

Conditions of enrolment

1. General conditions of enrolment

1.1 Program inclusions

PACKAGE A - <i>Learner</i> TUITION 20hrs/weeks	PACKAGE C - <i>Explorer+</i> TUITION 20hrs/weeks AFTERNOON ACTIVITIES & SATURDAY ACTIVITIES
PACKAGE B - <i>Explorer</i> TUITION 20hrs/weeks AFTERNOON ACTIVITIES	PACKAGE D - <i>Globetrotter</i> TUITION 20hrs/weeks AFTERNOON ACTIVITIES & SATURDAY ACTIVITIES AIRPORT TRANSFERS HOMESTAY GUARDIANSHIP

- 1.2 **Payment & confirmed enrolment:** When enrolling your child at ELC, you will receive an invoice listing the fees owed and stating a payment due date. A confirmed place at ELC will be secured after all fees have been received as outlined on your invoice.
- 1.3 **Possible changes:** ELC retains the right to change its fees and conditions, cancel or defer courses, and to alter course timetables, class locations or activity schedule at any time without notice.
- 1.4 **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.

2. ELC cancellation and refund policy

For cancellation of your child's English language program, the following terms and conditions apply:

- 2.1 For program cancellations with more than 30 days notice, ELC will retain the fees listed in the tables below:

	1 weeks	2 weeks	3 weeks	4 weeks
Package A - Learner	\$650	\$650	\$650	\$650
Package B - Explorer	\$650	\$650	\$650	\$650
Package C - Explorer+	\$650	\$650	\$650	\$650
Package D - Globetrotter	\$1,180	\$1,180	\$1,180	\$1,180

	5 weeks	6 weeks	7 weeks	8 weeks
Package A - Learner	\$650	\$650	\$650	\$650
Package B - Explorer	\$650	\$650	\$650	\$650
Package C - Explorer+	\$650	\$650	\$650	\$650
Package D - Globetrotter	\$1,180	\$1,180	\$1,180	\$1,180

- 2.2 For program cancellations with 16 to 30 days notice, ELC will retain the fees listed in the tables below:

	1 weeks	2 weeks	3 weeks	4 weeks
Package A - Learner	\$720	\$790	\$860	\$930
Package B - Explorer	\$720	\$790	\$860	\$930
Package C - Explorer+	\$720	\$790	\$860	\$930
Package D - Globetrotter	\$1,250	\$1,320	\$1,390	\$1,460

	5 weeks	6 weeks	7 weeks	8 weeks
Package A - Learner	\$1,000	\$1,070	\$1,140	\$1,210
Package B - Explorer	\$1,000	\$1,070	\$1,140	\$1,210
Package C - Explorer+	\$1,000	\$1,070	\$1,140	\$1,210
Package D - Globetrotter	\$1,530	\$1,600	\$1,670	\$1,740

- 2.3 For program cancellations with less than 16 days notice, ELC will retain the fees listed in the tables below:

	1 weeks	2 weeks	3 weeks	4 weeks
Package A - Learner	\$720	\$790	\$860	\$930
Package B - Explorer	\$860	\$1,070	\$1,140	\$1,210
Package C - Explorer+	\$935	\$1,220	\$1,290	\$1,360
Package D - Globetrotter	\$2,235	\$3,040	\$3,110	\$3,180

	5 weeks	6 weeks	7 weeks	8 weeks
Package A - Learner	\$1,000	\$1,070	\$1,140	\$1,210
Package B - Explorer	\$1,280	\$1,350	\$1,420	\$1,490
Package C - Explorer+	\$1,430	\$1,500	\$1,570	\$1,640
Package D - Globetrotter	\$3,250	\$3,320	\$3,390	\$3,460

- 2.4 For program cancellations on or after the date of commencement, there will be no refund.

Please, note that:

- 2.5 If you defer your child's program and later cancel it prior to their new start date, the cancellation policy will apply from their original course start date, not their deferred start date. This is relevant as it determines whether points 2.1, 2.2 or 2.3 applies to your potential refund.
- 2.6 Refund requests will be processed within four weeks. If you enrolled your child 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.

- 2.7 Program fees are not transferable to another person or institution.
- 2.8 In the unlikely event that ELC cancels a course before its commencement, you will receive a full refund within 2 weeks.

