

Enrolment Terms & Conditions

Fees

1. All fees must be paid prior to the commencement of the course. This means that students paying up-front must pay prior to commencing the course and students paying on an instalment basis must pay monthly in advance of their tuition.
2. All fees are payable in Australian dollars.
3. Students will not be permitted to commence or continue their course until all outstanding fees have been paid.
4. Fees are correct as at 1 January 2010. Performance English reserves the right to vary its fees at any time.
5. Should a student require a tax invoice, this will be forwarded to them within 28 days of request.

Refund Policy

- For the purposes of this Refund Policy, a course is defined as the number of study weeks enrolled in any program at Performance English.
 - The Professional Year course is defined as the full program length consisting of 44 weeks in duration.
6. If an applicant accepts a place offered by Performance English and pays the fees, either in full or pays the first instalment, it means a binding contract is created between the student and Performance English for the full duration of the course.
 7. When a binding contract is created between the student and Performance English it is for the full duration and for the full amount of the course costs no matter what payment method is used. The method of payment (up front or instalment basis) is not relevant for refund calculations.
 8. Students whose enrolment is terminated by Performance English with just cause will not be entitled to a refund of any fees. In this case, any refund is wholly at the discretion of Performance English.
 9. Notification of cancellation/withdrawal from a course must be made in writing to Performance English.
 10. Professional Year students are only eligible to withdraw from their course under two circumstances:
 - a) Health Reasons – with supporting doctor's certificate
 - b) Leaving Australia – with proof of boarding pass/ticket

11. In case of cancellation/withdrawal by a student, the refund will be calculated as shown in the table below. Refunds will be made in Australian dollars.

Notification Period	Cancellation Fee
More than 14 days before commencement	100% of course fees refunded
From 1 - 14 days before commencement	75% of course fees refunded
After course commencement	No refund

12. The application fee is separate to the tuition fees and the application fee is non refundable.
13. If a visa application has been denied, a full refund of course fees and accommodation fees (minus administration fees) will be made provided Performance English receives a copy of the Australian Embassy rejection letter.
14. Course fees are not transferable to another person or institution.
15. If the student wishes to defer their course after enrolment and within the first 4 weeks of the course commencement, Performance English will transfer any fees paid to the next course start date. If the student subsequently withdraws, the Refund Policy applies from the date Performance English was advised of the deferral.
16. Refund requests will be processed within four weeks of Performance English receiving written advice. If the student enrolled through an education agent, the fees will be refunded to that agent.
17. If Performance English cannot offer the enrolled course, the student will receive a full refund (paid within 2 weeks of notification).
18. The accommodation placement fee is non refundable.
19. Students must give 4 weeks written notice prior to the start of the course to receive a full refund on accommodation fees.
20. If a student gives less than 4 weeks written notice prior to the start of the course, or if a placement has been made, the Accommodation Cancellation fee/Amendment Fee will apply (\$120).
21. If a student wants to change or cancel their accommodation once the course has started, they must give 2 weeks written paid notice. The Accommodation Cancellation/Amendment Fee will apply (\$120).
22. There will be no refund of the airport "meet & greet" fee.

Terms

23. Performance English reserves the right to change its fees and conditions, cancel or defer courses, and to alter course timetables and class locations at any time without notice.
24. This agreement is made in accordance with the ESOS act 2000, ESOS Regulations 2001 and National Code 2007.
25. 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.
26. A student's personal information collected on this form and during their enrolment may be made available to Commonwealth and State agencies and the ESOS Assurance Fund Manager to ensure our obligations are met under the ESOS Act and National Code 2007 and to ensure students are compliant with their visa conditions.
27. Photographs, videos and testimonials provided by the student and/or taken by Performance English may be used for marketing and promotion purposes, with the permission of the student.
28. All student visa holders must attend at least 80% of their course and maintain satisfactory course progress by completing all class work, assignments and assessments. Failure to do so will result in reporting the student to the Australian Government.
29. Student visa holders are required to notify Performance English of their current residential address and telephone number at all times.
30. Student visa holders who are unable to attend class because they are sick will be marked as absent. Therefore, it is essential students obtain a medical certificate from a registered practitioner and present it to Performance English.
31. Students at Performance English are expected to behave in accordance with our Student Code of Conduct. Failure to do so may result in a student being:
 - asked to leave the premises
 - reported to the appropriate Government authorities
 - required to pay for any damages
 - suspended from Performance English for a specific period, without refund
 - expelled from Performance English (for serious breaches) without refund of remaining fees.
32. In the event of circumstances requiring urgent medical attention, and it is not possible to contact the parent/guardian, Performance English is authorised as a matter of urgency to seek appropriate medical care.