

Course means a course offered by Navitas English in which You are or will be enrolled. Courses are delivered by Navitas English Services Pty Ltd (ACN 002 069 730), CRICOS Provider 00289M.

Tuition Fees mean Tuition Fees received in relation to a study period for a Course to be provided by Navitas English.

Course Fees means both the Tuition Fees and the non-tuition fees (if any) received by Navitas English in respect of the student.

ESOS Act means the Education Services for Overseas Students Act 2000.

Initial Course means Your Course or, if you have a Multiple Course Enrolment, Your Course with the earliest commencement date.

Multiple Course Enrolment means enrolment in more than one Course offered by Navitas English, whether the Courses are offered concurrently, consecutively or otherwise.

National Code means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students established under the ESOS Act.

Navitas means Navitas Pty Ltd ABN 69 109 613 309.

New studies means new course(s) studied at another educational institution (excluding English language studies, other than Hawthorn-Melbourne).

Placement Test means a diagnostic and proficiency English language test taken under controlled conditions. For General English students, the test may happen on the first day of Your course. If you enrol into Academic English, IELTS Preparation and/or Cambridge Preparation courses, and an official English test result is not produced to confirm that You have met the course entry requirement, the test must be taken prior to commencing the course. If you fail the placement test to confirm you have met the course entry requirement, an alternative course will be offered to You.

Principle Course means the main course of study to be undertaken where a student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses; and

You means the student named in the enrolment form and, if the student is under 18 years of age, his or her parent or legal guardian named in the enrolment form and Your has a corresponding meaning.

1. Refunds

1.1. Cancellation

i. Navitas English complies with the Refunds and Transfers Policy and Code of Conduct of English Australia, the ESOS Act, the National Code and any applicable State and Territory requirements. To the extent of any inconsistency between these Conditions of Enrolment which is to Your detriment and any national, State or Territory requirements with which Navitas English must comply, the national or State or Territory requirement prevails.

ii. The Navitas English enrolment fee is payable once only and is only refundable in limited circumstances involving a provider default prior to the commencement of Your Initial Course.

iii. A) If You provide Navitas English with a written notice of cancellation at least eight weeks prior to Your Initial Course's start date, Navitas English will not charge any cancellation fee and fully refund any pre-paid Tuition Fees for that Course and any subsequent Courses.

B) If You provide Navitas English with a written notice of cancellation less than eight weeks but more than four weeks prior to Your Initial Course's start date, Navitas English will charge a 20 percent cancellation fee of the total Tuition fees and refund any remaining pre-paid Tuition Fees for that Course.

C) If You provide Navitas English with a written notice of cancellation less than four weeks prior to Your Initial Course's start date, Navitas English will charge a 40 percent cancellation fee of the total Tuition fees and refund of any remaining pre-paid Tuition Fees for that Course.

D) If You have a Multiple Course Enrolment at the time You accept the Offer with Navitas English, the subsequent course(s) cancellation fee will be calculated based on when the written notice of cancellation is received prior to the subsequent course(s) start date, as outlined in points (iii) A-C above and applying to future Course start dates.

E) If you are on an instalment payment plan, You are required to pay the difference of the total cancellation fee amount, if the pre-paid Tuition Fees amount is less than the cancellation fee.

iv. If You provide Navitas English with a written notice of cancellation on or after Your Initial Course start date, there is no refund to Your Current Course except where Navitas English ceases to provide the Course. If You are on an instalment payment plan, You are required to pay any outstanding fees pertaining to the remaining duration of Your Current Course.

v. A) If Your Initial Course Start date with Navitas English has passed, and have a Multiple Course Enrolment at the time You accept the Offer with Navitas English, and You provide Navitas English with a written notice of cancellation at least eight weeks prior to Your subsequent course(s)' start date, Navitas English will not charge any cancellation fee and refund any pre-paid Tuition Fees for that subsequent course(s).

