

Written Agreement / Terms and Conditions of Enrolment (ELICOS) 2019

Please read the following written agreement and 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 House College Pty Ltd Terms and Conditions of Enrolment, Refunds, Deferrals, Suspensions and Transfers.
2. Fees may be subject to change without notice prior to the student's enrolment.
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 requested and agreed to a payment plan must make payments as per installment due dates on the payment plan. Failure to pay by the instalment due dates will result in the cancellation of your course, results withheld and student visa holders will be reported to DHA for non-payment of fees.
6. Administration fee is payable every time you request a change due to circumstance. Refer to administration fees on the Application Form.

Cancellation and Refund

7. Notification of cancellation from individual courses or a packaged program must be made in writing to Shafston House College Pty Ltd prior to the start date of your course or packaged program.
8. All refund applications must be submitted in writing by using the official Shafston House College Pty Ltd Student refund form available at <http://shafston.edu/forms-policies-and-procedures/>
9. Application fee and accommodation placement fee are both non-refundable. If a discounted application or placement fee was offered during enrolment, the full fee will be deducted from any potential refund you may be eligible for.
10. A cancellation fee of \$500 is payable per course cancelled.
11. Notification of cancellations received at least 28 days prior to the original course or packaged program start date attracts a full refund less any non-refundable fees stated in clause 9.
12. Notification of cancellations received less than 28 days prior to the original course or packaged program start date attracts a full refund less any non-refundable fees (clause 9) and will attract the cancellation fee (clause 10)
13. Notification of cancellations received after the original course or packaged program start date will not attract a refund. The exception to this is noted in clause 16
14. For student visa holders no refund is available for students who cancel their course on arrival in Australia. The exception to this is noted in clause 16.
15. 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 noncompliance with visa conditions.
16. Students who cancel are not eligible for a refund as per the above terms and conditions however, a refund may apply if the student can provide evidence of exceptional circumstances or extreme personal hardship. Independent documented evidence such as a medical certificate 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, less the \$500 cancellation fee per course, application and placement fees. However, should the student wish to resume their studies at a later date, the original fee payment can be used as credit towards the originally enrolled course within 12 months of initial payment.
17. If a student has cancelled and is not eligible for a refund as per the above terms and conditions, Shafston House College Pty Ltd will hold the students funds in trust for up to 12 months for the student in the event they wish to undertake another course of study with Shafston House College Pty Ltd.
18. For a visa application refusal, a student must provide written evidence and a copy of the visa refusal to Shafston House College Pty Ltd within 14 days of being rejected to receive a full refund of course fees, less any non-refundable fees (clause 9).
19. Refunds will be paid to the person or entity that paid the fees to Shafston House College Pty Ltd, less any bank fees, within 4 weeks from the date of Shafston House College Pty Ltd receiving your notification of cancellation, completed refund form and supporting documents. (Visa refusal within 7 days)
20. Payments received by credit card are to be refunded back to the credit card used to make the original payment. We are unable to send the refundable amount via the Internet, money order or house money transfer.
21. All cancellations of enrolments are reported to the Department of Home Affairs (DHA).
22. Students may apply for a refund of tuition fees for courses they have commenced, less the non-refundable fees (clause 8) and less the cancellation fees (clause).
23. Refunds will not be approved for courses that the student has commenced on or after the course or packaged program start date.

Packaged Program

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

Transfer of Fees

25. Fees are not transferable between students.
26. Fees can be transferred from one program to another if student wishes to change courses within Shafston House College Pty Ltd scope.
27. Free weeks of study and scholarship weeks are non-transferable.
28. Tuition fees cannot be transferred to other services.

