

*This agreement, and the availability of a complaints and appeals process, does not remove the right of the student to take action under Australia's consumer protection laws. Overseas students have access to appeals and dispute resolution services and information from the Overseas Student Ombudsman. For more information visit <http://www.oso.gov.au/>*

## **1. The Agreement**

- 1.1. These Terms of Offer, the Letter of Offer and Acceptance of Offer together form a binding Agreement between Edith Cowan College (ECC) and the recipient of the attached Letter of Offer.
- 1.2. The Terms of Offer may be subject to variation as necessary to comply with any Australian Commonwealth or State law, regulation or amendment thereof.
- 1.3. The Agreement and ECC's responsibilities to the student pertain only to the ECC course or courses outlined in the Letter of Offer. Further agreements must be signed with Edith Cowan University (ECU) for courses offered by and studied at that institution.
- 1.4. All information provided by the student must be true and correct. Any false or misleading information provided by the agent or student is regarded as misconduct and may result in a termination of enrolment and subsequent penalties apply.
- 1.5. All eligibility conditions and special notes contained in the Letter of Offer must be met and/or agreed to prior to ECC issuing a Confirmation of Enrolment (CoE).
- 1.6. Students must meet the minimum entry requirements as stated on the Letter of Offer. ECC Pathway students must meet the minimum English language proficiency requirement for entry into a Pathway course. For some students this may require an English Language test. Where the test reveals that the English language skills are insufficient, at the discretion of ECC, students will be required to undertake an additional preparatory study unit in their first Study Period (defined as one Pathway trimester, one Pathway semester or one ELICOS 10 week block) or enrol in an ELICOS course (fees apply) prior to the commencement of the Pathway course. This will be outlined in the Letter of Offer.
- 1.7. Attendance at orientation is compulsory; therefore, International Students must ensure the relevant visa is issued in time to attend orientation. ELICOS students must arrive with their passports at 8.30am on the first day of their ELICOS course.
- 1.8. Students are expected to attend all classes and undertake all tests and examinations during a course and must abide by all rules and regulations of ECC that are in force at the time of their enrolment.
- 1.9. ECC may use its discretion to cancel or temporarily suspend the enrolment of a student on the grounds of misconduct by the student or on grounds of compassionate or compelling circumstances.
- 1.10. Current (enrolled) students are required to notify ECC in writing or online, of any change of address and/or contact details.
- 1.11. International students are protected by the Education Services for Overseas Students (ESOS) legislative framework at: <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Regulations/Pages/default.aspx>
- 1.12. ECC reserves the right to review and change course term dates, locations, unit selection and class timetables at any time without prior notice.

## **2. Fees**

- 2.1. A full time study load in a Pathway course is equivalent to four units of a Higher Education course.
- 2.2. Course and tuition fees, charges and accounts including Overseas Student Health Cover (OSHC) are payable in advance of each study period or Study Period in order to receive a CoE and commence the course.
- 2.3. Upon formal request by the student, English course fees may be transferred less an administration charge, for the same person to other ECU or ECC package courses however, fees are not transferable to another person.
- 2.4. The total Pathway tuition fees stated in an Offer Letter are indicative only and are based on a full time study load for one Study Period. The final tuition fees incurred may vary depending on unit selections, study load and promptness of payment. Students will receive a credit to their account where the incurred tuition fees are less than the amount paid in advance. The credit will remain for the following Study Period if the students has not enrolled on a full time study load.

- 2.5. ECC has the right to increase course or tuition fees and charges from time-to-time without notice. For more information on tuition fees refer to the ECC website at:  
<https://www.edithcowancollege.edu.au/fees>
- 2.6. Students enrolling in a second or subsequent study period at ECC will be notified of the date by which payment and his/her enrollment must be completed. Failure to pay by the notified date may incur late penalty fees.
- 2.7. Should it be necessary for a Pathway student to repeat a unit, the full amount will be charged.
- 2.8. School-aged dependents accompanying students to Australia will be required to enrol at school and pay full fees if they are enrolled in either a Government or non-Government school.
- 2.9. Where a student's study period is extended beyond the period of the study visa, the student will be liable for visa and related costs.

