



**English
Language
Company**



ELC
Career College

Conditions of Enrolment

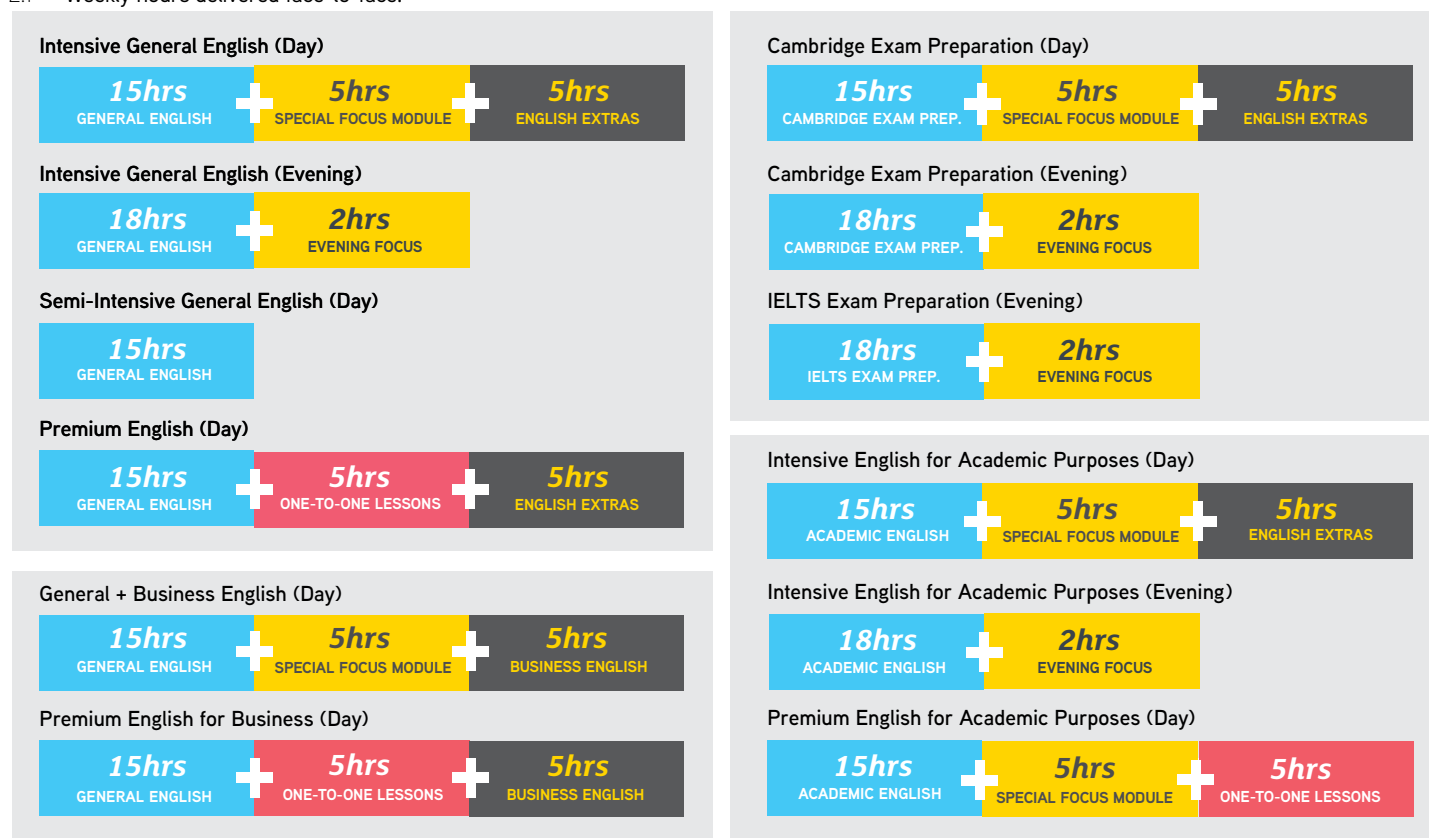
1. General conditions of enrolment applicable to all ELC students

- 1.1 'ELC' refers both to 'English Language Company, Australia, Pty Ltd' trading as 'English Language Company' in regard to the delivery of English courses and 'ELC Career College Pty Ltd' trading as 'ELC Career College' in regard to the delivery of vocational courses. When the term 'ELC' is used it means that the information relates identically to both colleges. When the name 'English Language Company' or 'ELC Career College' is used it means that the information relates only to that specific college.
- 1.2 **Compliance:** English Language Company and ELC Career College are compliant with the Education Services for Overseas Students (ESOS) Legislative Framework. Please refer to <https://bit.ly/ESOSLF> to learn how the Australian Government ensures quality in education providers and protects international students. ELC Career College is compliant with the Standards for Registered Training Organisations (RTOs) 2015 (<https://www.legislation.gov.au/Details/F2019C00503>) set out by the Australian Government to provide quality training and assessment to international students. Students will receive an AQF certification upon successful completion of their vocational course(s) at ELC career College.
- 1.3 **Payment & confirmed enrolments:** When enrolling to study at English Language Company and/or ELC Career College, you will receive a Letter of Acceptance listing the fees owed, stating payment due dates and Terms and Conditions. A confirmed place at English Language Company and/or ELC Career College will be secured after you have signed your Letter of Acceptance and all relevant fees have been received as outlined in it.
- 1.4 **Education agent:** If you have nominated an authorised agent, ELC will honour the agreement with that agent until the completion of your enrolment unless you request a change of agent for a reason that falls within ELC's change of agent policy.
- 1.5 **Public holidays:** ELC observes NSW public holidays and compensation will not be offered on these days. Refer to ELC's enrolment form for details.
- 1.6 **Missed classes:** If you miss classes for personal reasons, including illness, no financial compensation or make up classes will be offered.
- 1.7 **Code of conduct:** You must behave appropriately at all times within ELC premises, in class, at ELC-organised events and at ELC-arranged accommodation. This includes not wilfully damaging ELC property or that of accommodation providers, showing respect for all students and staff and not using discriminatory behaviour or language in regard to nationality, race, sexual orientation, gender identity or religion. When using social media, you hereby agree not to post inaccurate information, information that infringes on the privacy of ELC staff or students, or use inappropriate language in relation to ELC. Failure to do so may lead to expulsion and cancellation of your program without refund. Refer to ELC's [code of conduct](#).
- 1.8 **Communication:** You agree that ELC communicate with you via phone, e-mail, SMS and social media platforms.
- 1.9 **Use of images and videos:** Photographs, videos and testimonials provided by you and/or taken by ELC may be used for marketing and promotion purposes.
- 1.10 **Personal information:** Information is collected at the time of application and during your enrolment in order to: meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the 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 2018. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.
- 1.11 **Copyright and intellectual property:** You agree not to use ELC's copyrighted material, trademarks, trade names, or other designations in any promotion or publication without ELC's prior written consent.
- 1.12 **Possible changes:** ELC retains the right to alter course timetables, course content, delivery method and class locations or Terms and Conditions at any time without notice. ELC reserves the right to change its fees and conditions reasonably in accordance with changes in the current economic and/or legal regulatory environment. In the event that a training product (Australian Qualifications Framework (AQF) qualification, skill set, unit of competency, accredited short course or module) on the scope of registration is superseded, ELC Career College reserves the right to amend or remove a training product as required by the National Register on Vocational Education and Training (VET). Where a training product is superseded students will transition to the latest training product within the allowable timeframes. Where a skill set, unit, course or module (not attached to a qualification) is removed or deleted, ELC Career College will ensure that all training, assessment and issuance of certification is completed within one year of the date the skill set, unit or module was removed or deleted.
- 1.13 **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. Please review our complaints and appeals processes in your student handbook: English Language Company student handbooks: bit.ly/ELCHandbookDay; bit.ly/ELCHandbookEvening ; ELC Career College student handbook: bit.ly/ELC_CC_Handbook

