

# 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

1. Payment is considered acceptance of all Shafston Terms and Conditions of Enrolment, Refunds, Deferrals, Suspensions and Transfers.
2. Fees may be subject to change without notice.
3. All fees must be paid by the invoiced due date.
4. If fees are not paid by the invoiced due date, students may be precluded from attending classes, sitting exams and receiving results/certificates. Student visa holders may be reported to the Department of Home Affairs (DHA) for non-payment of fees.
5. Students who have not been required to pay full fees upfront as invoiced will be required to pay balance fees by invoiced due dates (payment plan agreement). Students failing to pay the instalments on the due dates will have their course cancelled, results withheld and if student visa holders reported to DHA for non-payment of fees. If a student on a payment plan wishes to cancel their course after the packaged program start date a \$350 payment plan cancellation fee will apply.

## Refund of Fees

6. Notification of cancellation or withdrawal from individual courses or a packaged program must be made in writing to Shafston prior the start date of the packaged program.
7. All refund applications must be submitted by using the official Shafston Student refund form available at [www.shafston.edu](http://www.shafston.edu).
8. Application fees and accommodation placement fees are non-refundable. If a discounted application or placement fees were offered during the enrolment full fee will be deducted.
9. Cancellation in writing at least 28 days before the student's original packaged program start date attracts a full refund except any non-refundable fees (point 8).
10. Cancellation in writing less than 28 days before the student's original packaged program start date attracts a full refund except any non-refundable fees (point 8) and less a \$500 cancellation fee per course and \$350 if on payment plan (point 5).
11. Cancellation after the student's original packaged program start date will not attract a refund. The exception to this is noted in point 14.
12. For student visa holders no refund is available for students who withdraw/cancel their course on arrival in Australia. The exception to this is noted in point 14.
13. No refunds will be given to students for public holidays or missed days by the student or to students who are expelled as detailed in the Student Code of Conduct or non-compliance with visa conditions.
14. Students who withdraw are not eligible for a refund as per the above terms and conditions however, a refund may apply if the student can provide exceptional circumstances or 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 board of Directors. In that case, fees may be refunded on a pro-rata basis, minus the \$500 cancellation fee per course and application and placement fees and \$350 if student is on a payment plan. 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 12 months of initial payment.
15. If a student has withdrawn and is not eligible for a refund as per the above terms and conditions Shafston will hold the student's funds in trust up to 12 months for the student to transfer to a Shafston course of study in the future.
16. For a visa application rejection a student must provide written evidence and a copy of the visa refusal to Shafston within 14 days of being rejected to receive a full refund of course fees, except any non-refundable fees (point 8).
17. Refunds will be paid to the person or entity that paid the fees to Shafston, less any bank fees, within 4 weeks from the date of Shafston receiving your notification of withdrawal, completed refund from and supporting documents. Payments received by credit card are to be refunded back to the credit card used to make the original purchase, we are unable to send the refunded amount via the Internet, money order or international money transfer.

## Packaged Program

18. A packaged program consists of studying more than one course of Shafston. Each course is indicated by the course start and end date on your Shafston offer letters.

## Transfer of Fees

19. Fees are not transferable between students.
20. Fees can be transferred from one program to another if you wish to change courses within Shafston International College.
21. Free weeks of study and scholarship weeks are non-transferable.
22. Tuition fees cannot be transferred to other services.

## Deferral and Suspension of Fees

23. 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 12 months.
24. 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.
25. 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).
26. Student visa holders must notify Shafston within five (5) working days from the course start date of a new course start date or withdraw from the course.
27. 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

28. Shafston's Student Transfer and Release Policy and Procedure is published at [www.shafston.edu](http://www.shafston.edu).
29. Shafston's Student Transfer Request Form is available at [www.shafston.edu](http://www.shafston.edu).
30. Students must have completed six (6) months of their packaged principal course of study to apply for a student transfer and release from Shafston.
31. 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.
32. The new course must not have an EUCOS component.

