TERMS AND CONDITIONS

I, the applicant, note the availability of pre-enrolment information, including at uec.edu.au, and have, in making my choice to study with Universal Education Centre Pty Ltd trading as Universal English College (here after "UEC" or "we"), viewed the relevant course outlines and the policies and procedures (http://www.uec.edu.au/policies-and-procedures/), details of the services and facilities of the campus and agree to be bound by these Terms and Conditions of Enrolment. I also acknowledge that I am responsible for keeping a copy of this agreement, as well as any receipts of payment.

I have been advised that the cost of living in Australia is detailed on https://www.studyaustralia.gov.au/en/life-in-australia/living-and-education-costs

I verify that all the information I have submitted in and/or with this application is accurate, up to date, and complete and that I have and/ or will disclose, prior to commencing my course, any medical or other matters that may affect my ability to participate in and/or complete the course I am applying for so that I can be given appropriate support.

I agree that should this application be accepted, I will behave in a safe, responsible, respectful, and appropriate manner at all times, and will not undertake any activity or action that may be deemed dangerous and/or beyond my ability to carry out safely while on UEC premises and/or while participating in excursions, extracurricular activities and/or events organised by UEC, and/or while in accommodation facilities organised by UEC.

I, the applicant, acknowledge that this written agreement, and the right to make complaints and seek appeals of decisions and action by UEC does not affect my rights to take action under the Australian Consumer Law, if applicable.

I, the applicant, acknowledge that if I am on a Student Visa it is my responsibility to advise UEC of my current residential address, mobile number (if any), and email (if any) as well as contact details of who to contact in an emergency on arrival. I also understand that if any of these details change, I must notify UEC within 7 days of the change. I am aware that failure to do so would be a breach of my visa conditions.

UEC 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/

Students on UEC courses will have different teachers during their courses and class sizes and timetables may vary.

ENTRY REQUIREMENTS

- For General English Day course, IELTS Preparation Day course, Cambridge Exam Preparation Day course, and Academic English Program, students must be 16 years old or older.
- For High School Preparation and Junior Holiday Program, students must be 12 years old or older.
- For Kids Holiday Program, students must be 7 years old or older and must be accompanied by a parent or guardian.
- For all Evening courses, students must be 18 years old or older.
- For Cambridge Exam Preparation course, students must have IELTS 5.0 or equivalent English level or higher for B2 First and IELTS 5.5 or equivalent English level or higher for C1 Advanced.
- For IELTS Preparation course, students must have IELTS 5.0 or equivalent English level or higher.
- For Academic English Program, students must have IELTS 4.5 or equivalent English level or higher.

HEALTH INSURANCE AND OSHC

UEC advises that all students should have appropriate health, medical, and accident insurance while they are in Australia. All student visa holders are required, as a condition of their visa, to have Overseas Student Health Cover (OSHC) before a Confirmation of Enrolment will be issued. Student visa applicants are required by UEC to provide a document with the student's name and date of coverage as proof of this cover.

This must be obtained before arrival in Australia and provide cover from the date of arrival in Australia. UEC can arrange OSHC for student visa applicants only. If UEC arranges a student's OSHC only for the first course or part of a longer program, it is the student's responsibility to either extend or take out OSHC for the rest of their time in Australia.

VISA REQUIREMENTS AND OBLIGATIONS

All students must hold a valid visa to study at UEC and must comply with the requirements of that visa. UEC is required to monitor and report on the attendance and course progress of all students on a student visa.

A student visa holder's failure to meet the requirements of their visa, including but not limited to meeting minimum attendance (minimum 80% of 20 hours per week face to face tuition) and course progress requirements, may result in the student being reported to the relevant Australian government departments, including immigration, which may result in the cancellation of his or her student visa. For further details of this requirement please see the UEC policies and procedures relating to course attendance and course progress.

If a student visa holder is in Australia with any school age children, the student must ensure those children are enrolled in an school as deemed appropriate by the state education authority while the children are in Australia.