B) If Your Initial Course Start date with Navitas English has passed, and have a Multiple Course Enrolment at the time You accept the Offer with Navitas English, and You provide Navitas English with a written notice of cancellation less than eight weeks but more than four weeks prior to Your subsequent course(s)' start date, Navitas English will charge a 20 percent cancellation fee of the subsequent course(s) fees and refund any remaining pre-paid Tuition Fees for the subsequent course(s).

C) If Your Initial Course Start date with Navitas English has passed, and have a Multiple Course Enrolment at the time You accept the Offer with Navitas English, and You provide Navitas English with a written notice of cancellation less than four weeks prior to Your subsequent course(s)' start date, Navitas English will charge a 40 percent cancellation fee and refund any remaining pre-paid Tuition Fees for the subsequent course(s).

D) If you are on an instalment payment plan, You are required to pay the difference of the total cancellation fee amount pertaining to the Subsequent Course(s) you are cancelling, if the pre-paid Tuition Fees amount is less than the cancellation fee.

vi. Except as required under the ESOS Act or the National Code, where You transfer from a more expensive Course to a less expensive Course, no refund of the difference is payable.

vii. A) If Your visa application is denied causing you to fail to start Your Initial Course, as prescribed in section 47E of the ESOS Act, a full refund of all pre-paid Course Fees, less A\$500 or five percent of the total amount of pre-paid fees received for the Course (whichever is the lesser), will be made, provided that Navitas English receives a copy of the Australian visa refusal letter.

B) If Your visa application is denied after You start Your Initial Course which causes You to withdraw from Your remaining Course duration, a full refund of all pre-paid remaining Tuition Fees will be made, provided that Navitas English receives a copy of the Australian visa refusal letter. The remaining Course duration is calculated from the following week of either the requested course end date or the day Navitas English receives the written cancellation notification. If You are on an instalment payment plan, You must pay the Fees pertaining to the accessed Course duration that are owed.

C) If You are lodging an appeal to the visa refusal decision, You can continue Your studies until there is an outcome to your appeal by providing Navitas English with evidence of Your appeal submission. If You withdraw from Your remaining Course duration due an unsuccessful appeal outcome, You must also provide the appeal outcome as evidence to Your course cancellation request.

viii. In the event a refund is granted, the refund must be made to the same originating payer via the same payment method. This includes payment received from third party, other than You.

ix. In the event of late arrival, there is no refund and study weeks missed will be forfeited.

x. Navitas English reserves the right to suspend or cancel Your enrolment because of: **(a)** Your failure to pay an amount You were liable to pay to Navitas English (directly or indirectly) in order to undertake a Course; **(b)** You have breached a condition of Your student visa; **(c)** if You are under 18 years of age, You refuse to maintain Your approved care arrangements without sufficient reason acceptable to Navitas English; or **(d)** behaviour unacceptable to Navitas English, including but not limited to behaviour as described in the Navitas English Code of Conduct as published at:

navitasenglish.edu.au/apply/policies/code-conduct.

If Your enrolment is suspended or cancelled by Navitas English, the terms of refunds in accordance with these Conditions of Enrolment will apply. For more information, go to **Navitas English Policy and Procedure Student Deferral, Suspension and Cancellation.**

xi. In circumstances other than where Navitas English ceases to provide a Course, refunds will be paid within 4 weeks of Navitas English receiving a written request.

xii. Navitas English reserves the right to cancel a Course due to insufficient numbers. In this event, unless Navitas English arranges for You to be offered a place in an alternative course and You accept that offer in writing, Navitas English will refund any pre-paid Course Fees for the cancelled Course within 2 weeks of the date on which Navitas English ceases to provide the Course. If the accepted alternative course is a less expensive Course, the tuition fee difference will be credited.

xiii. In the unlikely event of provider default resulting in Navitas English being unable to deliver all Courses in full in which You have enrolled, prior to the commencement of your Initial Course, unless Navitas English arranges for You to be offered a place in an alternative course and You accept that offer in writing, You will be entitled to a full refund of all pre-paid Course fees. The refund will be paid within 2 weeks of the date on which Navitas English ceases to provide the Course.

