CONDITIONS OF ENROLMENT

Students are required to have read, understand and accept the following conditions of enrolment before signing the Acceptance Declaration provided with the Letter of Offer. Fees, conditions, course times, timetables, class sizes and course commencement dates may change without notice. The College will advise students of changes that may have an impact on their enrolment.

OBLIGATIONS OF THE STUDENT

On arrival at the College Student Visa holders must provide their current contact details (including address, email and telephone number). Any changes to these details must be notified in writing within 7 days. Student under 18 years of age not accompanied by their parents or living with close family members while in Australia and intending to apply for a student visa must have their proposed accommodation and welfare arrangements approved by the College prior to their enrolment being accepted.

COURSE CANCELLATION AND REFUND POLICY

Applications for refunds must be in writing addressed to General Manager, ELS Universal English College or email applysydney@els.edu. Any refunds payable under this policy (with the exception of those payable under ‘Provider Default’) will be made within 4 weeks of receiving the written refund application.

1. A course is defined as the total period of study for which the student has enrolled in.
2. In all cases course commencement refers to the initial course whether it is a single course or a combination/package of courses.
3. Cancellations are not effective until notified in writing.
4. Course fees are not transferable to another person.
5. The Registration Fee is not refundable except in the case of Provider default as indicated under ‘Provider Default’.
6. A student unable to commence their course because of visa refusal, and provided the visa application was made before the course commencement date, the College will refund all prepaid course fees, minus 5% of the fees or $500, whichever is less. The refund will be made within 28 days of the College receiving a copy of the official visa rejection letter.
7. A student who cancels their course for reasons other than a visa refusal, the following will apply:

<table>
<thead>
<tr>
<th>Cancellation more than 28 days before course commencement</th>
<th>100% of tuition fees, textbook/materials fee and OSHC/OVHC will be refunded</th>
<th>Registration fee is non-refundable in all cases.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancellation 28 days or less before course commencement</td>
<td>50% of tuition fees refunded. 100% of textbook/materials fee and OSHC/OVHC will be refunded</td>
<td>Students receiving a Registration fee waiver or discount will have the full amount deducted from the final amount payable.</td>
</tr>
<tr>
<td>Cancellation on or after course commencement</td>
<td>No refund of tuition fees or textbook/materials fee*</td>
<td></td>
</tr>
</tbody>
</table>

* Students would need to contact their OSHC/OVHC provider in regards to OSHC refunds.

8. A student who requests a transfer from a more expensive course to a less expensive course after the original course commencement date will not be eligible for a refund of the difference in the course fees, other than as required by the ESOS Act or the National Code.
9. A student who has a packaged enrolment with a partner institution and successfully completes the recognised ELS English prerequisite for entry to that course before the original end date of enrolment at the College will be eligible for a refund of unused tuition fees, less a $100 administration processing fee. A request for a refund will not be processed until evidence is provided of course commencement at the partner institution.
10. Students who defer the date of commencement of their course, then later cancel the course prior to the revised commencement date, the cancellation policy will apply from the original course start date.
11. In all cases of suspension and/or expulsion of students due to non-compliance with the Student Code of Conduct, no refund of monies paid to the College will be made unless required by law.
12. Students whose visas are cancelled due to unsatisfactory attendance or academic progress will not be entitled to a refund of fees.
13. Student study breaks are included as part of the study period for the purpose of refunds, with the exception of a negotiated study break between courses at the time of enrolment.
14. Refunds for enrolments made through an authorized agent of the College may be paid to the agent.
15. Refunds are calculated on the amount of fees received from a student or their representative. Differences may occur when agents’ commissions are made prior to any request for a refund before course commencement. In this case students are advised to contact their representative for any differences in refund payment.

This agreement and the availability of complaints and appeals processes do not remove your right to take action under Australia’s consumer protection laws.

PROVIDER DEFAULT

If the College does not offer an advertised course in which a student has enrolled in, or withdraw the delivery of the course prior to its completion, the College will offer to place the student in an alternative course at no extra cost to the student. The student must advise us in writing to accept the offer or choose to be refunded the unused portion of prepaid fees. The refund will be paid within 2 weeks from the date the College ceases to provide the course.
HOMESTAY/AIRPORT TRANSFER CANCELLATION ANDREFUND POLICY

The following applies to the cancellation of the Accommodation Placement Fee and/or Airport Transfer service for reasons other than a visa rejection:

<table>
<thead>
<tr>
<th>Cancellation</th>
<th>Homestay Accommodation</th>
<th>Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 days or more before course cancellation for homestay accommodation</td>
<td>Full refund of homestay accommodation fees less bank charges (if any)</td>
<td>The Homestay placement fee is non-refundable in all cases.</td>
</tr>
<tr>
<td>Less than 14 days before course cancellation for homestay accommodation</td>
<td>2 weeks accommodation fees non-refundable.</td>
<td>Students receiving a Homestay placement fee waiver or discount will have the full amount deducted from the final amount payable.</td>
</tr>
<tr>
<td>Cancellation of homestay booking on or after course commencement</td>
<td>No refund for all bookings less than 4 weeks. Full refund for bookings in excess of 4 weeks, not including the first 4 weeks accommodation fee.</td>
<td>Homestay change fee of $100 is non-refundable.</td>
</tr>
<tr>
<td>Airport Transfer fee</td>
<td>n/a</td>
<td>No refund</td>
</tr>
</tbody>
</table>

Where a student breaches the Student Code of Conduct at the College which results in expulsion, or student behaviour in homestay is deemed as unsatisfactory, homestay accommodation may be cancelled. No refund of paid homestay fees is refundable in this case. Unacceptable behaviour might include, but is not limited to the following: violence, use or distribution of illegal drugs, anti-social behaviour, sexual abuse or harassment, or criminal activity.

The College does not permit direct payment arrangements between students and homestay families. All homestay payments and refunds must be made with Accommodation staff at the College.

OVERSEAS STUDENT HEALTH COVER (OSHC) & OVERSEAS VISITOR HEALTH COVER (OVHC) REFUND POLICY

For a student who has not yet arrived in Australia, the College will refund OSHC/OVHC. All other cases the OSHC/OVHC provider will arrange the refund subject to the student completing an application for refund.

HIGH SCHOOL PLACEMENT SERVICE

A student requesting this service at the time of enrolment then cancels prior to course commencement will have 100% of the placement fee refunded. Cancellation of the high school placement service on or after course commencement will not attract a refund.

CHANGE OF ENROLMENT

The College reserves the right to charge a non-refundable Change of Enrolment fee of $100 where a student requires a revised Offer Letter or CoE.

DEFERMENT, SUSPENSION OR CANCELLATION OF STUDY

Students may apply for a deferment of commencement of study due to compassionate or compelling circumstances. The College may initiate a deferment of commencement of study on the grounds that it is not able to offer a suitable class for a student at the time of the student’s initial commencement date. Students may apply for a suspension of studies due to compassionate or compelling circumstances.

STUDENT SUSPENSION DUE TO FAILURE TO MAKE PAYMENT

It is a condition of enrolment that students pay tuition fees in advance. A student who fails to pay course fees as and when directed may be suspended from the College. No Certificate of completion/attainment will be issued until all course fees have been paid in full.

Students who are the subject of College initiated Suspensions or Cancellations will have access to the College’s Complaints and Appeals process. Full details of the policies and procedures for deferment, suspension and cancellation of studies are available at https://sydney.els.edu/en/Enrol/DefermentAndSuspensionPolicy

STUDENT HOLIDAY REQUESTS

Student visa holders enrolling in 12 or more weeks may apply for a short break in their studies. Each request will be considered on a case-by-case basis; however, students are required to have achieved a minimum attendance of 85%. Applications for holidays are available under the following conditions:

- Students must complete a minimum of 4 weeks study at the College before a holiday application will be accepted;
- Students must not have any outstanding fees;
- Holidays may only be taken in full weeks (Monday to Friday);
- Students may not take a holiday in the last two weeks of each term;
- Students will not be in arrears in tuition fee payment at holiday end;
- Students in homestay accommodation are required to speak to staff regarding their application for a holiday;
- Students must obtain their carer’s consent before a holiday is granted.

In addition, students in homestay accommodation are required to provide accommodation staff with at least 2 weeks’ notice if not staying at the homestay during the holiday period. If such notice is not provided, the full homestay fee rather than the holiday rate will be payable during the period of absence.

Tourist and Working Holiday visa holders are not required to apply for a holiday break; however, it is strongly recommended they communicate with the College on any intended break in study.

Universal Education Centre Pty Ltd trading as ELS Universal English College CRICOS Provider Code 00053J
STUDENT CODE OF CONDUCT

Students are expected to follow the reasonable instructions of College staff and adhere to the College’s rules as detailed in the Student Handbook, made available to students at Orientation. Students will be subject to possible suspension and/or expulsion at the absolute discretion of the College (subject to natural justice, and except as otherwise implied by law) for persistent and/or serious infringement of the Student Code of Conduct.

DISPUTE RESOLUTION

In the event of a dispute the student may enter the College’s Complaints and Appeals process, with details available in the Student Handbook. The student may subsequently lodge an external appeal or make an external complaint about a decision by contacting the Overseas Students Ombudsman through their website – www.oso.gov.au

PUBLICITY

The parent (or guardian) agrees to grant ELS Educational Services, Inc. and all subsidiaries, affiliated companies, franchisees and licensees, (collectively “ELS”) permission to use my name and/or likeness; and/or quotation (“the quotation”) and/or any writings I may create about my ELS experience (“writings”) as written in paragraph 3, below, as follows:

1. ELS will own the quotations and the writings, the still photographs, audio and/or video footage in which I appear, and the words spoken in the video footage, and have the unrestricted right to publish said photographs and use such video and the quotations and the writings in any ELS marketing and promotional materials, on all ELS websites, and in any other ELS material, including ELS-sponsored and authorized social media locations and feeds, and shall have the right to license agents and other third parties to do the same - including, without limitation, Berlitz Corporation and its subsidiaries, affiliated companies, franchisees and licensees, branded or identified sites and pages within Facebook, YouTube, Twitter and other social media and internet destinations.

2. This grant is intended to be worldwide in scope and to apply to all media now existing or hereafter developed.

3. ELS may display the quotation and the writings on any ELS website or blog, and in printed promotional materials for the purpose of promoting ELS programs, products and services, and may license to agents and third parties the right to make such uses on behalf of ELS.

4. ELS shall not alter the quotation (other than editing for space considerations in a manner that does not alter the meaning or context) or the form of attribution. ELS may edit the writings for clarity and to ensure conformity with any applicable guidelines or standards in a manner that does not alter their meaning or context.

PRIVACY

In accordance with the laws of Australia, the personal information you provide or provided to us before or during your period of enrolment at the College is regarded as confidential and will be used for the purpose of processing your enrolment and providing you with the services you request. However, in this process, it may be disclosed to relevant third parties including but not limited to your family, homestay families, agents, external service providers, further studies institutions, and various employees of the College as required. Information is also collected in order to meet our obligations under the ESOS Act and the National Code 2007, 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 2007. Information collected about you can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. In other instances information can be disclosed without your consent where authorised or required by law.

INDEMNITY DECLARATION

By signing the Declaration the parent(s) and/or legal guardian(s) of a student under the age of 18, agree that the College, its officers, teachers, employees, representatives and agents shall not be held responsible and/or be under liability as far as permitted by the law of the Country of Australia and/or will not make any claim against them for the student’s death, bodily injury, disability, loss, damages and/or property damage which may be sustained by the student and/or which may be caused by the student in connection with or during the period of the student’s attendance at any premises owned/leased, operated or controlled by the College, the student attending activities and/or excursions and/or in any accommodation arranged for the student. Further, the parent(s) and/or legal guardian(s) agrees to pay any direct and/or indirect costs incurred by the College in relation to these activities where a student attends and participates in activities and/or excursions (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College or of which we have knowledge.

The parent(s) and/or legal guardian(s) further consent and agree that the College at its absolute discretion may when it considers it desirable and/or essential seek and provide medical and/or optical and/or dental treatment for the student. In such cases, such costs whether direct and/or indirect will be met by the parent(s) and/or legal guardian(s). If the College has been obliged to incur costs on behalf of the student in such circumstances the costs will be repaid to the College by the parent(s) and/or legal guardian(s) on demand. The aforementioned shall also extend to executors, administrators and assigns of the signatory.

Agreement to these Conditions of Enrolment does not remove your right to take action under the College’s Complaints and Appeals Process or Australia’s consumer protection laws or to pursue other legal remedies.