



## International Student Offer Letter and Acceptance Agreement

This document contains your Offer and Conditions of Enrolment at Discover English, CRICOS Provider Code: 03262J. When signed by you, this document will constitute a binding legal agreement between you and Discover English. Ensure you fully read and understand the terms of this Agreement before signing it.

### OFFER LETTER

Read every page. Complete appropriate sections. Initial every page, and sign and date last page.

15 March 2019

#### SECTION 1: PERSONAL DETAILS

Family Name: VARGAS PENA      Given Name: Fawer Andrey      Date of Birth: 22/12/1987  
Student No: 0000010464      Email Address: AT976845  
Visa Type: Student      Country of Birth: Colombia      Gender: Male

#### SECTION 2: COURSE DETAILS

CRICOS Course Code	Course Title	Hours per week*	Course Commencement Date	Course Finish Date	Course Duration
073679D	General English Beginner to Advanced	20	29/04/2019	13/09/2019	20 weeks

\*All courses consist of 20h of face to face course delivery plus 5h of optional self-study and 5h of electives per week.

All courses are delivered in full time face to face mode at 247 Collins Street, Melbourne, 3000, Victoria. Student Commencement and Orientation will take place on Monday 29 Apr 2019, at the College, 247 Collins Street, Melbourne. Please bring with you:

- your passport
- visa (printed copy if electronic visa)
- CoE
- your current address in Melbourne

If you have not yet completed a Placement Test at Discover English or have not submitted an evidence of your English proficiency (eg IELTS Certificate) you will need to take your test and are in Group One.

8:00 – 8:30	8:30 – 9:30	9:45 – 11:00	11:00 – 12:00
REGISTRATION Level 1 Reception	PLACEMENT TESTING Basement – Student Lounge	CAMPUS & CITY TOUR	TEST RESULTS & ORIENTATION (compulsory) Basement – Student Lounge

If you are an offshore student and have submitted evidence of your English proficiency level (eg: IELTS certificate) you are in Group Three.

9:00 – 9:30	9:45 – 11:00	11:00 – 12:00
REGISTRATION Level 1 Reception	CAMPUS & CITY TOUR	TEST RESULTS & ORIENTATION (compulsory) Basement – Student Lounge

The Confirmation of Enrolment for Overseas Students (CoE) will be issued when signed copy of this acceptance agreement and payment of fees has been received.

Your Overseas Student Health Cover (OSHC) will be arranged for you by Discover English.

We look forward to welcoming you and ensuring that your learning experience is both meaningful and enjoyable. If you would like further information about living in Melbourne, Discover English and our courses, please go to our website [www.discoverenglish.com.au](http://www.discoverenglish.com.au)

Kind regards,

Admissions Team  
[enrolments@discoverenglish.com.au](mailto:enrolments@discoverenglish.com.au)



### SECTION 3: FEES PAYABLE AND PAYMENT DETAILS

FEE NAME	AMOUNT
General English Beginner to Advanced ( CRICOS - 073679D ), Starts 29 Apr 2019 - Ends 13 Sep 2019, Length 20 weeks, 20 Lessons per week	\$4,800.00
Enrolment Fee	\$220.00
Material Fee 2018 \$70 per Course per Level	\$70.00
OSHC Single 6 months	\$298.00
<b>TOTAL:</b>	<b>\$5,388.00</b>

\*Textbook fees may be subject to change due to factors outside the control of the College. Student is required to purchase new textbook while levelling up. Student is responsible for replacement costs of any lost or damaged textbooks.

DUE DATE	AMOUNT
22/04/2019	\$5,388.00

\* For courses longer than 25 weeks, student is not required but can choose to pay more than 50% tuition fees before course start date.

#### Other Course Costs (as applicable)

Replacement Student ID	\$15.00	Student Photocopying	10c per page
Document Re-issue	\$5.00 certificate	Late payment fee	\$25.00 per week
Course Withdrawal	No refund applies after course commencement	Overseas Health Cover	For the proposed duration of your student visa

Student is required to cover International Bank Transfer fee. Please add this fee to the total amount while making payment. Student will not be able to commence the course until agreed payment has been received by Discover English.

Please arrange for funds to be forwarded by cash, cheque or telegraphic transfer to Discover English and email copy of payment to info@discoverenglish.com.au

Please include the student's name and number when transferring fees to the below accounts

Account Name:	Discover English Pty Ltd Trust Account
Swift Code:	NATAAU3303M
BSB Number:	082057
Account Number:	173210487
Bank Name:	National Australia Bank
Bank Address:	330 Collins Street, Melbourne, Victoria, Australia

#### CREDIT CARD

Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Expiry Date: \_\_\_\_ / \_\_\_\_ CCV: \_\_\_\_\_

Amount: \_\_\_\_\_

The Goods & Services Tax (GST) of 10% is inclusive in Accommodation Fees, Textbook Fee, OSHC and Airport Transfer Fee.



