

TERMS AND CONDITIONS OF ENROLMENT

Students are required to have read, understand and accept the following conditions of enrolment before signing the Course Acceptance Agreement provided with the Letter of Offer. Fees, terms and conditions, course times, timetables, class sizes and course commencement dates may change without notice. Agreement to these Conditions of Enrolment does not remove your right to take action under Universal English College's Complaints and Appeals Process or Australia's consumer protection laws or to pursue other legal remedies.

1. Universal English College is bound by the legislation of the Australian Government including the Education Services for Overseas Students Act 2000 (ESOS Act), the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012. These and other associated legislations can be found at <https://internationaleducation.gov.au/>

Australia provides rigorous protection for international students through the Education Services for Overseas Students Act 2000 (ESOS Act) and related legislation, which protects and enhances Australia's reputation for quality education, provides tuition protection and supports the integrity of the student visa program.

2. Universal English College reserves the right to reject applications that do not meet the entry requirements or GTE criteria. If Universal English College rejects the student's application, all fees paid will be refunded in accordance with the Cancellation and Refund Policy and Procedure.
3. All fees quoted are in Australian Dollars and include Good and Services Tax (GST), where applicable. Fees must be paid in Australian dollars by bank transfer or direct deposit to Universal English College's bank account. A credit card transaction fee of **(1.5%)** applies to all credit card payments. Universal English College is not liable for International transaction fees of any bank. **Cash is not accepted.**
4. Under the ESOS legislation students are not required to pay more than 50 per cent of their tuition fees before they start the course, but may pay more if they choose to. Your enrolment in a study period is not confirmed until the required fees for that period have been paid. Shorter courses with a duration of 24 weeks or less are not subject to the 50 per cent limit.
5. Universal English College reserves the right to make changes to fees, terms and conditions, course schedules, and/or class locations at any time.
6. Universal English College Terms and Conditions including the Cancellation and Refund Policy may differ from the Terms and Conditions of an Agent Representative of Universal English College. The student is advised to confirm with their Representative any Terms and Conditions relating to fees and/or services associated with that Representative as separate to the Universal English College Terms and Conditions.
7. Students enrolled in a package of courses, must first satisfactorily meet the minimum course requirements before progressing to the next course and/or level.
8. Enrolment Application and course fees do not cover personal costs, such as the cost of accommodation, living expenses, social activities, stationary or other equipment that the student may like to purchase.
9. Course fees cannot be transferred to another person or student.

Universal English College will be closed during all public holidays. Compensation will not be made on any study days lost in weeks comprising these dates. The school may be closed for the period between Christmas and New Year.

Students have access to the Student Handbook, which includes further explanation of the Student's rights and responsibilities and details of course progress and attendance monitoring. The Student Handbook can be downloaded from (<https://uec.edu.au/about-us/downloads/>)

Overseas students are required to make themselves aware of the Education Services Overseas Students (ESOS) legislative framework. A description of the ESOS framework that Australian Education providers must abide by is available electronically from the Department of Education Website - refer to the links below for further important information:

<https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>
<http://www.australia.gov.au/information-and-services/education-and-training/international-students>
<http://www.studyinaustralia.gov.au/global/live-in-australia/support-services/support-services-for-students>

10. STUDENT ATTENDANCE AND PROGRESS

Students must attend a minimum of 80% of their course to meet the minimum course attendance requirements and their student visa conditions.

Students are also required to make reasonable progress on courses in which they are enrolled.

Failure to meet course progress or minimum attendance requirements may result in the student being reported to the Department of Education and Training via PRISMS which could result in visa cancellation. For more details on the course monitoring and course attendance policy refer to the Student Handbook (<https://uec.edu.au/wp-content/uploads/2019/03/UEC-Student-Handbook-2019.pdf>)

11. CHANGE OF ADDRESS AND CONTACT DETAILS

Students are required to keep their address and contact details (including residential address, email and telephone number) up to date at all times. Any changes to these details must be notified in writing within 7 days. It is the student's responsibility to notify Universal English College of any change to their contact details. If the student fails to do so, this may affect their visa.

12. 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 Letter of Offer or CoE. Once a student has commenced their course, they may incur an administration fee or additional tuition fees if they wish to change their class, class time (evening to day), or transfer to another course of study (see attached).