Conditions of enrolment (continued)

2. Conditions applicable to students enrolling at English Language Company

2.1 Weekly hours delivered face-to-face:



- 2.2 **Minimum level:** Our General English program can cater to all levels, from beginner to proficient, but it cannot cater to zero beginners. For more information on identifying zero beginners who cannot enrol at English Language Company, please refer to: bit.ly/ELCBeginnerStudent. All other courses, including General + Business English, English for Academic Purposes, Cambridge Exam Preparation and IELTS Exam Preparation courses require a higher minimum level of English. You should show evidence of your level upon enrolment or complete the ELC pre-course test. English Language Company 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.
- 2.3 **Premium courses:** A minimum of 4 weeks' notice is required for ELC to organise a Premium course and the maximum enrolment length into these courses is 8 weeks.
- 2.4 **Private lessons:** Stand-alone private lessons are not part of English Language Company's regular offer. Where ELC is able to accommodate a particular student's request for private lessons, these will be offered at the rate of \$150 per hour. Note that fees paid towards an enrolment into any of our programs cannot be transferred onto stand-alone private lessons.
- 2.5 **Course transfers:** After the start of your program at English Language Company, 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. If you choose to transfer onto a cheaper course, there will be no refund or course extension to make up for the weekly price difference.
- 2.6 **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 \$445 as at April 2024. Please refer to www.ielts.org for more details or to book your test.
- 2.7 **Materials Fees:** The materials fee is \$15 per week (with a minimum of \$90 and a maximum of \$360). In case of re-enrolment, additional materials fees will apply, regardless of the initial enrolment length. Refer to English Language Company's Materials Policy: bit.ly/ELCMaterialsPolicy.
- 2.8 **Christmas holidays:** ELC will be closed for one week during the Christmas/New Year period and classes will not be offered during this time. Note that for enrolments going over the Christmas period, no fees

- will be due for that week. Refer to ELC's enrolment form or dates & fees document for details.
- 2.9 **Instalments:** Payment by instalments is subject to approval by ELC. Contact ELC to enquire about an instalment plan. If an instalment plan is agreed upon, you must complete payments on the due dates stated on your invoice. Students who fail to pay by their due dates will have their CoE and course cancelled due to non-payment.
- 2.10 **Student Handbook:** You may access our student handbook from the following links for more information on English Language Company's procedures and policies. bit.ly/ELCHandbookDay; bit.ly/ELCHandbookEvening

English Language Company cancellation, transfer and refund policy

The following terms only apply to English Language Company's course fees, i.e. Enrolment fee, Tuition fee, Materials fee and Exam fee. Additional cancellation policies apply for cancellation of a vocational program at ELC Career College or services such as accommodation. Refer to sections 3 and 5 for details.

The term "program" used in this document refers to a student's entire enrolment at English Language Company and can encompass a combination of several English language courses. However this does not include a student's enrolment into vocational courses at ELC Career College or services (including but not limited to airport transfer, accommodation and work programs). Please refer to the relevant sections of our Terms and Conditions.

For cancellation of your English language program, the following terms and conditions apply to your English language course fees:

- 2.11 For program cancellations more than 28 days prior to the start of your program, English Language Company will retain \$250. The remainder of the pre-paid course fees will be refunded.
- 2.12 For program cancellations less than 28 days prior to the start of your program, English Language Company will retain \$250 in addition to 25% of the tuition fee. The remainder of the pre-paid course fees will be refunded.
- 2.13 For program cancellations due to a visa refusal prior to course commencement, English Language Company will retain \$250 only. The remainder of your pre-paid course fees will be refunded. ELC requires a copy of your visa refusal letter issued by DHA. If the visa is refused due to fraudulent documents being provided to support the application, there will be no refund.