xiv. In the unlikely event Navitas English is unable to deliver a course You have paid for and does not meet our obligations to either offer You an alternative course that you accept or pay you a refund of Your unspent pre-paid tuition fees (this is called a provider's 'default obligations'), the **Tuition Protection Service (TPS)** will assist You in finding an alternative course or to get a refund if a suitable alternative is not found. The TPS is an Australian Government initiative that assists international students on student visas in the event of an education provider default or a student default.

xv. Entry to all Courses is subject to Your Placement Test, and/or Your official English test results.

xvi. Navitas English will use its best endeavours to ensure that students are aware of any available refunds under this policy, however, it is the responsibility of the student to be aware of any available refunds on their account and to maintain current contact details. Any balance remaining on the student account twelve months after the student has completed, cancelled or withdrawn from the program will be forfeited.

1.2. Transfers

i. You will not be allowed to transfer to another provider in the first six months of Your study with Navitas English, if Navitas English is Your principal course. If you still wish to transfer before completing six months of study, you must obtain a release from Navitas English, unless:

- Navitas English or the course in which You are enrolled has ceased to be registered;
- There is a sanction imposed on Navitas English's registration by the ESOS agency that prevents You from continuing your studies;
- If You are sponsored by Your government, and Your government considers the transfer to be in Your best interests and You provide Your government's written support for the transfer acceptable to Navitas English.

ii. If You transfer to a course at another registered educational institution (excluding English language studies) and You have met the institution's published English score, or You have achieved a satisfactory level of English through Navitas English's agreed pathways, You must provide Navitas English with evidence acceptable to Navitas English of valid enrolment from the new institution and Your current attendance rate at Navitas English must be over 80 percent.

iii. If You are granted a transfer, Your Fees will be reviewed in accordance with section 1.1 of this Conditions of Enrolment. Fees will only be calculated in full weeks and from the commencement date of the new studies. You will not be released from Your enrolment at Navitas English prior to the commencement date of the new studies.

iv. If You are under 18 years of age, You must have written evidence acceptable to Navitas English that Your parent or legal guardian supports the transfer and written confirmation that the new institution will accept responsibility for approving your accommodation, support and general welfare arrangements if You are not being cared for in Australia by a parent or suitable nominated relative or legal guardian.

v. If You are successful in gaining entry to another Navitas college or Navitas university program, You may be eligible for a transfer of all remaining pre-paid Tuition Fees to the new Navitas college or university program.

vi. Fees are not transferable to another person nor to another English language school, except for Hawthorn-Melbourne.

vii. If Your Course at Navitas English is a prerequisite course in a package of courses, You will not be allowed to transfer to another provider except in limited circumstances as outlined in the **Navitas English Transfers Between Registered Providers Policy** which can be found on the **Navitas English website.**

viii. Circumstances in which Navitas English will grant approval for a transfer include but are not limited to the following:

- The overseas student will be reported because they are unable to achieve satisfactory course progress even after engaging with Navitas English's intervention strategy to assist the overseas student in accordance with Standard 8 (Overseas Student Visa Requirements);
- There is evidence of compassionate or compelling circumstances as defined in the Navitas English Conditions of Enrolment;
- Navitas English is unable to deliver the course as outlined in the written agreement;
- There is evidence satisfactory to Navitas English that the overseas student's reasonable expectations about their current course are not being met;
- There is evidence that the overseas student was misled by Navitas English or a Navitas English education agent regarding Navitas English or the Navitas English courses and the course is therefore unsuitable to the student's needs and /or study objectives;
- An appeal (internal or external) on another matter results in a decision or recommendation to release the overseas student;
- Any government sponsor of the student considers the change to be in the student's best interest and has provided written, authorised support for that change;
- The student is not coping in the program, has sought academic assistance from Navitas English and has not improved their academic performance.

ix. If You have a further study plan, changes to Your course(s) with Navitas English may have ramifications to Your admission with Your principal provider.