Deferral and Suspension of Fees

29. If a student leaves the program for health or urgent family reasons, they may apply to defer or suspend their course for a maximum of 6 months. Upon approval, Shafston House College Pty Ltd will defer or suspend a course and hold the student's remaining tuition fees in credit.
30. 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 House College Pty Ltd may approve a course suspension or deferral.
31. Suspension and deferral of study applications must be submitted by using the official Shafston House College Pty Ltd Suspension and Deferral of Study Form available at <http://shafston.edu/forms-policies-and-procedures/>
32. Student visa holders must notify Shafston House College Pty Ltd within five (5) working days from the course start date of a new course start date or Cancel from the course.

33. 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.
34. Shafston House College Pty Ltd Student Transfer and Release Policy and Procedure is published at <http://shafston.edu/forms-policies-and-procedures/>

Student Transfer and Release

35. Shafston House College Pty Ltd Shafston Student Transfer and Release Request Form is available at <http://shafston.edu/forms-policies-and-procedures/>
36. Students must have completed at least six (6) calendar months of their principal course of study before they can apply for a transfer and release.
37. Students who are leaving a provider to transfer to Shafston House College Pty Ltd must provide a release letter from their principal course provider when requested by Shafston House College Pty Ltd.
38. The new course must not have an ELICOS component.
39. Students who are leaving a provider to transfer to Shafston House College Pty Ltd must provide a release letter from their principal course provider when requested by Shafston House College Pty Ltd.

General

40. All Shafston ELICOS course delivery includes 25-hours face-to-face classroom delivery.
41. All teaching will be at the Shafston campus you enrol at (Brisbane or Gold Coast).
42. All students must attend the compulsory Orientation on the first day of your course.
43. All students must sit an on-shore English Placement Test on arrival (as part of Orientation) with Shafston Academic staff.
44. All students will be placed in an English class to reflect their language proficiency level. Each student needs to meet the English language proficiency pre-requisite. Your progress, learning goals and outcomes will be monitored by Shafston College academic staff.
45. Shafston House College Pty Ltd will provide all students text books, handouts and other learning materials. This is included in your learning materials fee.
46. Shafston is an authorised Cambridge Exams (Brisbane and Gold Coast), and TOEIC and TOEFL exam test centre at the Brisbane campus.
47. Shafston students are surveyed throughout their course so that Shafston staff are able to obtain feedback on your experience at Shafston.
48. Shafston students are invited to participate in focus groups to talk about their Shafston experience with Shafston staff.
49. Any photos or video footage taken at Shafston House College Pty Ltd (Shafston) or by Shafston staff of Shafston students are the property of Shafston House College Pty Ltd and may be used in reproduction of materials for promotional use without consent.

Attendance - Shafston is required to monitor overseas student attendance

51. It is a requirement of your Student Visa to maintain your attendance above 80%.
52. Attendance is monitored daily and the class roll is completed for each study session by Shafston teachers.
53. Shafston will contact you if you are absent for more than five consecutive days without approval.
54. Completed Holiday Request Forms must be approved by Shafston College before you take official leave, otherwise you will be marked as 'Absent' in class.
55. If your attendance falls below 90%, you will be issued an Initial Attendance Warning Letter and required to make an appointment to see the Attendance Counsellor.
56. If your attendance continues to fall, you will be issued a Second Attendance Warning Letter and required to make an appointment to see the Attendance Counsellor.
57. If you have compassionate and/or compelling reasons, please provide supporting documentary evidence when you speak to the Attendance Counsellor.

