

## Letter of Offer 61866

Dear Mael Pierre Robert,

Congratulations! We are pleased to provide you with an offer to study at BROWNS English Language School.

Your student written agreement includes:

- A. your Letter of Offer
- B. the Terms & Conditions of your enrolment
- C. the Acceptance of Agreement

### SECTION A.1 - STUDENT DETAILS

#### Student

<b>Student number:</b>	0000041900	<b>Date of birth:</b>	3/11/2003
<b>Given names:</b>	Mael Pierre Robert	<b>Country of birth:</b>	New Caledonia
<b>Family name:</b>	MESNIER-PIERROULET	<b>Country of passport:</b>	France
<b>Gender:</b>	Male	<b>Passport number:</b>	19KR40319

### SECTION A.2 – PROGRAM OF STUDY

Course name	High School Preparation (CRICOS Code: 091582G) at Gold Coast
Dates/duration	19 Aug 2019 to 6 Sep 2019 (3 weeks)

### SECTION A.3 – STUDENT OBLIGATIONS

1. You are responsible for keeping a copy of this agreement and receipts of any payments of tuition fees or non-tuition fees.
2. You must advise us of your emergency contact details, contact details for your parents or legal guardians (student under 18 years old) and your local mobile phone number within 7 days of arriving in Australia.
3. You must advise us within 7 days of any changes to your contact details, your emergency contact details or contact details for your parents or legal guardians (student under 18 years old).

**SECTION A.4 – ARRIVAL AND ORIENTATION**

**a. Arrival Details**

If you have booked accommodation and/or airport transfer services with BROWNS, you must send us your arrival details at least **2 weeks** prior to arrival day. BROWNS accommodation and airport transfer services may not be guaranteed if we don't receive this information at least 2 weeks prior to arrival.

**b. Orientation day**

School orientation commences at **8am** on your first day.

**c. Public holidays**

If your first day at school falls on a public holiday, you will start on the following day.

<https://www.qld.gov.au/recreation/travel/holidays/public>

**d. Where to go?**

**Brisbane Adults campus**  
Level 1, 102 Adelaide Street, Brisbane

**Brisbane Juniors campus**  
Level 4, 102 Adelaide Street, Brisbane

**Gold Coast Adults campus**  
5-7 Marshall Lane, Southport

**Gold Coast Juniors campus**  
1 Nerang Street, Southport

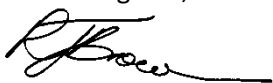
**e. What to bring?**

Please bring your passport, your packed lunch, a pen, paper and your smile for the student ID photo ☺

At BROWNS, we are dedicated to ensuring that your English learning experience is enjoyable and rewarding. For more information about your first day, our school or the city, please visit:

[browns.edu.au/welcome](https://browns.edu.au/welcome)

Warm Regards,



Richard Brown  
Managing Director

**SECTION A.5 – STUDENT INVOICE**

**Student Invoice 61866**

Date 24/07/2019  
Agent name  
Agent address  
Student name Mr Mael Pierre Robert MESNIER-PIERROULET  
Student number 0000041900 (please quote student number when remitting payment)  
Date of birth 3/11/2003

Fee name	Amount (Australian dollars)
High School Preparation ( CRICOS - 091582G ) 19 Aug 2019 - 06 Sep 2019 (3 weeks)	\$1,107.00
Materials Fee	\$48.00
Application Fee   2019	\$255.00
Telegraphic Transfer Fee*	\$30.00
Uniform - 2 Shirts*	\$50.00

\* indicates taxable supply \* total includes GST of \$7.28

<b>Total amount due</b>	<b>\$1,490.00</b>
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*See payment schedule on the following page*

SECTION A.6 – PAYMENT SCHEDULE

Payment due date	Amount
24/07/2019	\$1,490.00

You can pay for your fees at BROWNS using any of the following methods. Make sure you make the payment only after you have signed and returned the Acceptance of Agreement.

<https://brownseenglish.edu.au/dates-and-fees/payment-methods>

	<p>BROWNS holds an account with <b>NexPay</b>. NexPay is an international student payment service which offers excellent savings on your currency conversion and transfer fees. <a href="https://portal.nexpay.com.au/SignUp?school=98">https://portal.nexpay.com.au/SignUp?school=98</a></p>
	<p><b>Credit Card</b> Please note that a surcharge will apply. Credit Card (Visa/Mastercard): 2.00% Debit Card (Visa/Mastercard): 1.00% Union Pay International: 1.50% We will require <b>2-5 business days</b> to confirm your payment.</p>
	<p><b>Telegraphic Transfer (TT)</b> With this payment method, you will transfer your fees to our Australian bank account from a bank account in a different country. We will require <b>2-5 business days</b> to confirm your payment. This method will incur an <b>AUD\$30</b> surcharge.</p>
	<p><b>Local Bank Transfer</b> If you have an Australian bank account, you can transfer your fees to our Australian bank account. It usually takes <b>1 business day</b> to confirm the payment. This method will not incur any surcharges.</p>
<p><b>BROWNS</b> Bank Account Details</p>	<p>Bank Name: National Australia Bank Branch Number (BSB): 084-917 Account Name: Browns English Language School Pty Ltd Account Number: 84-155-1077 SWIFT Code: NATAAU3304B Bank Address: 27 Scarborough Street, Southport 4215 Queensland, Australia</p>

**SECTION B.1 – STUDENT AGREEMENT**

The following is an agreement between BROWNS English Language School Pty Ltd (“BROWNS”), trading as BROWNS English Language School and BROWNS Professional, and an intending student (including the parent/guardian who has signed this agreement). Please make sure that you understand and sign this agreement before completing your enrolment by paying your fees, and ensure you keep a copy for your records.