13. COST OF LIVING

Living costs in Australia vary greatly. Students should budget a minimum of AU\$20,290 per year for food, transport, accommodation, clothing and entertainment. Further information on living costs is available from www.studyinaustralia.gov.au

14. DEFERMENT, SUSPENSION AND CANCELLATION OF STUDY

Students can defer, cancel, withdraw or suspend their enrolment under the conditions below.

Tuition and course fees cannot be transferred to another College or student.

Deferring your course

Students can defer or postpone their start date by providing written notice either by email or by completing the Course Variation Request Form. Universal English College will consider each case and issue a written response to indicate acceptance or rejection of the application. The new start date must be within six (6) months of the original start date. Students can defer their course start date twice within the six months of the original start date, without any fees being incurred. If a student wishes to defer a third time, fees will be charged in line with the Cancellation and Refund Policy.

Cancelling your course

Students can cancel their enrolment before it starts by providing written notice either by email or by completing the Course Variation Request Form. Universal English College will consider each case and issue a written response to indicate acceptance or rejection of the application. Fees will apply depending on the amount of notice provided. The amount is calculated from the day the request is received by Universal English College in writing. See Cancellation and Refund Policy.

Cancellation from your course after commencement

Students can only withdraw from their enrolment before completing their course if their fee payments are up to date. See Cancellation and Refund Policy as fees apply. Universal English College will consider each case and issue a written response to indicate acceptance or rejection of the application.

Under Australian Law, if a student cancels their enrolment to move to another provider, they must have completed six months of study in their principal course. Withdrawal requests by students who have not yet completed six months of their principal course will be assessed against the Transfer between Registered Providers Policy and Procedure. The Australian Government requests that before any transfer can be granted, a student must first submit a Letter of Offer from the other Education Provider. This must be submitted with the Course Variation Request Form, available from Reception. Requests will be assessed in line with the Refund Policy and Procedure. Balance of course fees are not refundable.

Suspending your course

Students who have already commenced their course can only suspend their studies under exceptional circumstances. The student must provide written and authentic evidence to support their situation, for example, a medical certificate from a registered practitioner. Course fees must be up to date before the application will be assessed. The maximum a student can suspend their enrolment is three (3) months.

Students who temporarily suspend their studies or defer their course commencement and then cancel their course, may be subject to Cancellation and Refund Policy and Procedure. Fees are charged from the date of initial application.

Suspension due to unacceptable behaviour

Universal English College may suspend or cancel a student's enrolment due to unacceptable behavior. Should this occur the student will be provided with written notice detailing the reason for the suspension or cancellation. There is no refund for these cases.

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 their course fees may be suspended from their course until they have met their financial course obligations. Certificates will not be issued until all course fees have been paid in full.

The student has 20 working days to appeal the decision. Students who are the subject to Universal English Colleges initiated Suspension or Cancellation will have access to Universal English Colleges Complaints and Appeals Policy and Procedure. Full details of the policies and procedures are available in the Student Handbook <https://uec.edu.au/policies-and-procedures>.

15. STUDY BREAKS

Student visa holders over the age of 18 can apply for a maximum of 5 week's study break. Study breaks are included in your total enrolment period and course duration. Study breaks must be arranged on application. Further details are available from study@uec.edu.au

16. PROVIDER DEFAULT AND PROTECTION OF STUDENT FEES

Universal English College reserves the right to defer or cancel a course, change start dates, curriculum or programs at any time.

In the unlikely event Universal English College is unable to deliver your course in full, students will be offered a refund for the unused portion of pre-paid tuition fees.

The refund will be paid to you within 10 working days of the date on which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course at no extra cost. The student has the right to choose whether they would prefer a refund or to accept a place in another course. If the student chooses the alternative course, they will be issued a new Letter of Offer and acceptance agreement which they are required to sign to confirm their placement in that course.

In cases of provider default the student may access the Australian Government's Tuition Protection Service (TPS). The service provides assistance to international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- Complete their studies in another course or with another provider, or
- Receive a refund of their unspent tuition fees.

