

*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.*

**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 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 commence studies.
- 1.6. Students must meet the minimum English language proficiency requirement for entry into the 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) and/or enrol in an ELICOS course (fees apply) prior to the commencement of the ECC course. This will be outlined in the Letter of Offer.
- 1.7. Attendance at orientation is compulsory. Special permission must be sought for non-attendance at orientation.
- 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. 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 is equivalent to four units in a Higher Education course.
- 2.2. Tuition fees, charges and accounts are payable in advance of each trimester; and students are not permitted to commence a Study Period until all outstanding fees, charges and accounts issued by ECC or ECU are paid.
- 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 tuition fees stated in the Offer Letter are indicative only and are based on a full time study load for one trimester. 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.
- 2.5. ECC has the right to increase 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 enrolment must be completed. Failure to pay by the notified date may incur a late penalty fee.
- 2.7. Should it be necessary for a student to repeat a unit, the full amount will be charged.

### **3. Privacy of Information**

- 3.1. Personal information about students may be shared between the registered Higher Education Provider and relevant Commonwealth, State and territory government agencies and an applicable Tuition Assurance Scheme. This may include personal and contact details (address, mobile number and email), and course enrolment details.
- 3.2. With the exception of emergencies, ECC and parties referred to in the above clauses, information will only be provided to other parties with a student's permission.

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

- 4.1. 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.
- 4.2. In the event of circumstances requiring critical incident management, ECC reserves the right to disclose limited personal information about a student where it is considered necessary to meet or maintain its duty of care responsibilities to students.

### **5. ECC Refund Policy**

#### **All Students**

- 5.1. Once an applicant accepts a place offered by ECC and pays fees or incurs a FEE-HELP debt, 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 FEE-HELP debt and/or cancellation charges may apply as outlined in the 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 policy rule 5.3, 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 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 deferment 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 t 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 or, if applicable, request a remission of their FEE-HELP debt. 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 Study Period, 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 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 enroll 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 a Tuition Assurance Scheme:
  - Higher Education – ACPET's Australian Student Tuition Assurance Scheme (ASTAS) – see: <http://www.acpet.edu.au/services/astas/>
  - From 2020, a national Tuition Protection Scheme will be in place – see <https://www.education.gov.au/help-and-other-information>
  - For information on Tuition Assurance see <https://www.edithcowancollege.edu.au/policies>
    - Statement of Tuition Assurance (Local Students)
    - Statement of Tuition Assurance (Local Students) FEE-HELP

- 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 student's 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 ELICOS and qualifies to move into Pathway courses or more English, a withdrawal charge will apply.

**Local students**

- 5.27 For FEE-HELP students, if written notice of withdrawal is received prior to Census Date, ECC will make the necessary adjustments to a student's record so no debt to the Australian Government will be incurred.

**REFUND RULES AND CANCELLATION CHARGES  
(LOCAL STUDENTS)**

For FEE-HELP students: If written notice of withdrawal is received prior to Census Date, ECC will make necessary adjustments to a student's record so no debt to the Australian Government will be incurred.

| Reason for Refund  | Notification Period                  | Cancellation Fee                 | Refund   |
|--|--------------------------------------|----------------------------------|--|
| Local Student withdraws from Course  | Up to end of Week 4 of Study Period  | AUD\$250                         | Full refund of Study Period fees less AUD\$250                       |
|  | After Week 4 of Study Period         | 100% of Study Period fees        | No Refund  |
| Local Student withdraws from a single Unit   | Before end of Week 4 of Study Period | No Charge                        | 100% of Unit fee credited to following Study Period or FEE-HELP debt |
|  | After week 4 of Study Period         | 100% of Study Period fees        | No Refund or Credit  |
| Local 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                                     |
| Continuing Local student who has been suspended as a result of unsatisfactory academic progress re-enrols in Units pending outcome of an appeal (either internal or external). The appeal is unsuccessful, and the student is withdrawn from the College | Before end of Week 4 of Study Period | No charge                        | 100% of Unit fee credited to following Study Period or FEE-HELP debt |
|  | After week 4 of Study Period         | 100% of Study Period fees        | No refund or Credit  |
| Enrolment is cancelled due to serious misconduct by the student  | At all times                         | 100% of Study Period fees        | No refund  |
| Application to study at ECC or seek advanced standing is based on applicant (or representative) submitting false or fraudulent information   | At any time                          | 100% of Study Period fees        | No refund  |

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

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