



## TERMS and CONDITIONS OF ENROLMENT FOR EU as at 4 March 2021

# CONDITIONS OF ENROLMENT

The Conditions of Enrolment and the student's Letter of Offer make up the "written agreement" referred to in standard 3 of The National Code 2018 and which governs your enrolment at EU. The Conditions of Enrolment may be amended from time to time and at any time without notice.

### CANCELLATION AND REFUND POLICY

#### 1. AGREEMENT BETWEEN THE COLLEGE AND THE STUDENT

- 1.1 When the College accepts your application for enrolment it is intended that this Policy will be part of the written agreement between the College and yourself for the purposes of the ESOS Act and the National Code.
- 1.2 The College's offer of a place is dependent upon payment of the Application Fee and the Enrolment Acceptance Fee.
- 1.3 The Application Fee is not refundable.
- 1.4 Tuition Fees must be paid by the due date specified in the Letter of Offer otherwise a Late Payment Administration Fee will be charged.
- 1.5 The amount of all Non-Tuition Fees referred to in this Policy are found in the Schedule of Administrative (Non-Tuition) Fees.

#### 2. CIRCUMSTANCES FOR REFUNDS

##### 2.1 STUDENT CANCELLATIONS

When you cancel your enrolment, refunds will only be made in the following circumstances:

- a) **When the student cancels BEFORE the Course Start Date**
- i) If written notice of cancellation is received 14 days or more before the Course Start Date, the College will refund the Course Fees received less the Cancellation Fee and Application Fee.
- ii) The College will refund this money within 28 days.
- iii) No refund of fees will be given where notice is received less than 14 days before the Course Start Date.
- b) **When the student cancels AFTER the Course Start Date**
- No refund of Course Fees will be given after the Course Start Date.

##### For ELICOS Courses

You may withdraw from a course at any time.

##### 2.2 COLLEGE DEFAULT

- a) If the College fails to start or stops providing the Course to you, at the designated location and you have not withdrawn from the College, the College is in default under the ESOS Act.
- b) The College will notify you in writing if it goes into default.
- c) If the College defaults, it will, within 14 days, refund on a pro-rata basis the Tuition Fees for the weeks that tuition will not be provided, **unless**
- i) You withdraw from a course before it is cancelled; or
- ii) it is Your Fault; or
- iii) You accept, in writing, an offer in an alternative course arranged by the College.
- d) Refunds in the case of the College's default are regulated by law. Please refer to the Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth) for the precise method of calculating the refund.
- e) In the unlikely event the College does not meet its obligations to either offer you an alternative course that You accept or pay You a refund of your unspent prepaid tuition fees, the Australian Government's Tuition Protection Service will contact you and assist you in finding an alternative course or to get a refund if a suitable alternative is not found. Refer to the College's Tuition Protection Services (TPS) Policy on the College's website for more information.

##### 2.3 STUDENT VISA REFUSAL

- a) If you do not start a Course on the Course Start Date or if You withdraw from a Course on or before the Course Start Date, due to **student visa refusal**, the College will, within 28 days, refund the Course Fees less 5% of the Course Fees (up to a maximum amount of \$500).
- b) If you start a Course on the Course Start Date and then your **student visa is refused**, the College will, within 28 days, refund on a pro-rata basis, only the Tuition Fees for the weeks from when you withdrew from the Course until the end of the period that the Tuition Fees apply to.
- c) Refunds in the case of student visa refusal are regulated under the Education Services for Overseas Students (Calculation of Refund) Specification 2014. Please refer to this legislation for the precise methods of calculating the refund.



### 3. REFUND PROVISIONS

- 3.1 When you defer commencement in a Course and then cancel the Course, the original Course Start Date before your request for deferment(s), will be used as the Course Start Date to determine whether a refund is to be made.
- 3.2 No refund will be made where the College cancels, suspends or terminates your enrolment because it is Your Fault. The College will notify you in writing if this happens.
- 3.3 If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
- 3.4 If you are under 18 years old, the refund may be paid to you but only with the consent of your parent or legal guardian.
- 3.5 The College may:
- request further information or evidence to confirm that you are the person entitled to receive the refund or give a direction to pay the refund;
  - pay the refund by bank draft or company cheque (in case of refund within Australia) or by international bank draft; or
  - pay the refund to a bank account by direct credit (in case of refund within Australia) or by telegraphic transfer (in case of refunds outside of Australia) but only if you provide evidence that the bank account exists.
- 3.6 All refunds will be made in Australian currency only, unless the College's Bank is unable to do so in which case the refund will be made in the equivalent United States of America currency calculated using the Bank's exchange rate for the relevant date of transfer. The College is not responsible for currency exchange rate fluctuations, delays or loss of refund in transit (mail, courier, telegraphic transfer or otherwise) as a result of incorrect information provided by You.
- 3.7 The College may change this Policy at any time and the Policy to be used to determine whether you receive a refund will be the Policy applicable at the time you give notice of cancellation or withdraw enrolment in a Course. For the latest Policy please refer to [www.apc.edu.au](http://www.apc.edu.au), or [www.eu.edu.au](http://www.eu.edu.au).
- 3.8 If you wish to appeal a decision of the College made under this Policy you should refer to the College's Complaints and Appeals Policy for the procedure to follow.

