ECA Enrolment Terms and Conditions

I hereby agree to the following terms and conditions for enrolment with ECA courses as per my attached enrolment form:

I acknowledge the information I have provided in my application and in this agreement is true and correct and that any false information provided may lead to the cancelation of my enrolment at any time. The College will notify government agencies of the change of my enrolment which may result in the cancelation of my student visa.

I understand and agree that information provided in this Student Agreement and collected during my enrolment is collected in order to meet the College's obligations under the ESOS Act and the National Code 2007 to ensure student compliance with 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 me on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, to the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected on this form or during my enrolment can be disclosed without my consent where authorized or required by law.

I understand and agree that before I can enroll in the Program, I must satisfy the conditions as outlined in my Letter of Offer. I understand and agree that I have the obligation to satisfy all of these conditions and if they are not fully satisfied on or before the date of the commencement of the Program, I cannot commence the Program and the College may, at its option, terminate my enrolment.

I agree to the College releasing personal information relevant to my application, visa documentation and initial Program enrolment to the College's overseas representatives whom I have authorized to act on my behalf and to the College's preferred OSHC provider.

I acknowledge that I have read and understood the description of the program, teaching and assessment methods, facilities, classroom equipment and learning resources as described in the student handbook and have exercised my independent judgment in enrolling in the Program. The College does not warrant that enrolment in or completion of the Program by me will enable me to obtain any particular employment or to remain in Australia upon completion of the Program.

I must have sufficient funds to finance both my tuition fees and living expenses for the duration of my program. I understand that tuition fee does not cover the costs of books, materials, field trips or living expenses unless otherwise specified.

I acknowledge I have received information on the local environment in which I will be studying, including location of teaching site, accommodation and living costs.

I am responsible for all education and other living cost expenses of any person who accompanies me to Australia. I understand that all school aged dependents accompanying me to Australia must attend school and are required to pay full fees in they are enrolled in a government or non-government school.

Please be advised that the approximate living cost in Australia is $18000.00 per year.

Change of Provider

I am not eligible without the College's approval to transfer to another registered provider until I have completed six months of my principle program of study.

Attendance and Academic Performance

The continuation of my Program is dependent on my compliance with my student visa conditions which include satisfactory academic progress and attendance and payment of required tuition fees before the commencement of each teaching period.

All students on student visa must maintain a minimum of 80 per cent average course attendance and satisfactory academic performance throughout their course. Students not maintaining these conditions will be issued with a warning letter followed by an Intention to Report notice and may be subsequently reported to DIAC via PRISMS.

I agree to seek assistance from the College teachers, counselors and other support staff as soon as I experience difficulties with any aspect of my Program. I will attend Learning Support and/or Counseling Sessions at the College if requested to do so.

Change of Student Details

I agree that while I am enrolled at the College, I will notify the College at least 7 days before I change my address. This is to ensure that any notification sent to me advising of visa breaches is sent to my current address.
Non-Commencement

I acknowledge that I must arrive at the College no later than the date listed in my Letter of Offer. If I am unable to arrive by the date listed I must contact the College for approval to arrive late otherwise I may not be able to enroll on arrival at the College.

If the student does not inform the college after 10 working days after their course commencement the college will report the students to DEEWR.

If the student cannot start their course on their commencement date due to visa delay or unavoidable circumstances students not able to commence their course on their start date will be charged an administration fee of $200 for reissuance of eCoE and will only be permitted to start their course when the timetable and class capacities permit.

Arrival and Induction

I agree to attend all classes, Program related information sessions, supervised study sessions and assessment sessions and undertake all assessments during a Program and attend the orientation and enrolment program at the College preceding the start date of the course as identified in the Letter of Offer.

Course fees quoted above is per semester only and is valid as at the date of this Offer Letter. Fees for courses commencing in 2010 are yet to be set and are likely to increase. Please refer to www.eca.nsw.edu.au for fee updates.

Should you require assistance with accommodation placement and/or airport transfer, please contact this office for an application form. Please note that there will be a charge for these services. We look forward to welcoming you to Education Centre of Australia . Should you have any further queries regarding your enrolment, please do not hesitate to contact us.

OSH

You are required to have Health Insurance while studying in Australia. Proof of payment to the Overseas Student Health Cover scheme must be provided before a student visa is issued. The College will arrange to transfer this fee on your behalf and issue the relevant documentation. For further information please refer to www.worldcare.com.au.

Recognition of Prior Learning

Students may apply for recognition of prior learning (RPL), only upon application, only for whole competency units, to a maximum of 25% of course content, on the basis of previous learning, work and life experience. The College charges a course credit processing fee of $100 (Theory) per competency unit or $200 (Practical) per competency unit.

