



SHAFSTON
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Written Agreement / Terms and Conditions of Enrolment (ELICOS) 2023

Please read the International Students Fees & Charges policy applies to this written agreement/ terms and conditions of enrolment. 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. Fees and charges are subject to change without notice prior to the student's enrolment.
2. All fees must be paid by the invoiced due date or as per the agreed payment plan schedule.
3. Students who have requested and agreed to a payment plan must make payments as per instalment due dates on the payment plan. Students who fail to pay by the instalment due date will incur a late payment fee of \$100 as per the payment plan terms and conditions.
4. 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.
5. Students who refuse to pay outstanding fees after cancelling their enrolment with Shafston will be reported to Immigration for non-payment of fees.
6. All students are required to pay a Non-refundable deposit of \$500 for each course.
7. 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

8. 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.
9. Notification of cancellation from individual courses or Packaged Enrolments (including refund applications) must be made in writing on Shafston's Cancellation & Refund Form available on the website.
10. 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.
11. Students who request to shorten their course will have their fees re-calculated at the full price, not at discounted prices.
12. A Cancellation Fee of \$500 is payable per course or Packaged Enrolment cancelled and a Payment Plan Cancellation Fee may apply as per the payment plan terms and conditions.
13. Notification of cancellation received at least 28 days prior to the original course or Packaged Enrolment Commencement Date (Student Default). Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
14. Notification of cancellation received less than 28 days prior to the original course or Packaged program Commencement Date (Student Default). Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
15. No refund is available to students who cancel their course on arrival to Australia. The exception to this is noted in term 23.
16. Notification of cancellation received after Course Commencement Date (Student Default). There will be no refund of any moneys paid after course commencement. Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
17. No refunds will be given to students for public holidays or missed days by the student.
18. 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.
19. No refunds will be given to students who are non-compliant and/or in breach of their student visa conditions.
20. Any Courses fee that are held in credit at the of the request to transfer can be transferred from one course to another if student wishes to change courses within Shafston scope.
21. For student visa application refusals prior to the course or packaged program Commencement Date, 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. Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
22. For student visa application refusals after the original course or packaged Enrolment Commencement Date, a student must submit a Shafston Refund form and provide a copy of the visa refusal letter. Refer to International Students Fees and Charges Policy refund guidelines for detailed information. The exception to this is noted in term 23.
23. 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 Director.
24. Students who cannot commence the course because of chronic illness, disability or where there is death of a close family member of the student (parent, sibling, spouse, or child) supported by verified documentary evidence will receive a full refund of unspent tuition of fees, less any non-refundable fees

25. 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.
26. Payments received by credit card are to be refunded back to the credit card used to make the original payment.

Packaged Enrolment

27. A Packaged Enrolment 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/Written Agreement.

Transfer of Fees

28. Fees are not transferable between students.
29. Fees can be transferred from one program to another if the student wishes to change courses within Shafston's scope.
30. Free weeks of study and scholarship weeks are non-transferable and non-refundable.
31. Tuition fees cannot be transferred to other services.
32. 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

33. 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.
 34. 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.
 35. 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.
 36. 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.
 37. 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 the Director at Shafston.
 38. 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 instalment due dates.
 39. 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.
 40. 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
41. 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.
 42. 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 (e.g.: 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.
 43. 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.
 44. A student must maintain their enrolment with Shafston by continuing to attend and participate in classes while their application for Release is being assessed.



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45. A student must continue to make scheduled payments as per their payment plan agreement, until such time as a successful outcome in favour of the student is reached.
46. Students who are leaving a provider to transfer to Shafston must provide evidence of release from their principal course provider when requested by Shafston.

General

47. Students must notify the College within 7 days 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.
48. All Shafston ELICOS course delivery includes not less than 20 hours face-to-face classroom-based sessions, skills extension lessons and other elective classes.
49. 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.
50. 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.
51. Student progress, learning goals and outcomes will be monitored by Shafston staff.
52. Shafston will provide books, handouts, and other learning materials.
53. Shafston is an authorised test centre for the Cambridge suite of Exams, TOEIC & TOEFL.
54. Students are surveyed and invited to participate in focus groups to share their experience so that Shafston can gain valuable feedback.
55. Photos or videos taken by Shafston staff are the property of Shafston International College and may be used for promotional use without consent.

Attendance - Shafston is required to monitor overseas student attendance

56. It is a requirement of the Student Visa that students maintain their attendance above 80%.
57. Attendance is monitored daily, and the class roll is completed for each study session by Shafston teachers.
58. Shafston will contact students if they are absent for more than five consecutive days without approval.
59. Holiday Request Forms must be completed and approved before a student can take official leave. Otherwise, students will be marked as 'Absent' from class.
60. 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.
61. If a student has compassionated 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 and feedback are given to students and are electronically recorded. Test papers remain the property of Shafston.
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 may require additional academic support, as referred by the 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 2018 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.