17. GENERAL ENGLISH EVENING

Students enrolling in the General English Evening are required to have, at a minimum, a Lower-Intermediate level of English (approximately IELTS 4.5). On testing students at Orientation, those with English language ability below this level will be required to study in the General English Day until they have reached a Lower Intermediate level. Students who do not test at the required level for entry into the GE Evening will be issued an invoice for the difference in fees for study in the General English Day.

18. ORIENTATION

All students are required to attend Orientation which is held on the first day of class. Full details are available in the Letter of Offer.

19. COMPLAINTS AND APPEALS

If a student is experiencing any difficulties or dissatisfaction, they are encouraged, in the first instance to discuss their concerns with Universal English College staff. If discussing these concerns is not deemed effective or appropriate by the student and he or she wishes to make a formal complaint, students are advised to complete a Complaints and Appeals form. For information on how to appeal a decision or make a complaint contact the Student Services Advisor or refer to the *Complaints and Appeals Policy and Procedure* at <https://uec.edu.au/policies-and-procedures>.

If the student is not satisfied with the decision, then the student can appeal externally through the Overseas Student Ombudsman www.ombudsman.gov.au

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.

20. PRIVACY STATEMENT

Universal English College is committed to protecting student's privacy.

Information is collected on the Application Form and during your enrolment in order to meet our obligations under various NSW and Australian legislations - 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. These include the Privacy Act 1988, the ESOS Act 2000 and the National Code 2018. This is also done 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 Privacy Act 1988; 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 during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected during your enrolment can be disclosed without your consent where authorised or required by law.

From time to time, Universal English College may be related to other entities (related entities) and this Privacy Policy applies if your personal information is dealt with by those related entities.

Students can request for access to their personal information held in their student files by submitting to the Registrar the Student Request for Access to Own Personal Information form available at Reception.

21. PUBLICITY

The student (and where applicable, the parent or guardian) agrees to grant Universal English College and all subsidiaries, affiliated companies, franchisees and licensees, (collectively permission to use my name and/or likeness; and/or quotation ("the quotation") and/or any writings I may create about my experience ("writings") as written below:

- a. 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 marketing and promotional materials, on all websites, and in any other material, including -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, Universal English College 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.
- b. this grant is intended to be worldwide in scope and to apply to all media now existing or hereafter developed.
- c. may display the quotation and the writings on any website or blog, and in printed promotional materials for the purpose of promoting programs, products and services, and may license to agents and third parties the right to make such uses on behalf of.
- d. 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. 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.

22. CHANGES TO AGREED SERVICES

Where there are any changes to the agreed services that will affect the student, including any intention to relocate premises, a change of ownership, any changes to relevant third-party arrangements, or in the event Universal English College closing down, the student will be advised in writing as soon as practicable and at least 20 working days prior to the change taking effect.

23. SCHOOL AGED DEPENDENTS

Should the student be accompanied by school age dependents, the student must ensure these dependents are enrolled and attending an appropriate school during the period the student is studying with Universal English College. Full School fees may apply.

24. STUDENT CODE OF CONDUCT

Students are expected to follow all reasonable instructions of College staff and adhere to the College's guidelines and terms and conditions as detailed in the Student Handbook (https://uec.edu.au/wp-content/uploads/2019/06/UEC-Student-Handbook-2019_version-3.0.pdf). 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. Harassment, bullying, and victimisation will not be tolerated at Universal English College. Discrimination on any grounds is not acceptable. Students who feel they are being harassed or are victims of any sort of racism should initially contact the Team Leader, Student Services Advisor.

25. **STUDENT PERSONAL BELONGINGS**

The student agrees to take care of their own personal items at all times and agrees not to hold Universal English College responsible for any loss, accident or mishap. Universal English College will not store or hold luggage or bags for students. Students will be responsible for making alternative arrangements for their personal items and bags when moving.

26. **COLLEGE EXCURSIONS**

The student agrees to follow all lawful and reasonable instructions given by Universal English College, its staff or its teachers while on Universal English College premises or participating in excursions, field trips or extra-curricular activities. The student will not hold Universal English College or its staff and teachers responsible for any accident, injury, mishap or loss that occurs on any excursion, field trip or extra-curricular activity. The student will not participate in any excursions, field trips or extra-curricular activity unless they have adequate insurance cover. The student may request Universal English College to arrange OSHC on their behalf.

