



## SELC CONDITIONS OF ENROLMENT

SELC Australia Pty Ltd CRICOS ID: 00051M NTIS ID: 91721

Please read the following conditions carefully before you sign on page 1. If you have any questions, please contact us for further information before proceeding with your enrolment.

**Your enrolment will not be processed until SELC has sighted a signed copy of this form.** You must also read the description of the Education Services for Overseas Students (ESOS) Framework before enrolling. This can be found at [www.aei.gov.au/AEI/ESOS/QuickInfo](http://www.aei.gov.au/AEI/ESOS/QuickInfo). Scroll down until you find the link to ESOS\_FrameWork.pdf. This document explains your rights and obligations as a foreign student in Australia.

**PAYMENT OF FEES:** The enrolment fee must be paid when you enrol. It is not refundable. All tuition and accommodation fees must be received by SELC at least 4 WEEKS before your course begins, otherwise we cannot guarantee your place.

**ACCOMMODATION:** Your accommodation will be confirmed when we receive the arrival date and time of your flight and flight number. We must receive this information at least 2 WEEKS before you arrive in Australia. Send us a fax or e-mail if necessary. We will then send you the name, address and telephone number of your accommodation provider. Homestay accommodation may not be available the day you arrive in Sydney, particularly if you arrive at short notice or many days before your course begins. In these cases we reserve the right to put you in budget hotel accommodation for a short period. There may be extra charges payable for hotel accommodation. See (15 and 16) below for accommodation cancellation policy.

**REFUND AND CANCELLATION POLICY:** All refund and cancellation requests must be made in writing (letter, email or fax) to SELC. A 'course' is defined as the number of weeks of prepaid tuition.

1. Enrolment and accommodation placement fees are not refundable.
2. If your visa application is rejected, tuition fees are refunded in full. SELC requires official confirmation from your local Australian Embassy or Consulate that you are unable to obtain a visa
3. If you cancel your enrolment 28 days or more before the course begins, all tuition fees will be refunded within 4 weeks.
4. If you cancel your enrolment less than 28 days before the course begins, 70% of the tuition fees will be refunded within 4 weeks.
5. If you cancel your enrolment on or after your start date there will be no refund.
6. If SELC judges that your English level isn't appropriate for your desired course we will place you in an appropriate level class, within your visa regulations. The new class or course may have fewer lessons and a different curriculum. Students who do not have the ability to undertake any course being offered may be required to cancel their studies with SELC and no refund will be given, see point 5, unless this occurs 28 days before course commencement.
7. If you defer the start date of your course, the cancellation policy will apply from your original course start date, not the deferred start date.
8. External certificate fees for English for Customer Service Communication are not refundable or transferable to another person.
9. In the case of your expulsion from the school there will be no refund of tuition fees.
10. Refunds will not be made directly to a student. If you enrol through a SELC agent, the refund will be paid through that agent.
11. Tuition fees are not transferable to another person.
12. Students who have met the English entry requirements and who transfer to further study institutions which have direct entry agreements with SELC are eligible for a refund of the unused portion of English studies, less an administration fee up to 40%. The refund will be calculated from the course commencement date of the further study institution. Students will not be released from their enrolment at SELC prior to the course start date of the next institution.
13. No refunds will be made for classes missed due to exams, excursions, internships or other obligations that fall outside the normal schedule of classes.
14. SELC reserves the right to cancel a course if numbers are insufficient. In the unlikely event that SELC is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by SELC at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to

indicate that you accept the placement. If SELC is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS), English Australia TAS, will place you in a suitable alternative course at no extra cost to you.

Finally, if English Australia cannot place you in a suitable alternative course, you will be eligible for a refund as calculated by the ESOS Fund Manager.

15. If you cancel your homestay you are required to give two weeks' notice to the family and to SELC or two weeks' cancellation fee will apply.
16. One week's notice is required for Bondi Beachouse or one week's cancellation fee will apply. The initial 4-week booking is not refundable for Sinclairs and two weeks' notice is required after the initial 4-week booking or two weeks' cancellation fee will apply.
17. SELC reserves the right to change its fees and conditions in accordance with changes in the current economic and/or legal conditions and to alter course timetables and class locations within reason at any time without notice. If you, the student, feels these changes are unreasonable you have the right to access SELC's complaints and appeals processes and to also take further action under Australia's consumer protection laws.
18. SELC reserves the right to deny you access to SELC's premises and to withdraw its other services if your conduct disrupts the normal operation of the school. SELC's dispute resolution processes do not circumscribe your right to pursue other legal remedies.
19. This agreement, and availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws through the Consumer, Trade & Tenancy Tribunal located at Level 12, 175 Castlereagh street, Sydney 2000 or by contacting the Department of Education, Employment and Workplace Relations (DEEWR) on (02) 6240 5069 or [esosmailbox@deewr.gov.au](mailto:esosmailbox@deewr.gov.au)

**DEFER, SUSPEND OR CANCELLING YOUR STUDIES:** SELC will only allow students to defer i.e. delay the commencement of their studies, or suspend i.e. take a break during the course, if there are compassionate or compelling circumstances. These will be judged on a case by case basis and students must follow the 'SELC Student Request to Defer, Suspend or Cancel Studies Procedures'. Refer to the Refund and Cancellation section of this document, points 3 – 7, for information about you fees when deferring or cancelling your studies. Students will need to check with DIAC to check the implications that deferring, suspending or cancelling their studies may have on their visa.