### **3. Visa Conditions**

- 3.1. Student visas are normally issued for the period of the course or courses being offered. Students needing to extend their visa beyond this period should first consult ECC staff for assistance.
- 3.2. International students are responsible for meeting all visa conditions as specified by the Australian Government. For more information on Australian Visa regulations refer to  
<http://www.homeaffairs.gov.au/>
- 3.3. Upon arrival in Australia, students under 18 years of age must have accommodation arrangements deemed acceptable by the Australian Government. To obtain a copy of ECC's '*Underage Students (Minors) Policy*' go to: <https://www.edithcowancollege.edu.au/policies>
- 3.4. ECC is required by law to report to the Australian Government, any international students who are found to be in breach of their visa conditions (eg. maintaining satisfactory attendance and progress). Reported students may be instructed by the Government to leave the country for up to three years.
- 3.5. Current (enrolled) students are required to notify ECC in writing or online of a change of address within 7 days. ECC is not liable if a student misses important communication due to non-notification of change of address.
- 3.6. International students may only work a maximum of 40 hours per fortnight during each Study Period.
- 3.7. Students on an international student visa must remain with their Principal Provider (final course of study) for at least six months. In the case of ECC students enrolled in a packaged course, the Principal Provider is Edith Cowan University (ECU).

### **4. Privacy of Information and Emergencies**

- 4.1. Personal information about the student may be shared between the registered Higher Education Provider and relevant Commonwealth, State and territory government agencies and for non-exempt providers, to the Tuition Protection Service (TPS). This information may include personal and contact details (current residential address, mobile phone number and email), course enrolment details, course changes, and the circumstances of any suspected breach of a student visa condition.
- 4.2. In the event of circumstances requiring critical incident management, ECC reserves the right to disclose limited personal information of a student where it is considered necessary to meet or maintain its duty of care responsibilities to students.
- 4.3. In the event of circumstances requiring urgent medical care and where it is not possible to contact the parent/guardian/next-of-kin, ECC is authorised as a matter of urgency to seek appropriate medical care.
- 4.4. With the exception of ECU and parties referred to in the above clauses, information will only be provided to other parties with a student's permission

### **5. ECC Refund Policy All Students**

- 5.1. Once an applicant accepts a place offered by ECC and pays fees, a binding contract is created between the student and ECC. Any applicant who submits false or fraudulent information is deemed to have breached a condition of the contract and no refunds will be given for payments made on the basis of that information.

- 5.2. A student may cancel their enrolment in a unit or course at any point in time. Depending on the timing of that request, a debt and/or cancellation charges may apply as outlined in tables below.
- 5.3. Cancellation charges for withdrawal from a course will be applied to the total tuition fees payable for the Study Period. For commencing students the tuition fees payable are based on a full time study load, whereas continuing students tuition fees are based on the study load (number of units enrolled) in that Study Period.
- 5.4. In line with the above rule, where a commencing student withdraws from a single unit on or before Week 4 of their first Study Period, tuition fees for that unit will not be refunded but will instead be credited to the following Study Period. In the event that the student withdraws from the course before using the tuition fee credit, the credit will be forfeited.
- 5.5. Where a student wishes to withdraw from their course of study, the student must complete and submit a *Withdrawal Request Form* (available online) to obtain a refund.
- 5.6. Where a continuing student with a tuition fee credit recorded on their account after week 4 (Census Date) of a Study Period wishes to obtain a refund, the student must complete a *Refund Request Form* and submit it to the ECC Welcome Centre, showing their Student ID card.
- 5.7. Where the student is entitled to a refund of fees under this policy the refund will be paid within four (4) weeks of receiving a written (or online) request from the student.
- 5.8. Refunds will only be made by direct deposit (electronic funds transfer) into a bank account nominated by the student on the *Refund Request* form, or, where fees were paid by credit card, by issuing a credit to that credit card.
- 5.9. Refunds will be paid in Australian dollars to the person who entered into the contract with ECC (normally the student), unless that person gives a written direction to ECC to pay the refund to another person.
- 5.10. The last working day of week 4 of any Study Period is Census Date (<https://www.edithcowancollege.edu.au/important-dates>) which is the date on which unit enrolments are confirmed. After this date tuition fees for confirmed units may only be refunded under exceptional circumstances deemed by ECC to be compelling or compassionate grounds.
- 5.11. Non-self-supporting students are required to declare that they have their parents' (or legal guardians) permission to obtain a refund of tuition fee credits. Whilst all care is taken, ECC takes no responsibility for refunding monies to a student who has misled ECC regarding permission from their parents to do so.
- 5.12. Students who are officially sponsored will not be permitted to request a refund of any tuition fee credits. Such credits can only be paid to the recorded sponsor.
- 5.13. Refunds will only be sent to overseas bank/addresses if the value is in excess of AU\$50. It is a student's responsibility to check the amount of credit remaining in their account and obtain a refund if necessary. Students can access these details through the student portal. Students providing the College with incorrect bank details will be refunded again, less the bank charges incurred by ECC, after the money has been credited in the ECC bank account.
- 5.14. Prior to commencing their course and subject to approval, students may apply in writing to defer course commencement to a later Study Period for reasons other than not meeting admission requirements, such as compassionate and compelling circumstances. ECC will credit any fees paid to the relevant Study Period without penalty. If the student subsequently withdraws, the *Refund Policy* will apply as at the date ECC received the original request for deferral regardless of a subsequent offer being made. The maximum period of deferral is one Study Period except where there is evidence of compassionate or compelling circumstances. Students must advise ECC in writing of any intended leave of absence.
- 5.15. Where a current student applies in writing to defer their course after enrolment and within the first four weeks of the Study Period, subject to approval, ECC will hold all fees paid and credit the fees to the following Study Period. If the student subsequently withdraws, the *Refund Policy* applies from the date ECC received the request for deferral. If the student applies for a leave of absence after the first four weeks of the Study Period, their place will be held, but all tuition fees applicable to that Study Period will be forfeited.
- 5.16. A student whose withdrawal or enrolment cancellation is due to exceptional compassionate or compelling circumstances can request that cancellation charges be waived. Requests should outline the reasons for the withdrawal and include documentary evidence such as medical certificates to support the request. Requests must be made in writing within twelve months of the

- date of the withdrawal request or the conclusion of the Study Period in which the course was undertaken.
- 5.17. Enrolment and late re-enrolment fees for returning Pathway students are non-refundable.
  - 5.18. Where an existing ELICOS student wishes to extend their English study at ECC leading to a request to defer their pathway studies at ECC in their first trimester, a refund equivalent to fees paid less 60% of the balance of the first Study Period fees can be made available to the student.
  - 5.19. Commencing students who fail to meet a condition stopping them from enrolling in their proposed Study Period will be eligible for a full refund of Tuition Fees less an administration charge as per the Schedule below provided ECC was notified before the Study Period commenced.
  - 5.20. Students who gain direct entry into Edith Cowan University subsequent to commencing their first Study Period at ECC, will be entitled to a full refund of tuition fees payable directly to ECU less an administration charge as per the Schedule below.
  - 5.21. ECC reserves the right to withdraw a unit(s) or course from offer at its discretion. If a student is unable to enrol in a similar course or unit(s) at ECC and the enrolment is cancelled, all fees will be refunded in full.
  - 5.22. In the unlikely event that ECC is unable to deliver a student's course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by ECC at no extra cost. The student has the right to choose whether he/she would prefer a full refund of course fees, or to accept a place in another course. If the student chooses placement in another course, he/she will be asked to sign a document to indicate that he/she accepts the placement.
  - 5.23. Where ECC is unable to provide a refund or place a student in an alternative course, students may seek remedy through the Tuition Protection Service (TPS) – <https://tps.gov.au/Home/NotLoggedIn>
  - 5.24. Students transferring to an ECU Course at the completion of an ELICOS Stand Alone Package will not incur a cancellation fee and upon the students request any excess funds on a student's account will be transferred to ECU on completion of a withdrawal form.
  - 5.25. A compassionate deferral is a short break that has been authorised by the Academic Director. Approval is subject to compassionate circumstances with accompanying documents as evidence.
  - 5.26. Where a student is studying ELICOS and sits an English test before finishing and moves to Pathway or more English, a withdrawal charge will apply as per the Schedule below.