1.3. Deferrals/postponements

i. If You have paid Tuition Fees for a Course, Navitas English may allow You to defer or postpone Your commencement of that Course in the following circumstances: **(a)** If You give Navitas English at least 4 weeks' written notice before the commencement of the Course (You will have to pay any increase in Tuition Fees from the time of deferment to Your commencement of the Course); **(b)** If You cannot start Your Course on the agreed start date because there is a delay in receiving Your student visa before Your Course commences; or **(c)** If You have compassionate or compelling circumstances, such as: death in Your immediate family (father, mother, child, sibling, spouse only); natural disaster in Your home country; You or Your dependant family member is seriously ill; You become pregnant; or You become a victim of a serious crime or trauma.

1.3. Deferrals/postponements - continued

ii. You must provide Navitas English with documented evidence in support of your application for deferral or postponement as required by Navitas English. Approval for deferral or postponement of a Course is at the sole discretion of Navitas English. If approved, Navitas English will advise Department of Home Affairs (DHA) accordingly and may hold remaining Course Fees as credit for up to 24 months from the date permission is granted.

iii. If You choose to cancel a course or a multiple course enrolment which you have previously deferred or postponed but for which You did not commence any studies, the refund and cancellation conditions in 1.1 iii. will apply. If You choose to cancel a course or a multiple course enrolment which You defer or postpone after Your Initial Course Start date has passed, the refund and cancellation conditions in 1.1 v. will apply. Note that the notice period given in the initial deferral request will be used for the calculation of the cancellation and refund request and a \$150 re-assessment fee is applicable.

1.4. Process

i. All requests for refunds, deferrals, postponements or transfers must be made in writing addressed to:

Email: admissions@navitasenglish.com

Post: Admissions Manager, Navitas English -
Level 3, 255 Elizabeth Street. Sydney NSW 2000 Australia

ii. Supporting documents as specified by Navitas English must be included with the request. If You are under 18, the written request must be made by the parent or legal guardian who signed Your original Application Form. You must continue to meet Your visa obligations while remaining in Australia after the cancellation of Your course with Navitas English. Navitas English will notify You in writing of the outcome of the request within 10 working days and where necessary, give reasons for the outcome. Navitas English will also notify the Department of Home Affairs (DHA) of any change to Your study plan for which a student visa has been granted.

iii. For more information, refer to: **Navitas English Course Fee Refund Policy and Procedure, Navitas English Student Deferral, Suspension and Cancellation Policy and Procedure, and Navitas English Transfer Between Registered Providers** which can be found on the **Navitas English website**.

iv. A refund, transfer, deferral, postponement, suspension or cancellation of Your Course may affect Your student visa. DHA will assess Your situation individually in accordance with the DHA student visa policies. You are advised to seek advice from DHA before making any changes to Your Course. For more information visit the DHA website at homeaffairs.gov.au or **phone 13 18 81**

1.5. Accommodation and Airport Transfer

i. If You cancel your homestay more than 14 days before your homestay start date, You will receive a full refund minus the homestay placement fee. If You cancel your homestay less than 14 days before your homestay start date and You cancel before your first night of stay at your homestay, You will receive a full refund minus 2 weeks of homestay fees and minus the placement fee.

ii. You are required to give a minimum of 2 weeks' notice to Navitas English if You wish to leave your homestay early. This notice period cannot commence during the first two weeks in Your homestay.

iii. If you wish to take a break from Your homestay during the course, You will be required to pay 50 percent of Your homestay fee per week and for a minimum of 1 week's break. Navitas English reserves the right to charge an amendment fee for all changes to Your independent accommodation (A\$110) and Your homestay (A\$360) bookings after placement has been made.

iv. Changes to or cancellations of Your independent accommodation will be assessed in accordance with individual independent accommodation terms and conditions.

v. No refund of airport transfer fees will be made if You do not notify Navitas English of Your flight details or any change of details less than 3 working days before arrival.

vi. If Your visa is refused by DHA and evidence of this refusal is provided to Navitas English more than 5 days before Your homestay start date, You will be refunded all homestay fees minus the placement fee. If evidence of Your visa refusal is provided to Navitas English less than 5 days before Your homestay start date, You will be refunded all homestay fees minus the placement fee and minus 2 weeks homestay fees.

The below table is provided as a guide only.

Condition	Cancellation Charge
TUITION FEE	
At least eight weeks' written notice of cancellation before Initial Course's Start Date	Nil
Less than eight weeks but more than four weeks' written notice of cancellation before Initial Course's Start Date. (Refer to item 1.1/iii/D if you have a Multiple Course Enrolment)	20% of initial course's total Tuition Fee
Less than four weeks' written notice of cancellation before Initial Course's Start Date (Refer to item 1.1/iii/D if you have a Multiple Course Enrolment)	40% of initial course's total Tuition Fee
Written notice of cancellation received on or after Initial Course's Start Date – Current Course fees	100% of current course's total Tuition Fee
After Initial Course's Start Date and have a Multiple Course Enrolment, written cancellation notice received more than eight weeks before Subsequent Course(s)' Start Date – Subsequent Course fees	Nil – for subsequent course(s)
After Initial Course's Start Date and have a Multiple Course Enrolment, written cancellation notice received less than eight weeks but more than four weeks before Subsequent Course(s)' Start Date – Subsequent Course fees	20% of subsequent course's total Tuition Fee
After Initial Course's Start Date and have a Multiple Course Enrolment, written cancellation notice received less than four weeks before Subsequent Course(s)' Start Date – Subsequent Course fees	40% of subsequent course's total Tuition Fee
Visa Refusal – cannot start Initial Course (Proof of refusal necessary)	A\$500 or five percent of total pre-paid Course fees (whichever is lesser)
Visa Refusal – after starting Initial Course and withdrawing from the remaining Course (Proof of refusal necessary)	Nil but accessed course duration must be paid.
HOMESTAY	
More than 14 days before homestay start date	Placement Fee
Less than 14 days before homestay start date	Placement Fee and 2 weeks Homestay fees
Visa refusal (proof of refusal necessary) more than 5 days before homestay start date	Placement Fee
Visa refusal (proof of refusal necessary) less than 5 days before homestay start date	Placement Fee and 2 weeks Homestay fees
CARER	
Less than 4 weeks notice before carer start date	1 week's carer fees
AIRPORT TRANSFER	
Less than 3 days before airport transfer date	100% of airport transfer fee

2. Representative

- i. If you have used an educational agent or representative to act on your behalf in submitting the application, we will share your information with the representative in relation to your study life cycle with Navitas English and subsequent enrolments. Information shared includes but is not limited to personal information, course fees, conduct and behaviour on school premises, academic information like attendance, course progress, and results, and other matters where Navitas English deems it important to notify your agent representative. You have the right to request Navitas English to cease supplying any information to the representative at any time.
- ii. If payment for Your studies is received from the representative, the fund will be paid to that representative via the same payment method.

3. Course progression and Attendance

- i. You are required to achieve satisfactory course progress and, where applicable, attendance requirements. More information can be found in Navitas English **Policy and Procedure - Monitoring Students for Satisfactory Course Progress** and **Policy and Procedure – Student Attendance** documents which can be found on the **Navitas English website** and also available in the Appendix section of Your Offer Letter.

4. Change of contact details

- i. You must advise Navitas English of Your current contact details, including, residential address, phone number, email address and emergency contact details, on arrival and if You change Your contact details You must notify Navitas English within 7 days. Your failure to notify Navitas English that You have changed Your details could result in visa cancellation.

5. Young student care arrangements

- i. If You are under 18 years of age, the parent or legal guardian named in the Application Form must nominate a DHA approved relative (parent, legal guardian, brother, sister, step-parent, step-brother, step-sister, grandparent, aunt, uncle, niece, nephew, step-grandparent, step-aunt, step-uncle, step-niece, or step-nephew) to be Your carer. The relative must live in the city in which You will be studying and will be responsible for Your welfare whilst studying at Navitas English (with such care arrangements to be acceptable to Navitas English), or request that Navitas English make arrangements for Your care and welfare in writing.
- ii. If a Navitas English carer has been assigned but You cancel, 1 week's carer fees will be applied if less than 4 weeks' notice is provided for the cancellation.
- iii. More information on Navitas **English Policy and Procedure on Under 18 Students** available on the Navitas English website.

6. Instalment Payment Plans

- i. If You choose to pay via instalments, you will also be bound by the terms of the Instalment Payment Plan agreement. A non-refundable fee to set up the instalment plan agreement applies.

7. Your entitlements if we cannot deliver your Course

- i. If in the unlikely event Navitas English is unable to deliver your Course on the dates and locations agreed with you other than a result of your failure to attend or otherwise meet your obligations under these Conditions of Enrolment, Navitas English will promptly notify you in writing outlining your options. These options will include: (a) where available, an offer for delivery of your Course or an equivalent course at an alternative location or provider (you may choose to accept this offer or not); or (b) should you not accept this offer (or if such an offer is not available), a full refund of Tuition Fees you paid that are applicable to the parts of your Course that Navitas English was unable to deliver.
- ii. Except as otherwise required by law, this clause sets out your full entitlements should Navitas English be unable to deliver your Course or part of your Course due to events outside its reasonable control (such as an industrial strike or act of God).

8. Indemnity and Release

- i. In consideration of Navitas English accepting Your application for enrolment as a student and providing tuition to You, You will not hold Navitas English, its related bodies corporate, their employees or agents liable for, nor make any claim against any of them, and indemnify each of them against, any loss, damage, death, injury or liability which You may suffer or cause, in connection with Your association with Navitas English, including: (a) Your attendance at any premises owned, operated or controlled by Navitas English; (b) Your attendance at any activity, whether sporting, cultural, recreational or otherwise, organised by or on behalf of or with the assistance of Navitas English or any activity of which Navitas English has any knowledge; and (c) any accommodation, whether short-term or long-term, arranged for You by Navitas English.
 - ii. If You are under 18 years of age, the parent or legal guardian named in the enrolment form requests that Navitas English enrol You as a student of Navitas English. In consideration of Navitas English agreeing to enrol You, the parent or legal guardian: (d) guarantees Your obligations under these terms and conditions of enrolment; (e) will not hold Navitas English, its related bodies corporate, their employees or agents liable for nor make any claim against any of them in connection with Your association with Navitas English, including the matters set out in paragraphs (a) – (c) above; and (f) indemnifies each of them against any loss, damage, death, injury or liability which You may suffer or cause in connection with Your association with Navitas English, including the matters set out in paragraphs (a) – (c) above.
 - iii. 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.
 - iv. These terms and conditions are governed in all respects by and interpreted in accordance with the laws of the state in which the school You attend is located in the Commonwealth of Australia.
 - v. 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 (ESOS) Act 2000 and the National Code 2018. **Click here for more details.**
- ## 9. Other terms
- i. It is a condition of Your enrolment at Navitas English that You comply with all Navitas English regulations and policies as notified to You by Navitas English.
 - ii. Navitas English may by notice to You in writing, which notice may be given on the Navitas English website, vary these terms and conditions of enrolment, or any Navitas English regulations or policies. A variation takes effect on the day specified in a notice.
 - iii. Navitas English reserves the right to change start dates (with Your agreement), Course curricula, Course timetables and any programs at any time.
 - iv. All prices are stated in Australian Dollars (A\$) and subject to change without notice.
 - v. Navitas English is closed on official public holidays and Christmas Holidays.
 - vi. 10 percent Goods and Services Tax (GST) applies to Apartment Accommodation, Airport Transfer, and Placements Fees.
 - vii. All credit card transactions attract a non-refundable surcharge.
 - viii. In accordance with the ESOS Act, Navitas English retains records of all written agreements as well as receipts of payments made by students for at least two (2) years after the student graduates.
 - ix. The terms set out in this terms and conditions of enrolment, the terms on the offer letter and your submitted Application Form will constitute your written agreement with Navitas English upon acceptance by payment.
 - x. During Your Course if you submit a signed and completed Course Change Form and Change of Provider Form, those will also constitute your written agreement with Navitas English.
 - xi. You are responsible for keeping a copy of the written agreement as supplied by Navitas English, and receipts of any payments of tuition and/or non-tuition fees.
 - xii. You authorise Navitas English to access the Visa Entitlement Verification Online (VEVO) system to check your visa details.

10. Complaints & Appeals

i. Navitas English maintain procedures for students to submit formal complaints and appeals as detailed in the **Policy & Procedure - Complaints Handling and Appeals** (available from Reception and on the **Navitas English website**). Every prospective or current student of Navitas English, including those who experience incorrect, inappropriate or unfair treatment during their relationship with Navitas English, its agents and related parties providing courses and services, may access the procedures detailed in this policy.

(a) Formal Complaints: Complaints can be submitted by completing a Complaints Form (available on the **Navitas English website** or at the Reception of each centre), which can either be submitted in hard copy, emailed to Navitas English staff or to:

NavitasEnglishNationalComplaintsandAppeals@navitas.com

A written outcome will be provided within 10 working days of Navitas English receiving the complaint. If the complainant is not satisfied by the outcome provided by Navitas English they may decide to submit an Appeal or External Complaint (see below).

(b) Formal Appeals: A Navitas English student may lodge an Internal Appeal for reasons including, but not limited to:

- Not being satisfied with the outcome of a complaint
- Navitas English's intention to report the student for unsatisfactory course progress
- Navitas English's intention to report the student for failure to maintain satisfactory attendance
- Navitas English's intention to cancel the student's enrolment for non-payment of fees
- Navitas English's intention to cancel the student's enrolment for unacceptable behaviour

Internal Appeals may be submitted by completing an Appeals Form (available on the **Navitas English website** or at the Reception of each centre), which can either be submitted in hard copy, emailed to Navitas English staff or to:

NavitasEnglishNationalComplaintsandAppeals@navitas.com

ii. An Internal Appeal will be commenced within 10 working days of Navitas English receiving the Appeals Form and an outcome finalised as soon as practicable.

iii. If the student is not satisfied by the Internal Appeal outcome, or otherwise, they may submit an External Complaint or Appeal to an independent body. For details of how to do this, please refer to the **Navitas English Complaints Handling and Appeals**, available from reception and on the **Navitas English website**.

11. Privacy Notice

i. The information you provide us will allow us to deal with your enquiry and assess your application and, provide you with an outcome. We will also be able to provide you with the information about the course you have applied for; Navitas English; your further studies provider and our local community. It is really important that you read and understand the Privacy Notice. If you have questions about the Privacy Notice please email: **privacy@navitas.com** and ask your question.

ii. You understand that Navitas English will be collecting, processing and storing my personal information, including any additional needs and wellbeing information I disclosed as part of my enquiry and/or application process.

iii. You understand that Navitas English may need to share your personal information with a third party (Sharing Personal Information **https://www.navitasenglish.edu.au/privacy**) including but not limited to:

a. The Australian government (for example to Australian immigration and education authorities) in connection with Your visa, as required by the National Code or the ESOS Act., including Services Australia, where this is required or authorised by Australian law.

- Information about your enrolment with us may be disclosed if you are claiming or receiving a payment from Services Australia.
- You are still required to notify Services Australia of any change in circumstances that may affect your payment.
- Personal information disclosed to Services Australia is protected by law, including the Privacy Act 1988. More information about the way Services Australia handles personal information can be found on their privacy webpage.

For more information about how the Department of Education and Department of Employment and Workplace Relations will handle your personal information, please refer to the department's Privacy Notice at **https://www.education.gov.au/using-site/privacy** and **https://www.dewr.gov.au/using-site/privacy-notice** or by requesting a copy from the department.

b. To the Tuition Protection Service (TPS), if required

c. Your Overseas Student Health Cover provider, if required

d. To Your sponsors if you are a sponsored student

e. To the airport transfer company and Your Accommodation provider if you have booked Accommodation and Airport Transfer

f. In the case of students who have used an agent to act to their behalf in submitting the application, to Your appointed agent. (Refer to Representative section of Conditions of Enrolment for more information)

g. In the case of students who have nominated to study further in Australia, to Your further studies institution