## Conditions of Enrolment

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

## Complaints and Appeals

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

## Homestay Accommodation - Brisbane & Gold Coast

38. All fees must be paid by the invoice due date.
39. Flight details must be provided prior to departure.
40. Two (2) weeks minimum booking is required.
41. Two (2) weeks written notice to the Accommodation Department is required if you want to cancel your Homestay prior to checking in.

42. Two (2) weeks written notice to the Accommodation Department is required if you want to cancel your Homestay after checking in. An additional \$60 administration fee will apply. Further changes may incur additional fees.
43. Additional transfer fee and notice period may be waived if the Accommodation Department agrees that your current Homestay is unable to provide a satisfactory environment.
44. Students with confirmed arrival details who do not arrive to commence their Homestay without prior notice will still be charged for any missed nights.
45. All special requests (with the exception of allergies and medical conditions) will be considered but no guarantees can be made unless pre-approved by the Homestay Department. The Accommodation Department reserves the right to apply additional charges for special requests.
46. Students will be charged additional fees for special dietary requirements.
47. All students must abide by and respect their host family's house rules.
48. Students who travel away during their homestay check-in and check-out dates must continue to pay for their room at the homestay whilst they are away if they are returning to the homestay.

## Peninsula Apartments - Brisbane

49. All fees must be paid before the booking is placed.
50. Flight details must be provided prior to departure.
51. Two (2) weeks minimum booking is required.
52. Two (2) weeks written notice to the Accommodation Department is required if you want to cancel your Peninsula booking prior to checking in.
53. Two (2) weeks written notice to the Accommodation Department is required if you want to cancel your Peninsula booking after check-in. An additional \$60 administration fee will apply.
54. No shows or cancellations made within two (2) weeks of your check-in date will incur two (2) weeks rent.
55. If a student books a private room or apartment, the student cannot change to a shared booking until the end of their contract term.
56. No refunds will be given to residents evicted for unacceptable behaviour.
57. At least 1 weeks' notice is required if an extension is requested (subject to availability).
58. Any requested room changes will incur additional costs.
59. If two students have paid for 1 private room \$150 cleaning fee is applicable, \$75 each.
60. A security deposit of \$300 is payable on check-in and must be paid by credit card where possible.

## Southport Central - Gold Coast

61. All fees must be paid before the booking is placed.
62. Flight details must be provided prior to departure.
63. Four (4) weeks minimum booking is required from April to September.
64. Eight (8) weeks minimum booking is required from October to March.
65. Airport pick up service is compulsory.
66. Two (2) weeks written notice to the Accommodation Department is required if you want to cancel your Southport Central booking prior to check-in.
67. Four (4) weeks written notice to the Accommodation Department is required if you want to cancel your Southport Central booking after check-in.
68. No shows or cancellations made within two (2) weeks of your check-in date will incur two (2) weeks rent.
69. If a student books a private room or apartment, the student cannot change to a shared booking until the end of their contract term.
70. No refunds will be given to residents evicted for unacceptable behaviour.
71. At least 1 weeks' notice is required if an extension is requested (subject to availability).
72. Any requested room changes will incur additional costs.
73. If two students have paid for 1 private room \$150 cleaning fee is applicable, \$75 each.
74. A security deposit of \$300 is payable on check-in and must be paid by credit card where possible.

## Airport Greeting and Transfer

75. Notification of cancellation must be made 24 hours prior to the advised arrival or departure flight details.
76. Notification of cancellation must be made to the Accommodation Department via email and via phone to the driver phone number provided on the Airport Greeting and Transfer confirmation.
77. 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 may be payable if our driver is required to attend the pickup location again.
78. Students that have not prepaid for the airport pick up service cannot request transportation at the airport.
79. Flight details must be confirmed no later than 48 hours prior to arrival or transfer will be cancelled.
80. All students aged between 12-16 years old must purchase the airport check-in service.
81. All students classed as an 'unaccompanied minor' by their chosen airline must purchase the unaccompanied minor pick-up service.

## 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
-----	-------	------

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