27. **STUDENTS UNDER 18**

Students 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 Universal English College prior to their enrolment being accepted.

28. **HOLIDAY REQUESTS**

Student visa holders over the age of 18 may be eligible to apply for a maximum of 4 week's holiday (this is not the same as a study break). You will need to request your holiday at least one week before by completing the Holiday Request Form or you will be marked as absent.

For information on eligibility and how to apply for a holiday see Reception or email study@uec.edu.au

Approval is conditional on meeting the following requirements at the time of the holiday request:

- a. have no outstanding fees
- b. have no less than 80% attendance
- c. under the age of 18 must have consent from their parent or guardian
- d. approved holidays may only be taken in full weeks (Monday to Friday)

Requests for a revised CoE will incur a \$100 administration fee.

Working holiday and Tourist visa holders have no attendance requirements, these students can take unlimited holidays.

29. **ADMINISTRATION AND OTHER FEES THAT MAY APPLY DURING YOUR STUDIES**

Fee Type	Amount (\$AUD)
Application fee (non-refundable)	\$250
Change of Enrolment fee	\$100
Certificate Replacement fee (plus postage costs)	\$50
Receipt/Invoice reprint fee	\$10
Late payment fee	\$100 fee added to all overdue instalments
Course Withdrawal/or Visa Refusal Administration fee	\$500
Resource Replacement fee	\$20
Part Payment fee	\$100
Student ID Card Replacement fee	\$10
CoE reissue fee (changing course or duration)	Students are permitted to make two (2) changes to their CoE without incurring additional fees. For subsequent changes a fee of \$50 applies per CoE.
Second and subsequent CoE Deposit (non-refundable)	\$400 per CoE
Fee set by external bodies/third party organisations	Additional costs/fees may be incurred for these referrals. Please consult with the external body for advice on fees and charges before making an appointment.

PLEASE NOTE: Universal English College reserves the right to vary fees in line with CPI rises and other unforeseen changes to the costs of delivery. For the most up to date list of current fees, always refer to the UEC website.

CANCELLATION AND REFUND POLICY AND PROCEDURE

Requests for refunds must be made in writing by completing the *Request for Refund Form* and emailing it to registration@uec.edu.au.

Notices of cancellations are not effective until written notification has been received by Universal English College (referred to as "UEC"). Refund applications must be accompanied with supporting documents setting out the reasons for the request.

All approved refunds will be processed within 20 working days from the date of receipt of the written request. All refunds are paid in Australian dollars to the original payment source i.e. directly to the student or the student's nominated agent. Bank charges will be deducted from the refund.

For students under 18 years of age, refunds will be paid to the parent(s) or guardian(s) of the student unless UEC receives written approval from the parent or guardian consenting for the refund to be paid directly to the student.

UEC will not authorise tuition fee transfers to any other institution or student.

Under the ESOS Act 2000 and Tuition Protection Service (TPS), if the course is 25 weeks or more, 50% of the course tuition fees are payable before the course start date with the remaining 50% payable two weeks before the start of the second study period. The student may however elect to pay the total course tuition fees, if they choose.

UEC's refund policy clearly states the conditions under which the student may be entitled to a refund for any fees paid. It is important before the student accepts the offer, they understand the conditions and the entitlements under which a refund is applicable.

The Application Fee, Accommodation Placement Fee and/or Booking Fee are non-refundable.

Non payments of any debts to UEC will be off set against the refund amount. Refunds are applicable in accordance with the table below. If you are not satisfied with the outcome you have a right to appeal the decision, by completing the *Complaints and Appeals Form* and submitting it to registration@uec.edu.au. Complaints and Appeals are not effective until notified in writing. For information on how to appeal a decision or make a complaint contact the Student Services Advisor or refer to the *Complaints and Appeals Policy and Procedure* at <https://uec.edu.au/policies-and-procedures>. The availability of the complaints and appeals process does not remove the right of the student to take further action under Australia's consumer protection laws.