As an applicant for enrolment at BROWNS I agree to abide by the following:

- I understand that I will be assessed by BROWNS during the course of my enrolment and it is a condition of my enrolment to maintain satisfactory progress at a rate that will enable me to finish my course within the nominated duration.
- I agree to pay course fees and other charges on the due dates as outlined in my Offer Letter and Invoice and agree that BROWNS may alter tuition fees from time to time and that I will be notified in writing of any changes that effect my enrolment.
- I understand a full week of tuition is payable in weeks that contain a public holiday and classes are not held on public holidays.
- I understand if my fees are overdue at any time during my course I may be suspended from class or have my enrolment cancelled. For Student Visa holders this will be reported to the department of immigration.
- I understand that on arrival and during my course BROWNS has a duty by law to ensure my visa details are correct and may need to notify any changes to the department of immigration.
- I understand I am required to make every endeavor to the meet the requirements of the course/s selected and to abide by BROWNS rules and regulations. I understand that if I breach any of these rules or my behaviour is deemed to be unacceptable that BROWNS reserves the right to cancel my enrolment and that I may not be eligible to a refund of any fees paid (please refer to the BROWNS Refund Policy for details).
- I understand I am responsible for my own books, equipment and materials provided as a part of my course by BROWNS and that I am responsible for replacing them if I lose or misplace them as they are a required part of my course/s.
- I agree all lessons and any related material supplied by BROWNS are copyright, remain the property of BROWNS and in some cases must be returned to BROWNS upon completion of my course.
- I understand I may be required to attend excursions organised by BROWNS as a part of my course/s and these will be arranged at no additional cost.
- I understand that BROWNS, and its representatives and staff, will not be held liable for any loss, damages, death, illness or injuries to people or property whilst on any activity or excursion organised by BROWNS. It is my sole responsibility to take out insurance against such risks and BROWNS recommends that before travelling abroad I take out comprehensive travel, accident and medical insurance in my own country.
- I confirm that I have read and understood the:
  - BROWNS Student Complaints and Appeals Policy
  - BROWNS Refund Policy

These policies form part of this agreement. You can also request a copy by contacting the campus.

**ELICOS Applicants Only:**

- I understand some courses at BROWNS require a prerequisite level of English for entry and that on or before commencement BROWNS will test my English language ability and place me in an appropriate level according to my English ability.
- I understand the BROWNS Statement of Achievement will state that my “Overall attendance was unsatisfactory” if my attendance is below 80%.

**Student Visa Holders Only:**

- I understand BROWNS has an obligation to monitor my course progress and attendance throughout my enrolment at BROWNS. Failure to make satisfactory progress and/or failure to maintain a minimum attendance percentage of 80% may result in BROWNS notifying the Department of Education through PRISMS of my failure to meet the conditions of my Student Visa.
- I understand that temporary suspensions will only be granted under compassionate/compelling circumstances after I commence in my enrolment.
- I understand I cannot transfer to another provider within the first 6 months of my principle course of study without a written letter of release from BROWNS.
- I understand any school-age children or other dependants who accompany me will be required to attend school and pay full fees at an Australian private or government school.
- I understand I must have a current Overseas Student Health Cover (OSHC) policy for the entire duration of my visa.
- I understand I must notify BROWNS within seven (7) days of any change of address or contact details in Australia. I also understand that BROWNS will notify this change to the department of immigration.

**Disclaimer**

I understand that BROWNS has the right to alter its fees, terms and conditions, defer its courses and alter class timetables in line with applicable regulation and legislation. Any such changes will be provided to me in writing.

**Consent to Publication of Imagery**

Students and/or parents/guardians (for those students under the age of 18) agree that a student’s photos, video footage, testimony and/or achievements may be used for promotional purposes by BROWNS. If a student does not agree, they must advise BROWNS in writing

**Privacy Policy**

<https://brownswenglish.edu.au/privacy-policy>

**SECTION B.2 – WELFARE AND ACCOMMODATION (PART 1/2)**

**This section only applies to students where BROWNS is approving of Appropriate Accommodation and Welfare Arrangements**

As the Student will be under the age of 18 while enrolled at BROWNS and will not be cared for by a parent/legal guardian or suitable nominated relative BROWNS accepts responsibility for approving the accommodation, support and general welfare arrangements for the Student.

BROWNS will approve these arrangements for the period set out in section A.5 Student Invoice, under the fee “Student Visa Welfare Fee”.

**AGREEMENT**

Between: BROWNS English Language School Pty Ltd (BROWNS)

And: The parent/s or legal guardian (the Parent) named in Section C – the Acceptance of Agreement

**RECITALS**

1. The Parent has made arrangements for the Student to be educated at BROWNS and, as required under Standard 5 of the National Code and the Migration Regulations, they have requested BROWNS take on the responsibility for approving the accommodation, support and general welfare arrangements for the Student for the duration of their studies or until they turn 18 (whichever occurs first).
2. The Parent has agreed to provide adequate financial support for the Student whilst they are studying at BROWNS including the provision of living, accommodation and health insurance costs as well as any other financial costs.
3. BROWNS has agreed to ensure the arrangements made to protect the personal safety and social well-being of the Student are appropriate subject to the following terms and conditions.

