

Enrolment Conditions of Acceptance

I affirm the information I have provided in my application and in this declaration is true and correct and that any false information provided may lead to the cancelation of my enrolment at any time. The College will notify government agencies of any change of my enrolment which may result in the cancelation of my student visa.

I understand and agree that information provided in this Student Agreement and collected during my enrolment is collected in order to meet the College's 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 me on this form and during my enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, to the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected on this form or during my enrolment can be disclosed without my consent where authorized or required by law

I understand and agree that before I can enrol in the Course/s, I must satisfy the conditions as outlined in my Letter of Offer. I understand and agree that I have the obligation to satisfy all of these conditions and if they are not fully satisfied on or before the date of the commencement of my Course, I cannot commence, and the College may, at its option, terminate my enrolment.

I agree to the College releasing personal information relevant to my application, visa documentation and initial Course enrolment to the College's overseas representatives whom I have authorized to act on my behalf and to the College's preferred OSHC provider.

I have read and understood the description of the Course/s, teaching and assessment methods, facilities, classroom equipment and learning resources as described in the student handbook and have exercised my independent judgment in enrolling in the Course/s. The College does not warrant that enrolment in or completion of the Course/s by me will enable me to obtain any particular employment or to remain in Australia upon completion of the Course/s

I understand that I must have sufficient funds to finance both my tuition fees and living expenses for the duration of my Course/s. I understand that tuition fee does not cover the costs of books, materials, field trips or living expenses unless otherwise specified.

I acknowledge that I have received information on the local environment in which I will be studying, including location of teaching site, accommodation and living costs.

I understand that I am responsible for all education and other living cost expenses of any person who accompanies me to Australia. I understand that all school aged dependents accompanying me to Australia must attend school and are required to pay full fees if they are enrolled in a government or non-government school.

I understand that the current approximate living cost in Australia is between 18,000 and 21,000 Australian Dollars per year.

Change of Provider and Cancellation of Enrolment

I understand and accept that:

- I am not eligible without the College's approval to transfer to another registered provider until I have completed six months of my Principle Course/s of study.
- If I have enrolled in only one course, that course is my Principle Course of study.
- If I have enrolled in and have CoEs for a packaged sequence of courses provided by ECA College and any of its associated registered provider partners, my Principle Course of study is the course with the highest Australian Qualifications Framework Level, even if that course is not provided by ECA College.
- Once I have completed six months of study in my Principle Course I will be eligible to transfer to another registered provider without a ECA College Release Letter.
- Before I have completed six months of study in my Principle Course I am not eligible to transfer from ECA College to another registered provider without a ECA College Release Letter.
- If I apply for release to transfer from a ECA College non-Principle course to another registered provider before I have completed six months of study in my Principle Course approval will not be granted and a Release Letter will not be issued if:
 1. I have not been granted approval to transfer from my Principle course; and/or
 2. The course to which I am seeking to transfer will provide a lower level Australian Qualifications Framework qualification than my Principle Course; and/or
 3. My Principle Course provider is registered for Streamlined Visa Processing, and the registered provider to which I am seeking to transfer is not registered for Streamlined Visa Processing; and/or
 4. The course to which I am seeking to transfer is provided by ECA College or one of its associated partners; and/or
 5. I have not exhausted opportunities for access to ECA College's student support services designed to help with personal and academic problems; and/or
 6. It is determined that such a transfer is not in my best interests.
- Approval for transfer to another registered provider will not be granted in the following circumstances:
 1. Claims of financial hardship.

2. Difficulty in finding suitable employment; and/or
3. Claims of accommodation and/or transport difficulties.

I understand and accept that my eCoE will be cancelled and I will not be eligible for a release letter if I:

- Provide fraudulent, forged or deliberately misleading documentation in any circumstances relating to my status as an international student.
- Fail to enrol by the required date without approved deferment, suspension or cancellation of my studies.
- Discontinue my studies without approved deferment, suspension or cancellation of my studies
- Fail to maintain satisfactory attendance.
- Fail to maintain satisfactory academic progress.
- Fail to maintain my scheduled fee payments; and/or Student Code of Conduct.
- Fail to adhere to the ECA College Student Code of Conduct.

I understand and accept that notification of cancellation of an eCoE does not constitute a Release Letter.

