

ELICOS Terms and Conditions

Terms and Conditions of Enrolment (ELICOS) 2024



SHAFSTON
www.shafston.edu

Purpose

- A. The Education Services for Overseas Students Act (Cth) 200 (**ECOS**) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (**the Code**) requires Shafston College to have documented policies and procedures for Students enrolled in English Language Intensive Courses for Overseas Students (**ELICOS**).
- B. This Agreement documents Shafston College's policies relating to ELICOS programs and Students.

1. Definitions

- 1.1. **Administrative Fees** means administrative fees contained in the application form.
- 1.2. **Agreement** means these terms and conditions.
- 1.3. **Attendance** means a Student's physical attendance at ELICOS classes and excludes all absences from these classes regardless of the reason for absence.
- 1.4. **Attendance Counsellor** means a Shafston College staff member assigned to address attendance issues.
- 1.5. **Compassionate and Compelling Circumstances** means circumstances which are beyond the control of the Student, which has an impact on the Student's course progress or wellbeing. All requests for consideration will be assessed based on the individual's circumstances. Examples include, but are not limited to:
- (a) a serious illness or injury, where a medical certificate states that the Student was unable to attend classes;
 - (b) bereavement of close family members (where possible, a death certificate should be provided as evidence);
 - (c) major political upheaval or natural disaster in the Student's home country, requiring emergency travel where this will likely impact on the Student's studies;
 - (d) a traumatic experience where this will impact on the Students, which could include one of the following (these cases should be supported by police or psychologist's reports):
 - i. involvement in, or witnessing of a serious accident; or
 - ii. witnessing or being the victim of a serious crime;
 - (e) inability to begin studying on the course commencement date due to delay in receiving a Student visa.
- 1.6. **COE** means confirmation of enrolment.
- 1.7. **DET** means the Department of Education and Training.
- 1.8. **ELICOS** means a program of study that includes one (1) or more English courses.
- 1.9. **Intention to Report** means a letter from Shafston College to the Student advising its intention to report the Student's unsatisfactory attendance.
- 1.10. **Level Up Testing** means assessing current English proficiency level to move to a higher English proficiency level.
- 1.11. **Principal Course of Study** means the main course of study to be undertaken.
- 1.12. **PRISMS** means the Provider Registration and International Student Management System.
- 1.13. **Reminder Letter** means a letter notifying the Student of their progress requirements.
- 1.14. **Shafston College** means Shafston International Pty Ltd
- 1.15. **Student/s** means a student of Shafston College
- 1.16. **Letter of Offer** means a letter provided by Shafston College to the Student setting out the offer to participate in Shafston College.

- 1.17. **Warning Letter** means a letter sent to Students failing attendance.

2. Forms and Policies

- 2.1. All forms and policies mentioned in this Agreement can be found on [Forms, Policies and Procedures](#) on the Shafston College Website.

3. Audience

- 3.1. This Agreement applies to:
- (a) any Student participating in an ELICOS program;
 - (b) any staff member, unit, division, college, school or committee responsible for oversight and decision making, administration and management of the ELICOS program; and
 - (c) staff with responsibilities for teaching and supporting Students of the ELICOS program.

4. Scope

- 4.1. This Agreement apply to Students who are seeking enrolment, admission, participating, or completing an ELICOS program with Shafston College.

5. Offer Acceptance Process

- 5.1. A Student may be provided with a Letter of Offer.
- 5.2. To accept the Letter of Offer, Students must read and fully understand this Agreement, the terms and conditions set out in the Letter of Offer and meet all conditions outlined in the Letter of Offer, such as returning a signed Letter of Offer to Shafston College with evidence of a fully paid deposit made by the method contained in the Letter of Offer.

6. Payment of Fees, Cancellation and Refund

- 6.1. Please refer to Shafston College's International Student Fees and Charges Policy for payment of fees, cancellation, refund, packaged enrolment and transfer of fees.