THE PARTIES AGREE as follows:

**1. INTERPRETATION**

Student: Refers to the Student name in section A.1 Student Details  
Homestay: Accommodation with a host family organised by BROWNS  
Approved Accommodation: Accommodation either provided or approved by BROWNS

**2. COMMENCEMENT**

This agreement shall commence and terminate on the dates set out in section A.5 Student Invoice, under the fee “Student Visa Welfare Fee”.

This service agreement is conditional upon the giving of an undertaking by BROWNS to the department of immigration as a part of the Student’s visa application, such undertaking being to be responsible for approving the accommodation, support and general welfare arrangements for the Student for the duration of their studies at BROWNS or until they turn 18 (whichever occurs first).

**3. PROVISION OF SERVICES**

In consideration of the payment referred to in paragraph 4, BROWNS agrees to provide to the Student and the Parent the following services:

- Liaise with the Student concerning any grievances of the Student in relation to the Student’s approved accommodation facility.
- Notify the Parent of any grievances or concerns the Student may have regarding their approved accommodation, personal safety or general welfare.
- Notify the Parent of any concerns BROWNS may have regarding the Students approved accommodation, personal safety or general welfare.
- Provide twenty-four (24) hour, seven (7) days a week telephone support and emergency assistance.
- Maintain regular contact with the Student.
- Provide copies of progress reports to the Parent regularly.
- Provide a local orientation for the Student.
- Referral or assistance on personal problems and general welfare issues not relating to accommodation.

**4. PAYMENT**

This agreement shall not commence until receipt by BROWNS of the fee referred to in in section A.5 Student Invoice, under the fee “Student Visa Welfare Fee”, the fee being payable upon execution of this agreement by the Parent and delivery to BROWNS.

The agreed fees, less any reasonable banking fee, will be refunded to the Parent if the Student does not commence studies with BROWNS.

**SECTION B.2 – WELFARE AND ACCOMMODATION (PART 2/2)**

**5. TERMINATION**

BROWNS has the right to terminate the agreement upon service of notice if:

The Parent:

- a) Chooses to send the Student to another Educational Institution who accepts responsibility for the confirmation of appropriate welfare and accommodation arrangements subject to the terms and conditions outlined in the BROWNS Transfer of Providers policy.
- b) Chooses to cancel the Students enrolment at BROWNS due to the Student returning home permanently.

The Student:

- a) Is charged with any offence contravening any law or regulation whilst in Australia, which could result in his/her visa being cancelled by Australian authorities.
- b) Fails to comply with or breaches any visa requirements imposed by the department of immigration.
- c) Fails to comply with or breaches the Homestay Guidelines as outlined to the Student by BROWNS (if staying in Homestay accommodation).
- d) Fails to achieve at least an 80% attendance rate and/or satisfactory academic progress in their course/s of study after all reasonable intervention attempts have been made by BROWNS.
- e) Changes residential address or accommodation facility without prior notice and approval of BROWNS.

Subject to paragraph 4 any monies paid by the Parent are not refundable.

**6. INDEMNITY**

The Parent indemnifies and shall keep BROWNS indemnified against all loss, damage, costs and expenses suffered or incurred by BROWNS as a result of any conduct of the Student or any obligation or undertaking required to be performed here under by BROWNS whilst the Student is in Australia.

**7. STANDARDS RELATING TO RISK REDUCTION, LIABILITY AND INSURANCE**

BROWNS will maintain public liability and professional insurance. The insurance coverage must be a national policy and must clearly stipulate it covers BROWNS staff that are responsible for approving accommodation and welfare arrangements. The minimum coverage recommended is \$20,000,000 public liability and \$10,000,000 professional indemnity. At the request of the Parent, BROWNS must produce certificates of currency of the insurances required by this clause.

BROWNS undertake to ensure any company or individual approved by BROWNS to provide approved accommodation for any student under the age of 18, for which BROWNS has issued a Confirmation of Appropriate Accommodation and Welfare document, will comply fully to the standards and terms outlined in this document.

**8. GENERAL**

- a) Notices. All notices and consents required or permitted to be given under this agreement shall be in writing and given by personal service, pre-paid postage or email at the addresses of the parties set out in this agreement or to such other addresses as either party may designate to the other by written notice.
- b) Assignment. Neither this agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without prior written permission of the other.
- c) Governing Law. This agreement shall be governed by the laws of Queensland and Australia and the parties submit to the jurisdiction of the courts of that state or country.
- d) Modification. This agreement may be modified only in writing and signed duly by authorised persons for both parties.
- e) Severability. If any provision of the agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby, and this agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.
- f) Waiver. No forbearance or indulgence granted by BROWNS to the Parent shall discharge the Parent from any obligation under this agreement.
- g) No variation. No variation of this agreement will be of any force unless in writing and signed by the parties.