3. Additional terms for Package D - Globetrotter

- 3.1 **Flight details:** Flight details for both arrival and return are required before ELC can start arranging the accommodation placement.
- 3.2 **Homestay arrangements:** Minimum 4 weeks' notice is required to arrange Homestay accommodation. The Homestay profile will only be sent to you 2-4 weeks prior to your child's arrival and only after receipt of their flight details.
- 3.3 **Twinshare:** Twinshare at homestay may only be booked by two friends or siblings travelling together.
- 3.4 **Arrival and departure dates:** A weekend arrival and a weekend departure are essential.
- 3.5 **Extra nights:** The package prices are for either a Saturday arrival and Saturday departure or a Sunday arrival and Sunday departure. Additional fees apply for extra nights (Saturday arrival and Sunday departure) at a rate of \$75/night.
- 3.6 **Check-in & check-out times:** Your child's accommodation booking will be based on their return flight details. If your child will check out after 12pm (midday), an additional night will be charged (at a rate of \$75/night).
- 3.7 **Final Saturday activity (before departure):** If your child will depart Sydney on a Saturday, it is likely they will not be able to attend the Saturday activity.
- 3.8 **Homestay requirements:** Answers to the Homestay requirements questions are essential before we can arrange your child's Homestay placement. ELC will fulfill all Homestay requirements.
- 3.9 **Homestay preferences:** Answers to the Homestay preferences questions will be taken into account as much as possible when finalising your child's Homestay placement. ELC does not commit to fulfilling all requests.
- 3.10 **Internet in homestay:** Internet in homestay can be requested. It is \$10pw payable directly to the family. Conditions of use apply.
- 3.11 **Special rates:** For special requests and special requirements, please contact ELC.

4. Additional terms relative to optional extra services

- 4.1 **Optional extra - lunch packs on weekdays:** Lunch packs on weekdays are provided by host families and must be requested and paid for as part of the initial enrolment and homestay booking.
- 4.2 **Optional extra - Sunday day trips:** Sunday day trips must be booked and paid for at least 2 weeks prior to your child's excursion date. Places on the trips are limited and early bookings are strongly recommended. In the unlikely event that a Sunday trip needs to be cancelled, there will be a full refund of the trip fee.
- 4.3 **Optional extra - Assisted airport drop off service:** This service must be booked and paid for at least 4 weeks in advance of your child's departure from Sydney. Under this service, our partner driver will park at one of the airport car parks and walk with your child all the way to their check-in counter, introducing them to one of the airline staff and ensuring they are in the right check-in lane, before they leave the airport. The driver will not stay to assist with the check-in process. In cases where parents book this Assisted airport drop off service but the child's airline requires our driver to stay at the airport upon drop off, the child's family will be liable for reimbursing ELC for the expenditures incurred (in line with the Custom airport drop off service).
- 4.4 **Optional extra - Custom airport drop off service:** This service is customised based on your child's airline requirements if they are flying using the airline's Unaccompanied Minor Service. ELC requires parents to confirm with their airline what will be requested from our driver at pick up and drop off time. In case the airline requires more than is included inside our regular pick up service and/or the Assisted airport drop off service (such as the driver needing to stay at the airport for several hours until the return flight has taken off), a custom service will be quoted on accordingly. The price may range from \$220 to \$900, with \$220 and \$430 being typical fees for this service for most airlines' requirements. Note that if your airline requires our driver to stay on stand-by at the airport until your child's flight has taken off and there is a flight delay, you will be liable for reimbursing ELC for the costs incurred. The Custom airport drop off service must be booked and paid for at least 4 weeks in advance of your child's departure from Sydney, and all relevant details on the airline requirements must be communicated to ELC at that time.

