

# Conditions of enrolment

## Public holidays and Christmas holidays

**Public holidays:** ELC will be closed on the following public holidays. Monday 1 January, Friday 26 January, Friday 30 March, Monday 2 April, Wednesday 25 April, Monday 11 June, Monday 6 August, Monday 1 October. Compensation will not be given for classes not offered on these days.

**Christmas holidays:** ELC will be closed for holiday from 24/12/18 until 1/01/2019. The last day of class will be Friday 21 December 2018 and the first day back will be Wednesday 2 January 2019.

## 1. Course information

### 1.1 Weekly hours:

<b>Intensive General English (Day)</b> 15hrs GENERAL ENGLISH + 5hrs SPECIAL FOCUS MODULE + 5hrs ENGLISH EXTRAS	<b>Cambridge Exam Preparation (Day)</b> 15hrs CAMBRIDGE EXAM PREP. + 5hrs SPECIAL FOCUS MODULE + 5hrs ENGLISH EXTRAS
<b>Intensive General English (Evening)</b> 16hrs GENERAL ENGLISH + 4hrs SPECIAL FOCUS MODULE	<b>Cambridge Exam Preparation (Evening)</b> 16hrs CAMBRIDGE EXAM PREP. + 4hrs SPECIAL FOCUS MODULE
<b>Semi-Intensive General English (Day)</b> 15hrs GENERAL ENGLISH	<b>IELTS Exam Preparation (Evening)</b> 16hrs ACADEMIC ENGLISH + 4hrs SPECIAL FOCUS MODULE
<b>Premium English (Day)</b> 15hrs GENERAL ENGLISH + 5hrs ONE-TO-ONE LESSONS + 5hrs ENGLISH EXTRAS	<b>Intensive Academic English (Day)</b> 15hrs ACADEMIC ENGLISH + 5hrs SPECIAL FOCUS MODULE + 5hrs ENGLISH EXTRAS
<b>General + Business English (Day)</b> 15hrs GENERAL ENGLISH + 5hrs BUSINESS ENGLISH + 5hrs ENGLISH EXTRAS	<b>Intensive Academic English (Evening)</b> 16hrs ACADEMIC ENGLISH + 4hrs SPECIAL FOCUS MODULE
<b>Premium English for Business (Day)</b> 15hrs GENERAL ENGLISH + 5hrs BUSINESS ENGLISH + 5hrs ONE-TO-ONE LESSONS	<b>Premium Academic English (Day)</b> 15hrs ACADEMIC ENGLISH + 5hrs SPECIAL FOCUS MODULE + 5hrs ONE-TO-ONE LESSONS

1.2 **Minimum level:** General + Business English, Academic English, Cambridge Exam Preparation and IELTS Exam Preparation courses require a minimum level. You should show evidence of your level upon enrolment or complete the ELC pre-course test. ELC retains the right to transfer your enrolment to a different course if your level of English is unsuitable for the course in which you have enrolled.

1.3 **Premium courses:** A minimum of 4 weeks' notice is required for ELC to organise a Premium course.

1.4 **Course transfers:** After the start of your program at ELC, you may choose to transfer onto a different course. You may do so provided that you meet the

minimum level required and as soon as there is availability in that course at your level. No transfer fees apply but you will need to pay an upgrade fee if you choose to transfer onto a more expensive course. This upgrade fee cannot be paid by shortening your enrolment. If you choose to transfer onto a cheaper course, there will be no refund or course extension to make up for the price difference.

1.5 **IELTS Exam:** The IELTS Exam fee is not included in any program fees. It is payable directly to your chosen test centre after your arrival in Sydney. The IELTS exam fee in Sydney is \$330 as at November 2017.