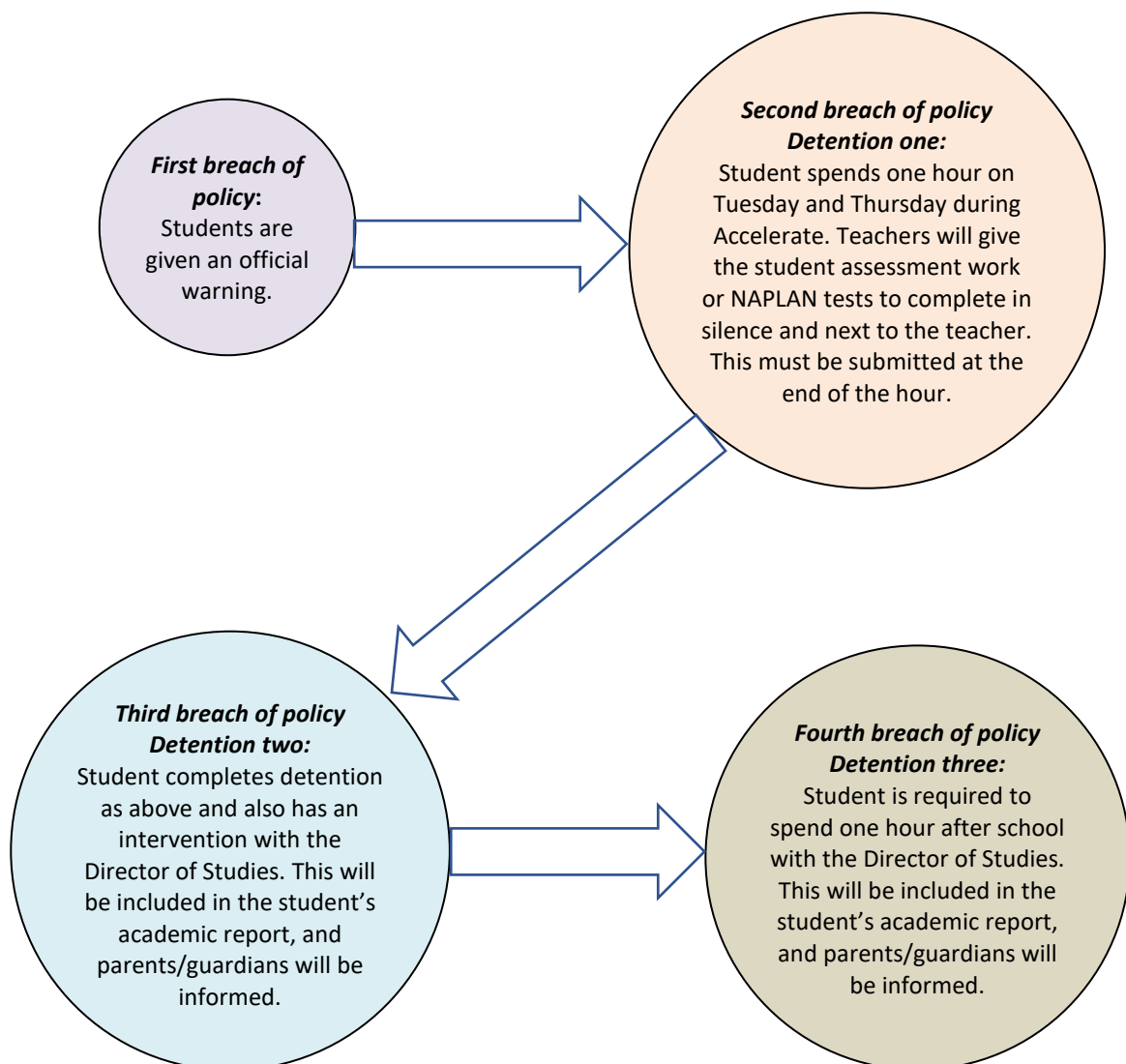
**SECTION B.3 – CODE OF CONDUCT**

One of your core values is appreciating the importance of a positive learning environment for everyone so that all students meet their full potential, whether they are here to prepare for an Australian secondary school, or just to learn English for fun. It is very important that all students at BROWNS abide by some important rules so that everyone feels motivated and enthusiastic about learning, and to make the transition between BROWNS and secondary school smoother.

We have the following positive behaviour guidelines that we expect all students to adhere to the following while on campus:

- o Love English and speak it all the time
- o Have a positive attitude to learning
- o Wear your lanyards and identification cards
- o Come to class on time
- o Do your homework in a timely manner
- o Bring all your books, stationery and Passports
- o Use technology wisely - only use phones or gadgets with the teacher's permission – use free time to speak!
- o Respect property. Also, remember that public spaces and classrooms are for all students; don't kick balls around
- o Be well-dressed and respect the uniform policy
- o Use good manners, consider others, and treat everyone how you would like to be treated yourself.

BROWNS has a detention policy for all students who do not adhere to the points above. After the fourth breach, BROWNS reserves the right to contact the student's family, make a recommendation to the future school or and/or suspend student.





## SECTION B.4 – BULLYING POLICY

BROWNS aims to create a positive learning environment for all through taking positive steps to reduce the chances of bullying or harassment. It is important to us that every student who studies here can do so happily.

Bullying does not only include hitting. It can also include any of the following:

- name calling
- deliberately excluding someone from the social group (e.g. not playing/working with someone or not letting someone sit with you)
- spreading rumours about someone
- taking someone's things without permission
- kicking, pushing, punching
- saying nasty things to you
- sending nasty text messages, or showing inappropriate images or video
- using the internet to threaten you
- and any number of other small cruelties

You should never ignore the situation if you feel you are being bullied. If you feel that you are the victim of a bully, then it is the responsibility of BROWNS to take your case seriously and act accordingly and discretely.

You should tell the teacher or another staff member in private and we will take appropriate action in accordance with the Conduct Policy.

## SECTION B.5 – CONSENT TO PUBLICATION OF IMAGERY

BROWNS English Language School is keen to promote the School and its academic and activities programmes. Photographs and videos will occasionally be taken to promote achievements and capture images of students, teachers, staff, agents and invited guests in class, at BROWNS social activities/events, staff training and Expos.