Parental Permissions

- 1 **Junior Programs:** I/We hereby authorise my/our son/daughter to attend a Junior program at ELC and understand this is a program for 12 to 17-year-old students. I/We also understand that whilst ELC is committed to safeguarding and child protection and provides supervision for students during classes and on ELC activities, the program also allows students to travel to and from school independently and to make their own arrangements outside scheduled classes and activity times.
- 2 **Breaktimes:** I/We understand that my/our son/daughter will not be supervised at breaktimes and will be free to leave the school to visit nearby shops and food outlets. They will be required to sign out and sign back in when leaving the school at break times.
- 3 **Supervision:** I/We understand that students enrolled in Package A – Learner have booked study only and will not be supervised outside once tuition for the day has ended. I/We understand that students on Packages B, C, or D must attend supervised activities each day and cannot opt out of activities because they would be left unattended. I/We understand that students living in homestay accommodation may make their own unsupervised arrangements for the evenings and weekends providing they comply with accommodation regulations in regard to curfews.
- 4 **Daily transport:** I/We understand that students (including those residing in ELC residential/homestay accommodation) are required to travel to and from school via public transport and that this trip will be unsupervised and at the student's own expense.
- 5 **Communication:** I/We agree that ELC may communicate with my son/daughter via phone, email and SMS during their stay. I/We agree that I/we will arrange for my/our son/daughter to have a mobile phone with an Australian SIM card or an international plan with data whilst in Australia. I/We understand that WiFi is not always available and that an Australian SIM card, an international plan with data, or a portable WiFi device is essential. I/We agree that ELC makes use of tracking applications to help with the coordination of afternoon and weekend activities.
- 6 **Attendance:** I/We understand and have ensured that my/our son/daughter understands that they are expected to attend all classes. Students on our Explorer, Explorer+ and Globetrotter programs are expected to attend all scheduled activities. After the end of each activity on weekdays he/she is expected to return to ELC before leaving to go home.
- If he/she misses classes for personal reasons including illness, he/she/parent/guardian should contact ELC by phone at the earliest opportunity. Students taking part in our Globetrotter program should be aware that their guardian in Australia will be contacted by ELC in the case of any illness or absence from the school. Note that no financial compensation or make up classes will be offered.
- 7 **Activities:** As the parent or legal guardian of the above-named student, I hereby give English Language Company Pty Ltd. (and their respective agents, employees, volunteers, promoters and affiliates) permission to include this student on trips/activities/excursions accompanied by ELC staff from Monday to Saturdays.
- I understand and accept that ELC staff and students will be travelling on foot or by train, bus, boat, or van to their destination. ELC will take care of the above-named student. However, I acknowledge that on adventurous trips/activities/excursions such as the ones ELC will involve the students in, accidents do occasionally happen, and I accept that my family and I will not bring a claim against ELC for death or personal injury unless ELC is shown to have failed to maintain its duty of care.
- I understand that if my child is 12 to 14 years of age, he/she will be required to stay with an ELC staff member at all times during certain activities (such as shopping). I understand that if my child is 15 to 17 years of age, he/she will not be required to stay with an ELC staff member for short periods of time during activities such as shopping. The accompanying staff member will be centrally located in the area and will check in with students on a regular basis.
- 8 **Sunday full day trips outside of Sydney:** ELC offers students aged 14-17 who take part in our Package C - Explorer+ or in our Package D - Globetrotter program the option to join full day trips outside of Sydney on some Sundays during the course of the program. These tours are provided by a third-party local travel company called Colourful Trips and are co-led by an ELC staff and a professional tour guide.
- As the parent or legal guardian of the above-named student, I/we hereby give English Language Company Pty Ltd. (and their respective agents, employees, volunteers, promoters and affiliates) permission to include this student on Sunday excursions.
- I/We understand and accept that ELC staff and students will be travelling by coach to their destination and that the activities may include a range of transportation including but not limited to boats, 4WD, rail or cableway. ELC will take care of the above-named student. However, I acknowledge that on adventurous trips/activities/excursions such as the ones ELC offers, accidents do occasionally happen, and I accept that my family and I will not bring a claim against ELC for death or personal injury unless ELC is shown to have failed to maintain its duty of care.
- I/We understand that these excursions may be open to the general public and that adult participants external to ELC's program may be joining. The accompanying ELC staff member will participate in all activities with the group of ELC students. However, I acknowledge that accidents do occasionally happen and that ELC and Colourful Trips are not responsible for the actions or safety of students while on these excursions beyond Colourful Trips' normal duty of care for adult customers.
- I/We agree that my/our child be given over the counter anti-motion sickness tablets ahead of the coach trip and/or ahead of any boat rides.
- I/we understand that by booking my/our child on a Sunday full day trip outside of Sydney via this form, (at the bottom of page 2), I/we agree to all terms and conditions applicable to these excursions.