WELFARE AND CARE ARRANGEMENTS FOR STUDENTS UNDER 18

If a student is under 18 years of age, the parent or legal guardian named in the Application Form must:

- Nominate a DHA-approved relative to be the carer. The relative must live with the student and will be responsible for the student's welfare while studying at UEC (with such care arrangements to be acceptable to UEC), or
- Request in writing that UEC arrange care and welfare for the student.

For students under 18 who will not be travelling and residing with their parent or legal guardian, and where UEC is requested to arrange care and welfare, the application will only be accepted if the student has:

a. communicated the date and time of their arrival and their flight details
b. booked a homestay accommodation arranged by UEC
c. booked the UEC arranged caregiver service
d. purchased or agreed to purchase insurance from UEC
e. nominated to take an UEC arranged Airport Transfer to and from this accommodation
f. does not have study breaks or enrolments which would include the Christmas closure period

For visa holder types apart from student visa, or if all of the conditions above are not met, the decision of whether to accept the student shall be made by the Campus Director.

More information on UEC's Policy and Procedure on Under-18 Students is available on the UEC website (http://www.uec.edu.au/policies-and-procedures/)

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CANCELLATIONS, DEFERRALS, SUSPENSIONS AND REFUNDS

After a student's enrolment has been confirmed, they may wish to make changes, such as deferring their studies. Any changes made to an enrolment after confirmation will be subject to a change of enrolment fee of $75.00.

For more details on refunds and additional fees, we advise students to review our Management of Tuition Fees Policy and Procedure, available : http://www.uec.edu.au/policies-and-procedures/

If a student wishes to delay the start date of their course, they must apply in writing for the deferral at least two weeks before the previously agreed course start date. Students should check the course calendar and contact UEC to ensure that the delay is possible.

Where a delayed start date is possible, student visa holders must note that this will require an adjustment to their CoE and that this may impact their visa and incur an additional cost. In such cases, the student is responsible for seeking advice from an immigration official.

If a student visa holder does not commence studies on the agreed commencement date, UEC may need to cancel the student's CoE and report the cancellation to the Australian government, and this may result in the cancellation of the student's visa.

The following may be grounds for dismissal from the course:

- failure to co-operate reasonably with other trainees, students, UEC personnel and third parties such as, but not limited to, work experience providers;
- non-compliance with the UEC code of conduct. This includes, but is not limited to, activities or behaviours that endanger others, are in any way illegal, negatively impact the wellbeing of others or might reasonably considered distressing for others, including any form of discrimination or bullying;
- failure to meet minimum attendance and/or course progress requirements as per the UEC policies and visa conditions;
- failure to pay course and/or related fees on time.

Where a student wishes to defer, suspend, or cancel their course, either prior to or after course commencement, and seeks a refund of any fees paid, they must apply in writing. A Cancellation Fee of $250 applies.

Except in cases of visa application rejection, dealt with further below, the amounts to be refunded will depend on when the student submits written notice of cancellation:

- If a student cancels their enrolment more than 28 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees. A cancellation Fee of $250 applies.
- If a student cancels their enrolment between 28 days and 14 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees. A cancellation Fee of $500 applies.
- If a student cancels their enrolment 14 days or less prior to the course commencement date, they will be entitled to a full refund of the tuition fees. A cancellation of $750 applies.
- There is no refund of tuition or any fees for cancellation after the course start* date.

Where a student books accommodation and/or airport transfer services through UEC, additional Terms and Conditions will be provided prior to booking.

*Note that where a student defers their course start date and later cancels the enrolment, the course start date will be taken to be the original start date agreed to in the student's signed Letter of Offer & Written Agreement.

Where a student's visa application is refused:

- if the application for a visa to study in Australia is refused before the commencement date of the enrolled course and UEC receives notification in writing and a copy of the official rejection letter at least 24 hours prior to the commencement date of your course, UEC will provide a full refund of any tuition fees paid less a $250 administration fee.
- if the application for a visa to study in Australia is rejected after the commencement date of the enrolled course or if UEC receives notification in writing and a copy of the official rejection letter after the commencement date of the enrolled course, UEC will provide a refund on a pro-rata basis for any unused tuition fees paid less a $250 administration fee.