Attendance and Academic Performance

I understand and accept that:

- The continuation of my Course/s is dependent on my compliance with my student visa conditions which include satisfactory academic progress and attendance and payment of required tuition fees before the commencement of each teaching period.
- As an international student on a student visa I must a satisfactory academic performance throughout their course.
- If I fail to meet these requirements I will be issued with a warning letter followed by an Intention to Report notice and may be subsequently reported to DHA via PRISMS.
- It is my responsibility to seek assistance from the College teachers, counsellors and other support staff as soon as I experience difficulties with any aspect of my Course/s, and to attend learning support and/or counselling sessions if requested to do so.

I understand and accept that it is my responsibility to

- Attend the ECA College orientation and enrolment program on the Course commencement date indicated in the Offer Letter; and to
- Attend all Course related classes, information sessions, supervised study sessions and assessment sessions and undertake all assessments.

Change of Student Details.

I understand and accept that while I am enrolled at ECA College it is my responsibility to notify the College at least 7 days before I change my address, phone number, mobile phone number and/or email address. This is to ensure that any notification sent to me advising of visa breaches is sent to my current address.

Non-Commencement

I understand and accept that:

- I have to arrive at the College no later than the date listed in my Letter of Offer. If I am unable to arrive by that date I must contact the College for approval to arrive late and/or deferment of my enrolment, otherwise I may not be able to enrol on arrival at the College.
- If I fail to enrol within five working days of my course commencement date and have not applied for and been granted a Deferral of Enrolment ECA College will send me an Intention to Report Letter.
- If I fail to enrol within ten (10) working days of my course commencement date and have not applied for and been granted a Deferral of Enrolment ECA College will cancel my eCoE.
- If I cannot start my course on their commencement date due to visa delay or other unavoidable circumstances I will be permitted to start my course only when the timetable and class capacities permit, and I may be charged an administration fee of \$100 for a new eCoE for the new commencement date.

[We strongly recommend all the students to read the ESOS framework from the DET website before accepting this offer of a place and forwarding your fees. Please refer to <http://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/> for more information].

Fees and Charges

I understand and accept that:

- ECA College Pty Ltd has the right to increase tuition fees and charges from time-to-time without notice.
- Administrative fees may apply for some requests such as course deferment, change of course, accommodation placement, airport transfer, Recognition of Prior Learning, reissue of academic award, the late payment of fees.

[Information on tuition and administration fees and charges is available on the ECA College Pty Ltd website at www.ecacollege.nsw.edu.au and from ECA College Student Services.]

Refund Policy

ECA College (ECA) is committed to ensuring its policy and procedures comply with all legislative and regulatory requirements established under the:

- ESOS ACT, Regulations and National Code;
- TEQSA Registration and Re-Registration Standards (as applicable to ECA associated registered providers)
- Migration Act and Regulations.

International Student Refund Policy and Procedures

The ESOS National Code Part D, Standard 3.1.c requires that

The registered provider must enter into a written agreement with the student (which) must ... provide information in relation to refunds of course money

The policy applies to all ECA commencing and re-enrolling students and to students seeking to and withdrawing from a course or courses for which they have paid fees. It also applies to those students whose CoEs for courses for which they have paid fees are cancelled.

This policy applies to all tuition fees paid including those collected by education agents on behalf of ECA and its associated registered providers; plus, non-tuition Materials Fees and Overseas Students Health Cover fees.

Other non-tuition fees are excluded and thereby non-refundable. They are the Enrolment Fee, the CoE Processing Fee, the Change of Course Fee, and the Airport Pick-up Fee.

The statement should be read in relation to policies and procedures relating to: National Standard Code 10, Complaints and Appeals; and National Code Standard 9, Deferment, Suspension or Cancellation of Study During Enrolment in relation to Compassionate and Compelling Circumstances.

Neither this policy nor a student's right to submit internal and external (to the Overseas Students Ombudsman) complaints and appeals removes that student's right to take action under Australia's consumer protection laws.

Refund Policies

If an applicant accepts a place offered by ECA, pays the stipulated fees and signs the Acceptance Agreement, and is subsequently issued with a Confirmation of Enrolment (CoE), a binding contract has been created between the student and ECA.

Refunds and Visa Issues

If a student's visa application is rejected the student will be entitled to a Full Refund of Course Tuition Fees OR CoE Security Deposit Plus Non-Tuition Fees, minus the lesser of 5% of the amount of Course Fees received before the visa application refusal date or \$500.; and a Full Refund of the Overseas Student Health Cover Fee.