- 9 **Insurance:** I/We understand that ELC's Junior Program fees do not include insurance. Health insurance is compulsory for my child to participate in the program. As the parent or legal guardian of the above-named student, I/We understand it is our responsibility to organise appropriate insurance to cover my/our child for their entire stay. I/We also understand it is our responsibility to organise cover for the loss and/or damage to all the possessions they take with them on ELC trips/activities/excursions, and that, in the event that they suffer loss and/or damage, my family and I will therefore not make a claim against ELC for that loss and/or damage.

- 10 **Health conditions and medical emergencies:** I/We confirm that to the best of my/our knowledge, my/our son/daughter is in a good state of health and able to participate in the program and I/we have provided accurate medical information to ELC about my son/daughter.

I/We understand that whilst all appropriate precautions will be taken for the safety of my/our son/daughter, any loss, damage or harm to my son's/daughter's person that may arise from the program shall be exempt of all recourse.

I/We understand that ELC will always try to contact parents/legal guardians in case of emergency. However, should my son/daughter require urgent medical treatment during the program, the attending physician and/or hospital is authorised to treat my/our son/daughter.

In case of my/our child requiring medical treatment or in case of a medical emergency, including an anaphylaxis or asthma emergency, I/we consent to the provision of first aid and/or treatment as outlined in their Known Medical Condition Response Plan (Care Plan), where relevant.

I/we understand that, in the absence of a Known Medical Condition Response Plan (Care Plan), in cases of emergency excepting anaphylaxis or asthma, only standard first aid will be administered. In an anaphylaxis or asthma emergency authorised medications; salbutamol (for the symptomatic treatment of asthma), and adrenaline (for the treatment of anaphylaxis) will be administered

I/we understand that if my/our child suffers from anaphylaxis, asthma or diabetes, they are required to carry their treatment equipment (e.g. EpiPen, inhaler, insulin, monitor, etc) at all times, including at school and on activities.

I/we agree to pay any costs that may be incurred for the medical treatment, ambulance transportation and medications.

I/we agree that, in case of mild medical condition, after review of and in accordance with the student's Medical Condition Form, and in accordance with the recommended maximum daily dose, general, over the counter medication be offered to my/our child to relieve their symptoms. This may include but is not limited to: ibuprofen or paracetamol to ease headaches; digestion tablets to ease stomach aches; antihistamines to ease hay fever symptoms; antiseptic to disinfect minor cuts; topical painkiller gel or cream in case of strain or sprain.

I/We agree that my/our child be offered anti-motion sickness tablets ahead of a coach journey or a ferry, boat or coach ride. I/we understand this will be strongly recommended on the optional Sunday trips which include dolphin and whale watching cruises in particular.

- 11 **Student conduct:** I/We confirm that my/our son/daughter agrees to follow all regulations at school, on activities and in any accommodation organized by ELC. ELC reserves the right to expel and repatriate a student at his/her own expense for failure to comply with ELC regulations. Regulations can be viewed at http://elc.edu.au/wp-content/uploads/2022/12/ELC_Junior_Program_Regulations.pdf

- 12 **Use of images/videos:** I/We give ELC the right and permission to publish, copyright, distribute and use testimonials and/or pictures and/or videos of my child for advertising, promotion, marketing and packaging for any ELC product or service. I understand that these photos will not be used for any other than ELC purposes and agree that images may be combined with other images or footage, text and graphics, and cropped, altered and modified.

- 13 **Personal information:** ELC is committed to the protection of personal information and undertakes not to share this with any parties or use it for any purposes other than for the delivery of the services which ELC has been engaged to deliver and in certain circumstances to the Australian government and designated authorities. I/We give permission for my/our information or my/our son/daughter's information to be used in order to conduct the daily operations of the school and for the delivery of services that I/we have requested. I/We also give permission for information regarding my/our son/daughter's study progress to be shared with my/our nominated agent as requested.

- 14 **Indemnity and release:** On behalf of myself, my executors, administrators and assigns, I agree to waive and release all claims against English Language Company Pty Ltd (ELC), its directors and appointed representatives for any loss, accident, delay or expense, bodily injury or death which my child may cause or suffer in connection with or resulting from attendance or participation in any of ELC's programs, accommodation arrangements, transfers, sporting, recreational and cultural activities. I agree that the law of the State of New South Wales in the Commonwealth of Australia shall apply to this agreement.

Please sign below to agree to ELC Terms of Enrolment and Parental Permissions. At least one parent signature is required.

DATE:

Parent 1 Full Name:

Parent 1 Signature:

DATE:

Parent 2 Full Name:

Parent 2 Signature: