

STUDENT APPLICATION TERMS & CONDITIONS

TERMS AND CONDITIONS

General information

Focus Language School reserves the right to change its fees, cancel or offer courses, and to alter course timetables at any time without notice. This agreement is made in accordance with the ESOS Act 2000, ESOS Regulations 2019 and National Code 2018. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws. The student must meet the following DHA student visa conditions:

- Achieve satisfactory academic performance and attendance and ensure that the student is able to complete their course within the specified timeframe as stated on their CoE;
- Maintain payment of tuition fees (requests for temporary suspension of studies may be denied if fees are outstanding);
- Maintain Overseas Student Health Cover (OSHC);
- Notify the school within 7 days if the student changes their residential address;
- Remain enrolled at Focus Language School for the first 6 months of their principal course.

The student's enrolment may be deferred, suspended or cancelled if:

- The student does not maintain satisfactory course progress or attendance;
- The student fails to inform Focus Language School of any change to their personal contact details, including Australian residential and email address and contact telephone number(s);
- Failure to settle tuition fees
- The student takes leave without obtaining written permission from Focus Language School;
- The student fails to follow the standards of conduct and behaviour in accordance with the rules of their Student Visa and those of Focus Language School.

The student must read the ESOS Framework information displayed on the Focus Language School website.

The Education Services for Overseas Student Act (ESOS) 2000 and regulations 2019 set out the legal framework governing the delivery of education to overseas students studying in Australia on a student visa. It is the student's responsibility to seek independent advice prior to signing the enrolment agreement with Focus Language School. In the event of an urgent medical circumstance when a student requires medical attention, Focus Language School will seek appropriate medical care, on behalf of the student.

Dependants of student visa holders

Any school-age dependants accompanying an international student must attend an Australian school and may be required to pay full fees.

Transfer between providers

A student must remain enrolled at Focus Language School for the first 6 months of their principal course. The student may only transfer to another provider within the first six (6) months of the principal course by obtaining a formal agreement in writing from Focus Language School in certain limited circumstances.

Orientation

A student must attend an Orientation Program (detailing course content, assessment requirements and course outcomes etc.) at the commencement of their study as a requirement of their student visa

English Language proficiency

An English Language proficiency assessment is compulsory for students enrolling at Focus Language School. A placement test or equivalent method of measurement will be provided.

Attendance

Students must maintain a satisfactory attendance of 80% minimum

or they place their Student Visa at risk. In certain limited circumstances, students may defer or temporarily suspend their studies during the course by obtaining a formal agreement in writing from Focus Language School. Students can apply for a programmed break after 12 weeks of study (subject to study break conditions and prior approval by Focus Language School). This should be pre-arranged and stated in the Letter of Offer/Enrolment Agreement.

Completion Requirements for English Courses

If a student does not meet the minimum requirements of the course, a Certificate of Successful Completion will not be issued, and the student will receive only a Statement of Participation.

Complaints and Appeals

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.

PERSONAL INFORMATION

Information is collected on this form and during your enrolment in order to meet our obligations under the legislative instruments stated below to ensure student compliance with the conditions of their visas and the 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 2019* and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018*. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities in accordance with the *Privacy Act 1988* and, if relevant, the Tuition Protection Scheme and the ESOS Protection Fund Manager. In other instances, information collected on this form or during our enrolment can be disclosed without your consent where authorised or required by law. This information includes but is not limited to the student's personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition. The student agrees that Focus Language School may contact them by email or text message (SMS) on the contact details supplied by the student for any information Focus Language School deems necessary. The student agrees that Focus Language School will release information related to their enrolment, attendance and account details to their education agent. The student's personal information will not be disclosed to any third party without their consent, unless authorised or required by law. The student has a right to access personal information that Focus Language School holds, subject to legislation. The student agrees that any photos or testimonials are the property of Focus Language School and may be used in printed and digital promotional material. The student agrees automatically to become Focus Language School alumni upon graduating and agrees to be emailed from time to time to provide feedback to Focus Language School as to their career progression and further study.