Assessment

58. All students are assessed regularly by the class teachers using formative and summative assessment tasks. The tasks will cover the macro-skills - Reading, Writing, Speaking, Listening, and Grammar. The purpose of assessment is to monitor learning and course progress.
59. In-class tests are conducted on a weekly basis by the class teacher. Level-up tests are held on a fortnightly basis. These apply to both campuses.
60. Test results and feedback will be given by Shafston staff, and test results are electronically recorded by Shafston staff.
61. Test papers remain the property of Shafston, however students will be provided with a copy of their test paper.
62. All students will receive regular progress reports from the teachers in order to monitor course progress.
63. Students identified at risk of not maintaining course progress/requiring additional academic support, as referred by class teachers, will receive a Reminder Letter, followed by a Warning Letter, and offered appropriate support by ELICOS Academic staff.
64. It is a student visa requirement, and part of the National Code (2000) and ELICOS standards (2018) that policies and procedures for checking course progress and monitoring attendance are in place and observed. If you are concerned about your attendance/academic progress, please speak to the Director of Studies. If you are reported to Immigration by Shafston College for not making satisfactory course progress or meeting attendance requirements, this may affect your Student Visa status in Australia.
65. You may access the Shafston House College Pty Ltd Complaints and Appeals Policy and Procedure at any time at <http://shafston.edu/forms-policies-and-procedures/> and also have a support person with you when speaking to Shafston College staff about your matter.
66. Student General Code of Conduct is published in the Student Handbook on the Shafston Website <http://shafston.edu/forms-policies-and-procedures/>. All students are encouraged to read and abide by the Student General Code of Conduct.
67. Shafston's Grievance and Appeals Policy and Procedure is published at <http://shafston.edu/forms-policies-and-procedures/>
68. Student Complaints and Appeal Form is available at <http://shafston.edu/forms-policies-and-procedures/>
69. 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.

Students Under 18

70. Students under 18 years who wish to enrol and study in the High School Preparation Program CRICOS 098411D, or General English CRICOS 021673G must complete the Under 18's Student Welfare Form. Shafston House College Pty Ltd will not process any enrolment until this form has been fully completed and signed by the Parent/ Legal Guardian.
71. Students under 18 years of age who enrol and study in the High School Preparation Program CRICOS 098411D, or General English CRICOS 021673G must adhere to the Terms and Conditions of the Written Agreement for Under 18's Student Welfare at all times.
72. Students under 18 years of age who enrol and study in the High School Preparation Program CRICOS 098411D, or General English CRICOS 021673G must complete a Holiday Leave Form with approval from the Parent/Legal Guardian before the form will be processed.
73. Students under 18 years of age who enrol and study in the High School Preparation Program CRICOS 098411D, or General English CRICOS 021673G and residing in Extra-Care Homestay must go to the Shafston library, sign-in and report to the supervising teacher. The student must not leave until the homestay/carer has arrived to collect the student. The student must sign out before leaving the library.
74. Welfare and Pastoral Care interviews will be conducted on a monthly basis to check on the status of the student by senior Academic staff or nominated Shafston College staff.
75. Shafston will contact both the student under 18 and the Parent/Legal Guardian /nominated care-provider if the class teacher reports them absent from class at any time.
76. All High School Preparation CRICOS 098411D students must wear the Shafston issued HSP uniform at all times.
77. High School Preparation CRICOS 098411D are to remain in the HSP zone.
78. Students are to be respectful and inclusive of all each other on campus at all times. If you feel you have been treated unfairly, please speak with Shafston staff immediately.
79. Physical and Cyber bullying is not tolerated. It is important to stay safe when using computers and portable internet/technology. If you feel you have been treated unfairly, and or your safety has been compromised, please speak with Shafston staff immediately.
80. Students under 18 years of age who enrol and study in the High School Preparation Program CRICOS 098411D, or General English CRICOS 021673G are issued a Shafston Safety Card on your first day. You must keep this in your wallet / on you at all times.
81. Shafston can offer guidance on educational pathways. All test results and copies of your Progress Reports can be issued on request to other educational providers.