Photographs will be used for media and promotional materials, publications, presentations and official Websites, including the BROWNS English Language School and BROWNS Professional Facebook pages.

By signing this agreement, you are providing consent and understand that BROWNS English Language School reserve the right to use any photos or video footage taken at any BROWNS event or campus in publications and promotions.

Staff and persons designated by BROWNS may record sound and/or vision of my son/daughter whilst they are taking part in BROWNS activities.

Photographs and recorded images of the students may be used for the following purposes:

- Promotional materials, publications, presentations, and dissemination to media TV and print
- Official websites, including Facebook.

Students will not be paid by BROWNS for giving this permission.

If you don't agree to give BROWNS English Language School consent to publication of imagery, you must advise BROWNS in writing.

## SECTION B.6 – CLASS EXCURSIONS

Students participating in the High School Preparation Program (HSP) and the Primary School Preparation Program (PSP) will be going on an excursion at least once a week every week for two hours during school hours. The aim of these excursions is to give the students the opportunity to see different educational places around the city as well as to get active outdoors, play and learn English.

There will be organised activities and games supervised by the teachers to encourage social interaction, vocabulary and communication development as well as gross motor development. Students will be encouraged to participate. There will also be opportunity for free play.

Students will walk or catch public transport to their destination and return 10 minutes before the end of their school day. Students will be accompanied by the teachers at all times. They will require water bottles and sun protection and hats.

By signing this agreement, you give your consent for the student to participate in these excursions.

If you don't want the student to participate in these excursions, you must advise BROWNS in writing.

**SECTION B.7 – UNIFORM POLICY (1/2)**

**This policy only applies to students studying in the Primary School Preparation Program (PSP) and the High School Preparation Program (HSP).**

All students must wear the prescribed red BROWNS polo shirt during school hours. All students are given the RED BROWNS POLO SHIRT according to their offered package during orientation day and this is to last the student for the duration of their enrolment.

If the student requires an extra uniform Shirt or Hoodie, these can be purchased at reception.

Students are required to wear the uniform:

- When at BROWNS or representing BROWNS
- When engaging in any school activities off campus
- When arriving at / departing from the school campus

Students must wear the RED BROWNS Polo Shirt as their outer layer. The school uniform must be visible at all times.



**PSP BROWNS RED POLO SHIRT**



**HSP BROWNS RED POLO SHIRT**

During cold months students can purchase the **BROWNS Hoodie** at reception or alternatively wear a long sleeve shirt (black, grey, white or red) underneath their RED BROWNS Polo Shirt. **No bright colors or patterns are permitted.**



**SECTION B.7 – UNIFORM POLICY (2/2)**

As part of the school uniform students must wear BLACK/ GREY shorts or BLACK/GREY long pants with their RED BROWNS Polo Shirt. Schools Shorts & Pants can be purchased from TARGET, BIGW, KMART, etc. Please refer to pictures below:



If a student comes to campus without their uniform, they must provide an explanatory note from their homestay/guardian/parent stating the reasons for this. Students will be provided with a school Uniform for the day that must be returned washed and ironed the following day without delay.

If a student does not have a note from homestay/guardian/parent, then they must see the Assistant Director of Studies, and this will be noted on their student record, and included in their academic report.

After a third case of non-compliance to uniform policy, the student will be issued with an Intention to Suspend by the Assistant Director of Studies.

**Jewelry is restricted to:** 1 watch, 2 pairs of earrings, 1 necklace and 2 rings. **Other piercings or tattoos are prohibited**, any pre-existing tattoos will have to be covered.

**Hair:**  
Hair styles should be appropriate, no extreme styles or unnatural colours.

**Make-up:**  
Make up and nail polish should not be worn or should be clear.

**Footwear:**  
Students are to wear enclosed shoes to school; no thongs, slides or sandals permitted. Shoes must be black or white with no visible brand. Please refer to picture below.



**Students will not be allowed to wear any item of clothing other than the official BROWNS UNIFORM described above.**

## SECTION B.8 – STUDENT COMPLAINTS & APPEALS POLICY

### Definitions

For the purposes of this document the following applies:

The **Act** refers to the *Higher Education Support Act 2003*

**Student/s** refers to all persons enrolled with Browns English Language School Pty Ltd t/as BROWNS English Language School and BROWNS Professional (BROWNS)

**Complainant** refers to Students (as defined above) who have lodged a complaint or appeal with BROWNS.

### 1. Overview

BROWNS is committed to providing an effective, efficient, timely, fair and confidential complaints and appeals handling procedure for all Students. This policy covers both academic and non-academic complaints and appeals.

Academic matters include those matters which relate to student progress, assessment, course content or awards in an ELICOS or VET course of study.

Non-academic matters include those matters which do not relate to student progress, assessment, course content or awards in a course and include complaints or appeals in relation to student services, accommodation, facilities and personal information that the provider holds in relation to the student.

Complainants are entitled to access the complaints and appeals procedures regardless of the location of the campus at which the complaint has arisen, the Complainant's place of residence or mode of study.

This policy does not replace or modify policies or any other responsibilities which may arise under other policies or under statute or any other law. Also, the dispute resolution procedures outlined below in this document do not circumscribe an individual's rights to pursue other legal remedies.

If a Student chooses to access this policy and procedure, BROWNS will maintain the Student's enrolment while the complaints and appeals process is ongoing.

### 2. Responsibility

The Managing Director is responsible for implementation of this policy and procedure and ensuring that all staff are fully trained in its operation and Students and Complainants are made aware of its availability.