## STUDENT AGREEMENT

### SECTION 4: GENERAL TERMS AND CONDITIONS

#### 4.1 GENERAL

1. Upon the student's enrolment at the College, and subject to payment of required fees, a binding contract (Written Agreement) is created between the student and the College.
2. The laws of the Commonwealth of Australia and the States govern the contract between the Student and the College.

#### 4.2 ENROLMENT AND ATTENDANCE

1. The student's enrolment shall not be deemed as accepted until all required fees have been received by the College.
2. The College reserves the right to discontinue or alter any course date, tuition or service fee, policy, location, timetable or staffing without prior notice.
3. The College may vary conditions of enrolment as may be necessary to comply with any law or regulation of the Commonwealth of Australia or the States.
4. The student agrees to be bound by the rules and regulations of the College in force during any and all enrolments and otherwise to follow acceptable codes of behaviour, attendance and academic performance and show due concern for other students.
5. Changes to student enrolment and/or any breaches by the student of enrolment conditions will be reported to the Department of Home Affairs (DHA) as required under the Education Services for Overseas Students (ESOS) Act 2000, the ESOS Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code 2018). The College reserves the right to request updates from the DHA on any action taken.
6. Transfer between courses and colleges must be approved by the Academic Manager or Student Support Officer.
7. If an enrolled student obtains permission to transfer to another course within the College all unearned fees paid will be credited to the new course.
8. Transfer to other educational institutions will be treated as a withdrawal from the College and the relevant government authorities will be advised accordingly. The student visa status may be affected. Under the National Code 2018, a student cannot transfer to another Provider prior to the student completing six months of his or her principal course of study.
9. The College can only defer or temporarily suspend the enrolment of the student on the grounds of compassionate or compelling circumstances or student misconduct.

*Compassionate or compelling circumstances include but are not limited to:*

- Serious illness or injury (where a medical certificate states that the student was unable to attend classes),
- Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided),
- Major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies,
- Involvement in, or witnessing of a serious accident or crime,
- Implementation of an intervention strategy for unsatisfactory course progress;

*Student misconduct which includes but is not limited to:*

- Acts of discrimination,

*Sexual harassment,*

- Vilification or bullying,
- Violence,
- Vandalism,
- Cheating or plagiarism,
- Serious breach of Discover English Charter of Behaviour,

10. A student's enrolment may be cancelled as a result of:

- Student completing course early
- Student transferring to another provider
- Student notifying of cessation of study including failing to return to study after a scheduled student break
- Non-payment of fees
- Disciplinary reasons / student misconduct
- Student dying
- Student no longer holding a student visa
- The college being unable to deliver the course
- Non-compliance with student visa conditions (including breach of attendance requirements)
- satisfactory course progress

#### 4.3 ACADEMIC HONESTY

While the student is studying at Discover English Pty Ltd, they must not engage in any activity that involves attempting to receive a grade for course work assessments by means other than honest effort, for example:

- The student must not knowingly procure, provide or accept any materials that contain questions or answers to any examination or assignment to be given at a subsequent time.
- The student must not complete in part, or in total, any examination or assignment for another person.



- The student must not knowingly allow any examination or assignment to be completed, in part or in total, for the student by another person.
- The student must not plagiarise, or copy the work of another person and submit it as their own work.
- The student must not employ unauthorized aids when undertaking course work.
- The student must not without proper authorization and specific direction, alter any previously graded class assignments, or examinations and then re-submit them for re-grading.
- The student must not provide their assignments in part, or in total, to any other student in current or future classes of the course.
- The student must not procure or accept assignments from current or prior classes of the course.
- Collaborate with other students to develop, complete or correct course work assessments is limited to activities explicitly authorized by the teacher.
- The student must not use other students' course work assessments in part or in total to develop, complete or correct their course work assessments.