Conditions of enrolment (continued)

- 2.14 For program cancellations on or after the date of commencement, there will be no refund.
- 2.15 You may defer your start date if you provide ELC with at least 4 weeks' notice; you are unable to commence your course because your student visa has not yet been issued; or compelling or compassionate circumstances apply.
- 2.16 Course suspension requests will only be considered if compelling or compassionate circumstances apply. For deferral or suspension, you may incur additional fees as applicable to your new course dates.
- 2.17 Your course may be cancelled by ELC if you do not pay your fees or if you are in breach of your student visa. Refer to ELC's deferral, suspension and cancellation policy: bit.ly/elcCancellationPolicy
- 2.18 For requests to shorten a course prior to program start date, the above cancellation policy will apply to the portion of the course cancelled. For requests to shorten a course on or after the date of commencement, there will be no refund.
- 2.19 If your course is cancelled because of a breach of your student visa, there will be no refund.
- 2.20 You may transfer to another provider within the first six months of your principal course only if English Language Company is unable to deliver the course in which you enrolled (and a suitable alternative course cannot be offered); English Language Company is unable to deliver a course at a suitable level; a Government sponsor considers that the transfer is in your best interests; or, you have been granted a release letter from English Language Company.
- 2.21 A release may be granted by English Language Company only in limited specific circumstances, such as failure to meet academic progress requirements for a pathway program (conditions apply), or under compelling or compassionate circumstances (for which evidence can be provided). Refer to English Language Company's policy on transferring between education providers: bit.ly/Transfer_Policy
- 2.22 Where a student is granted approval for release to study at another provider prior to completing six months' study of the principal course, no refund will be given.

Please, note that:

- 2.23 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 2.11, 2.12 or 2.14 applies to your potential refund.
- 2.24 Refunds must be requested by completion of a refund request form. Refunds will be processed within four weeks of receipt of completed refund request form. 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.
- 2.25 Program fees are not transferable to another person or institution.
- 2.26 In the unlikely event that English Language Company cancels a course before its commencement and is unable to offer you a suitable alternative course, you will receive a full refund within 2 weeks of the agreed course start date.

3. Conditions applicable to students enrolling at ELC Career College

- 3.1 **Weekly hours:** All ELC Career College vocational courses are scheduled 20 hours per week and comply with the requirements for student visa applicants.
- 3.2 **Minimum age:** You must be 18 years of age or older at the start of your vocational course. (NB: for package enrolments, students may start their English course before the age of 18).
- 3.3 **Academic entry requirements:** You must have completed Year 12 or equivalent and provide evidence of this (translated to English) with your application.
- 3.4 **English language entry requirements:** You must provide evidence that you meet ELC Career College's English language entry requirements prior to course commencement. English level evidence may take the form of an IELTS test result at 5.5 or above, an English course completion certificate at upper intermediate level or above (from an approved ELC Career College direct entry partner school) or completion of the ELC English test with a test result at upper intermediate level or above. If you cannot demonstrate the required English level, ELC Career College reserves the right to defer your start date until a later course intake once you have demonstrated you have achieved the required English level. You may enrol into one of English Language Company's English programs (at additional cost) or enrol with another ELICOS provider. It is your responsibility to check with the Department of Home Affairs (DHA) for possible implications to your visa.
- 3.5 **Additional entry requirements for Diploma of Marketing and Communication:** To be eligible for this course you must either have completed the Certificate IV in Marketing and Communication; or have completed the following units (or equivalent competencies): BSBCMM411 Make presentations; BSBCRT412 Articulate, present and debate ideas; BSBMKG433 Undertake marketing activities; BSBMKG435 Analyse consumer behaviour; BSBMKG439 Develop and apply knowledge of communications industry; and BSBWRT411 Write complex documents. Equivalent competencies are predecessors to these units, which have been mapped as equivalent; or provide evidence of 2 years' work experience in the field of marketing and communication.
- 3.6 **Additional entry requirements for Advanced Diploma of Program Management applicants:** To be eligible for this course you must either have completed the Diploma of Project Management or provide evidence of 2 years' work experience in the field of project/program management to be eligible for the course.
- 3.7 **Additional entry requirements for Advanced Diploma of Leadership and Management applicants:** To be eligible for this course you must either have completed a Diploma or Advanced Diploma from the BSB training package or provide evidence of 2 years' full-time work experience in an operational or leadership role in an enterprise.
- 3.8 **Student Handbook:** You are expected to read the latest version of the student handbook and comply with the most up to date procedures and policies: bit.ly/ELC_CC_Handbook If you have any questions, please contact ELC Career College for further information, before proceeding with your enrolment.
- 3.9 **Personal information:** Under the Data Provision Requirements 2012, ELC Career College is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER). For more information about NCVER's Privacy Policy please refer to <https://www.ncver.edu.au/privacy>
- 3.10 **Unique Student Identifier:** Students are required to apply for a Unique Student Identifier (USI) and share this number with the ELC administration team. Students without a verified USI are not permitted to receive a certificate or statement of attainment for their qualification.
- 3.11 **Orientation:** Orientation is mandatory and the date is normally one week prior to course commencement.

ELC Career College Payment Conditions

- 3.12 **Initial payment:** The enrolment fee, materials fee and first tuition instalment are payable in full a minimum of 2 weeks prior to course commencement in order to obtain a CoE. Students with outstanding tuition fees will not be permitted to attend class, unless a payment plan has been arranged with ELC Career College.
- 3.13 **Term fees:** The tuition fee for each subsequent term is payable 2 weeks prior to term commencement. Students with outstanding tuition fees will not be permitted to attend class, unless a payment plan has been arranged with ELC Career College.
- 3.14 **Instalments:** Payment by instalments is subject to approval by ELC Career College. If an instalment plan is agreed upon, you must complete payments on the due dates stated in your plan. Failure to pay on the agreed due date may incur a late fee. Non-payment will result in course cancellation and ELC Career College will report you to DHA for non-payment of fees.

ELC Career College Cancellation, transfer, deferral and refund policy

The following terms only apply to ELC Career College's vocational courses' fees, i.e. Enrolment fee, Tuition fee and Materials fee. Additional cancellation policies apply for cancellation of an English language program at English Language Company or services such as accommodation. Refer to sections 2 and 5 for details.

For cancellation of your vocational program before course commencement, the following terms and conditions apply:

- 3.15 For program cancellations more than 28 days prior to your start date, ELC Career College will retain \$250. The remainder of your pre-paid course fees will be refunded.
- 3.16 For program cancellations less than 28 days prior to your start date, ELC Career College will retain \$500. The remainder of your pre-paid course fees will be refunded.

Conditions of enrolment (continued)

- 3.17 For program cancellations due to visa refusal prior to course commencement, ELC Career College will retain \$250 only. The remainder of your pre-paid course fees will be refunded. ELC requires a copy of your visa refusal letter issued by DHA. If the visa is refused due to fraudulent documents being provided to support the application, there will be no refund.
- 3.18 For program cancellations on or after your start date, pre-paid course fees are not refundable.
- 3.19 If you change the start date of your enrolment, the cancellation policy will apply from your original start date, not the new start date.
- 3.20 For cancellation of a packaged enrolment between English Language Company and ELC Career College, the applicable English Language Company cancellation fee will apply. All pre-paid course fees for ELC Career College will be refunded.

For cancellation of your vocational program after course commencement, the following terms and conditions apply:

- 3.21 For program cancellations after the term has started there will be no refund of pre-paid fees and you will remain liable for any outstanding tuition fees for the term.
- 3.22 If your visa application is refused after commencement of your course, any remaining unspent tuition fees are refundable from the official visa rejection date minus \$250. ELC Career College requires a copy of your visa refusal letter issued by DHA. In case of visa refusal due to fraudulent documents being provided to support the application, ELC Career College will retain \$500.

For deferral/suspension of your vocational program, the following terms and conditions apply:

- 3.23 ELC Career College will only allow students to defer (delay the commencement of their studies) or suspend (take a break during the course), if there are compassionate or compelling circumstances. If your deferral or suspension of studies request is granted you will need to check with DHA the implications that deferring, suspending or cancelling your studies may have on your visa. Refer to ELC Career College's fees list for details of our course amendment fee. Deferral/suspension requests must be submitted at least 2 weeks prior to the term start date.
- 3.24 If you request to defer your course less than 2 weeks prior to your course start date or after the term has started you will remain liable for the full term's tuition fees.

For transfer between ELC Career College courses and/or timetables, the following terms and conditions apply:

- 3.25 After the start of your program at ELC Career College, you may choose to transfer onto a different course and/or timetable. Transfer requests will not be considered mid-term but may be considered between terms provided that you meet the entry requirements and that there is availability

in the requested course and/or timetable. A course amendment fee may apply. If the course and/or timetable you are transferring to is more expensive, you will need to pay the difference in tuition rate. If the course and/or timetable you are transferring to is cheaper, there will be no refund of pre-paid fees. For remaining instalments, your payment plans will be adjusted accordingly.

For transfer between education providers, the following terms and conditions apply:

- 3.26 Students must complete a minimum of 6 months of their principal course (highest level qualification in enrolment) as stated in their Letter of Acceptance before they can apply to transfer to another provider.
- 3.27 Students may transfer to another provider earlier (i.e. before completing 6 months of their principal course) only if: ELC Career College is unable to deliver the course in which they enrolled; ELC Career College has had a sanction placed on it; a Government sponsor believes the transfer is in the student's best interests or the student has been granted a release letter from ELC Career College.
- 3.28 A release letter will be granted by ELC Career College only in limited specific situations with compelling and compassionate circumstances. Refer to ELC Career College's policy on transferring between education providers for details: bit.ly/ELC_CC_Student_Release_Transfer_Policy
- 3.29 No transfer request will be considered if you have outstanding tuition fees.
- 3.30 If you have been granted approval for release to study at another provider prior to completing 6 months' study of your principal course, there will be no refund.

Please, note that:

- 3.31 Refunds will be processed within four weeks of receipt of the completed refund request form. 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.
- 3.32 Program fees are not transferable to another person or institution.
- 3.33 No refunds will be made for classes missed due to exams, excursions, internships or other obligations, that fall outside the normal schedule of classes.
- 3.34 In the unlikely event that ELC Career College is unable to offer the course you enrolled in, and is unable to offer you a suitable alternative course, you will receive a full refund within 2 weeks of the agreed course start date.
- 3.35 In the unlikely event that ELC Career College fails to enter into a written agreement with a student, or the agreement is not compliant with the requirements of the ESOS Act and the ESOS National Code, the same refund policy will be applied as provider default. Refer to term 3.32.

4. Conditions applicable to student visa applicants

- 4.1 **Contact details & residential address:** You must notify ELC of your contact details (email and mobile number), residential address and details of your emergency contact on arrival and throughout your time at the college. You must notify ELC of any changes to contact details or residential address within 7 days.
- 4.2 **Dependents:** If you are bringing school-aged children to Australia with you as dependents, you should know that your children will be obliged to attend school whilst in Australia and that school fees may be incurred for this.
- 4.3 **Tuition Protection Service:** Provision has been made to protect payments received in advance by student visa applicants as stated under the conditions of the Tuition Protection Service (TPS). All course fees will be deposited into the English Language Company or ELC Career College Student Fees Account. When the student commences their course, ELC will withdraw these funds from the Student Fees Account. In the unlikely event that English Language Company or ELC Career College is unable to deliver a course that you have paid for and is unable to offer you an alternative suitable course or to pay you a refund on the unspent portion of your pre-paid tuition fees, the Australia Tuition Protection Service (TPS) will assist you in finding an alternative course or receiving a refund if an alternative is not found. For details, please refer to <https://education.gov.au/tps>.
- 4.4 **Attendance & course progress:** You are required to maintain satisfactory attendance and academic progress. English Language Company students must attend at least 80% of their course and maintain

satisfactory academic progress. ELC Career College students must meet the requirements of the Course Progress Policy for each term. ELC is obliged to notify DHA if you do not meet the requirements for the course you are enrolled in. Students will be provided with intervention and the opportunity to appeal. Refer to English Language Company or ELC Career College policies on attendance and course progress for details from your student handbook: English Language Company Student handbooks: bit.ly/ELCHandbookDay; bit.ly/ELCHandbookEvening; ELC Career College Student handbook: bit.ly/ELC_CC_Handbook

- 4.5 **Overseas Student Health Cover (OSHC):** You must have OSHC for the whole duration of your student visa. ELC can organise your OSHC. ELC will automatically arrange for your OSHC cover to start one week prior to your course commencement. If you require your cover to start earlier than this, please advise ELC. It is your responsibility to read and check conditions of this health cover. It is strongly advised that all students arrange travel insurance against loss, damage, theft, etc., prior to travelling to Australia since this is not included in your OSHC.
- 4.6 **Privacy Information for OSHC members:** You consent to any information gathered by ELC about you, being made available to Allianz, your health insurer, for the purposes of Allianz communicating with you, managing Overseas Students Health Cover membership and for related purposes outlined in your insurer's Privacy Policy. Allianz will collect, use and disclose your personal information in line with Allianz's Privacy Policy which is available online at <https://www.allianzcare.com.au>.

Conditions of enrolment (continued)

5. Conditions applicable to applicants requesting additional services

5.1 **Personal information:** Students requesting and/or joining additional services including but not limited to social activities, English Plus packages, work programs, airport transfers and accommodation understand and agree that ELC will need to share some of their personal information such as their full names, date of birth, email address, medical conditions and dietary requirements in order to make the booking on their behalf.

Social Activities

5.2 Many of ELC's social activities take place outside of ELC premises. In choosing to join, students take responsibility for their own actions and possible loss, accident, delay or expense, bodily injury or death which they may cause or suffer in connection with or resulting from attendance or participation in any of ELC's sporting, recreational and cultural activities.

5.3 **Third party:** ELC has an agreement with Colourful Trips Pty Ltd who promotes and organizes tours to students. In choosing to join these tours, students agree to Colourful Trip's booking terms and conditions. ELC takes no responsibility for loss, accident, delay or expense, bodily injury or death which a student may cause or suffer in connection with or resulting from participation in any activity organised and/or promoted by Colourful Trips.

English Plus packages

5.4 **Third parties:** The experiences included in the English Plus Discovery, English Plus Surfing and English Plus Yoga packages are delivered by third parties, as follows:

- **English Plus Discovery:** this program includes program delivery by Wildlife Sydney Zoo (Sydney Wildlife World Pty Ltd), Sea Life Sydney Aquarium (The Sydney Aquarium Company Pty Ltd), Sydney Tower Eye (Sydney Tower Observatory Pty Ltd), The Sydney Opera house (The Sydney Opera House Trust) as well as Colourful Trips (Colourful Trips Pty Ltd).

- **English Plus Yoga:** this program includes program delivery by InYoga (InYoga Pty Ltd) and Heart and Soul Wellness Retreat (Govinda Valley Pty Ltd).

- **English Plus Surfing:** this program includes program delivery by Surf Camp Australia (Surf Camp Australia Pty Ltd), Let's Go Surfing (Lets Go Surfing Pty Ltd) and Waves Surf School (Waves Surf School Sydney Australia).

Students enrolling into one of these packages understand and agree that they may be required to sign waivers and/or agree to the relevant providers' term and conditions upon applying for and/or participating in the activity. For details on any provider's current waivers, term and conditions and/or privacy policy for a program you are interested in or enrolling into, please contact ELC.

5.5 **Indemnity release:** The activities included in our English Plus packages take place outside of ELC premises. In choosing to join, students take responsibility for their own actions and possible loss, accident, delay or expense, bodily injury or death which they may cause or suffer in connection with or resulting from attendance or participation in these activities.

5.6 **Cancellations and program dates changes:** Minimum 4 weeks' notice is required for any changes to your booking. For cancellations received with less than 4 weeks' notice, there will be no refund of the English Plus packages. For program dates change requests received with less than 4 weeks' notice, additional charges might apply.

Work programs policies (all work programs)

5.7 **Minimum English language course enrolment length:** In order to qualify for an English language course + work program package, you need to enrol into one of ELC's full time English language courses for minimum 4 weeks, as well as reach the respective program's minimum English language requirement by the time the work program starts.

5.8 **Minimum English level requirement:** Each of English Language Company's work programs requires a minimum level of English, as detailed in the following sections. You should show evidence of your level upon enrolment or complete the ELC pre-course test so that ELC can recommend a minimum study length for you to qualify for the program you are applying for. ELC retains the right to cancel or postpone your work program if your level of English is unsuitable for the program you have booked.

Additional work program policies for the Work and Travel program

5.9 **Third party:** ELC has an agreement with Work and Travel Company Australia (Work and Travel Company Pty Ltd) for the delivery of the Work and Travel program.

5.10 **Visa requirements:** This program is only available to applicants travelling on a Working Holiday visa (subclass 417 or 462).

5.11 **Minimum English level requirement:** Applicants need to reach an upper-intermediate level of English by the end of their course.

5.12 **Cancellations:** Membership cancellations must be received 28 days prior to your start date. For cancellations received with less than 28 days' notice, there will be no refund.

Additional work program policies for Professional Internships

5.13 **Third party:** ELC has agreements with Internships Down Under (Sydney Internships Pty Ltd) and Australian Internships (Australian Internships Pty Ltd) for the delivery of the professional internship programs. ELC may check your eligibility with and seek a quote from both providers before offering you a tailored internship program offer. Before confirming your enrolment, ELC will confirm which provider your internship application will go through and this will determine which of the following set of terms and conditions apply.

Professional Internships organised by Internships Down Under

5.14 **Third party agreement:** Upon confirming your application into this program, you will be required to sign Internships Down Under' Internship Placement Agreement. Contact ELC to receive a copy.

5.15 **Visa requirements:** This program is only available to applicants travelling on a Working Holiday visa (subclass 417 or 462).

5.16 **Program requirements:** Placement options will depend on the applicant's profile, which could include current studies, educational background, requested internship field, previous work experience and age.

5.17 **Minimum level of English:** Applicants need to reach an upper-intermediate level of English by the end of their course.

5.18 **Cancellations:** For cancellations at enquiry stage (before an interview has been arranged) a \$200 cancellation fee applies. For cancellations after an interview has been arranged, a \$790 cancellation fee applies. For cancellations received after a placement has been arranged but more than 28 days prior to internship start date, a \$1,250 cancellation fee will apply. For cancellations received after a placement has been arranged and less than 28 days prior to internship start date, there will be no refund.

Professional Internships organised by Australian Internships

5.19 **Third party agreement:** Upon confirming your application into this program, you will be required to sign a Training Agreement with Australian Internships. Contact ELC to receive a copy.

5.20 **Visa requirements:** This program is only available to applicants travelling on a Working Holiday visa (subclass 417 or 462), or to applicants who qualify for a 407 special program visa through Australian Internships. Visa eligibility will be checked at the same time as program eligibility.

5.21 **Program requirements:** Placement options will depend on the applicant's profile, which could include current studies, educational background, requested internship field, previous work experience and age.

5.22 **Minimum level of English:** Applicants need to reach an advanced level of English by the end of their course.

5.23 **Cancellations:** A \$700 deposit is non-refundable. For cancellations before an interview has been arranged, the rest of the program fees will be refunded. For cancellations after commencement of the placement process (i.e. after an interview has been arranged) 75% of the program fees will be refunded, minus the \$700 deposit. For cancellations after signing the Training Agreement or after the internship start date, there will be no refund.

Additional work program policies for the au pair program

5.24 **Third party:** ELC has an agreement with Smart Aupairs (Travel Active Au Pair Pty Ltd) for the delivery of the Au Pair program. Upon confirming your application into this program, you will be required to sign Smart Aupairs' Program Agreement. Contact ELC to receive a copy.

5.25 **Visa requirements:** This program is only available to applicants travelling on a Working Holiday visa (subclass 417 or 462).

5.26 **Minimum English level requirement:** Applicants need to have an intermediate level of English upon starting their au pair experience.

5.27 **Cancellations:** For program cancellations received with more than 28 days' notice, you will receive a full refund of the program fees. For cancellations received with less than 28 days' notice or after program start, there will be no refund.

Additional work program policies for the demi pair program

5.28 **Third party:** ELC has an agreement with Priceless Exchange (The trustee for Pelikan Family Trust) for the delivery of the Demi Pair program. Upon confirming your application into this program, you will be required to sign Priceless Exchange's Demi Pair Program Agreement. Contact ELC to receive a copy.

Conditions of enrolment (continued)

- 5.29 **Visa requirements:** This program is suitable for applicants travelling on a student visa (subclass 500) travelling on a Working Holiday visa (subclass 417 or 462).
- 5.30 **Minimum English level requirement:** Applicants need to have a pre-intermediate level of English upon starting their demi pair experience.
- 5.31 **Cancellations:** For cancellations received more than 28 days prior to arrival but after the placement is made and agreement is signed, a \$200 cancellation fee applies and the remaining program fees will be refunded. For cancellations received less than 28 days prior to arrival or after program commencement, there will be no refund. In case of visa refusal, a \$200 cancellation fee applies and the remaining program fees will be refunded.
- Additional work program policies for the volunteering program**
- 5.32 **Third party:** ELC has an agreement with Ocean2earth (Ocean2earth Pty Ltd) for the delivery of the volunteering program. At the time of lodging your booking with Ocean2earth, ELC will advise you of the applicable terms and conditions for your chosen project
- 5.33 **Visa requirements:** This program can be carried out on any valid Australian visa (no work rights required)
- 5.34 **Minimum English level requirement:** Applicants need to have a pre-intermediate level of English upon completion of their English language course.
- 5.35 **Age & fitness level:** This is an active program. It is suitable for adult participants aged 18-70 with a reasonable level of fitness.
- 5.36 **Cancellations:** From the time your volunteering application is confirmed, an \$800 deposit is non-refundable. For program cancellations received with more than 90 days' notice, all program fees will be refunded minus the \$800 deposit. For program cancellations received with less than 90 days' notice or after program commencement, there will be no refund.
- Airport pick up**
- 5.37 **Third party:** ELC has an agreement with Castle Tour (Castle Tour Pty Ltd) for the provision of airport transfer services.
- 5.38 **Cancellations:** In case of no-show or cancellation less than 48hrs before your scheduled flight arrival time, there will be no refund.
- 5.39 **Arrival on public holidays:** On the following public holidays the airport transfer service will incur a 50% surcharge: Christmas Day, Boxing Day, New Year's Day, Easter Sunday and Easter Monday.
- 5.40 **Airport pick-up for 2:** In case of 2 students (friends or couple) who arrive via the same flight and who have booked to stay together at the same accommodation option, 2 full airport pick up fees apply.
- Accommodation policies (all accommodation options)**
- 5.41 **Accommodation placement fee:** An accommodation placement fee applies to all accommodation bookings and is non-refundable. Please refer to ELC's current dates and fees document for exact amounts.
- 5.42 **Minimum placement notice:** All accommodation bookings require minimum 8 weeks notice. For booking requests received less than 8 weeks prior to arrival, ELC may not be able to organise a placement. In addition, for booking requests received less than 1 week prior to arrival where the provider can accept the request, a \$100 accommodation administration fee applies. This fee also applies for a change request made with less than 1 week notice.
- 5.43 **Payment:** Payment for accommodation bookings must be received minimum 8 weeks prior to your arrival, or as per your invoice due date.
- 5.44 **Accommodation changes or cancellations:** All ELC accommodation options are organised through distinct accommodation providers. Set cancellation policies apply for each. If you decide to cancel one accommodation option in order to book an alternative one prior to your arrival or after your arrival, the respective cancellation policies will apply.
- 5.45 **Placement fee for multiple accommodation bookings:** If you book 2 accommodation options, the 2 respective accommodation placement fees will apply.
- 5.46 **Flight details:** Flight arrival details are required for bookings into all ELC accommodation options.
- 5.47 **Arrival and departure dates:** A weekend arrival and a weekend departure are essential for Homestay bookings and preferable for all other accommodation bookings.
- 5.48 **Extra nights:** All prices are weekly prices (for 7 nights). Extra nights can be arranged at all ELC accommodation options. An extra night in Homestay in 2024 is \$70. For all other accommodation options, the extra nights are invoiced at a pro rata of the weekly price.
- 5.49 **Twin rooms:** With the exception of Homestay, twin rooms can be booked by two friends or individually. Please specify at the time of booking. Individual bookings will be allocated together with another client of the same gender.
- 5.50 **Breaks in accommodation booking:** No accommodation provider can accommodate breaks in their accommodation booking (or "split bookings"). If a student is planning to travel and return to the same accommodation, the rent for the period is owed.
- 5.51 **Smoking:** Smoking is not permitted in any of the ELC accommodation options.
- 5.52 **Under 18s:** Students have to be 18 years of age or over to stay at the ELC Premium Apartment, Student Home, Link2 or CozyStay. Students under 18 years may stay on their own with a Homestay family. Special arrangements apply.
- 5.53 **Validity dates:** Unless specified otherwise, the 2024 rates are only guaranteed for nights until 31/12/2024 inclusive for all accommodation options.
- 5.54 **Damage:** Damage & costs incurred: In case you cause damage to your accommodation, you will be liable for the cost of repair or replacement. Note that the amount owed could exceed the amount of your bond/security deposit. For stays in any accommodation option except homestay, in the event that the fire alarm is triggered resulting in distribution of NSW fire services, you will be liable for the applicable service fee, currently \$1400.
- 5.55 **Unforeseeable circumstances:** In the event of unforeseeable circumstances leading to an accommodation option becoming unavailable, ELC will arrange an equivalent alternative.
- 5.56 **Arrivals on public holidays:** Most accommodation options do not accept arrivals on a public holiday, in particular on the 25th December and 31st December. Please contact ELC.
- 5.57 **Third party:** ELC works with the following third party accommodation providers: Global Experience (Ortega Enterprise Pty Ltd) ; AHN (Australian Homestay Network Pty Ltd) ; Sydney Quality Homestay (A.W Pengelly & A Pengelly) ; Scape (Scape Australia Management Pty Ltd) ; Iglu (Iglu Pty Ltd) ; Student Home (HB City Home Pty Ltd) ; Link2 (Link2 Plus Pty Ltd) ; CozyStay (The Trustee for Australia Accommodation Network Unit Trust).
- Additional accommodation policies for Homestay**
- 5.58 **Minimum stay:** There is a minimum stay of 4 weeks. In cases where your enrolment is shorter than 4 weeks, you may book homestay for the length of your course (i.e. 1-3-week homestay bookings are okay for 1 week, 2-week or 3-week enrolments).
- 5.59 **Cancellation or early departure:** 2 weeks' notice is required for any changes to your booking both before or after your arrival. If you give less notice than required, the equivalent amount will be deducted from any refund owing.
- 5.60 **Homestay requirements:** Answers to the Homestay requirements questions are essential before we can arrange your homestay placement. ELC will fulfill the homestay requirements.
- 5.61 **Homestay preferences:** Answers to the homestay preferences questions will be taken into account as much as possible when finalising your Homestay placement. ELC do not commit to fulfilling all requests.
- 5.62 **Homestay arrangements:** The homestay profile will only be sent to you 2-4 weeks prior to your arrival and only after receipt of your flight details. Minimum 2 weeks' notice is required to arrange Homestay accommodation.
- 5.63 **Twinshare:** Twinshare at homestay may only be booked by a couple or two friends travelling together.
- 5.64 **Internet:** Internet can be requested. It is \$10 per week payable directly to the family.
- 5.65 **Age range:** Note that homestay is usually only available to students aged 18-39 years old.
- 5.66 **Special requests:** For special requests such as homestay with private bathroom, VIP Homestay, or special dietary requirements, please contact ELC for availability and applicable rates.
- 5.67 **Public Holiday and Christmas surcharge:** A surcharge of \$110 applies for arrivals on Easter Friday, Easter Monday, Christmas day and New Year's day (29/03/2024, 01/04/2024, 25/12/2024 and 01/01/2025).
- 5.68 **Homestay guidelines:** Failure to follow the homestay rules outlined by your host family or provided in the general homestay student guidelines may result in eviction. In cases of eviction, there is no refund.
- 5.69 **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. Check-outs later than 11am will incur an extra homestay daily fee of \$70 in 2024.