**International Students on Australian Student Visas:**

- 5.27. Proof of visa refusal for new students must be sent to ECC no later than four weeks after visa refusal notification from the Australian High Commission. A charge will be incurred as per the Schedule below.
- 5.28. The Homestay placement fee is non-refundable. Refer to ECC website for current Homestay fees (<https://www.edithcowancollege.edu.au/accommodation>)

Refer to tables below for refund rules and cancellation charges

**SCHEDULE 1: REFUNDS RULES AND CANCELLATION CHARGES  
(INTERNATIONAL STUDENTS)**

REASON FOR REFUND	NOTIFICATION PERIOD	CANCELLATION FEE	REFUND
Visa Refused / GTE Refused (Proof of refusal necessary or written agreement not signed)	Before Course Study Period commences	AUD\$500 or 5% of course fees (whichever is the lesser)	Full refund of Study Period fees less cancellation fee
Commencing student who fails to meet a condition of their Enrolment which prevents them from enrolling in their Course	Before Course Study Period commences	AUD\$500	Full refund of Study Period fees less cancellation fee
Commencing International Student withdraws from Course <b>or</b> Commencing International student's visa is revoked for breach of visa conditions  Study Period fees relate to a fulltime study load of 4 Units - Refer to policy <i>Refunds</i> section	More than 10 weeks before Study Period commences	AUD\$500	Full refund of Study Period fees less cancellation fee
	4-10 weeks before Study Period commences	30% of Study Period fees	70% of Study Period fees
	Less than 4 weeks before Study Period commences	60% of Study Period fees	40% of Study Period fees
	Weeks 1-4 of Study Period	70% of Study Period fees	30% of Study Period fees
	After Week 4 of Study Period	100% of Study Period fees	No Refund
Non-arrival (student default under the written agreement)	Refund requested within 12 months of expected Commencement Date	70% of Study Period fees	30% of Study Period fees
Continuing International Student withdraws from Course in any Study Period	Before Study Period commencement	No charge	100% of next Study Period fees
	Subject selection made but withdrawal prior to commencement of Study Period	60% of Study Period fees	40% of Study Period fees
	Weeks 1-4 of Study Period	70% of Study Period fees	30% of Study Period fees
	After Week 4 of Study Period	100% of Study Period fees	No Refund
Continuing International student's application for Visa renewal is rejected following breach of visa conditions; <b>or</b> Continuing International student enrolled in Units pending the outcome of an external appeal process has his/her visa cancelled (provided student was warned of the risk at point of Unit Enrolment)	Weeks 1-4 of Study Period	30% of Study Period fees	70% of Study Period fees
	Weeks 5-6 of Study Period	60% of Study Period fees	40% of Study Period fees
	After Week 6 of Study Period	100% of Study Period fees	No Refund

