

# Written Agreement / Terms and Conditions of Enrolment (ELICOS) 2020

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

- A student will be deemed to have accepted these terms and conditions if the student has paid any fees to Shafston or if the student has commenced a course with Shafston.
- Fees and charges are subject to change without notice prior to the student's enrolment.
- All fees must be paid by the invoiced due date or as per the agreed payment plan schedule.
- Students who have requested and agreed to a payment plan must make payments as per installment due dates on the payment plan. Students who fail to pay by the installment due date will incur a late payment fee of \$100 as per the payment plan terms and conditions.
- If fees are not paid by the invoiced due date or the agreed payment plan schedule, students will be unable to attend class, sit exams and receive results/certificates. Student visa holders will be reported to the Department of Home Affairs (Immigration) for non-payment of fees.
- Students who refuse to pay outstanding fees after cancelling their enrolment with Shafston will be reported to Immigration for non-payment of fees.
- All students are required to pay a non-refundable deposit of \$500 for each course.
- All outstanding fees owed to Shafston will be deducted from any approved refund and all bank foreign exchange and transaction fees will be incurred by the student

## Cancellation and Refund

- All administrative fees and charges are non-refundable and are payable every time there is a request to change enrolment due to any circumstance. Refer to Administrative Fees and charges on the Application Form or at [www.shafston.edu](http://www.shafston.edu)
- Notification of cancellation from individual courses or a packaged program and refund applications must be made in writing on the Shafston Cancellation & Refund Form.
- The enrolment application fee and the accommodation placement fee are non-refundable. If a discounted application or placement fee was offered during enrolment, the full fee will be deducted from any potential refund the student may be eligible for.
- Students who request to shorten their course will have their fees re-calculated at the full price, not at discounted prices.
- A cancellation fee of \$500 is payable per course or packaged program cancelled and a payment plan cancellation fee of \$125 applies as per the payment plan terms and conditions.
- Notification of cancellation received 28 days or more before to the original course or packaged program start date attracts a full refund less any non-refundable fees and charges.
- Notification of cancellation received less than 28 days prior to the original course or packaged program start date attracts a full refund less any non-refundable fees and charges and any cancellation fees.
- Notification of cancellation received on or after the original course or packaged program start date will not attract a refund. The exception to this is noted in clause 27
- No refund is available to students who cancel their course on arrival to Australia. The exception to this is noted in clause 27
- 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 Academic & General Misconduct Policy and Procedure available on Shafston's website.
- No refunds will be given to students who are non-compliant and/or in breach of their student visa conditions.
- If a student is not eligible for a refund as per the above terms and conditions, Shafston may hold the student's funds, in trust for up to 12 months, in case they wish to undertake another course of study with Shafston.
- For student visa application refusals, a student must submit a Shafston Refund form and provide a copy of the visa refusal letter, to receive a full refund of course fees, less any non-refundable fees and charges.
- Refunds will be paid to the person or entity that paid the fees to Shafston, less any bank fees, within 28 days from the date of Shafston receiving a fully completed and signed refund application form along with supporting documentation if applicable.
- Payments received by credit card are to be refunded back to the credit card used to make the original payment.
- 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. Independently 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 or packaged program, application and accommodation placement fees. However, should the student wish to resume their studies at a later date, the original fee payment can be used as credit toward a Shafston course within 12 months of initial payment.

## Packaged Program

- A packaged program consists of studying more than one course at Shafston. Each course is indicated by the course start and end date on the student's Letter of offer.

## Transfer of Fees

- Fees are not transferable between students.
- Fees can be transferred from one program to another if the student wishes to change courses within Shafston's scope.
- Free weeks of study and scholarship weeks are non-transferable and non-refundable.
- Tuition fees cannot be transferred to other services.
- All payments made to Shafston and any refunds made by Shafston will be in Australian dollars. The student is responsible for any exchange rate risk and possible bank fees.

## Enrolment Variations

- A student wishing to defer an enrolment must do so prior to the commencement of the course. Students must apply in writing on the Deferral Application Form and return with documentary evidence to support compassionate and compelling circumstances, and pay the administration fee. Shafston strongly recommends

that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from the Department of Home Affairs prior to submitting.