#### **4.4 VISA REQUIREMENTS – ATTENDANCE AND ACADEMIC PROGRESS**

1. Students are required to undertake a full-time study workload of 20 contact hours per week and achieve a minimum rate of progress that will enable them to complete the course in the time frame stated in their confirmation of enrolment.
2. Students are required to maintain the attendance level above 80% at all times during their course. Students with attendance below 80% will not receive a graduation certificate.
3. Students arriving late, or leaving early classes early will be marked absent for that session. Students who do not respond to warning letters may be reported to DHA which may result in the cancellation of their student visa.
4. For full Monitoring Attendance and Course Progress policy refer to Student Handbook available on [www.discoverenglish.com.au](http://www.discoverenglish.com.au)

#### **4.5 OSHC INFORMATION:**

1. It is an Australian Government requirement that all students studying on a student visa are covered by Overseas Student Health Cover (OSHC). The payment listed in the student's offer details covers the length of the student's course at the College. If the student prematurely withdraws from their course and returns home, the prepaid portion may be refunded by the Health Cover Provider, upon request.
2. Students accompanied by family must pay the OSHC family fee.
3. The College will process the student's payment with BUPA. The student will be advised on how to collect their card during orientation.

#### **4.6 EMPLOYMENT AND LIVING COSTS**

1. International students are permitted to work up to 40 hours per fortnight during terms and full time during term holidays, provided that work does not interfere with their studies. It is recommended that students budget for annual living costs of at least AU\$20,290 (as of 1 Feb 2018) above their tuition fees.
2. Students who have school-aged dependents (i.e. unmarried children between 5 and 18 years old) accompanying them to Australia for more than three months are required to ensure that adequate arrangements have been made for their schooling. Their dependents will be charged the full college fee if they are enrolled in either a government or non-government college.

#### **4.7 COMPLAINTS AND APPEALS**

Where a complaint cannot be resolved informally, or a student wishes to appeal against the decision of Discover English to report them to DHA for breach of visa conditions, students may lodge a formal complaint or appeal. All complaints/appeals should be addressed in writing. A formal complaints/appeals proforma is available from staff at Reception on level 1 or the Discover English website. Students' enrolment will be maintained throughout the complaints and appeals process until the matter is resolved. In cases where the student is not satisfied with the result or the conduct of the complaint/appeal they can seek external arbitration by contacting Overseas Students Ombudsman. The full Complaints and Appeals Policy and Procedure can be obtained at the Discover English website: [www.discoverenglish.com.au/download](http://www.discoverenglish.com.au/download). Complaints and Appeals processes do not circumscribe a student's right to pursue other legal remedies. This agreement, and the availability of a complaints and appeals process, does not remove the student's right to take action under Australia's consumer protection laws.

#### **4.8 CONSUMER PROTECTION**

*"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"*

#### **4.9 CONDITIONS OF ACCEPTANCE**

##### **TUITION FEES**

- I agree to pay all fees charged directly to me arising from this acceptance.
- I understand that the Terms and Conditions of my enrolment specify that tuition fees are payable in advance (prior to course commencement) and that enrolment will not be deemed as accepted until all required fees have been received by the College.
- I understand that if my course is longer than 24 weeks I am not required to pay more than 50 per cent of tuition fees before I start my course, but may pay more if I choose to.

Discover English Pty Ltd T/A Discover English | CRICOS Code: 03262J | ACN 142 642 742 | ABN 83 142 642 742

247 Collins Street, Melbourne Victoria 3000 Australia

Email: [info@discoverenglish.com.au](mailto:info@discoverenglish.com.au) Website: [www.discoverenglish.com.au](http://www.discoverenglish.com.au)

Tel: +61 3 9602 4800 Fax: +61 3 9602 4877

FOAD061 Acceptance Agreement Form 29/01/2018 Version 12

Student Initials FAVP



- I understand that should I fail to pay tuition fees due in accordance with the Terms and Conditions of enrolment, I may be excluded from class and I may be reported by the College to DHA.
  - I understand that I may be charged with financial penalty for late enrolment or late payment.
2. ENROLMENT CONDITIONS
- I confirm that all the information provided in my application is complete and correct.
  - I have read all the Discover English Pty Ltd rules and regulations provided in the student handbook and/or on the Discover English Pty Ltd website and I agree to abide them.
  - I understand that continuation in the course/s is dependent upon satisfactory academic progress and 80% attendance. Failure to meet these conditions might result in my case being reported by the College to DHA;
  - I understand that it is compulsory to be covered by Overseas Student Health Cover while I am on a student visa.
  - I understand that I am not eligible to transfer to another registered provider, without permission from the College, until I have completed six months of my primary course of study.
  - I have read and understood and agree to abide by the statement regarding academic honesty.
  - I agree to undertake a testing requirement prior to any course entry, if deemed necessary by Discover English Pty Ltd and adhere to any other pre-requisites identified above.
  - I have read and understood the statement regarding Deferment, Suspension or Cancellation of Study During Enrolment Policy
  - I understand that there is an English Only policy at the college and I agree to abide by this rule
  - I agree to follow school's Charter of Behaviour
  - I understand I cannot choose my timetable
  - I am required to arrive on campus in time for enrolment and orientation. I understand failure to commence the course on the scheduled commencement date without contacting Discover English Pty Ltd; will result in my enrolment being cancelled and the Department of Home Affairs notified accordingly.
3. CONTACT DETAILS
- I understand that it is one of my student visa conditions that I must advise the College of my Australian residential address within seven (7) days of my arrival in Australia and must advise any changes of address within seven (7) days. Failure to do this may mean that I do not receive important information which may affect my course, my enrolment or my student visa.
  - I understand that the provision of incorrect information may result in the cancellation of my enrolment by the College.
  - I understand that I must also notify the College of any change to any of the following, within 7 days of such change.
    - ↳ Name
    - ↳ Mobile/landline telephone number(s) and contact details
    - ↳ Email address
    - ↳ Visa status
    - ↳ Emergency contact details

