



BYRON BAY
ENGLISH
LANGUAGE
SCHOOL



TERMS AND CONDITIONS OF ENROLMENT

I, the student whose name appears below, hereby agree to enrol as a student at the Byron Bay English Language School on the following terms and conditions:

1. I agree to waive and release all claims against Byron Bay English Language School Pty Ltd (BBELS), its directors and its appointed agents for any loss, injury, accident, delay or expense resulting from participation in any of its courses, airport transfers and all accommodation arrangements. I also release BBELS, its directors and its appointed agents and agree to indemnify BBELS, its directors and its appointed agents with regard to any financial obligations or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause while enrolled in BBELS courses.
2. I understand that BBELS, its directors and appointed agents are not responsible for injury or loss suffered by me during periods of independent travel or absence from the enrolled courses.
3. If I become ill, injured, or incapacitated, BBELS, its directors, teachers, appointed agents and Homestay or farmstay family members may take such action as any of them considers necessary, including securing medical treatment for me and transporting me back to my country at my own expense. I release them from all liability related to such actions.
4. I understand that my participation in BBELS programs may be terminated at the discretion of BBELS, its owners and its appointed agents without refund of fees and that I may be sent home at my own expense if I do not adhere to BBELS rules, standards and instructions, at the school, café and any accommodation arranged and administered by BBELS.
5. I agree that the laws of Australia shall apply to this agreement and I agree to submit to the jurisdiction of the Australian law.
6. BBELS reserves the right to expel students for serious breaches of discipline. Fees will not be refunded in such cases.
7. I agree to allow BBELS to provide my personal information to Commonwealth and State agencies and the ESOS Assurance Fund Manager should it be required to do so.

Other Conditions of Enrolment

- You must follow the directives of BBELS staff and teachers at all times. Failure to do so, may lead to your expulsion from the school without refund
- Students holding a student visa must notify BBELS of their local address, while enrolled in a course, within 5 working days.
- Students under the age of 18 must agree to BBELS welfare arrangements outlined in a separate letter.
- Students are fully responsible for their educational and living expenses while studying at BBELS.
- Information is collected during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007, and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service Director. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

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- Students consent to BBELS making reasonable enquiries to DIBP regarding their visa and to sharing these details with Government and health Insurers for the purpose of ensuring that visa conditions for staying in Australia are maintained.
- BBELS has the right to share information about your course and progress with your sponsor, university or college or educational representative.
- Any photos or video footage taken at BBELS or by BBELS staff of BBELS students are the property of BBELS and may be used in reproduction of materials for promotional use without consent.
- BBELS, its representatives and staff, will not be held liable for any loss, damages, death, illness or injuries to people or property which occurs whilst students are on any activity or excursion organised by BBELS. It is the student's sole responsibility to take out insurance against such risks and we recommend that students travelling abroad take out comprehensive travel, accident and medical insurance in their own countries.
- Course material fee includes charges for internet, handouts and books. You are entitled to one text book for every 12 weeks of study. Students studying 5 weeks or less receive no text book. They can purchase one.
- By providing your private email address on this form or the BBELS registration form, you accept that you are giving permission to BBELS to communicate with you by email on any matters relating to your enrolment at BBELS.
- Entry to the following BBELS courses require a pre-requisite level of English; Cambridge and IELTS exam preparation
- You must actively participate in classes and complete all class work, assignments, activities and assessments in order to maintain satisfactory academic progress.
- Students are required to maintain a minimum of 80% attendance in order to receive a certificate on graduation. Students studying on a student visa can be reported to the Department of Immigration and Border Protection (DIBP) if they fail to maintain this attendance.
- Students are required to abide by the BBELS Code of Conduct, available in the Student Information booklet and on the BBELS website.
- BBELS has an internal complaints and appeals process and students can access this at reception.
- Additional information about students' rights and responsibilities under the Australian Government ESOS Act 2000 and National Code 2007 is available online at:
http://aei.dest.gov.au/AEI/ESOS/Quickinfo/ESOS_Framework_pdf.pdf

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