Under National Recognition the college recognizes AQF qualifications and Statements of attainment issued by any other RTO. Hence Students may apply under national recognition, only upon application, for exemptions on the basis of having previously attained a competent result for competency units as listed on the college course profiles to a maximum of 25% of course content. Note if the granting of Exemptions and RPL causes any shortening of course duration this will be reported to DIAC via PRISMS. Resultant course fee changes will be notified through the Registrar.

Replacements

The college charges an administration fee of $200 for the re-issuance of eCoE and $50.00 for academic transcripts, certificates or letters.

Course Transfer

All course transfers carry an administration fee of $200 per transfer.

All fees are non-transferable, either between students and/or faculties of ECA. No monies paid to an individual faculty within ECA can be used for another faculty within ECA. For example monies paid to ELSIS English College are not useable for ECA should the student wish to change courses.

Late Fees:

Two (2) weeks prior to due date - College fees are due reminder letter, 1st day after due date; College sends Fees Overdue Warning Letter with $110 penalty; End of 2 weeks warning period: Registrar issues Non-Financial Intention to Report Letter with additional $220 penalty; As provided in the conditions of enrolment, you shall be charged a penalty fee of $110.00. This penalty fee will be repeated each week that the tuition fees continue to be outstanding. End of 20 working days Result of appeals letter. After 20 working days if no successful appeal college reports student to DIAC via PRISMS and issues Reporting letter to student. The college will not continue offering training (including work placements) or assessments (including reassessments) once a Non-Financial Intention to Report Notice has been issued. All hours of non-attendance will be recorded as absence the college will only provide attendance and results records for attendance and work undertaken for the period of time when the student was financial (including the financial reminder and warning period).
Grievance and Appeal

Students have available the college internal and external grievance and appeals system for all academic, disciplinary and personal matters.

Visa and Visa Subclass Conditions

A student visa to enter Australia will have the following conditions:

- You must depart Australia on the expiry of your student visa
- You must satisfy course requirements and maintain a valid enrolment
- You must not work more than 20 hours a week while the institution providing your course is in session
- You must maintain adequate arrangements for health insurance while in Australia
- You must ensure that the College has your current Australian residential address for the duration of your studies

College Obligations

The College shall use its reasonable efforts to provide the Program as advertised but may at its sole discretion alter any part of the Program, including but not limited to a practical training requirement, and may postpone or cancel the Program.

The College does not guarantee that every course will be offered in any particular teaching period. Courses offered in any teaching period are subject to change by the College from time to time.

The College is obliged to notify Government agencies any change to a student enrolment.

Refund for International Student Policy and Procedure

The Education Centre of Australia under the ESOS Act 2000 and the National Code 2007 must have in place a Refund Policy and Procedure which is to be provided international students studying in Australia on a student visa, before formalization of their enrolment.

Definitions

Application Fee: The fee payable, if any, set out in the Student Agreement to make an Application to study the Course at the College. The Application Fee, if applicable, comprises:
- a non-refundable fee covering the cost of registration, and
- a non-refundable airport reception and accommodation booking fee (where applicable).

The Application Fee is subject to change

Administration Fee: The fee payable to cover costs involved when a student withdraws from a course up to 20 working days before or after commencement of term. The Administration Fee is subject to change.

Census Date: The date on which a student's enrolment is taken to be finalized.

Course: A Full-time Registered course or program offered by the College and registered in accordance with the requirements of the ESOS Act.

Course Money: The money received by the College for providing the Course to the Student and includes:
- Tuition fees, any amount received by the College that must be paid to a registered health benefits organization on behalf of the Student; and any other amount the Student has paid, directly or indirectly, to the College in order to undertake the Course.
- ESOS Act: The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia, as amended from time to time.

Full-time: The normal amount of study for a particular Course which is approved by the accrediting authority for the Course.

National Code: The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act, as amended from time to time.

Principal Course: The main course or program of study to be undertaken by a Student where a Student visa has been issued for multiple courses of study. The principal course or program of study would normally be the final course or program of study where the overseas Student arrives in Australia with a student visa that covers multiple courses.

Student: A Student who is enrolled at the College and includes both prospective Students and enrolled Students who are ‘overseas students’ as defined in the National Code and hold student visas as defined by the ESOS Act, and to students of the College who do not hold student visas and are studying off shore but does not include Domestic Students.
Term: Study Period. Also know as semester or teaching period.
For the purposes of the Refund Policy only, a course is defined as one semester of study in any program of ECA.
If an applicant accepts a place offered by ECA and pays the fees, it means a binding contract is created between the student and ECA.