#### 4.10 PRIVACY

1. Personal information of students will be held by the College and may be accessed and used by people employed or engaged by the College in the delivery of services to the student.
2. Information is collected in order to meet our obligations under the ESOS Act and the National Code 2018 to ensure students compliance with the conditions of their visas and their obligations under Australian Immigration Laws generally.
3. 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 Providers of Education and Training to Overseas Students 2018 (National Code 2018).
4. Information collected about the student on this may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Protection Services. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition. In other instances, information collected on this form can be disclosed without the student's consent where authorised or required by law.
5. The provision of information is voluntary, but if this information is not provided, the College may be unable to process student enrolment. Students have a right of access to, and correction of, personal information in accordance with Privacy Legislation and the College's Privacy Policy. Please refer to the Privacy Policy section in the Student Handbook available on [www.discoverenglish.com.au](http://www.discoverenglish.com.au)

#### SECTION 5: REFUNDS

##### Definitions:

**ESOS Act** – the Education Services for Overseas Students Act 2000;

**National Code** – the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students established under ESOS Act;

**TPS** – Tuition Protection Scheme

**Enrolment** – a full period of study as submitted on the application form

**Commencement date** – commencement of enrolment in the original offer letter. When student enrolls for multiple courses, the earliest commencement date is used and all course components constitute of full enrolment.



#### **REFUND POLICY CONDITIONS AND PROCESSES**

Discover English Pty Ltd reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, should it be necessary. In such circumstances, if the course is postponed by more than four weeks, and if a student is unable to enrol in a similar course at Discover English Pty Ltd, all fees will be refunded. If the course is cancelled and if a student is unable to enrol in a similar course at Discover English Pty Ltd, all fees will be refunded within 14 days, in accordance with the requirements of the ESOS Act. A refund of the fees will only be granted in accordance with the refund policy set out below.

#### **REQUESTS FOR REFUND OF TUITION FEES**

Application for a refund of tuition fees in accordance with this Refund Policy must be made in writing, using the request for refund proforma, stating reasons and relevant details. This must be submitted by email, with attached supporting documents to [info@discoverenglish.com.au](mailto:info@discoverenglish.com.au).

#### **APPROVALS**

All refunds must be approved by the CEO or a nominated person. Exemptions to any of the above mentioned cases may only occur where the student has extenuating or compassionate grounds as determined by the PEO.

#### **PAYMENT OF REFUND**

1. All refunds for which a student is eligible will be forwarded to the person who paid the fees in his or her home country, unless written authorisation is given by the student in favour of another party.
2. Except for the situation of visa rejection or provider default where the tuition fees are refunded within 14 days, all refunds due to student default will be made within 28 days.
3. Course fees are not transferable to another person.

#### **NO REFUNDS**

- ↳ Enrolment and Accommodation Placement Fees are non-refundable.

#### **STUDENT DEFAULT**

A student is not eligible for a refund in the event of a student default. Situations of student default include the following:

- ↳ The student breaches a condition of his or her student visa;
- ↳ The student fails to start the course on the agreed start day or attend classes and fails to inform the College in writing;
- ↳ Misbehaviour by the student; or
- ↳ The student withdraws from the course after the agreed start day.

