

Terms and Conditions

The contractual entity that will be providing the services to you and that you agree these terms and conditions with is determined by the country in which you will be studying.

In the **UK** this is Embassy Educational Services (UK) Limited (Company Registration Number 1599830, whose registered address is 1 Billinton Way, Brighton, BN1 4LF.

In the **US** this is Center for English Studies, LLC, whose registered address is 330 7th Avenue 2nd Floor New York NY 10001.

In **Canada** this is Study Group Canada, Limited. Co no. 3229099, whose registered address is 2900, 10180-101 Street, Edmonton, Alberta T5J 3V5 Canada.

In **Australia** this is Study Group Australia Pty Limited. ACN 070 919 327 of Level 24, 201 Elizabeth Street, Sydney NSW 2000, Australia.

In **New Zealand** this is Study Group NZ Ltd. Co no. 1012808 whose office is at 75 Karangahape Road, Newton, Auckland, New Zealand.

1. Payment of Fees

Visa documents are issued when appropriate payment has been received.

In **Australia**, students with multiple study periods must pay the total due on enrolment before visa documents are issued and no later than 14 days before arrival. Subsequent instalment payments must be received in accordance with the due dates stated on the invoice.

In **California**, students with programmes more than 16 weeks in duration may elect to pay in full or to pay tuition in instalments. Students choosing to pay in instalments must pay the total due on enrolment before visa documents are issued and no later than 14 days before arrival. Subsequent instalment payments may be received in accordance with the due dates stated on the invoice. Instalment due dates for each course are determined according to the length of the programme. Instalments will be no more than the equivalent of 16 weeks' worth of the programme tuition until the programme duration midpoint, when any outstanding balance must be received in full.

If the student chooses to pay in their local currency, a foreign exchange rate will apply. The applicable exchange rate can be viewed online as at the time and date of the payment.

Bank charges and commission for both the sending and receiving banks should be paid by the sender of funds or they will be applied to the account of the Embassy English Representative or if no representative, then to the account of the individual from whom Embassy English has received the original direct payment.

2. Services

Embassy English reserves the right to change details of its services, including courses, facilities, schools, accommodation, and course dates, where circumstances beyond Embassy English'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, Embassy English reserves the right to place the student in a class appropriate to the student's language level and/or a different curriculum. Where this results in extending the duration of a student's course, Embassy English may need to issue a new Certificate of Enrolment. Students may be transferred to the nearest Embassy English Centre running a lower level course. Minimum age for individual students travelling without adult supervision is 16 years at course start date.

4. Changes to Enrolments

Embassy English reserves the right to charge an Administration Fee (GBP50; USD80; CAD80; AUD120; NZD90) each time course or accommodation details are changed or cancelled after a place has been confirmed. Additionally, when a change request for a previously confirmed accommodation is received less than 7 days in advance of the scheduled arrival date, an equivalent week's accommodation penalty fee will be charged. These fees 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 Embassy English cannot be held liable for operational errors, and an additional Transfer and/or Administration Fee may be applied.

6. Accommodation and Travel details

Accommodation and transfer confirmations* will be provided 14 days prior to course start date for all enrolments received more than 4 weeks in advance of course start date. Accommodation and transfer confirmations* will be provided no less than 4 days prior to course start date for all enrolments received less than 4 weeks in advance of course start date. If travel information is received less than 2 working days prior to the scheduled arrival date then Embassy English may not be in a position to provide the transfer or accommodation service for the weekend of arrival.

*Provided travel details and payment in accordance with your payment arrangement has been received.

7. Accident and Medical Insurance

It is necessary that all students have appropriate accident and medical insurance. Students must provide proof of adequate cover at enrolment. Embassy English also offers insurance coverage called StudyCare. Cover under the StudyCare insurance policy does not commence until the insurance fees, which are non-refundable, have been paid in full. StudyCare is not available to students within Australia. In the **UK**, students not wishing to take StudyCare must present an equivalent insurance certificate or European Health Insurance card on arrival. In the **USA** and **Canada**, students not wishing to take StudyCare must present an equivalent insurance certificate on arrival. In New Zealand students who are covered by an alternative insurance policy must have a level of cover at least equivalent to that offered by StudyCare. Students without insurance must take StudyCare. In the **USA**, StudyCare is mandatory for students taking English in Action. In **Canada**, StudyCare is mandatory for students taking the International Internship Programme and the Work Placement programme. In **New Zealand**, having appropriate and current medical and travel insurance is compulsory for all international students. This is a New Zealand legislation requirement under the Code of Practice for the Pastoral Care of International Students, found on their website at www.legislation.govt.nz/regulation/public/2016/0057/latest/DLM6748147.html. 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. 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 English 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. There will be no refund of OSHC Insurance post-arrival.