### 3. General principles

These principles, which will be adhered to by BROWNS, apply to all stages of this procedure:

- The Complainant and any respondent will have the opportunity to present their case at each stage of the procedure.
- The Complainant and any respondent have the option of being accompanied/assisted by a third person (such as a family member, friend or counsellor) if they so desire.
- The Complainant and any respondent will not be discriminated against or victimised.
- At all stages of the process, discussions relating to complaints and appeals will be recorded in writing. Reasons and a full explanation in writing for decisions and actions taken as part of this procedure will be provided to the Complainant and/or any respondent if requested.
- Records of all complaints and appeals will be kept for a period of five years. These records will be kept strictly confidential and stored at BROWNS. Access to these records may be requested by writing to the Managing Director at the aforementioned address.
- A Complainant shall have access to the internal stages of this complaints and appeals procedure at no cost.

### 4. Informal Complaints and Appeals Procedure

Students are encouraged initially to attempt to resolve a complaint or appeal informally by talking directly with the person concerned to resolve the problem. This step is not mandatory and a Student may proceed directly to the Formal Complaints and Appeals Procedure.

### 5. Formal Complaints and Appeals Procedure

#### 5.1 Stage One

Formal complaints or appeals should be submitted in writing to either:

Academic (ELICOS): Head Director of Studies  
Non-Academic: Student Services Manager

The responsible staff member will notify the Complainant of receipt of the complaint or appeal within 5 working days.

The Department Manager will then assess the complaint/appeal, determine the outcome and advise the Complainant in writing of their decision within 10 working days.

The Complainant will be advised of their right to access Stage Two of this procedure if they are not satisfied with the outcome of Stage One.

## **5.2 Stage Two**

If the Complainant is not satisfied with the outcome of Stage One they may lodge an appeal in writing with the Managing Director at BROWNS.

The Complainant's appeal will be determined by the Managing Director who will conduct all necessary consultations with the Complainant and other relevant persons and make a determination of the appeal. The Complainant will be advised in writing of the outcome of their appeal, including the reasons for the decision within 10 working days.

The Complainant will be advised of their right to progress to Stage Three of this procedure if they consider the matter unresolved.

## **5.3 Stage Three**

If the Complainant is dissatisfied with the outcome of their appeal then they may lodge an external appeal by contacting 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 training provider. Refer to the Overseas Students Ombudsman website [www.oso.gov.au](http://www.oso.gov.au) or phone 1300 362 072 for more information.

BROWNS will give due consideration to any recommendations arising from the external review of the complaint or appeal within 20 days of receipt of the recommendations.

### **Further action:**

If the Complainant has been through all stages of this complaints and appeals process and remains unsatisfied with the outcome of their complaint or appeal, then they may:

- contact the National Training Complaints Hotline on 13 38 73 (Monday–Friday, 8am to 6pm nationally) or by email: [skilling@education.gov.au](mailto:skilling@education.gov.au)
- contact the Australian Skills Quality Authority (ASQA). For contact details and information please see: [www.asqa.gov.au](http://www.asqa.gov.au).

## **6. Publication**

This *Student Complaints and Appeals Policy and Procedures (Academic and Non-academic)* will be made available to students and those seeking to enrol with BROWNS through publication on the following website: [www.brownsenglish.edu.au](http://www.brownsenglish.edu.au).

## **7. Approval**

This Policy and Procedure was agreed to and ratified by the company's Managing Director.

## SECTION B.9 – POLICY STATEMENT: FEES AND REFUNDS

As an ELICOS school and Registered Training Organisation (RTO), BROWNS English Language School Pty Ltd (BROWNS) will ensure that it publishes correct and up-to-date fees for all of its courses and services at all times. Furthermore BROWNS will ensure that, prior to enrolment, a student will have access to and be made aware of their full fees, deposit amount, payment dates and the refund policy.

### Confirmation of Enrolment – Domestic Students (Fee for Service)

For each qualified application received BROWNS will issue a Letter of Offer which will include the full name and code of the course/s or qualification/s for which enrolment is sought, the start and end dates of the enrolment, an invoice for all fees, BROWNS terms and conditions and an Acceptance of Offer form.

Included in the invoice will be an outline of the deposit amount required to confirm a student's enrolment and the subsequent dates for all future payments (if any).

Domestic students will be required to pay a **deposit** of \$825.00, which includes an application fee of \$225.00, material fee of \$100.00 and tuition fee of \$500.00.

The invoice included with the Letter of Offer will provide a full break down of future fees payable (if any), ensuring that the amount paid in advance for services or tuition that is yet to be delivered does not exceed \$1,500.00 at any given time.

Variations in the standard payment plan can be determined on a case-by-case basis by the Managing Director.

### Confirmation of Enrolment – International Students

For each qualified application received BROWNS will issue a Letter of Offer which will include the full name and code of the course/s or qualification/s for which enrolment is sought, the start and end dates of the enrolment, an invoice for all fees, BROWNS terms and conditions and an Acceptance of Offer form.

Included in the invoice will be an outline of the deposit amount required to confirm a student's enrolment and the subsequent dates for all future payments (if any).

International students will be required to pay a **deposit** which is equivalent to the application fee plus material and tuition fees to be confirmed based on the duration of the enrolment.

The invoice included with the Letter of Offer will provide a full break down of future fees payable (if any). Fees are normally payable 4 weeks prior to each term/study period.