REASON FOR REFUND	NOTIFICATION PERIOD	CANCELLATION FEE	REFUND
International Student withdraws from a single Unit (subject to policy – see <i>Refunds</i> section)	Weeks 1-4 of Study Period	No Charge	100% of Unit fee credited to following Study Period (to obtain a refund refer to policy <i>Refunds</i> section)
	After week 4 of Study Period	100% of Study Period fees	No Refund
International Student withdraws from Course or Units due to exceptional circumstances deemed by ECC as compelling or compassionate grounds	At all times	At the discretion of the College	At the discretion of the College
Enrolment is cancelled due to serious misconduct by the student	At all times	100% of Study Period fees	No refund
Continuing International Student who has been suspended as a result of unsatisfactory academic progress re-enrolls in Units pending the outcome of appeal (either internal or external). Appeal is unsuccessful and the student is withdrawn from the college.	Weeks 1-2 of Study Period	30% of Study Period fees	70% of Study Period fees
	Weeks 3-4 of Study Period	40% of Study Period fees	60% of Study Period fees
	From Weeks 5 of Study Period	50% of Study Period fees	50% of Study Period fees
Application to study at ECC or seek advanced standing is based on applicant (or representative) submitting false or fraudulent information and/or leading to a breach of the student visa	At any time	100% of Study Period fees	No refund

**SCHEDULE 2:  
ELICOS STUDENTS ONLY (INCLUDING ECU-PACKAGED STUDENTS)**

Reason for Refund	Cancellation Fee	Refund
Visa Refused / GTE Refused (Proof of refusal necessary or written agreement not signed) before Study Period commences	A\$500 or 5% of course fees (whichever is the lesser)	100% less cancellation fee
In the very unlikely event that ECC cancels the Program	All fees refunded	100%
ECC cancels a student's Enrolment due to serious breach of international student visa conditions or serious misconduct	100% of Course fees	No refund
COURSE WITHDRAWAL BEFORE COMMENCEMENT DATE – ALL ENGLISH COURSES		
More than 10 weeks	A\$200	100% less cancellation fee
More than 4 and up to 10 weeks	20% of Course fees	80% of Course fees
4 weeks or less	30% of Course fees	70% of Course fees

<b>COURSE WITHDRAWAL AFTER COMMENCEMENT DATE</b> (Orientation day is considered as program commencement date for refund purposes)		
General / Academic English  (Students transferring between ELICOS levels are taken as being continuing students)	No refund of fees paid for next 10 weeks	0% for next 10 weeks, 100% of remaining fees refunded
<b>Student enrolled in 10-Week Study Block:</b>  Student passes an IELTS Course (or another English Test) and moves to Edith Cowan University or ECC Pathway Course or is repackaged in a higher ELICOS Course	If IELTS Test result is submitted before CoB Week 4 – cancellation fee is equal to tuition owing for weeks studied (eg. If submitted at end of Week 1, cancellation = 1 week tuition fee)  If IELTS Test result is submitted after CoB Week 4	Before CoB Week 4 – 100% less cancellation fee (to be used for Tuition Fees)  No refund
<b>Student enrolled in 5-Week Study Block:</b>  Student passes an IELTS Course (or another English Test) and moves to Edith Cowan University or ECC Pathway Courses or is repackaged in a higher ELICOS Course	100% of Course fees	No refund
Deferring Course prior to commencement date	100% of Course fees to be held in credit for up to 1 year	0%
Deferring Course after commencement date	100% of balance of fees to be held in credit for up to 1 year	0%
Transfer to ECC Pathway Course or another ELICOS Course (if student subsequently withdraws then refer to <i>Transfer from ELICOS</i> section)	100% of balance of fees paid can be transferred to ECC Pathway Courses	100% of balance of fees paid can be transferred to ECC Pathway Courses
Late arrival	No refund	0%
Compassionate Deferral	100% of balance of fees paid to be held in credit	0%
Enrolment is cancelled due to serious misconduct by the student or the student has been suspended or excluded as a result of unsatisfactory academic progress	100% of English Course fees	0%

Further information regarding relevant policies and procedures can be found at:

- ECC Fees: <https://www.edithcowancollege.edu.au/fees>
- ECC Policies and Procedures: <https://www.edithcowancollege.edu.au/policies>
- ECC Documents and Forms: <https://www.edithcowancollege.edu.au/documents-and-forms>