least 4 weeks before your intended arrival in Australia to allow us adequate time to find the most suitable accommodation for you. We are unable to guarantee an accommodation placement if arriving less than 5 days before course commencement. The minimum booking for Homestay accommodation is 1 week.
2. If you require us to arrange or approve a carer for a student under 18 years of age, at least 4 weeks' notice is required.
3. Provide us with your flight details (flight number, date & time of arrival) 3 weeks before you arrive.
4. We will aim to confirm your homestay details (and Airport Pick-Up if requested) 2 weeks prior to arrival.

CANCELLATION AND REFUND POLICY

Lexis English – Brisbane; Byron Bay; Noosa/Sunshine Coast; Sydney; Perth, are hereinafter referred to as the College

1. Your course is defined in study periods of 24 weeks or less. Enrolments greater than this are divided into study periods of 24 weeks or less dependent on the total course duration. Eg: A General English student, who enrolls for 30 weeks, would have 2 study periods, the first 15 weeks duration and the second 15 weeks duration.
2. In the absence of any agreement to the contrary, your place in a course will not be confirmed until fees are received for the initial study period and our bank has confirmed your payment. Fees for any subsequent study periods must be received within 2 weeks prior to the commencement of the second study period.
3. Cancellations are not effective until they are received in writing.
4. In the case of cancellation the Admission Fee or its equivalence is non-refundable.
5. If you are not granted a visa, all fees except the Admission Fee, will be refunded within 4 weeks of Lexis English receiving written notification.
6. If you cancel your course 28 days or more before your course commencement date, all fees received except the Admission Fee will be refunded. If you cancel your course less than 28 days before your course commencement date, a cancellation fee of 20% of paid tuition fees will also apply. All other fees except the Admission Fee will be refunded. No tuition fees will be refunded if you advise cancellation on or after your course commencement date.
7. If you defer the date of commencement of your course, then later cancel your course, prior to the new commencement date, the cancellation policy will apply from the original course start date not the deferred start date.
8. The Accommodation Placement Fee and/or Airport Transfer Fee are not refundable if you advise us less than 2 weeks before your commencement date that you wish to cancel the service. You may also be liable for 2 weeks Accommodation fees if a replacement student cannot be found. No refund of the initial 4 weeks of Accommodation fees will be made if you leave your accommodation during that period. Cancellation and refund policies that apply to other forms of accommodation will be notified at the time of booking.
9. Where we do not offer an advertised course, or withdraw the delivery of the course prior to its completion, you will be offered within 2 weeks, a refund of the unused portion of course fees paid to date. Alternatively, you may be offered a suitable alternative course at no extra cost. You have the right to choose a refund or the offer of placement in another course. Acceptance of any offer must be confirmed in writing within 30 days of the offer being made.
10. Applications for refunds must be in writing and addressed to The Registrar – Lexis English.
11. Any refunds payable under this policy (with the exception those payable under Clause 9) will be made within 4 weeks of receiving the written refund application.
12. Refunds will only be paid in the same currency in which fees were collected, and paid to the person who entered into the contract. We require written direction from the student to refund to another party.
13. Lexis English may make reasonable variations to the delivery of programs eg: course times, timetables, classrooms and the delivery of online content. Students will be provided with reasonable advance notice should this occur and will have the opportunity to access the internal complaints and appeals process should they feel disadvantaged by any such variation.
14. In all cases of suspension and/or expulsion due to non-compliance with the student Code of Conduct, no refund of monies paid to the College will be made unless required by law.
15. From the point a CoE is issued, there will be a 10% cancellation fee applied.

These regulations may be waived only in exceptional circumstances by the Executive Management of the College at their absolute discretion.

STUDENT CODE OF CONDUCT

Students will be subject to suspension and/or expulsion at the absolute discretion of the College (subject to natural justice, and except as otherwise implied by law) for persistent and/or serious infringement of the student code of conduct as follows:

- Not conforming with the reasonable directions of the College: misconduct, and posing or presenting an unacceptable medical, physical, or moral threat to the well-being of others
- Causing wilful damage to college and/or other students' property
- Use or distribution of prohibited drugs
- Being convicted of any criminal offence whilst a student with the College
- Unacceptable social behaviour in any accommodation arranged by the College
- Being in contravention of the Australian Government Immigration/Migration Laws (visa requirements).