7. Enrolment Variations

- 7.1. A student wishing to defer an enrolment must do so prior to the commencement of the course.
- 7.2. To defer enrolment, the Student must apply for deferral through the Deferral Application Form with:
- (a) documentary evidence to support Compassionate and Compelling Circumstances; and
 - (b) payment of Administrative Fees.
- 7.3. Student's wishing to cancel their enrolment must do so in writing by completing the [Cancellation & Refund form](#) and returning it with:
- (a) documentary evidence to support Compassionate and Compelling Circumstances (if applicable); and
 - (b) payment of Administrative Fees.
- 7.4. Shafston College recommends that Students read the Deferral, Suspension and Cancellation of Studies Policy on the Website and seek advice from Department of Home Affairs prior to submitting.
- 7.5. Change of course is subject to academic review and entry



requirements of the proposed change. Immigration rules surrounding student visa conditions apply.

- 7.6. Deferrals and suspensions are granted for a period up to six (6) months. The decision to grant a deferral or suspension on Compassionate and Compelling Circumstances is at Shafston College's discretion.
- 7.7. Upon approval of a suspension request, Shafston will hold the Student's remaining tuition fees in credit for the period of suspension. Students on a payment plan must continue to make payments on the scheduled installment due dates.
- 7.8. Applications to change enrolment details will not be accepted unless sufficient documentary evidence of Compassionate and Compelling Circumstances has been provided. Once all documentation has been provided, Shafston College will make a full and comprehensive assessment and provide the outcome within fourteen (14) days.

8. Student Transfer and Release

- 8.1. Students must complete six (6) calendar months, calculated from the commencement date of the Principal Course, of their Principal Course of Study before they can be transferred or released.
- 8.2. Students who have not completed six (6) calendar months of their Principal Course must seek approval from Shafston College if they wish to enroll to 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.
- 8.3. The Principal Course of Study is generally the final course of study covered by the Student's visa and COE. Therefore, transfer requirements apply to all courses of study prior to the Student's Principal Course.
- 8.4. The Student must request a release in writing on [the Release Application Form](#) and return it with documentary evidence to support Compassionate and Compelling Circumstances (e.g. a letter of offer from the other provider).
- 8.5. Students must maintain their enrolment with Shafston by continuing to attend and participate in classes and make scheduled payments as per their payment place while their application for Release is under assessment and until a successful outcome has been reached.
- 8.6. Students that have been released from a provider to attend Shafston College are required to provide evidence of their release from that provider upon Shafston College's request.
- 8.7. Shafston College recommends that Students read the Deferral, Suspension and Cancellation of Studies Policy on the Website and seek advice from Department of Home Affairs prior to submitting.

9. Attendance

- 9.1. Shafston College is required to legally oblige with commonwealth legislative requirements regarding attendance of international Students in ELICOS programs. Students must comply with Shafston College's attendance requirement to retain their enrolment in the ELICOS program, and their Australia Government student visa.
- 9.2. Shafston College will record Student attendance every hour.
- 9.3. All Shafston College ELICOS course delivery includes not less than twenty (20) hours of face-to-face class room-based sessions, skills extension lessons and other elective classes.

- 9.4. Attendance of orientation is compulsory. If the Student is unable to commence on the start date as per their Letter of Offer and COE, they must contact Shafston College immediately. Failure to notify Shafston College may result in termination of enrollment.
- 9.5. Students must, in accordance with visa requirements, maintain their attendance above 80% of the scheduled contact hours over their course of study in an ELICOS program.
- 9.6. The Student will be marked absent for one (1) hour if the Student:
 - (a) is late for class by more than 15 minutes;
 - (b) leaves the class for more than 15 minutes before the end of class; or
 - (c) is absent from class for more than 15 minutes
- 9.7. If the Student is absent for more than five (5) consecutive days, Shafston College is authorised to contact the Student.
- 9.8. Students will be marked absent from class unless they have submitted a [Holiday Request Form](#) which has been approved.
- 9.9. Students will receive a SMS reminder if their attendance is between 85 – 90%.
- 9.10. Students will receive a Warning Letter and request to speak to the Attendance Counsellor if attendance is below 85%.
- 9.11. Students will be issued an Intention to Report if their attendance is unsatisfactory.
- 9.12. Shafston College may report a Student to the Department of Home Affairs for unsatisfactory attendance if:
 - (a) the Student's attendance rate falls below 80%; and
 - (b) Shafston College believes the Student is unable to reach 80% attendance by the end of their ELICOS course of study following the provision of an Intention Report and intervention strategy; and
 - (c) the Student chooses not to comply with the Intention Report and intervention strategy within the time notified on the Intention Report or intervention strategy.
- 9.13. Shafston College may choose to not report a Student to the Department of Home Affairs for failing below 80% attendance if the Student is projected to attend at least 70% of scheduled contact hours and provides evidence of Compassionate and Compelling Circumstances to the Attendance Counsellor.