SELC also has the right to suspend a student's studies if it is decided that their behaviour, attitude or progress is not sufficient to justify continuation in the course. A student subject to this judgement will have 20 days to access SELC's Complaints and Appeals Policy if they disagree with the decision.

**PUBLIC HOLIDAYS:** SELC is closed for all public holidays and the teachers' holiday in August. Compensation will not be made for classes not offered on public and special holidays

**OVERSEAS STUDENT HEALTH COVER (OSHC):** OSHC is compulsory by law for all student visa holders. SELC collects this fee at the time of enrolment on behalf of your health care provider. It is your responsibility to read and check the conditions of this health cover. It is strongly advised that all students arrange travel insurance (against loss, damage, theft etc) prior to travelling in Australia.

**PRIVACY INFORMATION FOR OVERSEAS STUDENTS HEALTH COVER MEMBERS:** I, the student, consent to any information gathered by SELC relating to me, be made available to Medibank, my health insurer, for the purposes of Medibank communicating with me, managing my Overseas Students Health Cover membership and for related purposes outlined in Medibank's Privacy Policy. Medibank will collect, use and disclose your personal information in line with Medibank's Privacy Policy which is available on-line at [www.medibank.com.au](http://www.medibank.com.au)

**ATTENDANCE:** Student visa holders are required to maintain a minimum attendance of 80% and SELC is obliged to notify DIAC if your attendance rate falls below this. In addition, SELC reserves the right to exclude you from further classes without compensation if you fail to attend class regularly and punctually and there is no proper excuse for your absence. As well as being contrary to student visa regulations, irregular class attendance disrupts classes for other students.

**CODE OF CONDUCT:** Students must abide by SELC rules at all times; this includes conduct on the school premises, in class and in SELC-arranged accommodation. SELC reserves the right to discipline or expel school students whose conduct is unsatisfactory. No refund of tuition fees will be made in the case of



expulsion from the school. Students will have the right to access SELC's Complaints and Appeals Procedure if they disagree with any Code of Conduct decision made against them. The SELC school rules can be found on pages 9 & 12 of the Welcome to SELC booklet, which is also available for download from the SELC website.

**COLLECTION AND USE OF PERSONAL INFORMATION:** A copy of relevant pages in your passport may be required by SELC in regard to your enrolment. Photographs, videos and testimonials provided by you and/or taken by SELC may be used for marketing and promotion purposes. The information provided on this enrolment form, your academic results and/or attendance may be made available to parents, your agent, further studies institutions, our OSHC provider, Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code. In addition, SELC is required to inform DIAC about certain changes to a student's enrolment, and any breach by the student of a student visa condition relating to attendance or satisfactory academic performance.

**CHANGE OF ADDRESS:** Student visa holders are required to provide SELC with their current Australian address at all times. Every time you change your address you must tell SELC your new address.

**INDEMNITY DECLARATION:** The student, or, in the case of a student under the age of 18, the parent(s) or legal guardian(s) agree that SELC and its employees and agents, on accepting the enrolment and providing tuition shall not be held responsible and/or be under liability as far as permitted by the law of the Commonwealth of Australia and/or will not make any claim against them for the student's death, bodily injury, loss, damages and/or property damages which may be sustained by the student and/or which may be caused by the student in connection with or during the period of: a) his/her attendance at any premises owned, operated or controlled by SELC b) his attendance at any activity (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College or any activity of which SELC has any knowledge c) any accommodation whether short-term or long-term arranged for him/her by SELC; or in any way whatsoever during his/her association with SELC. On behalf of myself, my executors, administrators and assigned, I [the enrolled student or his/her parent(s) or legal guardian(s)] therefore hereby release SELC and/or its agents from loss, damage, death or injury from any actions, claims, demands which, if I had not entered into this Agreement, I might otherwise have been entitled to take or make in respect of any such loss, damage, death or injury and I hereby indemnify SELC and/or its employees, and/or agents against any such liability. Further, the student, or in the case of a student under the age of 18 the parent(s) or legal guardian(s) agrees to pay any direct or indirect costs incurred by the school in relation to these activities where a student attends and participates in excursions or activities (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of SELC or of which SELC has knowledge. When a student under 18 years of age is accepted for enrolment as a student at SELC the parent(s) or legal guardian(s) further consent and agree that SELC, at its absolute discretion, may when it considers it desirable and/or essential, seek and/or provide medical and/or dental and/or optical treatment for the student. In such cases costs whether direct or indirect will be met by the parent(s) or legal guardian(s). If SELC has been obliged to incur costs on behalf of the student in such circumstances the cost will be repaid to SELC by the parent(s) or legal guardian(s) on demand.

Please return to:

Sydney English Language Centre  
PO Box 1900, Bondi Junction NSW 1355 Australia

T: (61-2) 8305 5600  
F: (61-2) 9389 6977  
E: [info@selc.com.au](mailto:info@selc.com.au)  
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