No refund will be provided in any circumstances where it is demonstrated that the student has supplied fraudulent, forged or deliberately misleading documents.

All refunds will be sent to the account from which the fees were originally paid or to the party nominated in writing by the student at the time of application for the refund. No refunds will be transferred to other current or future students or to bank accounts not adequately identified.

In the unlikely event that UEC is unable to deliver a course in full, the student will be offered a choice of enrolment in an alternative course at no extra cost or a refund of any as-yet-unused, pre-paid fees.

If for any reason no alternative course or refund is possible, the Tuition Protection Service (TPS), an initiative of the Australian Government to assist when education providers are unable to fully deliver their course of study, will provide the student with their preferred option of: completing their studies in another course or with another education provider; or receiving a refund of their unspent tuition fees.

In the case that a student wishes to transfer from a current enrolment with another provider to a course at UEC, they will need to be released on PRISMS from the original provider except where that provider has ceased to be registered or has been suspended. If a student is enrolled at UEC Business and wishes to transfer to another provider prior to completing 6 months of their principal course they must provide a valid letter of offer from another provider and evidence of compassionate and compelling circumstances to be released on PRISMS.

If a student is under 18 years of age, they must provide written evidence acceptable to UEC that their parent or legal guardian supports the transfer, along with written confirmation that the new institution will accept responsibility for approving the student's accommodation, support, and general welfare arrangements if the student is not being cared for in Australia by a parent, a suitably nominated relative, or a legal guardian.

COMPELLING AND COMPASSIONATE CIRCUMSTANCES

Compelling and compassionate circumstances include, but are not necessarily limited to, death of close family such as parents, siblings, children and grandparents, serious illness and life-threatening conditions, or involvement into a traumatic event such as experiencing or witnessing a crime. In such cases, UEC may, at its sole discretion, choose to vary any of the above conditions to provide appropriate support for the student.

Should a student need to apply for consideration of compelling and compassionate circumstances, they can do so initially in person, but this must be supported by valid documentation and the relevant request form.

COMPLAINTS AND APPEALS

Where a student is not satisfied with the nature of any service provided by UEC (a complaint), or a decision made by UEC or one of its staff (an appeal), the student should address their concerns with a relevant staff member as soon as it is practical. The student is welcome to bring a person of their choice to support them at any meeting or discussion of the complaint or appeal. Should the matter not be resolved to their satisfaction, the student can make a complaint to the Campus Director or Student Services Manager.

If the matter is still not resolved to the student's satisfaction, the student will be provided with the means to escalate the complaint to a senior manager.

Should the matter still not be resolved to the student's satisfaction, he or she may lodge an external appeal or complaint through the Overseas Students Ombudsman. See the Overseas Students Ombudsman website www.ombudsman.gov.au/ or phone 1300 362 072 for more information.

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Further details regarding complaints and appeals policies and procedures can be accessed via the related policy and procedure documents located on the UEC website.

PUBLIC HOLIDAYS AND VARIATIONS

Students will not be compensated for missed lessons when UEC is closed on public holidays. These dates are shown on the UEC website.

Students will have different teachers during their courses and class sizes and timetables may vary.

ADDITIONAL FEES

In addition to the fees cited in the letter of offer, the following administrative fees may apply should a student choose to make changes to his or her enrolment:

- Replacement Fee (For UEC property borrowed but not returned): fair replacement cost of item

UEC reserves the right to amend its fees at any time.

COURSE BOOK DISTRIBUTION POLICY
Short remaining enrolment (GE, IELTS, Cambridge)

If a student progresses to a new level or course in General English, IELTS Preparation, or Cambridge Exam Preparation—where textbooks are normally provided—but has 3 weeks or less remaining in their enrolment, the student will not be given a new textbook for that level or course. In such cases, copied or digital materials will be provided for the remainder of the study period.