### 4. HOW TO WITHDRAW FROM A COURSE AND GET A REFUND

- 4.1 **Complete a SCV Form.** The SCV Form is available from the Student Care Office or the College website. If you are under the age of 18 years your legal guardian will need to complete and sign the form.
- 4.2 **Complete a Refund Request Form.** The Refund Request Form is available from the Student Care Office or the College website.
- 4.3 **Attach all relevant documents to the SCV Form.** You should attach documents supporting the reason for your withdrawal and confirming your identity as well as a Refund Request Form.
- 4.4 **Hand in the completed forms to Student Care or email to:** [refunds@apc.edu.au](mailto:refunds@apc.edu.au). Please make sure that your student number and current contact details (email address, mobile phone number) are on the form. Please sign and date the SCV Form before handing it in. Your form will **NOT** be processed if it is not signed and dated.

The College will process your completed SCV Form and assess whether you are entitled to a refund based on this Policy. The College may ask for further information or documentary evidence. Please note that incomplete SCV Forms may delay the processing of and payment of refunds.

### DEFINITIONS AND ACRONYMS

In this Policy and as the context requires:

"**Application Fee**" means the fee for processing your application to study at the College. The Application Fee is payable regardless of whether you are offered a place in a Course. This is a Non-Tuition Fee.

"**Cancellation Fee**" is the fee payable when a student provides written notification of cancellation of their enrolment to the College 14 days or more before the Course Start Date. This is a Non-Tuition Fee.

"**College**" means Australian Pacific College and English Unlimited.

"**Course(s)**" means the course listed in the Letter of Offer, or, where you have enrolled in multiple courses, each course listed in the Letter of Offer.

"**Course Fees**" means the Tuition Fees and the Non-Tuition Fees.

"**Course Start Date**" means the start date for the Course as set out in the Letter of Offer, or if you have enrolled in a Package of Courses, the start date of the first Course in the Package of Courses as set out in the Letter of Offer.

"**ELICOS**" means English Language Intensive Courses for Overseas Students.

"**Enrolment Acceptance Fee**" means the fee to reserve your place in a Course at the College and is payable when you accept the Letter of Offer. If you start your Course, that fee will be applied towards the Tuition Fees otherwise it will be applied towards the Cancellation Fee.

"**ESOS Act**" means the Education Services for Overseas Students Act 2000 (Cth).

"**Late Payment Administration Fee**" means the fee payable to the College if Tuition Fees are not paid by the due date specified in the Letter of Offer.

"**Letter Of Offer**" is the letter offering you a place in a Course and which will set out the Course Fees that are payable by you in respect of the Course and the terms and conditions applicable to your study at the College.

"**National Code**" means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth)

"**Non-Tuition Fees**" means all fees received by the College that are not directly related to tuition for your Course. These fees are set out in the Schedule of Administrative (Non-Tuition) Fees.

"**Overseas Student**" means a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act.

"**Package Of Courses**" means multiple Courses provided by the College.

"**Policy**" means this Cancellation and Refund Policy.

"**Schedule of Administrative (Non-Tuition) Fees**" means the document containing the comprehensive list of fees, which a student may be required to pay during the student's enrolment at the College. This schedule may be updated at any time without notice.

"**SCV Form**" means a student course variation form prescribed by the College.

"**Tuition Fee**" means the fees received by the College either directly or indirectly for tuition for your Course. This fee is expressly stated in the student's Letter of Offer.

"**You**" or "**Your**" means the student or the student's legal guardian (where the student is under 18 years of age).

"**VET**" means vocational education and training.