## 2. General conditions of enrolment

- 2.1 **Payment & confirmed enrolments:** When enrolling at ELC, you will receive an invoice listing the fees owed and stating payment due dates. A confirmed place at ELC will be secured after all fees have been received as outlined on your invoice.
- 2.2 **Attendance & course progress:** Student visa holders must attend at least 80% of their course and maintain satisfactory course progress by completing all class work, assignments and assessments. Students who fail to meet these requirements may be reported to the DIBP.
- 2.3 **Residential address:** You must notify ELC of any change of residential address while at the college. Failure to notify the college that you have changed address may result in automatic cancellation of your visa without your knowledge.
- 2.4 **Personal information:** 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; 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. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.
- 2.5 **Dependents:** If you are applying for a student visa and bringing school aged children to Australia with you as dependents you should know that your children will be obliged to attend school whilst in Australia and that school fees may be incurred for this.
- 2.6 **Communication:** Photographs, videos and testimonials provided by you and/or taken by ELC may be used for marketing and promotion purposes. You agree that ELC communicates with you via phone, e-mail and SMS.
- 2.7 **Code of conduct:** You must behave appropriately at all times within ELC and ELC arranged accommodation. This includes showing respect for all student and staff and not using discriminatory behaviour or language in regard to nationality, race, sexual orientation, gender identity or religion. When using social media students agree not to post inaccurate information, information that infringes on the privacy of ELC staff or students or use inappropriate language in relation to ELC. Failure to do so may lead to expulsion and cancellation of your program without refund.
- 2.8 **Possible changes:** ELC retains the right to change its fees and conditions, cancel or defer courses, and to alter course timetables and class locations at any time without notice.
- 2.9 **Instalments:** Payment by instalments is subject to approval by ELC. Contact ELC to enquire about the possibility of an instalment plan based on your enrolment.
- 2.10 **Missed classes:** If you miss classes for personal reasons including illness, no financial compensation or make up classes will be offered.
- 2.11 **Your rights:** This agreement, and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws. Please review our complaints and appeals processes in our student handbook ([daytime student handbook](#) ; [evening student handbook](#)).

## 3. ELC cancellation and refund policy

For cancellation of your English language program, the following terms and conditions apply to your fees:

- 3.1 For program cancellations with more than 28 days notice, ELC will retain \$250 cancellation fee.
- 3.2 For program cancellations with less than 28 days notice, ELC will retain 25% of the tuition fee in addition to \$250 cancellation fee.
- 3.3 For program cancellations due to refusal of a student visa, ELC will retain \$250 cancellation fee only.
- 3.4 For program cancellations on or after the date of commencement, there will be no refund.

### Please, note that:

- 3.5 The term "program" used above refers to your entire enrolment at ELC and can encompass a combination of several courses.
- 3.6 Additional refund policies apply for any extra services you have booked (including but not limited to accommodation and work programs). Please refer to the relevant sections.
- 3.7 If you defer your program and later cancel it prior to your new start date, the cancellation policy will apply from your original course start date, not your deferred start date. This is relevant as it determines whether points 3.2, 3.3 or 3.4 applies to your potential refund.
- 3.8 Refund requests will be processed within four weeks. If you enrolled through an education agent, the fees will be refunded to that agent. If you paid with credit card, refunds will be made to the same account.
- 3.9 Program fees are not transferable to another person or institution.
- 3.10 In the unlikely event that ELC cancels a course before its commencement, you will receive a full refund within 2 weeks.

