

# Terms and Conditions

Please read the following terms and conditions of your student agreement. By submitting this application, you acknowledge that you have read, understood and accept the terms and conditions. Your Letter of Offer and Quote (latest version) form part of this agreement.

## Payment of Fees

- All fees must be paid by the invoiced due date.
- If fees are not paid by the invoiced due date, students may be precluded from attending classes, sitting exams and receiving results. Student visa holders may be reported to the Department of Immigration and Border Protection for non-payment of fees.

## Refund of Fees

- All refund applications must be submitted by using the official Shafston Student Refund Form available at [www.shafston.edu](http://www.shafston.edu).
- Application Fees and Accommodation Placement fees are non-refundable.
- Cancellation in writing at least 28 days before the student's packaged program start date attracts a full refund, except any non-refundable fees.
- Cancellation in writing less than 28 days before the student's packaged program start date attracts a refund less any non-refundable fees and a \$500 cancellation fee per course.
- Cancellation after the student's packaged program start date will not attract a refund.
- For student visa holders - no refund is available for students who cancel their course/s in a packaged program after arrival in Australia.
- For a visa application rejection - a student must provide written evidence to Shafston within 14 days of being rejected, to receive a full refund of course fees, except any non-refundable fees.
- Students who withdraw and are not eligible for a refund as per the above terms and conditions may apply if the student can provide exceptional circumstances or show extreme personal hardship. Independent documented evidence such as medical certificates will be required. The decision to grant a refund based on exceptional circumstances or extreme personal hardship is wholly at the discretion of the Director. In that case, fees may be refunded on a pro-rata basis, minus the \$500 cancellation fee per course and application fees. However, should participants wish to resume their studies at a later date, the original fee payment can be used as credit towards that course within twelve months of initial payment.
- Refunds will be paid to the person or entity that paid the fees to Shafston, less any bank fees, within four (4) weeks from the date of Shafston receiving your notification of withdrawal and completed Refund Form.
- No refunds will be given to students for public holidays or missed days by the student.
- No refunds will be given to students who are expelled as detailed in the Student Code of Conduct or non-compliance with visa conditions.
- A refund of your course fees may affect your student visa. The Department of Immigration and Border Protection will assess your situation individually in accordance with their student visa policies.

## Transfer of Fees

- Fees are not transferable between students.
- Fees can be transferred from one Shafston course to another if you wish to cancel a future course.
- A cancellation fee of \$500 per course will apply if a student requests to cancel and transfer fees from one Shafston course to another.
- Free weeks of study and scholarship weeks are non-transferable.
- Tuition fees cannot be transferred to other services.

## Deferral and Suspension of Fees

- If a student leaves the program for health or urgent family reasons, Shafston will defer their course and hold the student's remaining tuition fees for up to one (1) year.
- Students requesting to suspend or defer their course start date after their student visa has been granted, will be required to show compassionate or compelling circumstances supported by independent documentation before Shafston may approve a course suspension or deferral.
- Suspension and deferral of study applications must be submitted by using the official Shafston Suspension and Deferral of Study Form available at: [www.shafston.edu](http://www.shafston.edu).
- Suspension and deferral of study applications must be submitted by using the official Shafston Suspension and Deferral of Study Form available at: [www.shafston.edu](http://www.shafston.edu).
- If the student's fees remain unpaid at the time of suspension or deferral, the student must pay \$1,000 deposit fee. The non-refundable deposit fee will be allocated against the tuition fees.

## Student Transfer and Release

- Shafston's Student Transfer and Release Policy and Procedure is published at: [www.shafston.edu](http://www.shafston.edu).
- Shafston's Student Transfer Request Form is available at: [www.shafston.edu](http://www.shafston.edu)
- Students must have completed six (6) months of their principal course of study to apply for a student transfer and release from Shafston.
- Tuition fees remaining, less \$500 transfer fee will be transferred to another registered training provider if a student reaches the required IELTS test score (official documentation must be provided) for higher studies entry before the end of their Shafston enrolment.
- The new course must not have an ELICOS component.