DEFERMENT, SUSPENSION OR CANCELLATION OF STUDY

Student Visa holders must be advised that the deferment, suspension or cancellation of study may affect their student visa.

1. Students may apply for a deferment of commencement of study due to compassionate or compelling circumstances.
2. The College may initiate a suspension of studies on the grounds of misbehaviour of a student in accordance with the College's Student Code of Conduct.
3. The College may initiate cancellation of a student's course:
 - On the grounds of misbehaviour, in accordance with the College's Student Code of Conduct
 - Due to failure to pay course fees
 - Due to a student under 18 years of age failing to maintain approved welfare and accommodation arrangements
 - Students who are subject of College initiated suspensions or cancellations will have access to the College's Complaints and Appeals process
 - Full details of the College policies and Procedures for deferment, suspension and cancellation of studies is available at our website

NOTES

Your agreement to be bound by the General Conditions of Enrolment and the Refund and Cancellation Policy and the Indemnity Declaration does not remove your right to take action under the College's disputes resolution policy, or Australia's consumer protection laws, or to pursue other legal remedies.

If you have school-aged dependants who will accompany you to Australia, you will be required to pay full fees for their schooling, whether they enrol in a government or a non-government school.

In accordance with the Privacy Act 1988; the ESOS Act 2019 and the National Code 2018:

- The personal information you provide to us or is obtained about you prior to or during your period of enrolment with us, will be regarded as confidential and will be used for the purpose of processing your enrolment and providing you with the services you request. However, in this process, it may be disclosed to relevant third parties including your family, homestay families, agents, further studies institutions, the Australian Government, the Administrator of the Tuition Protection Scheme (TPS), other statutory bodies and various employees of the College as required.
- We are obliged to advise the Department of Home Affairs of certain changes to a student's enrolment and any breach of Student Visa conditions.
- Student Visa students under 18 years of age not accompanied by their parents or living with close family members whilst in Australia, must have their proposed accommodation and carer arrangements approved by the College prior to their enrolment being accepted. We can make suitable carer arrangements if required.
- Student Visa students must study in a CRICOS registered full-time course.
- Student Visa students may do part-time work or work experience of up to 20 hours per week and only in addition to full-time study.

INDEMNITY DECLARATION

By signing this Declaration the student, or in the case of a student under the age of 18, the parent(s) and/or legal guardian(s) agree that the College, its officers, teachers, employees, representatives and agents shall not be held responsible and/or be under liability as far as permitted by the law of the Country of Australia and/or will not make any claim against them for the student's death, bodily injury, disability, loss, damages and/or property damage which may be sustained by the student and/or which may be caused by the student in connection with or during the period of the student's attendance at any premises owned/leased, operated or controlled by the College, the student attending activities and/or excursions and/or in any accommodation arranged for the student. Further, the student, or in the case of a student under the age of 18, the parent(s) and/or legal guardian(s), agrees to pay any direct and/or indirect costs incurred by the College in relation to these activities where a student attends and participates in activities and/or excursions (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College or of which we have knowledge.

Where a student who is under 18 years of age is accepted for enrolment as a student at the College, the parent(s) and/or legal guardian(s) further consent and agree that the College at its absolute discretion may when it considers it desirable and/or essential seek and provide medical and/or optical and/or dental treatment for the student. In such cases, such costs whether direct and/or indirect will be met by the parent(s) and/or legal guardian(s). If the College has been obliged to incur costs on behalf of the student in such circumstances the costs will be repaid to the College by the parent(s) and/or legal guardian(s) on demand.

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| • Shane Global Village Brisbane Pty Ltd
CRICOS Code 02499G | • Sunset Coast International English School Pty Ltd
CRICOS Code 03274E |
| • Sunshine Coast English College Pty Ltd
CRICOS Code 01632D | • Lexis Asia Pty Ltd
CRICOS Code: 03459G |
| • Byron ELA Pty Ltd
CRICOS Code 03019J | • Lexis Sydney Education Pty Ltd
CRICOS Code: 02362B |