Variations in the standard payment plan can be determined on a case-by-case basis by the Managing Director.

As a CRICOS registered provider, BROWNS Professional is subject to the TPS Levy as outlined in the Education Services for Overseas Students (TPS Levies) Act 2012.

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees.

### Additional Fees

#### Study Related Fees

Tuition and materials fees, as outlined on the Letter of Offer, include all study related fees required to be paid by students in relation to their enrolment at BROWNS with the exception of ordering a replacement Certificate of Achievement (ELICOS), Statement of Attainment (VET) or Qualification (VET).

BROWNS may also charge an amount for postage if the statement/qualification is required to be posted. This amount will not be more than the amount of postage charged by Australia Post or the Courier service (if requested by the student).

The fees for these additional Study Related services are outlined in the BROWNS Student Handbook as published and updated from time-to-time.

### **Accommodation and Other Service Fees**

Should a student request additional services from BROWNS these will be listed on the Invoice provided with the Letter of Offer and will be due prior to commencement or enrolment confirmation as indicated in the invoice. These services may include:

- Accommodation (Homestay or Student Apartments) fees
- Demi Pair placement fees
- Internship placement fees
- Activity fees
- Exam fees
- Late payment or other administration fees.

### **Refunds**

At BROWNS a program of study may include one (1) or more individual courses. If a program of study includes more than 24 weeks of one individual course the program of study will include two (2) study periods both equal to 50% of the total duration.

All refund requests due to cancellation will only be considered in the context of the program of study and not in relation to individual courses and/or study periods.

The cancellation and refund policy will always apply from the original commencement date outlined in the original Letter of Offer for the relevant program of study. For example, if a student defers the date of commencement of their program of study and later cancels their enrolment prior to the new commencement date, the cancellation and refund policy will apply from the original commencement date and not the deferred start date.

### **Study Refunds**

- All requests for cancellation and refund must be made in writing.
- Bank charges will be deducted from refunds made by overseas electronic transfer or bank draft.
- Some fees are non-refundable. These include the application fee, telegraphic transfer fee and scholarship processing fees, and may include other non-tuition fees as updated from time-to-time. All refunds will be paid to the person who has entered into the contract with BROWNS, unless the person gives a written direction to pay the refund to someone else.
- Refunds will be processed and paid within four (4) weeks of the receipt of the written notification.
- Refunds will be made either in the form of a cheque in Australian Dollars (AUD), by bank transfer to an Australian bank account or by overseas transfer. Refund cheques will be posted to the nominated address, or made available for collection from the Student Services team on Campus.
- The Refundable Amount paid by BROWNS are:
  - a. If written cancellation of the enrolment is received four (4) or more weeks prior to the original commencement date of the program of study– 100% of refundable fees.
  - b. If written cancellation of the enrolment is received less than four (4) weeks prior to the original commencement date of the program of study – 50% of refundable fees.
  - c. If written cancellation of the enrolment is received on or after the original commencement date of the program of study the student is not entitled to a refund of any tuition or material fees unless:
    - a. The Managing Director deems that exceptional circumstances apply; or
    - b. The student has a legitimate complaint against BROWNS that can be substantiated under the Consumer Protection Laws of the Commonwealth of Australia or the State of Queensland.
  - d. For International students if the cancellation is a result of visa rejection, a full refund of tuition and material fees will be made, provided that sufficient evidence of visa refusal is provided from the Australian Department of Immigration & Border Protection.
- For International Students refunds will not be granted if the Department of Immigration and Border Protection has excluded the student from continuing his or her studies.
- In all cases where a student is suspended, excluded or expelled due to non-compliance with the school rules or Code of Conduct no monies will be refunded unless BROWNS is required to do so by law.
- Should a student become seriously ill or be required to return home due to exceptional circumstances of a compassionate nature, such as the death or severe illness of an immediate family, and can no longer continue their study within the foreseeable future, BROWNS may refund the balance of unused tuition fees and accommodation fees. Requests for such a refund must be made in writing to the Managing Director.
- Exceptional fee refunds are wholly at the discretion of the Managing Director of BROWNS, and must be supported by appropriate documentary evidence in the English language, such as an original medical certificate or death certificate.

- In the unlikely event that BROWNS is unable to deliver a course in full, and at the discretion and preference of the student, BROWNS will either:
  - Offer the student a full refund of all the course money paid to date, and paid in full within 4 weeks of the day on which the course ceases to be provided; or
  - Offer the student enrolment in an alternative course provided by BROWNS at no extra cost. If the student chooses placement in another course, appropriate admissions documentation will need to be signed by the student to indicate acceptance of a new enrolment.
- For International Students who have paid in advance, if BROWNS is unable to provide a refund or place the student in an alternative course, the TPS (Tuition Protection Services – ESOS) will place the student in a suitable alternative course at no extra cost. If TPS cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.

**Homestay Refunds**

- If a homestay booking is cancelled or changed prior to the Booking Confirmation being issued by BROWNS the placement and accommodation fees will be refunded in full.
- If a homestay booking is cancelled or changed after the Booking Confirmation is issued by BROWNS:
  - a. More than two (2) weeks before the check-in date – the Accommodation fee will be refunded in full. The Placement Fee is not refundable.
  - b. Less than two (2) weeks before the check-in date – the Accommodation fee will be partially refunded with a penalty fee equivalent to one (1) week of the Accommodation fee deducted. The Placement Fee is not refundable.
  - c. After the due check-in date – if two (2) weeks' notice was provided to the host family then a full refund of all unused Accommodation fees will be processed. If the cancellation request is received without two (2) weeks' notice being provided a penalty fee equivalent to two (2) weeks of Accommodation fees will be deducted from any refund due.
  - d. If a student is evicted from Homestay due to a breach of rules or regulations no refund will be provided for the remainder of the stay.