## 4. Work programs

- 4.1 **Minimum level:** Each of our work programs requires a minimum level of English. You should show evidence of your level upon enrolment or complete the ELC pre-course test. ELC retains the right to cancel or postpone your work program if your level of English is unsuitable for the program you have booked (refer to ELC's Work Program manual for details).
- 4.2 **Work and Travel Program:** This program can only be booked before you arrive in Australia. Membership cancellations must be received 28 days prior to your arrival date. For cancellations received with less than 28 days notice, there will be no refund.
- 4.3 **Conservation Volunteering:** You must meet all requirements of this program - please refer to ELC's Conservation Volunteering handbook and application form for details. For cancellations received more than 30 days before starting your volunteering program, you will receive an 85% refund. For cancellations received 30-14 days before starting your volunteering program, you will receive a 70% refund. There will be no refund if you give less than 14 days notice or after your program has started.
- 4.4 **Professional Internship:** You must meet all requirements of this program - please refer to Australian Internship's application form for details. The \$500 application fee (deposit) is non-refundable. For cancellations prior to commencement of the placement process (i.e. confirmed interview with a Host Company), 100% of the internship program fee will be refunded. For cancellations after commencement of the placement process (i.e. confirmed interview with a Host Company) but before signing the Training Agreement, 75% of the internship program fee will be refunded. For cancellations after signing the Training Agreement or after the internship start date, there will be no refund.
- 4.5 **Au pair and demi pair programs:** You must meet all requirements of this program - please refer to ELC's au pair and demi pair handbook and application form for details. For cancellations received with less than 28 days notice from the program start date, there will be no refund.

## 5. Airport pick up

- 5.1 **Cancellations:** Cancellation of your airport pick-up should be received minimum 48hrs before your scheduled flight arrival time.
- 5.2 **Airport pick-up for 2:** For any 2 students (friends or couple) who arrive via the same flight and who have booked to stay together at the same accommodation option, 1 airport pick-up fee of \$200 will apply.

## 6. Accommodation policies (applicable to all accommodation options)

- 6.1 **Accommodation placement fee:** The accommodation placement fee applies to all accommodation bookings and is non-refundable.
- 6.2 **Payment:** Payment for accommodation bookings must be received a minimum of 8 weeks prior to your arrival or as per your invoice due date.
- 6.3 **Cancellation before arrival:** 2 weeks' notice is required to defer your arrival or cancel your booking for Homestay and Hostel - Glebe YHA. 4 weeks' notice is required for ELC Premium Apartment, Studyhouse, Link2 and Cozy/Stay bookings. If you give less notice than required, the equivalent amount will be deducted from any refund owing. Please note that, in cases of deferment of arrival date, later departure dates are not always possible (based on vacancy). A \$100 administration fee applies for all cancellations.
- 6.4 **Cancellation on or after arrival:** Shortening accommodation bookings on or after arrival requires 2 weeks' notice or 2 weeks' rent will be deducted from any refund owing for Homestay and Glebe YHA Hostel. For information on this policy for the ELC Premium Apartment, Studyhouse, Link2 or Cozy/Stay, please refer to items 6.17.2, 6.18.2 and 6.19.3. A \$100 administration fee applies.
- 6.5 **Accommodation changes:** All ELC accommodation options are organised through distinct accommodation providers. Set cancellation policies apply for each. If you decide to cancel one accommodation option to book an alternative one less than 4 weeks prior to your arrival or after your arrival, the respective cancellation policies will apply.
- 6.6 **Multiple accommodation bookings:** An additional \$100 administration fee applies if you book 2 accommodation options.
- 6.7 **Flight details:** Flight arrival details are required when making all accommodation bookings.
- 6.8 **Arrival and departure dates:** A weekend arrival and a weekend departure are essential for Homestay bookings and preferable for all other accommodation bookings.
- 6.9 **Extra nights:** All prices are weekly prices (for 7 nights). Extra nights can be arranged at all ELC accommodation options. An extra night in Homestay is \$50. For all other accommodation options, the extra nights are invoiced at a pro rata of the weekly price.
- 6.10 **Twin rooms:** With the exception of Homestay, twin rooms can be booked by two friends or individually. Please specify. Individual bookings will be allocated together with another client of the same gender.
- 6.11 **Smoking:** Smoking is not permitted in any of the ELC accommodation options.
- 6.12 **Under 18s:** Students have to be over 18 to stay at the ELC Premium Apartment, Studyhouse, Link2 or Cozy/Stay. Students under 18 may stay on their own with a Homestay family (special arrangements apply) or with their guardian at the Glebe YHA Hostel.