Circumstances	Refund
Student's visa application is rejected before or after the initial course commencement date. Copy of original letter from the Australian Embassy/Consulate must be provided).	100% refund of all unused prepaid tuition fee less \$500 Administration Fee or 5% of prepaid tuition fees, whichever is less. 100% refund of unused or prepaid accommodation, airport pick-up and OSHC fees. No refund of the Application Fee.
UEC cancels a course after it has commenced.	100% of the unused portion of prepaid tuition fees within 10 working days of notification of cancellation. No refund of the Application Fee.
UEC cancels a course before its commencement date.	100% refund within 10 working days of notification of cancellation.
Student provides notice of course cancellation in writing more than 28 days before course commencement.	100% of pre-paid tuition fees, accommodation and OSHC fee. No refund of the Application Fee.
Student provides notice of course cancellation between 1 day and 28 days before course commencement.	50% of pre-paid tuition fees or \$1,000 cancellation charge will be deducted, whichever is greater. No refund of the Application Fee. Students need to contact their OSHC and accommodation provider in regards to refunds. Unpaid cancellation forfeits the right to documentation.
Student provides notice of cancellation on or after course commencement.	No refund Any outstanding payments remain payable by the student. No release will be granted unless all fees have been paid in full. Students need to contact their OSHC and accommodation provider in regards to refunds.
If a student breaches their visa conditions (such as unsatisfactory course progress and/or failure to maintain 80% attendance, failure to start course on agreed start date, failure to pay tuition fees on the due date) resulting in their studies being cancelled.	No refund
Cancellation or suspension of enrolment by UEC due to student misbehaviour or non-compliance with the Student Code of Conduct .	No refund
Course Change Evening English to Day English or vice versa after course commencement.	No refund
Student transferring from another provider has not completed 6 months of their principle course and is unable to obtain release.	100% of pre-paid course fees. No refund of the Application Fee.

Please note:

1. Universal English College does not accept responsibility for any fees paid by the student to their Education Agent.
2. Refunds will only be paid to the nominated account specified in the *Refund Request Form*.
3. If a credit card was used for the initial payment, the refund will be returned to that credit account.

HOMESTAY AND AIRPORT PICK-UP CANCELLATION AND REFUND POLICY

Service Fee and Circumstances	Refund
Placement fee	No refund
Airport pick-up arrangement confirmed	No refund
Airport transfer service: at least 5 working days' notice provided for any change to flight details	If at least 5 working days in advance notice is not provided for change to flight details, full airport pick-up fee still applies.
Home Stay Accommodation. Cancellation after booking has been confirmed, conditions apply. Students are committed to stay in their accommodation for the first 4 weeks at least, unless extreme circumstances apply.	
Cancellation notice received less than 14 days before check-in date	2 weeks' cancellation fee applies (rent in lieu of notice).
Change to accommodation after you have commenced your stay	2 weeks' notice must be provided to the current accommodation provider. The student must repay the booking fee and pay a minimum of 4 weeks accommodation for the new provider.
Accommodation Provider cancels student accommodation due to students unsatisfactory behaviour. 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.	No refund

THIRD PARTY RESIDENTIAL ACCOMMODATION CANCELLATION AND REFUND POLICY

LINK2

Service Fee and Circumstances	Refund
Booking fee	No refund
Cancellation in writing more than 28 days before check-in date	100% of accommodation fee refunded
Cancellation in writing 28 to 21 days before check-in date	2 week cancellation fee
14-20 days before check-in date	3 week cancellation fee
Less than 14 days before check-in date	4 week cancellation fee

FALCON LODGE

Service Fee and Circumstances	Refund
Booking fee	No refund
Cancellation in writing at least one week before check-in date	100% of accommodation fee refunded
Cancellation in writing at least 48 hours before check-in date	50% of accommodation fee refunded
Cancellation in writing within 48 hours of arrival	No refund

OVERSEAS STUDENT HEALTH COVER (OSHC)

OSHC is non-refundable once the student's course or package has commenced.

INDEMNITY DECLARATION

By signing the Student Acceptance Agreement, the student (over 18) or the parent(s) and/or legal guardian(s) of a student under the age of 18, agrees 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, harm, 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 and/or participating in activities and/or excursions and/or in any accommodation arranged for the student. Further, the student (over 18) or the parent(s) and/or legal guardian(s) (for students under 18), 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) organized by or on behalf of or with the assistance of the College or of which we have knowledge.

Under 18's only: 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.