**Apartment Refunds**

- If an Apartment booking is cancelled or changed prior to the Booking Confirmation being issued by BROWNS the placement and accommodation fees will be refunded in full.
- If an Apartment booking is cancelled or changed after the Booking Confirmation is issued by BROWNS:
  - a. More than two (2) weeks before the check-in date – the Accommodation fee will be refunded in full. The Placement Fee is not refundable.
  - b. Less than two (2) weeks before the check-in date – the Accommodation fee will be partially refunded with a penalty fee equivalent to one (1) week of the Accommodation fee deducted. The Placement Fee is not refundable.
  - c. After the due check-in date a refund will only be processed once a suitable replacement has been found. Once a suitable replacement has been confirmed a refund of all unused Accommodation fees will be processed.
  - d. If a student is evicted from the Apartment due to a breach of rules or regulations no refund will be provided for the remainder of the stay unless a suitable replacement has been found. Once a suitable replacement has been confirmed a refund of all unused Accommodation fees will be processed.

**Airport Transfer Refunds**

- If an Airport Transfer (pick up or drop off) booking is cancelled or changed :
  - a. 48 hours or more prior to the original arrival time – a full refund of the transfer fee will be provided.
  - b. Less than 48 hours prior to the original arrival time – no refund will be issued.



## Acceptance of Offer 61866

### SECTION C.1 - STUDENT DETAILS

<b>Student number:</b>	0000041900	<b>Date of birth:</b>	3/11/2003
<b>Given names:</b>	Mael Pierre Robert	<b>Country of birth:</b>	New Caledonia
<b>Family name:</b>	MESNIER-PIERROULET	<b>Country of passport:</b>	France
<b>Gender:</b>	Male	<b>Passport number:</b>	19KR40319

### SECTION C.2 – PARENTS/LEGAL GUARDIAN DETAILS

<b>Name of Parent/Legal Guardian 1</b>	
Relationship to student	
Home Address:	
Phone Number	
Email Address:	

<b>Name of Parent/Legal Guardian 2</b>	
Relationship to student	
Home Address:	
Phone Number	
Email Address:	

### SECTION C.3 – CONSENT AND RELEASE OF INFORMATION

By signing the Enrolment Agreement I/we, the undersigned, hereby confirm that I/we give unconditional and irrevocable consent for BROWNS English Language School and/or BROWNS Professional (BROWNS), in which my/our son/daughter is or will become a student, to release any and all information which BROWNS may possess or acquire in the future in relation to me. This includes all academic and other records, results of tests, examinations or evaluations, medical and other personal records and/or knowledge and information that BROWNS may possess or come to possess in relation to me, and for doing so let this be the good and sufficient authority of the institution.

For greater certainty, I consent to BROWNS reporting any behaviour which is illegal, or which, if gone unchecked has the potential to distract from and hinder my academic performance.

I clarify that the information detailed above can be released to the parties listed below (please tick if you wish to release the information to one or any of the parties listed below):

- My national government (including embassies, consulates and any department of said government)
- My educational agent (please write the name of your agency) : \_\_\_\_\_
- My relative(s) (please specify by full name and relationship) : \_\_\_\_\_
- Another educational institution (please write the name of the institute): \_\_\_\_\_

This Consent, Authorisation and Direction shall continue in full force and effect for the duration of my studies and/or training.

## Acceptance of Offer 61866

### SECTION C.4 – ACCEPTANCE OF OFFER DECLARATION

I/we, the undersigned, being the parent(s)/legal guardian(s) of the above-named student accept the Letter of Offer made by BROWNS English Language School Pty Ltd (BROWNS) as outlined above and declare the following:

- I/we confirm the above details are true and correct.
- I/we confirm the terms and conditions of this Letter of Offer (Section A) and the BROWNS policies and procedures, as available on the website and in the Student Handbook, have been explained to me and I understand that any variations will be provided to me in writing and will be signed by an authorised employee of BROWNS. I confirm that my son/daughter will abide by these terms and conditions and accept this Letter of Offer from BROWNS English Language School and BROWNS Professional.

#### Fee Payment:

- I/we agree to pay the fees as outlined in the attached Invoice (Sections A.5 and A.6)
- (if applicable) I/we confirm that having been offered a payment plan under the Tuition Protection Service (TPS) framework, however I/we have chosen to pay more than 50 per cent of the total tuition fee.

#### Welfare and Accommodation Agreement:

- I/we accept the terms and conditions of the Welfare and Accommodation Agreement (Section B.2)

#### Code of Conduct and Bullying Policy:

- I/we accept the terms and conditions of the Code of Conduct and Bullying Policy Agreement (Section B.3 and B.4)

#### Publication of Imagery:

- I/we accept the terms and conditions of the Publication of Imagery Agreement (Section B.5)

#### Consent and Release of Information:

- I/we hereby agree to release BROWNS, and its representatives and employees, from any claims, causes of action or liability arising now or in the future by reason of the release of the confidential information and parties referred to above

#### Visa Lodgement

My visa application is lodged from:  Australia or  Overseas  
*(student location at the time of visa lodgement)*

Signed by Parent/Legal Guardian      Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed by Parent/Legal Guardian      Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed by Student                              Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_