- A student wishing to suspend their enrolment must do so in writing by completing the Temporary Suspension Application Form and return with documentary evidence to support compassionate and compelling circumstances, and pay the administration fee. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from Department of Home Affairs prior to submitting.
- A student wishing to cancel their enrolment must do so in writing by completing the Cancellation & Refund Form and returning it with documentary evidence to support compassionate and compelling circumstances (if applicable), and pay the administration fee. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from Department of Home Affairs prior to submitting.
- Change of course is subject to academic review and entry requirements of the proposed course. Immigration rules surrounding student visa conditions apply. A student wishing to change their course must do so in writing by completing the official Shafston Course Change Form and submitting it to Shafston. Shafston strongly recommends that students seek advice from the Department of Home Affairs prior to submitting their application.
- Deferrals and suspensions are granted for a period of up to six (6) months. The decision to grant a deferral or suspension on compassionate or compelling circumstances is wholly at the discretion of Shafston.
- Upon approval of a suspension request Shafston will hold the student's remaining tuition fees in credit for the period of suspension. Students who are on a payment plan must continue to make payments on the scheduled installment due dates.
- Any application to change enrolment details will not be accepted unless sufficient documentary evidence of compassionate or compelling circumstances is provided. Once all required documentation is submitted, Shafston will be able to make a full and comprehensive assessment and provide an outcome within 14 days.
- If tuition fees remain unpaid at the time of student suspension or deferral, the student must pay \$1,000 deposit fee. The non-refundable deposit fee will be allocated against the tuition fees.
- Student visa holders must apply to Shafston a minimum of 10 working days before their intended deferral, or suspension start date or cancellation from the course.

## Student Transfer and Release

- The six calendar months of the principal course is calculated from the commencement date of the principal course. As the principal course of study is generally the final course of study covered by the student's visa and CoE, transfer requirements apply to all courses of study prior to the student's principal course.
- A student wishing to apply for a Release must do so in writing on the Release Application Form and return it with documentary evidence to support compassionate and compelling circumstances (eg: Letter of offer from the other provider). Students must complete six calendar months of their principal course of study. Shafston strongly recommends that students read the Deferral, Suspension and Cancellation of Studies Policy on the Shafston website and seek advice from the Department of Home Affairs prior to submitting.
- Students who have not completed the first six months of their principal course at Shafston must seek approval from Shafston if they wish to enrol at another education provider. The request will be formally assessed as per the Student Transfer and Release Policy and in accordance with the National Code 2018.
- A student must maintain their enrolment with Shafston by continuing to attend and participate in classes while their application for Release is being assessed.
- A student must continue to make scheduled payments as per their payment plan agreement, until such time as a successful outcome in favor of the student is reached.
- Students who are leaving a provider to transfer to Shafston must provide a release letter from their principal course provider when requested by Shafston.

## General

- Students must notify the College of any changes of address, contact phone number and email address, if and when they occur. Failure to update contact information may result in the student not receiving important information, which may affect their course, their enrolment or their visa status.
- All Shafston ELICOS course delivery includes not less than 20 hours face-to-face classroom based sessions, skills extension lessons and other elective classes.
- Compulsory attendance is required at orientation. If a student is not able to commence on the start date, as per their offer letter and CoE, they must contact the College immediately. If students do not comply with this requirement, their enrolment may be cancelled.
- All students must sit an on-shore English Placement Test on arrival (as part of Orientation). Entry to Cambridge Preparation courses require a pre-requisite level of English. All students will be placed in an English class to reflect their language proficiency level.
- Student progress, learning goals and outcomes will be monitored by Shafston staff.
- Shafston will provide books, handouts and other learning materials.
- Shafston is an authorised test centre for the Cambridge suite of Exams, TOEIC & TOEFL.
- Students are surveyed and invited to participate in focus groups to share their experience so that Shafston can gain valuable feedback.
- Photos or videos taken by Shafston staff are the property of Shafston House College Pty Ltd and may be used for promotional use without consent.

## Attendance - Shafston is required to monitor overseas student attendance

- It is a requirement of the Student Visa that students maintain their attendance above 80%.
- Attendance is monitored daily and the class roll is completed for each study session by Shafston teachers.
- Shafston will contact students if they are absent for more than five consecutive days without approval.
- Holiday Request Forms must be completed and approved before a student can take official leave. Otherwise students will be marked as 'Absent' from class.
- When a student's attendance is between 85 - 90%, a friendly SMS reminder is sent. When a student's attendance is below 85% an attendance warning letter and request to speak to Attendance Counsellor is sent. An intention to report letter will be issued if student attendance is unsatisfactory. Shafston must report unsatisfactory attendance.
- If a student has compassionate or compelling reasons, they must provide supporting documentary evidence when speaking to the Attendance Counsellor.