Code of Conduct, Complaints and Appeals

67. Student General Code of Conduct is published in the Student Handbook on Shafston Website. All students are encouraged to read and abide by the Student General Code of Conduct.
68. Shafston students are to be respectful and inclusive of all people on campus. If a student feels they have been treated unfairly, please speak with Shafston staff immediately.
69. Students may access the Shafston Complaints and Appeals Policy and Procedure at any time. They may also have a support person with them.

Resolving Grievances

70. Students or potential students are encouraged, wherever possible, to resolve grievances directly with the person(s) concerned. For example: if the issue concerns an academic matter, the complainant should talk honestly to the teacher or trainer about his/her concerns. If the student or potential student has attempted to resolve the issue directly but is not satisfied with the outcome or does not wish to approach the person(s) concerned directly, then he/she may discuss the issue with any of the following, depending on the nature of the complaint, i.e. academic or non-academic: (a) Student Services Officer; or (b) relevant Academic Coordinator. He/she may be accompanied or assisted by a support person during this process.

Lodging a Formal Internal Complaint or Appeal

71. To commence the formal complaint or appeal process, the complainant must complete a student appeals and complaints form (available from the Shafston website). If the student's complaint or appeal is of an academic nature, they must complete the 'Student Appeals and Complaints for Academic Decisions Form' and submit this to the Student Services Officer. If the student's complaint or appeal is of a non-academic nature, they must complete the 'Student Appeals and Complaints Form' and submit this to the Student Services Officer. The following information needs to be provided in writing on or accompanying the form: 1. details of the complaint or appeal; 2. supporting information and documentation that the complainant wishes to have considered; 3. an explanation of the steps already taken to try to resolve the complaint informally and why the responses received are not considered satisfactory; and 4. what the complainant thinks needs to be done to address his/her concerns. Shafston will commence the process of considering the complaint or appeal within fourteen (14) days of receiving the written Appeals and Complaint Form and will advise the outcome of the appeal or complaint in writing to the complainant.
72. If the complaint is upheld, the complainant will be provided with a written outcome of the steps taken to address the complaint within twenty (20) working days of the commencement of the complaint process.
73. If the complaint is not upheld, the complainant will be given a written outcome detailing the reasons for that decision. The complainant will also be advised of his/her right to access the external appeals process if not satisfied with the outcome of the formal Internal written complaint.

External Appeal

74. 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 Overseas Student Ombudsman (OSO) by phone 1300 362 072 or please refer to the following website if you are considering making an online complaint: <https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=oco-complaint-form>. The external appeal must occur within twenty (20) working days from the dated written outcome of the Internal Appeal unless special circumstances apply.
75. The student must advise Shafston in writing of their intention to initiate an external complaint or appeal within (5) working days of receiving notification of the internal appeal decision or outcome. The student must provide evidence in writing that the external process to investigate and review the matter, has been initiated commenced in writing within ten working days of the letter advising the Internal appeal decision or outcome.
76. If the external appeal process supports the complainant, then Shafston will immediately implement any recommendations, and advise him/her in writing. When appropriate, these recommendations will be incorporated into the Shafston's policies and procedures for implementation ensuring the continuous improvement of service and quality education to students.
77. If the complaint is not upheld, the complainant will be given a detailed written explanation by the external reviewer. It will include the reasons for that decision and then, if necessary, notify DET via PRISMS of the change in enrolment status immediately.
78. 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)

79. Students must adhere to the Terms and Conditions of the Written Agreement for Under 18's Student Welfare at all times.
80. Students seeking a holiday must complete a Holiday Leave Form with approval from the Parent/Legal Guardian before the form will be processed.
81. 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.
82. 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.
83. Primary and High School Preparation students must wear the Shafston issued PSP or HSP uniform and Student ID lanyard at all times.
84. Students are to be respectful and inclusive of all others on campus at all times.
85. If any student feels they have been treated unfairly at any time, they should speak with Shafston staff immediately. 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.



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Provider Default

86. 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 CRICOS Provider 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.

87. 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

88. 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.

UniLodge Accommodation

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

Airport Greeting and Transfer

90. 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.

91. 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.

92. 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.

93. Students carrying oversized luggage e.g.: Surf Boards, Bicycle, Golf Clubs must notify the homestay department. A fee of \$10 will be charged by the driver at the airport.

94. Students that have not pre-paid their airport pick up service cannot request Shafston's airport greeting and transfer at the airport on arrival.

95. 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.

Confidentiality and Privacy Policy

96. Shafston is not permitted or authorised to give out your personal information to other students.

97. 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.

[Details for all International Student Fees and Charges Policy & Refund Guideline.](#)