## Student Transfer and Release

- If a course is unavailable, the student will be offered a refund of the unused portion of the course fees.
- If Shafston or a delivery partner of Shafston is unable to provide a refund or place you in a substituted course, the Australian Government Tuition Protection Scheme (TPS) will assist you to find a course at no extra cost to you.
- If the TPS cannot place you in a substituted course, the Education Services for Overseas Students (ESOS) the Assurance Fund Manager will assist you to find an alternative course. If this is not possible, you may be eligible for a refund by the TPS Manager. For further information go to: [www.tps.gov.au](http://www.tps.gov.au).

## Complaints and Appeals

- Shafston's Grievance and Appeals Policy and Procedure is published at: [www.shafston.edu](http://www.shafston.edu).
- Shafston's Complaints and Appeal Form is available at: [www.shafston.edu](http://www.shafston.edu).

## Conditions of Enrolment

- Students will be tested for their current English level on arrival and placed into a suitable class level according to their test result.
- Shafston will monitor the student's progress through their course and suitable classes/courses of study will be recommended to the students.
- Student visa holders will be required to maintain satisfactory course attendance during their study at Shafston.

## Homestay Accommodation - Brisbane & Gold Coast

- Two (2) week minimum booking is required.
- All Homestay fees must be paid by the invoiced due date.
- One (1) weeks written notice to the Homestay Manager is required if you want to cancel your Homestay.
- No refunds will be given if the student leaves their Homestay family within the first week.
- A Homestay transfer fee of \$60 will apply if a student requests more than one (1) change of Homestay.
- No additional transfer fee will be charged if Shafston agrees that your Homestay is unable to provide a satisfactory environment.
- Students with confirmed arrival details, who do not arrive to commence their Homestay, will still be charged for any missed nights.

## Peninsula@Shafston - Brisbane

- Two (2) weeks minimum booking is required.
- All fees must be paid by the invoice due date.
- Arrival and departure flight details must be provided prior to check-in.
- Two (2) weeks written notice to the Accommodation Department is required if you want to cancel your booking.
- No shows and cancellations made within two (2) weeks of your check-in will incur two (2) weeks rent.
- No refunds will be given if the student leaves the accommodation within the first week.
- If a student books a private apartment, the student can't change to a shared booking until the end of their contract term.
- No refunds will be given to residents evicted for unacceptable behaviour.

## Southport Central - Gold Coast

- Eight (8) weeks minimum booking is required.
- All fees must be paid by the invoice due date.
- Arrival and departure flight details must be provided prior to check-in.
- Two (2) weeks written notice to the Accommodation Department is required if you want to cancel your booking.
- No shows and cancellations made within two (2) weeks of your check-in will incur two (2) weeks rent.
- No refunds will be given if the student leaves the accommodation within the first week.
- If a student books a private apartment, the student can't change to a shared booking until the end of their contract term.
- No refunds will be given to residents evicted for unacceptable behaviour.

## Airport Greeting and Transfer

- Notification of cancellation must be made 24 hours prior to the advised arrival or departure flight details.
- Notification of cancellation must be made to the Homestay Department via email and via phone to the driver phone number provided on the Airport Greeting and Transfer confirmation.
- No refund is payable if cancellation is not received 24 hours prior to the advised arrival or departure flight details and an additional Airport Greeting and Transfer fee will be payable.

## Confidentiality and Privacy Policy

Shafston is not permitted or authorised to give out your personal information to other students or staff members. Your personal information may be made available by Shafston to the Australian Government or other relevant authorities as required by law. For further information please go to [www.shafston.edu](http://www.shafston.edu).

## Consumer Law

The International Student Agreement and the availability of complaints and appeals process, does not remove your right to take action under the Australian Consumer Protection Law.

## Photographs and Videos

Shafston may take photographs and videos of students during their course, which may be used for marketing purposes. Please contact Student Services if you do not wish your photograph or video to be used for marketing purposes.

I agree to advise Shafston upon commencement of my enrolment, my current residential address and contact details and agree to advise Shafston within 7 days of any change during the course of my enrolment.

I acknowledge that the information I have provided is true and correct and that I have read, understood and accept the terms contained herein.

## Print Name:

## Signature (Parent/Guardian to sign if under 18):

## Date:

Day	Month	Year
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**PLEASE RETURN YOUR COMPLETED APPLICATION FORM AND SUPPORTING DOCUMENTS TO: [info@shafston.edu](mailto:info@shafston.edu)**