#### **DEFAULTS BY THE COLLEGE**

1. Situations of the College in default include the following:
  - ↳ The course does not start on the agreed starting day; or
  - ↳ The course ceases to be provided at any time after it starts but before it is completed; or
  - ↳ The course is not provided in full to the student because a sanction has been imposed on the registered provider by the authorities; and
  - ↳ The student has not withdrawn before the default day
2. In the unlikely event that the College is unable to deliver the course in full, the College will notify the Tuition Protection Service (TPS) Director and Students within three (3) business days of the Provider default and will have a period of fourteen (14) days to satisfy its tuition protection obligations in relation to an affected student.
3. The student will be offered a place in a suitable alternative course at the College or another provider, at no extra cost to the student, or will be provided with a refund of **all unspent** Tuition fees. The refund will be paid to the student within two weeks of the day on which the course ceased being provided. The refund will be paid directly to the student or another person who has been authorised by the student in writing.
4. The student has the right to choose whether to receive a refund of the unspent Tuition fees, or accept a place in another course at the College or at another provider.
5. If the College is unable to provide a refund or placement in an alternative course, or if it appears to the TPS Director that the College is unlikely to satisfy its tuition protection obligations, the student will have access to an on-line placement facility under the TPS. If a student requires any assistance with the placement process, a TPS Administrator or service provider will be available to help the student to place them in a suitable alternative course, or if this is not possible, they will be eligible for a refund as calculated by the TPS Director.

#### **VISA REFUSAL**

Where a visa application is refused before commencement of the course, the amount of the refund payable by the College is the sum of both tuition and non-tuition fees received by the College in respect of the student (the course fees), less a small amount to account for administrative costs that the College may have incurred in enrolling the student and undertaking other activities in preparation for providing the course to the student. The small amount of course fees that the College will retain on account of administrative costs is either:



- 5% of the amount of course fees received; or
- \$500; whichever is less

In the event that an extension to the student visa is not granted and the course has commenced, Discover English will refund the unused portion of the prepaid tuition fees less \$220 enrolment fee.

In both circumstances, the student must show proof of refusal and evidence of payment to the College.

#### **WITHDRAWAL FROM COURSE OF STUDY**

Notification of withdrawal from a course of study must be made in writing and signed by the student. Refund for withdrawal will be calculated based on the date the notice of withdrawal and will be as indicated in the following tables:

##### **Before commencement of course:**

More than 4 weeks before initial course commencement	60% refund of tuition fees paid
4 weeks or less before initial course commencement	50% refund of tuition fees paid

##### **After commencement of course:**

No refund
-----------

#### **ACCOMMODATION FEES**

- If written cancellation is received 14 days prior the homestay commencement date, a full refund of homestay fees paid (the first 4 weeks) is available.
- If written cancellation is received less than 14 days prior to the homestay commencement date, a refund is available less a cancellation fee of 2 weeks' homestay fees.
- If written cancellation is received on or after the homestay commencement date, no refund is available.
- If a visa application is not granted, a full refund of homestay fees will be made, provided that sufficient evidence of visa refusal is given to the college by the refusing Australian Authority.
- Student Lodge Fees - refunds of any monies received by Discover English Pty Ltd on behalf of the student for services other than tuition fees must be requested from the company delivering the service and will be subject to the respective company's refund policies (unless in case of visa rejection).

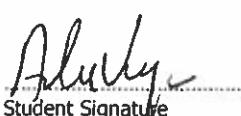
#### **AIRPORT TRANSFER FEES**

- If written notification of cancellation is received 48h prior to airport transfer, a full refund is available.
- If a student fails to advise the college or the airport pickup company about the change of flight at least an hour before an original arrival time in Melbourne, there is no refund.

---

#### **ENROLMENT ACCEPTANCE DECLARATION**

I, FAWEL ANDREW UNGAS, acknowledge that I have read and understood this Letter of Offer and Student Agreement and hereby accept the offer of a place at Discover English Pty Ltd.  
I agree to all the conditions of enrolment as detailed in this agreement.

  
Student Signature

15-Mar-2019  
Date

Student Name (PRINT)

This agreement must be signed and returned to Discover English Pty Ltd prior or in conjunction with making payment, as an indication that you accept the offer of enrolment and the terms and conditions imposed when studying with Discover English Pty Ltd. Discover English will not accept or process course fee payment until we receive this signed Acceptance Agreement.



**Keep a copy of the signed Student Agreement and receipts of any payments of tuition or non-tuition fees for your own records and return the signed Student Agreement (all pages) to the College.**

Discover English Pty Ltd T/A Discover English | CRICOS Code: 03262J | ACN 142 642 742 | ABN 83 142 642 742

247 Collins Street, Melbourne Victoria 3000 Australia

Email: [info@discoverenglish.com.au](mailto:info@discoverenglish.com.au) Website: [www.discoverenglish.com.au](http://www.discoverenglish.com.au)

Tel: +61 3 9602 4800 Fax: +61 3 9602 4877

FOAD061 Acceptance Agreement Form 29/01/2018 Version 12

Student Initials FAUP