8. General Refund Policy

Embassy English defines a full course of study as the initial enrolment period. Extensions are considered new enrolment periods. All refunds will be sent to the account of the Embassy English representative/agent from whom the fees were originally paid or, if there is no representative/Agent on the account, to the individual from whom Embassy English has received the original direct payment. In **ANZ** if a student's visa application is rejected after payment has been received, all fees, excluding any cancellation fees detailed in the Cancellation Policy below, will be refunded within 28 days, provided a visa refusal letter is received by our International Admissions Centre at least 2 working days (for **UK** and **Canada**, 10 working days) before the course is due to start and the student has fulfilled all requirements for a visa application. In the **USA** students in San Diego and San Francisco must sign a California State Enrolment & Refund Agreement form. Refunds will be processed according to these terms and conditions. In **New Zealand** the refund will be paid directly to the student or another signatory as agreed by the student (or the student's parent or legal guardian). 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 based on a visa denial provided the International Admissions Centre receives the visa denial letter. However, a refund will not be provided in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documentation. If Embassy English defaults, the student is eligible to receive a refund of the unexpended pre-paid tuition fees which the student has paid to Embassy English. The refund amount will be based on the portion of tuition for which the student has paid but for which tuition has not yet been received. In the unlikely event that Embassy English is unable to deliver a course in full, the student will be offered the refund amount in accordance with the above paragraph. 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 Embassy English 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 English will ask them to sign a document to indicate acceptance of the placement. If Embassy English is unable to provide a refund or to place the student on an alternative course, the Australian government's Tuition Protection Scheme's (TPS) director will provide access to a suitable alternative course.

9. Cancellation Policy

Embassy English defines "cancellation" as a change occurring before the start date of the 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, or Administration Fee are non-refundable (In the **USA**, maximum of \$500). In **Australia**, Embassy English further reserves the right to withdraw or cancel an offer at any time in circumstances where evidence of non-genuine temporary entrant status is identified.

In such instances, the following refund policies apply: 100% tuition Fee, Enrolment Fee, Courier Fee, Accommodation Placement Fee, or Administration Fee. However, a refund will not be provided in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documentation.

10. Tuition Refunds before Arrival

In the **UK** and **Canada**, 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, enrolment fee, and added administration fees are non-refundable (In the **USA**, not to exceed \$500). Where cancellations are received in writing 14 days or less prior to the first course start date students will be charged GBP250 (**UK**) or CAD350 (**Canada**), in addition to the fees listed in this paragraph. In the **USA**, students will be refunded tuition fees in full, less fees not exceeding \$500.

In **Australia**, for pre-arrival Student visa refusal, the following applies: Embassy English agrees to refund within 28 days, tuition and non-tuition fees paid where the student produces acceptable certified evidence that the application made for a student visa was rejected by a visa-issuing authority. The amount of the refund is the fees paid by or on behalf of the student, minus the lesser of the following amounts that will be retained:

- 1) 5% of the amount of fees received (pre-paid tuition fees, non-tuition fees)
- 2) \$230.

For non-student visa refusal and general cancellation, including student visa applicant, the following applies: Students will be charged the enrolment fee plus 30% of total tuition fees, as well as all other sundry fees if cancelling prior to the start of their course.

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

Accommodation Refunds before Arrival

- a) Students cancelling or deferring their accommodation less than 14 days before arrival will be charged an amount equal to 1 week of accommodation (except in **USA**).
- b) Students cancelling or deferring their accommodation less than 2 working days before arrival, an amount equivalent to 4 weeks of accommodation will be charged, or the full accommodation fee if the booking is less than 4 weeks in duration (except in the **USA**).

In the **USA**

- a) For cancellations more than 7 days prior to the accommodation start date, full accommodation costs, less fees, will be refunded.
- b) Students cancelling their accommodation 7 days or fewer before arrival will be charged an amount equal to 1 week of accommodation.
- c) For cancellations less than 48 hours before arrival, 28 nights of accommodation will be charged or the full accommodation fee if the booking is less than 28 nights in duration.