6.13 **Validity dates:** The 2018 rates are only guaranteed for nights until 31/12/2018 inclusive for all accommodation options except for Glebe YHA Hostel (please refer to item 6.21.1. for this).

6.14 **Unforeseeable circumstances:** In the event of unforeseeable circumstances leading to an accommodation option becoming unavailable, ELC will arrange an equivalent alternative.

6.15 **Arrivals on public holidays:** Most accommodation options do not accept arrivals on the 25th December and 31st December. Please contact ELC.

### 6.16 Additional accommodation policies for Homestay

6.16.1 **Homestay requirements:** Answers to the Homestay requirements questions are essential before we can arrange your Homestay placement. ELC will fulfill all Homestay requirements.

6.16.2 **Homestay preferences:** Answers to the Homestay preferences questions will be taken into account as much as possible when finalising your Homestay placement. ELC does not commit to fulfilling all requests.

6.16.3 **Homestay arrangements:** Minimum 2 weeks' notice is required to arrange Homestay accommodation. The Homestay profile will only be sent to you 2-4 weeks prior to your arrival and only after receipt of your flight details.

6.16.4 **Twinshare:** Twinshare at homestay must be booked by a couple or two friends travelling together.

6.16.5 **Special rates:** Internet can be requested. It is \$10pw payable directly to the family. For special requests such as Homestay with private bathroom, executive Homestay, halal food or other special requirements, please contact ELC.

6.16.6 **Christmas surcharge:** A Christmas surcharge of \$110 applies for stays with a Homestay family over the Christmas week (24/12/2018-01/01/2019).

6.16.7 **Under 18s:** Single room for under 18s is \$320pw; twin room for under 18s is \$300pw pp; the guardian fee for under 18s is \$75pw.

6.16.8 **Check-in & check-out:** Your Homestay family will have your flight details and you should move in with them within 3hrs of your flight arrival time, including if in the early morning or late evening. Please, leave your Homestay by 11am on your departure day.

### 6.17 Additional accommodation policies for the ELC Premium Apartment

6.17.1 **Minimum stay:** There is a minimum stay of 10 weeks (contact us with exact dates for shorter stays).

6.17.2 **Cancellation & early departure:** Minimum 4 weeks' notice is required for any changes before arrival. No changes or refunds will be made if you cancel within 4 weeks of arrival or after arrival.

6.17.3 **Bond:** A credit card charge will be made for a \$500 bond upon check-in. A refund will be processed after check out minus any fees for damages to the property. You should expect bank charges to apply for both transactions.

6.17.4 **Apartment rules:** Upon arrival, you will be expected to sign the apartment rules ([visit our website](#) to view a copy of the apartment rules). Non-compliance with the rules may result in eviction. In cases of eviction, no refund is given.

6.17.5 **Check-in & check-out:** You can move into your room from 2pm onwards on your arrival day. Please check-out by 10am on your departure day.

### 6.18 Additional accommodation policies for Studyhouse (formerly known as ELC Student Houses)

6.18.1 **Minimum stay:** There is a minimum stay of 2 weeks. However, an additional \$50 administration fee (short booking fee) applies for bookings of 14-26 nights (under 4 weeks).

6.18.2 **Cancellation & early departure:** 4 weeks' notice is required for any changes to your booking both before or after your arrival.

6.18.3 **Bond:** A credit card imprint will be required when you move in as security. A charge of a \$300 bond will only be made in cases of damage to the property.

6.18.4 **Resident's agreement:** Upon arrival, you will need to sign the Studyhouse resident's agreement ([visit our website](#) to view a copy of the resident's agreement and Studyhouse handbook). Non-compliance with the rules may result in eviction. In cases of eviction, no refund is given.

6.18.5 **Girls-only house – The Haven:** Female students can request to stay at the girls-only house.

6.18.6 **Triple room:** Studyhouse features 2 triple rooms. The weekly fee per person is the same as for twin rooms. ELC will advise you at the time of enrolment if only a bed in a triple room is available for your requested dates of stay. We however reserve the

right to change a booking for a bed in a twin room into a bed in a triple room in case of unexpected changes.