Notification of withdrawal from unit/s or course of study must be made in writing to ECA. The cancellation fee will be calculated as shown in the table on this page.

All fees paid including any course fees collected by education agents on behalf of ECA, except the non-refundable enrolment fee, are subject to this refund policy.

Where a visa renewal is rejected due to a breach in visa conditions, a student must withdraw from ECA and the cancellation fee will be calculated as shown in the table on this page.

ECA reserves the right not to offer a course previously made available at its own discretion. Where a student is unable to enrol in a similar course at ECA and the enrolment is cancelled then all fees paid will be refunded.

In the event that ECA ceases to provide a course of study, ECA is a member of the ACPET Overseas Student Tuition Assurance Scheme (OSTAS) which ensures that students displaced from any course conducted by ECA, will be efficiently relocated with minimal disruption to studies in a comparable course with another ACPET member participating in OSTAS, or another approved provider.

If ACPET cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.

All refunds under this policy will be paid within four (4) weeks after receiving a written claim and full supporting documentation from the student.

If the student is not satisfied with a decision of the Director, appeals should be made in writing to the College Student Services Department.
Refunds will be made in Australian dollars and the College reserves the right to make refunds payable in the country of origin.
Agency fees, if applicable, will not be refunded.
Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the tuition fees.

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

Refund Policy

<table>
<thead>
<tr>
<th>Notification period</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>If a student’s visa application is rejected. (We will need to see the original letter from the Australian Embassy/Consulate rejecting the application)</td>
<td>100% of tuition, accommodation, material fees and Overseas Student Health Cover fees. No refund on enrolment fee, accommodation placement fee, guardian arrangement fee.</td>
</tr>
<tr>
<td>Education Centre of Australia (ECA) cancels a course.</td>
<td>100% of tuition, accommodation, material fees, Overseas Student Health Cover fees and enrolment.</td>
</tr>
</tbody>
</table>

Before course commencement date

| More than 4 Weeks | 80% of tuition fees. 100% material fees and 100% Overseas Student Health Cover fees. No refund on enrolment fee. For accommodation fees please see Accommodation refund table. |
| More than 1 day and up to 4 weeks | 50% of tuition fees. 100% refund for materials and Overseas Student Health Cover. |

After course commencement date

| Cancellation on or after the initial course starts | No Refund |
| If a student breaches their visa conditions resulting in their studies being cancelled. | No Refund |
### Accommodation and airport pick up: cancellation and refunds policy

#### Cancellation and refund policies for Homestay

<table>
<thead>
<tr>
<th>Description</th>
<th>Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Booking fee:</td>
<td>No Refund</td>
</tr>
<tr>
<td>Guardian placement fee (for students under 18 years old):</td>
<td>No Refund</td>
</tr>
<tr>
<td>Airport transfer service: 2 working days’ notice must be given of any changes to details of inbound flights</td>
<td>If less than 2 working days’ notice is given for a change of flight details, then no refund</td>
</tr>
<tr>
<td>Accommodation deposit: Cancellation after the accommodation booking has been confirmed: 2-4 weeks’ notice:</td>
<td>Compensation payment equivalent to 1 weeks accommodation fee to the accommodation provider</td>
</tr>
<tr>
<td>1-2 weeks’ notice:</td>
<td>Compensation payment equivalent to 2 weeks accommodation fee to the accommodation provider</td>
</tr>
<tr>
<td>Under 1 week notice:</td>
<td>No refund</td>
</tr>
<tr>
<td>After a student has commenced their stay</td>
<td>No refund</td>
</tr>
<tr>
<td>A student wishes to change their homestay after they have commenced their stay</td>
<td>A student must repay the booking fee, give 2 weeks notice to the current homestay and pay a minimum of 4 weeks accommodation with the new homestay</td>
</tr>
</tbody>
</table>

#### Cancellation and refund policies for student accommodation

<table>
<thead>
<tr>
<th>Description</th>
<th>Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Booking fee:</td>
<td>No Refund</td>
</tr>
<tr>
<td>Airport transfer service: 2 working days notice must be given of any changes to details of inbound flights</td>
<td>If less than 2 working days notice is given for a change of flight details, then no refund</td>
</tr>
<tr>
<td>Accommodation deposit: Cancellation before students start their accommodation:</td>
<td>A charge equivalent to 2 weeks’ accommodation will be incurred. Note that if a student arrives later than the starting date of their booked accommodation, they will be charged for the days they have missed.</td>
</tr>
<tr>
<td>Cancellation after the students start their accommodation:</td>
<td>No refund</td>
</tr>
</tbody>
</table>