"**Your Fault**" includes circumstances where:



- a. you do not start the Course on the Course Start Date;
- b. you withdraw from a Course either before or after the Course Start Date;
- c. you failed to pay an amount that you are liable to pay the College, directly or indirectly in order to undertake the Course;
- d. you breached a condition of your student visa, including where applicable, failure to maintain satisfactory course progress and/or satisfactory attendance or failure to maintain approved welfare and accommodation arrangements; or
- e. any behaviour that results in the suspension or cancellation of your enrolment (all College processes for suspension or cancellation of enrolment must be followed).

"Withdrawal Fee" means the fee payable when a student withdraws from their Course after week 7 of the then current term. This is a Non-Tuition Fee and only applicable to VET students.

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## CHANGE OF ADDRESS

You must, while in Australia and studying with the College, notify the College of your contact details including:

- a. your current residential address, mobile number (if any) and personal email address (if any);
- b. who to contact in emergency situations (and their contact details); and
- c. any changes to a) or b) above within seven (7) days of the change.

You must also let the Department of Home Affairs know of any change of address.

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## COMPLAINTS AND APPEALS

Students are encouraged to attempt informal resolution of any complaint or appeal they may have by directly engaging the staff member or student to whom the complaint or appeal relates. If it is not possible to resolve complaints informally students are encouraged to make an informal complaint in writing using the EU Complaints and Appeals Form available on the College website [www.eu.edu.au](http://www.eu.edu.au) and from Student care or Reception. Students that are not satisfied with the result or conduct of the College's internal complaints and appeals process may access an external and independent body to hear the complaint or appeal. For more information, please refer to the Complaints and Appeals policy available at [www.eu.edu.au](http://www.eu.edu.au)

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## COURSE ATTENDANCE

Student visa holders are required to attend a minimum of 20 scheduled course contact hours per week. All students must maintain satisfactory course attendance. Satisfactory course attendance is attendance of 80% of scheduled course contact hours. Student Visa holders who do not maintain satisfactory course attendance will be reported to the Department of Education, Skills and Employment/the Department of Home Affairs. This may affect your visa. Please let the College know if you will not be attending classes.

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**COURSE COMMENCEMENT** – All students are expected to start on the course commencement date of their Confirmation of Enrolment (COE). Student visa holders who do not commence their course or make arrangements for an alternative start date within five (5) business days of their COE start date will have a student default recorded against their COE.

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## COURSE HOURS

Each course consists of 20 hours of compulsory lessons and 4 hours of optional lessons. Compulsory lessons are held Monday to Thursday between 9:00am and 2:45pm, with a short break from 11:00am to 11:15am and lunch break from 1:15pm to 1:45pm. Optional lessons are held on Friday from 9:00am to 1:30pm. Depending on demand, EU may extend or open additional optional lessons. Please note that the College closes on public holidays and there is no refund of course fees in respect of those days. EU may change the hours of compulsory or optional lessons at any time with 7 days notice.

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## COURSE PROGRESS

All students must maintain satisfactory course progress. To achieve satisfactory course progress you need to achieve competency in 50% or more of their subjects/course requirements during a Study Period (for ELICOS students a study period is the lesser of 6 months or half the length of the Certificate of Enrolment for the course) Student visa holders who do not make satisfactory course progress will be reported to the Department of Education, Skills and Employment/the Department of Home Affairs.

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## DEFERRAL AND SUSPENSION OF STUDIES

In compassionate and compelling circumstances, students may request a deferral (delay) of the start date of their course or a suspension (temporary stop) of their studies. Please refer to the College's Deferral, Suspension and Cancellation Policy available at [www.eu.edu.au](http://www.eu.edu.au) for more information. Students should contact Student Care as soon as possible to discuss their eligibility and to complete a course variation form. A small administration fee applies if one or more new Confirmation of Enrolments (COE) is required.

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## DISCIPLINE AND BEHAVIOUR

- If you do not follow the College's Code of Conduct, you may be suspended or expelled.
- If you bring to or use at the College (or on College excursions) drugs, alcohol or any other illegal substance you will be expelled.
- If you behave in a violent or harassing manner (including sexual harassment) or engage in bullying you will be suspended or expelled.
- Smoking is illegal in the College buildings and will lead to you being asked to leave the building. Local councils could fine you for breaking this law.

## NON-TUITION FEES

Fees are subject to change at any time.