Conditions of enrolment (continued)

Additional accommodation policies for ELC Premium Apartments

- 5.70 **Minimum stay:** There is a minimum stay of 10 weeks. Contact us with exact dates to enquire about the possibility of a shorter stay.
- 5.71 **Cancellation or changes before arrival:** The following policy applies for cancellation or changes before arrival:
- In case of cancellation advised earlier than 8 weeks (56 nights) prior to arrival, you will receive a full refund of the weekly fee as well as \$200 off the placement fee.
 - In case of cancellation advised 4 to 8 weeks (28 to 55 nights) prior to arrival, the first 4 weeks are non refundable. The rest of the weekly fee as well as \$200 off the placement fee will be refunded.
 - In case of cancellation advised less than 4 weeks (27 nights) prior to arrival, the first 8 weeks are non refundable. The rest of the weekly fee as well as \$200 off the placement fee will be refunded.
- 5.72 **Early departure:** In case of early departure, 8 weeks' notice (56 nights) applies. If you give less notice than required, the equivalent amount will be deducted from any refund owing.
- 5.73 **Security deposit or bond:** For stays of 1 to 22 weeks, a \$500 security deposit applies. For stays of 23 weeks and over, a bond of approximately \$2,400 applies. In either case, the amount owed is payable by credit card upon arrival directly to the accommodation provider. A refund will be processed by the accommodation provider after check, out minus any fees for damages to the property. You should expect bank charges to apply for both transactions.
- 5.74 **Resident's agreement:** Upon arrival, you will be expected to sign an agreement that states the [residence rules](#). Non-compliance with the rules may result in eviction. In cases of eviction, there is no refund.
- 5.75 **Check-in & check-out:** You can move into your room from 4pm onwards on your arrival day. Please vacate your room by 8am on your departure day.

Additional accommodation policies for Iglu Chatswood

- 5.76 **Minimum stay:** There is a minimum stay of 4 weeks.
- 5.77 **Cancellation or changes before arrival:** The following policy applies for cancellation or changes before arrival:
- In case of cancellation advised earlier than 8 weeks (56 nights) prior to arrival, you will receive a full refund of the weekly fee as well as \$200 off the placement fee.
 - In case of cancellation advised 4 to 8 weeks (28 to 55 nights) prior to arrival, the first 4 weeks are non-refundable. The rest of the weekly fee as well as \$200 off the placement fee will be refunded.
 - In case of cancellation advised less than 4 weeks (27 nights) prior to arrival, the first 8 weeks are non-refundable. The rest of the weekly fee as well as \$200 off the placement fee will be refunded.
- 5.78 **Early departure:** In case of early departure, 8 weeks' notice (56 nights) applies. If you give less notice than required, the equivalent amount will be deducted from any refund owing.
- 5.79 **Security deposit:** A \$500 security deposit will be required to cover possible damage or unexpected costs incurred. It can be paid via bank transfer to ELC's bank account prior to arrival or at school on your first day of classes. If you choose to pay via bank transfer prior to arrival but separately from the payment of your course fees, please indicate your student number and the word "Security Deposit" as a reference for the transaction. If you choose to pay at school on your first day, the payment will need to be made via debit card or credit card (Note that a 1% surcharge applies for credit card payments on Visa or Mastercard; 1.5% on AMEX). A refund of your security deposit will be processed within 2 weeks of check out minus any fees for damages to the property or for any extra cleaning required (Note that regular room cleaning upon check out is included in your placement fee, but in case the room is left in a state that requires additional, extensive cleaning, fees will be deducted from your security deposit accordingly). In case of damage valued at more than \$500, you will be liable for covering the full cost or repair or replacement. Note that when paying for or receiving refunds for your security deposit, bank charges may apply for both transactions.
- 5.80 **Resident's agreement:** Upon arrival, you will need to sign an agreement that states the [residence rules](#). Non-compliance with the rules may result in eviction. In cases of eviction, there is no refund.
- 5.81 **Check-in & check-out:** You can move into your room from 2pm onwards on your arrival day. Please vacate your room by 10am on your departure day.