11. Withdrawal Policy

Embassy English defines withdrawal as termination of a course after the first course has started. Any withdrawal must be made in writing to the Centre Director of the Embassy English school where the student is studying. Enrolment Fee, Courier Fee, Accommodation Placement Fee, Administration Fees, and StudyCare or OSHC 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 tuition fees will be made. In the **USA** refunds are calculated from the Friday of the last week of attendance.

- a) If a student has completed less than 60 percent of the initial enrolment period or any subsequent enrolment period, i.e. extension, Embassy English will retain a pro-rated amount of tuition at the non-discounted (General English) rate.
- b) If a student has completed more than 60 percent of the total enrolment period, Embassy will not refund any unused tuition.
- c) No Shows: Full tuition fees will be refunded.

When determining the number of weeks completed by the student, Embassy will consider a partial week the same as if a whole week were completed. All refunds due will be made 45 days following the date of cancellation and paid to the account from which original payment was made. In the **UK, Canada, and Australia** no tuition fees will be refunded to students who notify the Embassy English Centre of their withdrawal after the commencement of their first course. 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 English course.

In **New Zealand**

- a) 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.
- b) 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.

c) 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 28 nights 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, less the administration fee. Local policies may apply depending on provider and are available upon request.

12. Visas

Students should contact their local embassy, Consulate or High Commission to ensure they are allowed to enter and study in their chosen country. If a student does not possess or maintain a valid visa status in accordance with the visa conditions then their course will be terminated without refund.

In the USA Embassy English 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:

- The student's home address
- Proof of sufficient funds to meet tuition and living expenses such as a current bank statement or a letter from their bank
- A letter or notarised affidavit guaranteeing support from their parent or employer or sponsor
- Copy of Students Passport photo page.
- Student's personal email address

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

13. Holidays

Embassy English schools will be closed on public holidays and no compensation is provided for missed days due to public holidays. All students in the USA and UK in Homestay accommodation over the Christmas and New Year period will be charged a seasonal supplement of GBP50 (UK) or USD100 (USA) per week. For Holiday policies, please refer to our website at embassyenglish.com/global/holiday-dates for complete listing.

In the USA and Canada: For every 6 consecutive weeks attended, the student will be eligible for 1 week of a session break. In the USA, students must attend a minimum of 12 weeks of class before being eligible for a session break. Accrued vacation break time may not exceed 8 weeks. If a portion of accrued session break time is taken, the remainder is not transferable to a later date. Session breaks may not be booked prior to arrival. Student may request session breaks after arrival and be approved according to visa regulations.

In the UK: Holidays may be booked before or after arrival in Centre.

In Australia: Up to 2 weeks holiday after every 12 weeks of study, to a maximum of 4 weeks in 1 year. Holidays must be booked pre-arrival.

In New Zealand: Holidays may be booked after arrival provided the holiday falls within the end date of the visa.

14. Resolution of Disputes

In the event of a dispute between an individual student and Embassy English, procedures are in place to facilitate the resolution of the dispute. Any complaint should first be made to the student's Embassy English Centre Director. 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 communicate in writing to the local Embassy English Head Office (see back cover).

In Australia, students may lodge an external appeal or complain about this decision through the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider. See the Overseas Students Ombudsman website www.oso.gov.au or phone 1300 362 072 for more information.

In New Zealand students may contact NZQA at www.nzqa.govt.nz or email quadrisk@nzqa.govt.nz. For a financial dispute students can contact Student Complaints.

15. Liability

Embassy English 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 English will not be liable in the event that any service contracted to be supplied by Embassy English becomes impossible to supply for any reason or any cause outside the control of Embassy English.

16. Valid prices

Prices are valid from 1 November 2018. Prices are subject to change without notice and will only be confirmed upon invoicing. For current prices please refer to embassyenglish.com. Agents should refer to the Partners website: embassyenglish.com/partners

17. Expulsion

Embassy English reserves the right to expel or evict from accommodations and courses arranged by Embassy English any student whose conduct is unsatisfactory at the discretion of the Centre Director. Unsatisfactory conduct includes but is not limited to; threatening behaviour, bullying, illegal activities, drug use, inappropriate alcohol use or repeated non-attendance of class.

In Australia, New York, and California centres, a student has the right to appeal against such a decision and details of that process are available from Embassy English. 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.

18. Promotional Activity

The student (and, where applicable, his or her parent or guardian):

- Agrees that the student's photographs, videos, artwork or other works, as well as recorded or written testimonials and details of the student's achievements (hereto referred to as "Student Images and Testimonials") may be used by Embassy English and its parent company Study Group, or by a third party agent of Study Group, worldwide for promotional purposes including in its printed and online marketing materials and on any social media network without further consent or notification; and
- Gives consent to Embassy English and to its parent company Study Group storing, or transferring across international borders, copies of the Student Images and Testimonials for such purposes.