Provider Default

82. In the event that Shafston is no longer able to deliver the training and assessment services as initially outlined in this student agreement and course fees are paid in advance, then the College will either, offer you an alternative course that you accept, or pay you a refund of your unspent prepaid tuition fees, or arrange for the agreed training and assessment to be completed through another RTO (no additional fees will be incurred). Prior to any transfer, students will be formally notified of the arrangements including any refund of fees that may be applicable.
83. In the unlikely event that the College cannot meet our obligation to either offer you an alternative course that you accept, or pay you a refund of your unspent prepaid tuition fees or do any other thing required of it under the ESOS Act 2000 (provider default), the Australian Government Tuition Protection Service (TPS) will assist you in finding an alternative course with another provider, or to get a refund if a suitable alternative is not found. The TPS is an Australian Government initiative to assist international students whose education providers are unable to fully deliver their course of study. Note: You will be required to pay fees to your new college once the credit-free tuition period is over. For further information, please refer to the TPS website for further information www.tps.gov.au.
84. You have the right to choose whether you would prefer a full refund of undelivered course fees, or to accept a place in another course. Provider default refunds will be calculated on a pro rata basis and students will be eligible for a refund of future course money that has not yet been delivered. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course at another provider.

Homestay Accommodation - Brisbane & Gold Coast

85. Homestay terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston House College Pty Ltd website. <http://shafston.edu/homestay-students/>

Unilodge Accommodation - Brisbane

86. Unilodge Accommodation terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston House College Pty Ltd website. <http://shafston.edu/unilodge-brisbane/>

Peninsula Apartments - Brisbane

87. Peninsula Apartments terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website. <http://shafston.edu/peninsula-brisbane/>

Blue Water Bay Villas Accommodation - Gold Coast

88. Blue Water Bay Villas terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston House College Pty Ltd website. <http://shafston.edu/blue-water-bay-gold-coast/>

Southport Central - Gold Coast

89. Southport Central Apartments terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website. <http://shafston.edu/southport-central-gold-coast/>

Airport Greeting and Transfer

90. Any notification of cancellation, missed or delayed flights must be received by the homestay department at least 24 hours prior to the advised arrival or departure flight details.

91. Any notification of cancellation, missed or delayed flights must be made to the Homestay & Accommodation Department by email.
92. If you are already in transit, any notification of cancellation, missed or delayed flights must be made by phone to the Airport Transfer Emergency Contact Number provided on the Airport Greeting and Transfer confirmation.
93. No refund is payable if clause 90, 91 and/or 92 are not adhered to and an additional Airport Greeting and Transfer fee may be payable if our driver is required to attend the pickup location a second time.
94. Students carrying oversized luggage eg: Surf Boards, Bicycle, Golf Clubs must notify the homestay department. A fee of \$10 will be charged by the driver at the airport.
95. Students that have not pre-paid their airport pick up service cannot request Shafston's airport greeting and transfer at the airport on arrival.
96. Failure to supply flight details at least 48 hours prior to your scheduled arrival will result in the cancellation of your booked airport transfer.
97. All students aged between 12-16 years old must purchase the U18 airport service for their return flight back to home country.
98. All students classed as an 'unaccompanied minor' by their chosen airline must purchase the U18 airport service on both arrival and departure flights.

Confidentiality and Privacy Policy

99. Shafston House College Pty Ltd is not permitted or authorised to give out your personal information to other students or staff members.
100. Your personal information may be made available by Shafston House Pty Ltd to the Australian government or other relevant authorities as required by the Commonwealth including the TPS, or state or territory agencies, and can be disclosed without your consent where authorised or required by law.

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2018, and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

Additional information about students' rights and responsibilities under the Australian Government ESOS Act 2000 and National Code 2018 is available online at: http://aei.dest.gov.au/AEI/ESOS/Quickinfo/ESOS_Framework_pdf.pdf

STUDENT WRITTEN AGREEMENT ACKNOWLEDGEMENT

I confirm I have read and understood the attached written agreement and terms and conditions of enrolment with Shafston. I agree to advise Shafston upon commencement of my enrolment, my current residential address and contact details, my emergency 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)

Date:

Day	Month	Year
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Please return your completed application form and supporting documents to : info@shafston.edu

The student is responsible for keeping a copy of this written agreement, and receipts of any payments of tuition fees or non-tuition fees.