Fee	Amount
<b>Application fee</b>	
<b>Student Visa holders</b>	\$150
<b>Other Visa holders</b>	\$100
<b>Overseas Students Health Cover (OSHC)</b> For student visa holders only, fees vary depending on visa length and cover required. Single, Couple (does not include children) and Family cover available. Fees are subject to change by the OSHC provider at any time	As quoted by the service provider
<b>Add-on courses (Barista/RSA/Other)</b>	As quoted by the service provider
<b>Homestay and other accommodation options</b>	As quoted by the service provider
<b>Guardianship/Other– under 18 year old students only</b>	
<b>Carer Service placement fee*</b>	\$140 per person
<b>Carer Service fee*</b>	\$70 per person per week
<b>Accommodation inspection fee</b>	\$240 per inspection
<b>Airport transfer fee (one way)</b>	
<b>Brisbane Campus (from Brisbane airport)</b>	\$150 per person
<b>Sydney Campus (from Sydney Airport)</b>	\$160 per person
<b>Melbourne Campus (from Melbourne Tullamarine airport)</b>	\$160 per person
<b>Class text/materials, hand-outs</b>	\$100
<b>Junior Program</b>	
<b>ELICOS Material Fee</b>	
<b>1-3 weeks</b>	\$15 per week (photocopies only)
<b>4-20 weeks</b>	\$15 per week
<b>20+ weeks</b>	\$300 per course
<b>Catch-up English Classes</b>	\$40 per day or \$120 per week
<b>Cancellation Fee</b> <i>(when enrolment is cancelled 14 days or more before the course starts the College will use your Enrolment Acceptance Fee to cover this fee)</i>	20% of the total tuition fee for the course or in a package of courses for each course.
<b>Enrolment Acceptance Fee</b>	\$350
<b>ELICOS Textbook</b>	\$80
<b>ELICOS Readers</b>	\$30
<b>Direct Debit Payment Setup Fee*</b>	\$77
<b>Direct Debit Dishonor Fee*</b>	\$77
<b>Replacement Student Card*</b> (1st student card is free)	\$5 per card
<b>Replacement of hard copy of Certificate/Report*</b> (Certificate, transcript, Statement of Attainment, Galileo certificate)	\$20 per document
<b>eCOE administration &amp; re-issuing (International students only)</b>	\$15.50 per eCOE per 6 months or part thereof
<b>Postage of Certification Documentation</b>	Domestic Express Post \$25 International Standard Post \$60

\*Fees include GST

NOTE - Fees are subject to change and the fees applicable at any time will be those fees listed in this document.

NOTE - All fees are listed in Australian Dollars.



## INDEMNITY

The student and the legal guardian for students under 18 years, agrees not to hold the College (including its employees and/or agent) responsible or liable for any loss, damage, death or injury which the student may suffer or which may be caused by the student as a result of or in connection with the student's enrolment at the College, including:

1. the student's attendance at any premises owned, operated or controlled by the College;
2. the student's attendance at or participation in any activity (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College; and/or
3. any accommodation whether short term or long term arranged for the student by the College, and/or in any way whatsoever by association with the College.

The student and where applicable, the legal guardian hereby indemnifies the College in full against all claims, demands and proceedings as a result of any loss, damages, death or injury which may be suffered by or caused by the student.

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## PRIVACY

The College collects this information during your course

- because of our obligations under the Education Services for Overseas Students (ESOS) Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the "National Code");
- 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 in the ESOS Act 2000, the ESOS Regulations 2001 and the National Code. Information collected about you on this form and during your enrolment may be provided, in certain circumstances, to

- the Australian Government and designated authorities
- the Tuition Assurance Scheme (if relevant)
- the ESOS Assurance Fund Manager

Information collected during your enrolment may be provided without your consent where required by law. Personal information you supply and information on your course progress and attendance may be provided to and used by

- the College staff
- the College agents
- the College contractors

where it is needed to conduct the business of the College. Such uses include matters related to

- student administration (including recovery of debts)
- provision of services
- giving information to staff, agents and contractors, prospective and current students
- remaining in contact with graduates

For more information on privacy, please refer to the EU Privacy Policy available at [www.eu.edu.au](http://www.eu.edu.au)

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## STUDENT VISA HOLDERS UNDER THE AGE OF 18 YEARS

The College only accepts student visa holders who are under the age of 18 years at its Sydney Campus and not at its Brisbane or Melbourne Campus.

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## TRANSFER AND WITHDRAWAL REQUESTS

Students who wish to transfer or withdraw from the College must apply in writing using the College's Student Course Variation form. Please refer to the College's Student Transfer Policy and Deferment, Suspension and Cancellation Policy available at [www.eu.edu.au](http://www.eu.edu.au) for eligibility conditions, notice periods and fees applicable.

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## OTHER COLLEGE POLICIES

As a condition of enrolment, the student agrees to abide by all College policies, which are all subject to change from time to time. Current policies are available at [www.eu.edu.au](http://www.eu.edu.au)

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