19. Student Promise – Progress Guarantee

For the purposes of this clause the following terms have the following meanings:

"Entry Level" Means the level of English you start your course with, as agreed with you on or around the first day of your course and recorded as your entry level on My Embassy English Student Dashboard.

"Progress" Means achieving or exceeding your Target Level.

"Study Plan" Means the expected improvement in your English over the duration of your course to go from the Entry Level to the Target Level as recorded on My Embassy English Student Dashboard.

"Target Level" Means the level of English you will aim to finish your course with (taking into account your Entry Level and chosen course), as agreed with you on or around the first day of your course and recorded as your target level on My Embassy English Student Dashboard.

19.1 Subject to clause 19.2 below, if on your final assessment you do not Progress, you will be entitled, at your option, to either:
19.1.1 a refund of a proportionate amount of your tuition fee calculated from the date your English level was last below your Study Plan until the date of your final assessment; or
19.1.2 Additional lessons at no additional tuition cost until you Progress (subject to you having a legal right to continue your studies).

19.2 The options set out in 19.1 shall only apply if and when the following apply:
19.2.1 Your course is either the Standard or Intensive General English course for at least 12 consecutive weeks,
19.2.2 Your attendance at classes is 95% or higher,
19.2.3 You have completed all homework assignments on time,
19.2.4 You have completed all weekly unit reviews,
19.2.5 You have completed all tests on time as part of your Study Plan; and
19.2.6 You have taken advantage of all additional support that may have previously been offered to you where your English has been identified as behind your Study Plan

20. Data Protection

Any information provided to Embassy English may be held on computer and shall be used in accordance with its data protection registration and the national data protection laws applicable. Embassy English may disclose appropriate personal data, including sensitive personal data of a medical nature, to relevant Embassy English staff and third parties where there is a legitimate need or obligation to do so. We will not share sensitive information about students to any third party without their consent unless there are exceptional circumstances, such as when the health and safety of student and others is at risk or where the law requires us to do so. Our Privacy Policy is available on the Embassy English 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, and Tuition Protection Service (TPS). Visit the website <https://internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx> for Education Services for Overseas Students (ESOS) Legislative Framework/Regulations and <https://tps.gov.au> for an overview of the Student Tuition Protection Service (TPS). A student who has any concerns about these matters after arrival at Embassy English, should contact the Centre Director.

b) Information provided may be made available to Commonwealth and State agencies and the TPS Administrator of the Tuition Protection Service; administrator@t.p.s.gov.au, as part of our obligations under the ESOS Act 2000 and the National Code.

- Each student must notify the campus of any change in their contact details or address while enrolled in the course.
- All courses offering fewer than 24 lessons (20 hours) per week are not available to student visa holders.
- CRICOS Provider Name: Study Group Australia Pty Limited. CRICOS Provider Code: 01682E.
- 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.
- 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.
- Average living expenses Australia: AUD20,000 per year. New Zealand: NZD18,000 per year.

22. Further Information: New Zealand

- 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 Embassy English school closing prior to the conclusion of courses, school fees will be refunded on a pro-rata basis by the Trustee.
- If students experience difficulty with procedures in New Zealand, they may contact the NZQA on 0800 697 296 or send an email to quadrisk@nzqa.govt.nz or if it's a financial dispute - contact iStudent Complaints on 0800 006 675.
- Code of Practice: Embassy English has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016. A copy of the Code is available on the New Zealand website: www.legislation.govt.nz/regulation/public/2016/0057/lates/DLM6748147.html.
- 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.
- Each student must notify Embassy English 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 USD200 unaccompanied minor airport service fee will be charged. Courses with Standard 20 classes total 15 hours, Standard Plus classes total 18 hours, and Intensive 28 total 21 hours of tuition per week.

24. Further information: UK

Pocket money requests will incur a processing charge of GBP50. Courses with Standard 20 classes total 15 hours and Intensive 28 total 21 hours of tuition per week.

25. Force Majeure

Embassy English 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 English or their parent company, Study Group, in writing.

27. Updates to Terms and Conditions

All Terms and Conditions are subject to change. For the latest Terms and Conditions, please visit our website: embassyenglish.com/global/terms-and-conditions.