**Assessment**

- 62. Students are assessed on a weekly basis by teachers, using formative and summative assessment tasks. The tasks cover macro-skills (Reading, Writing, Speaking, Listening, and Grammar). The purpose of assessment is to monitor learning and academic course progression. Level-up testing is conducted every fortnight.
- 63. Test results are electronically recorded and test papers remain the property of Shafston. Feedback is given to students by teaching staff.
- 64. Students receive regular progress reports from teachers in order to monitor course progress. Shafston academic staff can offer guidance on educational pathways. Test results and progress reports can be issued on request to other educational providers.
- 65. 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
- 66. It is a student visa requirement, and part of the National Code that policies and procedures for checking course progress and monitoring attendance are in place and observed. If a student is concerned about their attendance or academic progress, they must speak to the Academic Manager. If the student is reported to Immigration by Shafston for not making satisfactory course progress or meeting attendance requirements, this may affect their Student Visa status in Australia.

**Grievance**

- 67. Students may access the Shafston Complaints and Appeals Policy and Procedure at any time. They may also have a support person with them.
- 68. The resolution of student grievances will be handled informally where possible and when appropriate. If your complaint or grievance remains unresolved after you have exhausted all the earlier steps, you can access the internal Complaints and Appeals process within 20 working days of notification of the earlier decision. A student's enrolment will be maintained while the complaint and appeals process is ongoing. You will receive a decision in writing within 10 working days of your appeal.
- 69. If, after completing the complaints and grievance appeal process, you still remain dissatisfied with the outcome, the complaint/grievance can be raised with an appropriate external body, such as the Queensland Ombudsman <https://www.ombudsman.qld.gov.au/about-us/contact-us/enquiries-and-feedback>. Shafston will abide by any decision or corrective/preventative action required as an outcome of either an internal or external appeal.
- 70. 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 (Regardless of visa type)**

- 71. Students under 18 years who wish to enrol and study in the High School Preparation Program or General English must complete the Under 18's Student Welfare Form. Shafston will not process any enrolment until this form has been fully completed and signed by the Parent/Legal Guardian.
- 72. Students must adhere to the Terms and Conditions of the Written Agreement for Under 18's Student Welfare at all times.
- 73. Students seeking a holiday must complete a Holiday Leave Form with approval from the Parent/Legal Guardian before the form will be processed.
- 74. Students 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 them. The student must sign out before leaving the library.
- 75. 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 staff.
- 76. Shafston will contact both the under 18 student and their Parent, Legal Guardian or nominated care-provider if the class teacher reports them absent from class at any time.
- 77. High School Preparation students must wear the Shafston issued HSP uniform and Student ID lanyard at all times.
- 78. Students are to be respectful and inclusive of all others on campus at all times. If any student feels they have been treated unfairly at any time, they should 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 students feel they have been treated unfairly, and/or their safety has been compromised at any time, they should speak with Shafston staff immediately.

**Provider Default**

- 80. In the unlikely 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 the student an alternative course, or pay the student a refund of their unspent prepaid tuition fees, or arrange for the agreed training and assessment to be completed through another Registered Training Organisation (RTO) at no additional cost to the student. Prior to any transfer, students will be formally notified of the arrangements including any refund of fees that may be applicable.
- 81. In the unlikely event that Shafston cannot meet the obligation to either offer the student an alternative course, or pay them a refund of their 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 them to find options for completing their study in Australia, 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: Students will be required to pay fees to the new college once the credit-free tuition period is over. For further information, please refer to the TPS website [www.tps.gov.au](http://www.tps.gov.au)
- 82. Students have the right to choose whether they 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 the student. Alternatively, students may be offered enrolment in an alternative course at another provider.

**Homestay Accommodation**

- 83. Homestay terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website.

**UniLodge Accommodation**

- 84. UniLodge Accommodation terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website.

**Peninsula Apartments**

- 85. Peninsula Apartments terms and conditions are detailed on the accommodation confirmation letter and are published on the Shafston website.

**Airport Greeting and Transfer**

- 86. Any notification of cancellation, missed or delayed flights must be received by the homestay department at least 48 hours prior to the advised arrival or departure flight details.
- 87. If a student is 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.
- 88. No refund is payable if the above two clauses 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.
- 89. 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.
- 90. Students that have not pre-paid their airport pick up service cannot request Shafston's airport greeting and transfer at the airport on arrival.
- 91. Failure to supply flight details at least 48 hours prior to a student's scheduled arrival will result in the cancellation of the booked airport transfer.
- 92. All students aged between 12-16 years old must purchase the U18 airport service for their return flight back to home country.
- 93. 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**

- 94. Shafston is not permitted or authorised to give out your personal information to other students.
- 95. Your personal information may be made available by Shafston to the Australian government or other relevant authorities, as required by the Commonwealth, including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988.

**Shafston reserves the right to update these terms and conditions without notice. Please refer to the website for the latest copy of the terms and conditions.**

**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

**Please return your completed application form and supporting documents to : [info@shafston.edu](mailto: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.