AEAS TEST REQUIREMENT - High School Preparation (HSP)

Students enrolled in the High School Preparation (HSP) program for 20 weeks or longer are required to sit the AEAS test at the end of their enrolment. The AEAS test fee is compulsory for eligible students and will be added to the student's total course fees.

PRIVACY

To process and manage your enrolment, in accordance with the requirements of the ESOS Act 2000, the National Code 2018, the NVETR Act, and to ensure compliance with the conditions of your visa(s) and the associated obligations under Australian immigration laws, UEC must collect certain personal information on all applicants. In doing so, UEC is committed to only collecting personal information by fair and lawful means and as necessary for it to perform its functions and comply with its obligations.

We are also committed to ensuring the confidentiality and security of the information provided to it, in accordance with Privacy Act 1988 (Cth) and Australian Privacy Principles (APPs). UEC may also disclose personal information to Commonwealth and State or Territory government departments and authorised agencies, including the education department, the ELICOS regulator (ASQA), the Tuition Protection Scheme (TPS), The Overseas Students Ombudsman, and the immigration department.

We will store all personal information and take all reasonable security measures to protect it from unauthorised access, misuse or disclosure.

Your personal information may be used or disclosed for the following purposes:

- issuing certificates;
- facilitating statistics and research relating to education, including surveys;
- developing market understanding, policy, workforce planning and consumer information; and
- programme administration, regulation, monitoring and evaluation.

UEC will not disclose your personal information to another person or organisation except or unless:

- you are made aware that information of that kind is usually passed to that person or organisation (see above examples); or you have given written consent to the disclosure; or
- UEC believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to your life or health or that of another person; or
- the disclosure is required or authorised by or under law; or
- the disclosure is reasonably necessary for the enforcement of criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue.

As well as communicating directly with you, UEC may communicate with your parents, legal guardians, and representative agents in cases of unsatisfactory attendance, course progress, late payments, or failure to adhere to the Student Code of Conduct. UEC may send you information about us or other courses. You may request not to receive further information at any time.

Any personal information you provide in this application and during your enrolment at UEC is available for your review within 10 days of UEC receiving a written request from you. Should you indicate at that time any incorrect, incomplete, out of date, or misleading information, appropriate corrections will be made.

You acknowledge and agree that any testimonials by you or photos of you which are used by UEC are property of the UEC and may be used for the Institute's promotional material, unless otherwise indicated in a written request.

INDEMNITY, RELEASE, AND FORCE MAJEURE

I, the candidate/trainee, am aware that certain risks and dangers may be associated with any study undertaken and participation in associated activities including but not limited to participation in compulsory practice teaching and observation activities, travel and optional recreational activities. In consideration of UEC accepting my application, I agree that I will not hold UEC responsible or liable for and will not make any claim against UEC by reason of any injury, damage or loss which I may suffer as a result of or in connection with or during the period of:

- my attendance at UEC; and /or
- my participation in activities whether educational, social, recreational or otherwise, conducted or arranged by or on behalf of or by arrangement with UEC or in any way associated with UEC; and/or
- whilst in accommodation arranged for me by UEC.

On behalf of myself, my executors, administrators and assigns, I hereby release UEC from all liability to myself or to any other person for any such injury, damage or loss and from any actions, claims or demands which, if I had not entered into this Agreement, I might hereafter have been entitled to take or make against UEC in respect of any such injury, damage or loss and I hereby indemnify UEC against any such liability.

Neither UEC nor the student is responsible for any failure to perform obligations under this contract if prevented from, or delayed in, performing those obligations by an event of force majeure. Where an event of force majeure occurs, the party impacted must immediately notify the other party giving full particulars of the event and its impact and how that party will work to mitigate the effect of the event upon their obligations under the contract.

Upon completion of the event of force majeure the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this contract. Neither party has any entitlement to, or liability for any costs, losses, expenses, damages incurred by the other due to an event of force majeure.

I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the law of the State of New South Wales in the Commonwealth of Australia. I certify that the information I have given is true and correct and that I have read the 'Terms and Conditions' and 'Indemnity and Release' above and agree to be bound by them.