10. Leave

- 10.1. Students may apply for the following leave:
 - (a) Leave of Absence; or
 - (b) Approved leave.
- 10.2. If a Student is absent due to illness, they must notify Shafston College of their inability to attend class as soon as possible. In this case, Students are encouraged to provide a medical certificate for the absence.
- 10.3. If a Student's enrolment finishes during the period of leave or before the Student can achieve the English proficiency requirements, the Student must extend their ELICOS enrolment.
- 10.4. If a Student does not return from leave, the Student may be considered in breach of the mandatory attendance obligations.

11. Progress Obligations

- 11.1. Shafston College is legally obligated to impose Commonwealth legislative requirements regarding academic



progress of international Students in ELICOS programs.

11.2. Shafston College will inform Students enrolled in an ELICOS program prior to commencement of Shafston College's progress requirement via the following documents:

- (a) the Letter of Offer sent to Students prior to commencing the program; and
- (b) written notification of progress requirements provided during orientation.

12. Assessment

- 12.1. Students must achieve completion of a course level with a maximum of thirty (30) weeks.
- 12.2. Students are assessed on a weekly basis by teachers, using formative and summative assessment tasks. The Tasks cover macro-skills (reading, writing, listening and grammar) to monitor learning and academic course progression.
- 12.3. Shafston College is an authorised test centre for the Cambridge suite of Exams, TOEIC and TOEFL.
- 12.4. As part of orientation, Students must sit an on-shore English Placement Test. Entry to Cambridge Preparation courses require a pre-requisite level of English and all Students will be placed in an English class to reflect their language proficiency level.
- 12.5. Level Up Testing is conducted every fortnight.
- 12.6. Test results and feed back are provided to Students and remain the property of Shafston College.
- 12.7. Teachers from Shafston College will:
 - (a) provide regular progress reports to Students to monitor course progress;
 - (b) offer guidance on educational pathways.
- 12.8. Test results and progress reports can be issued on request to other educational providers.
- 12.9. Students identified at risk of not maintaining course progress may require additional academic support will receive a Reminder Letter, followed by a Warning Letter and offered support by ELICOS Academic Staff.
- 12.10. Pursuant to Student Visa requirements and the National Code 2018, policies and procedures for monitoring course progress and attendance are required to be observed. If a Student is concerned about their attendance or academic progress, they must speak to the Academic Manager.
- 12.11. If the Student is reported to Immigration by Shafston College for unsatisfactory course progress or failure to meet attendance requirements, this may affect the Student's Visa status in Australia.

13. Code of Conduct, Complaints and Appeals

- 13.1. Students must read and abide by the Student General Code of Conduct published on the Shafston College Website.
- 13.2. Students must be respectful and inclusive of all people on campus.
- 13.3. Students are encouraged to speak with Shafston College staff immediately if they feel they have been treated unfairly. Students may have a support person with them.
- 13.4. Students can access the Shafston Complaints and Appeals Policy and Procedure at any time on the Shafston College Website.

14. Resolving Grievances

- 14.1. 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 to the teacher or trainer about their concerns.
- 14.2. If an attempt to resolve the issue is:
 - (a) unsuccessful;
 - (b) resolved by is unsatisfactory to the Student; or
 - (c) the Student is not comfortable approaching the person to which the grievance is with;
 - (d) the Student may discuss the issue with the following (depending on the nature of the complaint):
 - (e) Student Services Officer; or
 - (f) relevant Academic Coordinator.
- 14.3. Students may be accompanied by a support person during this process.

15. Lodging a Formal Internal Complaint or Appeal

- 15.1. To lodge a formal complaint or appeal process, the Student must complete a student appeals and complaints form available on the Shafston College Website).
- 15.2. Complaints of an academic nature must be specified in the Student Appeals and Complaints for Academic Decisions Form and submitted to the Student Services Officer.
- 15.3. Complaints of a non-academic nature must be specified in the Student Appeals and Complaints Form and submitted to the Student Services Officer.
- 15.4. The following information is required to accompany a complaint form:
 - (a) Details of the complainant;
 - (b) Supporting information and documentation that the complainant wishes to have considered;
 - (c) An explanation of the steps taken to try to resolve the complaint informally and why the responses received are not considered satisfactory; and
 - (d) Action the Student requires to address their concern.
- 15.5. Shafston will, within fourteen (14) days of receipt of a complaint form, advise the outcome of the appeal or complaint in writing to the complainant.
- 15.6. 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.
- 15.7. If the complaint is not upheld, the complainant will be:
 - (a) given a written outcome detailing the reasons for that decision; and
 - (b) given access to the external appeals process if not satisfied with the outcome of the formal internal written complaint.

16. External Appeal

- 16.1. If, after completing the complaints and grievance appeal process, the Student remains dissatisfied with the outcome, the complaint/grievance can be raised with an appropriate external body, such as Overseas Student Ombudsman (OSO) by phone on 1300 362 072. Refer to the following website for online complaints:
<https://www.ombudsman.gov.au/complaints/international->



student-complaints

- 16.2. The Student has twenty (20) working days from the dated written outcome of the Internal Appeal unless special circumstances apply to apply for external appeal.
- 16.3. The Student must notify Shafston College within five (5) working days of receiving the internal appeal decision of their intention to initiate an external complaint or appeal.
- 16.4. The Student must, within ten (10) business days of receiving the letter advising of the internal appeal decision or outcome, notify Shafston College that the external process has commenced.
- 16.5. If the external appeal process supports the complainant, Shafston College will immediately implement any recommendations and advise the complainant in writing of the implementation. Where appropriate, these recommendations will be incorporated in Shafston College's policies and procedures to ensure continuous improvement of service and quality education to Students.
- 16.6. If the external appeal process does not support the complainant, the external appeal will provide the complainant with a written explanation of the reasons for its decision. If necessary, the external appeal may notify DET via PRISM of the change in the Student's enrolment status immediately.
- 16.7. The Student's right to make a complaint and seek an appeal of decisions does not affect the rights of the Student to take action under the Australian Consumer Law if applicable.

17. Students under 18 (Regardless of Visa type)

- 17.1. This clause 17 applies to Students under the age of 18.
- 17.2. Students under the age of eighteen (18) must adhere to the terms and conditions outlined in the Written Agreement for Under 18's Student Welfare at all times.
- 17.3. Students seeking a holiday must complete [a Holiday Leave Form](#) with approval from the Student's parent or legal guardian before the form will be processed.
- 17.4. Welfare and Pastoral Care interviews will be conducted monthly to check on the status of the Student by Academic staff or nominated staff from Shafston College.
- 17.5. Shafston College will contact both the Student and their parent, legal guardian or nominated care-provider if the class teacher reports the Student absent from class at any time.
- 17.6. Students in primary or high school preparation must wear the Shafston College issued PEP or HSP uniform and Student ID lanyard at all times.

18. General

- 18.1. Students must notify Shafston College within seven (7) days of any changes of address, phone number and email address. Failure to update contact information may result in the student not receiving important information, which may affect their course, enrolment, or visa status.
- 18.2. Students progress, learning goals and outcomes will be monitored by Shafston College staff.
- 18.3. Shafston College will provide books, handouts, and other learning materials.
- 18.4. Students are surveyed and invited to participate in focus

groups to share their experience so that Shafston College may gain valuable feedback.

- 18.5. The Student consents to the use of photos or videos taken by Shafston College for promotional use and acknowledges it is the property of Shafston College.
- 18.6. If any Student feels they have been treated unfairly at any time, Student's are encouraged to speak with Shafston College staff immediately. Physical and Cyber bullying are not tolerated.