

# Conditions of enrolment

## 1. Course information

### 1.1. Weekly hours:

#### Intensive General English

15 hrs

General English

5 hrs

Special Focus Module

5 hrs

English Extras

#### Premium English

15 hrs

General English

5 hrs

One-to-one Lessons

5 hrs

English Extras

#### Semi-Intensive General English

15 hrs

General English

#### General English + Business English

15 hrs

General English

5 hrs

Business English

5 hrs

English Extras

#### Premium English for Business

15 hrs

General English

5 hrs

Business English

5 hrs

One-to-one Lessons

#### Intensive Academic English – EAP & IELTS

15 hrs

Academic English

5 hrs

Special Focus Module

5 hrs

English Extras

#### Premium Academic English – EAP & IELTS

15 hrs

Academic English

5 hrs

One-to-one Lessons

5 hrs

English Extras

#### Intensive Cambridge Exam Preparation

15 hrs

Cambridge Exam Preparation

5 hrs

Special Focus Module

5 hrs

English Extras

#### Accelerated Cambridge Exam Preparation

25 hrs

Cambridge Exam Preparation

- 1.2. Minimum level: General English + Business English, Academic English and Cambridge 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.
- 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 December 2013.

## 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 DIPB.
- 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: A student's personal information may be made available to Commonwealth and State agencies and the ESOS Assurance Fund Manager. 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.

- 2.5. Code of conduct: You must behave appropriately at all times within ELC and ELC arranged accommodation. Failure to do so may lead to expulsion and cancellation of your program without refund.
  - 2.6. 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.
  - 2.7. 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.
3. **ELC cancellation and refund policy**
- For cancellation of your English language program, the following terms and conditions apply to your enrolment fee, tuition fee, materials fee, Cambridge exam fee and OSHC fee:
- 3.1. The enrolment fee is non-refundable in all cases.
  - 3.2. For program cancellations with more than 28 days notice, ELC will retain the enrolment fee only.
  - 3.3. For program cancellations with less than 28 days notice, ELC will retain the enrolment fee and 25% of the tuition fees.
  - 3.4. For program cancellations on or after the date of commencement, there will be no refund.
  - 3.5. For program cancellations due to refusal of a student visa, ELC will retain the enrolment fee only. Please note that:
  - 3.6. The term "program" used above refers to your entire enrolment at ELC and can encompass a combination of several courses.
  - 3.7. 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.
  - 3.8. 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.

- 3.9. 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.
- 3.10. Program fees are not transferable to another person or institution.
- 3.11. 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. Work and Travel Company: WTC membership applications can only be received from students who are overseas. It is not possible to book their services once onshore. WTC 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.
- 4.2. ELC Start-Up pack: Start-Up 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: 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: 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. Applicants will need to sign the Australian Internship terms and conditions upon application. [Visit our website](#) for details.

#### 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 \$190 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, Long-term hostel – Glebe YHA and Short-term hostel – Base Backpackers. 4 weeks' notice is required for Studyhouse, CozyStay and ELC Premium Apartment bookings. If you give less notice than required, the equivalent amount will be subtracted from any refund owing. Please note that, in cases of late arrivals, later departure dates are not always possible. A \$100 administration fee applies.
- 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, Long-term hostel – Glebe YHA and Short-term hostel – Base Backpackers. For information on this policy for

the ELC Premium Apartment, CozyStay or Studyhouse, please refer to items 6.17.2, 6.18.2 and 6.19.3. A \$100 administration fee will apply.

- 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 and will be 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, CozyStay and the Short-term hostel – Base Backpackers. Students under 18 may stay on their own with a Homestay family (special arrangements apply) or with their guardian at the Long-term hostel – Glebe YHA.
- 6.13. Validity dates: The 2014 rates are only guaranteed for nights until 31/12/2014 inclusive for most accommodation options. For information on the rates for the Long-term hostel – Glebe YHA and the Short-term hostel – Base Backpackers' policies, please refer to items 6.20.1 and 6.21.1.
- 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: Homestay with private bathroom is \$50pw extra; Executive Homestay (incl. private bathroom) is \$105pw extra; Halal food can be organised for \$50pw extra. Contact ELC for other special dietary requirements. Internet can be requested. It is \$10pw payable directly to the family.
  - 6.16.6. Christmas surcharge: A Christmas surcharge of \$70 applies for stays with a Homestay family over the Christmas week (23/12/2014 – 31/12/2014).

- 6.16.7. Under 18s: Single room for under 18s is \$275pw; twin room for under 18s is \$265pw 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: You will have to pay a \$300 bond (refundable security deposit) by credit card or debit card upon arrival at the residence.
- 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 2 pm 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 4 weeks (contact us with exact dates for shorter stays). In the case where Studyhouse management can make an exception and accept bookings of 14 to 27 nights, an additional \$50 administration fee will apply.
- 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 Studyhouse 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. Unspecified bookings may be allocated to either a mixed or girls-only house according to availability.
- 6.18.6. Triple room: Studyhouse features 1 triple room. 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 you. 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 CozzyStay**
- 6.19.1. Minimum stay: There is a minimum stay of 4 weeks.
- 6.19.2. Cancellation: Minimum 4 weeks' notice is required for any changes to your booking before arrival.
- 6.19.3. Early departure: The first 4 weeks are non-refundable. After this period, 2 weeks' notice applies for early departure.
- 6.19.4. Bond: You will have to pay a \$320 bond (security deposit) by credit card, debit card or cash upon arrival at the house.
- 6.19.5. Resident's agreement: Upon arrival, you will need to sign the CozzyStay 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.
- 6.19.6. Cleaning duties: You will be required to share the cleaning duties according to a set roster. Non-compliance may lead to eviction.
- 6.19.7. Off-shore application only: CozzyStay can only be booked by students who are overseas and as a first accommodation option upon landing in Sydney.
- 6.19.8. Airport pick-up: All CozzyStay bookings require the additional purchase of the airport pick-up service to satisfy the accommodation's arrival procedure.
- 6.19.9. 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.
- 6.20. **Additional accommodation policies for the Long-term hostel – Glebe YHA**
- 6.20.1. Validity dates: The YHA 2014 rates apply from 1st October 2013 until 30th September 2014.
- 6.20.2. Minimum stay: The prices published are for stays of 4 weeks or longer.
- 6.20.3. Special rates: For 2-4 week stays, the following fees apply: Single room: \$295/w; Twin room: \$225/w; 4-share dorm: \$170/w. For less than 2 week stays, the following fees apply: Single room: \$70/night; twin room: \$40/night; 4-share dorm: \$35/night.
- 6.20.4. High season: High season rates apply from 15 December 2013 to 30 January 2014 and only 4-share dorms are available over this period: 4-share dorm: \$220
- 6.20.5. 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.
- 6.21. **Additional accommodation policies for the Short-term hostel – Base Backpackers**
- 6.21.1. Validity dates: The Base Backpackers 2014 rates apply from 1st April 2014 until 31st March 2015.
- 6.21.2. High season: High season rates of \$315/w for all room types apply over the following 4 different periods: 18-21 Apr 2014 (4-night min stay) 20 Dec 2014 – 8 Jan 2015 (7-night min stay) 24-27 Jan (3-night min stay) 28 Feb – 2 Mar (3-night min stay)
- 6.21.3. 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.