Additional accommodation policies for Student Home

- 5.82 **Minimum stay:** There is a minimum stay of 2 weeks. However, an additional \$50 administration fee (short booking fee) applies for bookings of 14-26 nights (under 4 weeks).

- 5.83 **Validity dates:** The 2024 rates advertised only apply to bookings made by 31/12/2023. New rates will apply for bookings made from 01/01/2024.
- 5.84 **Cancellation or early departure:** 4 weeks' notice is required for any changes to your booking both before or after your arrival. If you give less notice than required, the equivalent amount will be deducted from any refund owing.
- 5.85 **Security deposit:** A \$400 security deposit will be required when you move in as security. A refund will be processed after check out minus any fees for damages to the property by the accommodation provider. You should expect bank charges to apply for both transactions.
- 5.86 **Resident's agreement:** Upon arrival, you will need to sign the [Student Home resident's agreement](#). Non-compliance with the rules may result in eviction. In case of eviction, no refund is given.
- 5.87 **Triple room:** Student Home features 1 triple room. Note that Student Home reserves 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.
- 5.88 **Check-in & check-out:** You can move into your room from 2pm onwards on your arrival day. Please vacate your room by 9am on your departure day.

Additional accommodation policies for Link2

- 5.89 **Minimum stay:** There is a minimum stay of 2 weeks. However, an additional \$75 administration fee (short booking fee) applies for bookings of 14-27 nights (under 4 weeks).
- 5.90 **Cancellation before arrival:** Cancellations advised between 28-21 days of the planned arrival date will incur a 2-week cancellation fee. Cancellations advised between 20-14 days of planned arrival date will incur a 3-week cancellation fee. Cancellations advised less than 14 days prior to planned arrival date will incur a 4-week cancellation fee.
- 5.91 **Early departure:** 4 weeks' notice applies for early departure. If you give less notice than required, the equivalent amount will be deducted from any refund owing. In addition to the 4 weeks' notice, a break of contract fee will be charged for early departure. This fee is equivalent to 1 week rent between 15th January and 15th November and equivalent to 2 weeks rent between 16th November and 14th January.
- 5.92 **Bond:** A credit card imprint will be required when you move in as security for a value of 4 weeks' rent (i.e. the exact amount depends on the room type). A charge will only be made in cases of damage to the property.
- 5.93 **Resident's agreement:** You will need to sign the [Link2 Resident Agreement](#) upon application (contact ELC to view a copy). Non-compliance with the rules may result in eviction. In case of eviction, no refund is given.
- 5.94 **Credit card details:** Upon application you will need to provide your credit card details for Link2 to consider your booking confirmed.
- 5.95 **Check-in & check-out:** You can move into your room from 11am onwards on your arrival day. Please vacate your room by 8am on your departure day.

Additional accommodation policies for CozyStay

- 5.96 **Minimum and maximum stay:** There is a minimum stay of 4 weeks and maximum of 12 weeks.
- 5.97 **Offshore application only:** CozyStay can only be booked by students who are overseas and as a first accommodation option upon landing in Sydney.
- 5.98 **CozyStay arrangements:** The house profile will only be sent to you 1-2 weeks prior to your arrival and only after receipt of your flight details.
- 5.99 **Cancellation before arrival:** Minimum 4 weeks' notice is required for any changes to your booking before arrival.
- 5.100 **Early departure:** The first 4 weeks are non-refundable. After this period, 2 weeks' notice applies for early departure. If you give less notice than required, the equivalent amount will be deducted from any refund owing.
- 5.101 **Bond:** Students are not required to pay any bond or security deposit.
- 5.102 **House rules:** Students are expected to comply with the house rules at all times. Non-compliance with the rules may result in eviction. In case of eviction, no refund is given.
- 5.103 **Linen and blanket:** Bed sheets and a pillow are provided as part of your weekly accommodation fee, but note that this does not include any doona, blanket or towel.
- 5.104 **Cleaning duties:** You will be required to share the cleaning duties according to a set roster. Non-compliance may lead to eviction.
- 5.105 **Check-in & check-out:** You can move into your room from 3pm onwards on your arrival day. Please vacate your room by 10am on your departure day.

Conditions of enrolment (continued)

6. Other

Indemnity and release: I agree to release, indemnify and keep indemnified, English Language Company Pty Ltd, ELC Career College Pty Ltd and their officers, employees, agents, contractors or subcontractors in respect of any and all liabilities, actions, suits, demands, claims, costs, damages, expenses and/or losses arising out of, or in connection with:

- (a) any accident, delay, damage to any property, illness, injury or death caused, contributed, or suffered, by me in connection with or resulting from my enrolment, attendance or participation in any of ELC's programs, activities, and accommodation or transportation arrangements; and
- (b) any breach by me of these Terms and Conditions.

Force majeure: English Language Company Pty Ltd and ELC Career College Pty Ltd do not accept responsibility or liability for changes to or cancellations of your enrolment in the event or threat of war, terrorism or threat of terrorism, fire, sickness, extreme weather, acts of government or local authority, acts of nature, or other events or circumstances which amount to a "force majeure" and which are beyond the control of English Language Company Pty Ltd and ELC Career College Pty Ltd.

I agree that the law of the State of New South Wales in the Commonwealth of Australia shall apply to this agreement.