6.18.7 **Check-in & check-out:** You can move into your room from 10am onwards on your arrival day. Please vacate your room by 9am on your departure day.

### 6.19 Additional accommodation policies for Link2

6.19.1 **Minimum stay:** There is a minimum stay of 2 weeks. However, an additional \$50 administration fee (short booking fee) applies for bookings of 14-27 nights (under 4 weeks).

6.19.2 **Cancellation & early departure:** 4 weeks' notice is required for any changes to your booking both before or after your arrival.

6.19.3 **Bond:** A credit card imprint will be required when you move in as security for a value of 4 weeks rent (i.e. the exact amount depends on the room type). A charge will only be made in cases of damage to the property.

6.19.4 **Resident's agreement:** Upon arrival, you will need to sign the Link2 Resident Agreement ([visit our website](#) to view a copy). Non-compliance with the rules may result in eviction. In cases of eviction, no refund is given.

6.19.5 **Check-in & check-out:** You can move into your room from midday onwards on your arrival day. Please vacate your room by 9am on your departure day.

### 6.20 Additional accommodation policies for CozyStay

6.20.1 **Minimum stay:** There is a minimum stay of 4 weeks.

6.20.2 **Cancellation:** Minimum 4 weeks' notice is required for any changes to your booking before arrival.

6.20.3 **Early departure:** The first 4 weeks are non-refundable. After this period, 2 weeks' notice applies for early departure.

6.20.4 **Key Deposit:** You will have to pay a \$350 key deposit (refundable bond) by credit card, debit card or cash upon arrival at the house.

6.20.5 **Resident's agreement:** Upon arrival, you will need to sign the CozyStay house rules ([visit our website](#) to view a copy of the house rules). Non-compliance with the rules may result in eviction. In cases of eviction, no refund is given.

6.20.6 **Linen and blanket:** Bed linen and a pillow are provided as part of your weekly accommodation fee, but this does not include a doona or blanket. Please indicate whether you would like to purchase a blanket for an extra \$40 (payable upon arrival).

6.20.7 **Cleaning duties:** You will be required to share the cleaning duties according to a set roster. Non-compliance may lead to eviction.

6.20.8 **Off-shore application only:** CozyStay can only be booked by students who are overseas and as a first accommodation option upon landing in Sydney.

6.20.9 **Airport pick-up:** All CozyStay bookings require the additional purchase of the airport pick-up service to satisfy the accommodation's arrival procedure.

6.20.10 **Check-in & check-out:** Your room will be booked based on your flight details, allowing you to move in early in the morning on your arrival day if your flight lands early. Please vacate your room by 10am on your departure day.

### 6.21 Additional accommodation policies for the Glebe YHA Hostel

6.21.1 **Validity dates:** The YHA 2018 rates apply from 1st October 2017 until 30th September 2018.

6.21.2 **Minimum stay:** The prices published are for stays of 4 weeks or longer.

6.21.3 **Special rates:** For 2-4 week stays, the following fees apply: Single room: \$285/w; Twin room: \$215/w; 4-share dorm: \$160/w. For less than 2 week stays, the same rates apply as in high season.

6.21.4 **High season:** High season rates apply from 15 December 2017 to 30 January 2018 and only 4-share dorms are available over this period at a rate of \$255/w

6.21.5 **Check-in & check-out:** You can move into your room from 2pm onwards on your arrival day. Please check out by 10am on your departure day.

## 7. Indemnity and release

On behalf of myself, my executors, administrators and assigns, I agree to waive and release all claims against English Language Company Pty Ltd (ELC), its directors and appointed representatives for any loss, accident, delay or expense, bodily injury or death which I may cause or suffer in connection with or resulting from attendance or participation in any of ELC's programs, accommodation arrangements, transfers, sporting, recreational and cultural activities.

I agree that the law of the State of New South Wales in the Commonwealth of Australia shall apply to this agreement.