The student will need to notify ECA, apply for a refund of Fees and send a verified copy of the original visa rejection letter from the Australian Embassy/Consulate or Immigration Office.

ECA will process the application and refund the approved amount to the student.

If a student withdraws their visa application on request from ECA, the student will be entitled

to a Full Refund of Course Tuition Fees OR CoE Security Deposit Plus Non-Tuition

Fees, minus the lesser of 5% of the amount of Course Fees received before the visa application refusal date or \$500.; and a Full Refund of the Overseas Student Health Cover Fee.

The student will need apply for a refund of Fees, and ECA will process the application and refund the approved amount to the student.

If a student cannot start their course on time because the Visa Application processing is delayed by circumstances beyond the student's control ECA will defer the student's enrolment and provide documentation for the next commencement date if an Application for Deferral of Enrolment is submitted before the Census date with documentary evidence relating to the delay in visa processing.

ECA will provide no refund if the student fails to submit an application for deferral of enrolment by the required date.

If a student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions: there will be no refund of unspent tuition fees and materials fees for their current course and any subsequent package course for which tuition fees have been pre-paid.

Refunds and Provider Default

If ECA or one of its associated providers cancels a course for which it has issued a CoE and does not offer an equivalent alternative course the affected student will be entitled to a Full Refund of Course Tuition Fees or CoE Security Deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500.; and a Full Refund of the Overseas Student Health Cover Fee.

If ECA or one of its associated providers cancels a course for which it has issued a CoE, offers an alternative equivalent course at no extra cost to the student, and a student accepts that offer, the student will be issued with a LoO for the alternative course; and the pre-paid tuition fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from discontinued course to alternative course; and the student will be issued with a CoE for the equivalent alternative course.

ECA will notify the student of the default and offer the alternative course. Student will notify ECA of decision to accept the offer. ECA will issue a new LoO for the alternative course at no extra cost to student, and issue a CoE for that course upon transfer or payment of the fees.

If ECA or one of its associated providers cancels a course for which it has issued a CoE, offers an alternative equivalent course at no extra cost to the student, but a student rejects that offer and seeks a release to pursue an equivalent alternative courses with another provider, there will be no refund of unspent tuition fees for the student's current course nor of any pre-paid tuition fees for any subsequent courses in their course package, subject to Appeal.

Refunds and Student Withdrawal, Package Courses

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal before or after the commencement date of a course which is part of a package program, they are entitled to no refund of Course Tuition Fees or CoE security deposit, nor the Materials Fee for the course withdrawn from and any subsequent package courses; and a full refund of their Overseas Student Health Cover Fee if the cancellation/withdrawal is before the course commencement date.

The student will submit their Discontinuation/Withdrawal Application and Refund Application, and ECA will process application and complete all processing and reporting of cancellation.

If a student's CoE is cancelled for a breach of their student visa conditions, conditions of enrolment and/or National Code

Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.), they are entitled to no refund of Course Tuition Fees or CoE security deposit, nor the Materials Fee for the course withdrawn from and any subsequent package courses; and no refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, they are entitled to a full refund of Tuition Fees OR CoE Security Deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500, if the withdrawal is before course start date; or a part refund of Unspent Tuition Fees for current course at time of withdrawal, if the withdrawal is after the commencement date of their initial package course).

The student will receive a full refund of their Overseas Student Health Cover Fee if they withdraw before the commencement date of their first package courses; or no refund of their Overseas Student Health Cover Fee if they withdraw after the commencement date of their first package course.

Refunds and Student Withdrawal, Non-package Courses

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 8 weeks (56 days) before the commencement date of their non-package course, they are entitled to a full refund of their pre-paid course tuition fees or CoE Security Deposit plus Enrolment and Materials Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a full refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date of their non-package course, they are entitled to a 75% refund of their pre-paid course tuition fees or CoE Security Deposit plus Enrolment and Materials Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a full refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date of their non-package course, they are entitled to a 50% refund of their pre-paid course tuition fees or CoE Security Deposit plus Enrolment and Materials Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a full refund of their Overseas Student Health Cover Fee.

If a student cannot start their course on time because the Visa Application processing is delayed by circumstances beyond the student's control: ECA will defer the student's enrolment and provide a new CoE for the next commencement date if an Application for Deferral of Enrolment is submitted before the Census date with documentary evidence relating to the delay in visa processing. ECA will provide no refund if the student fails to submit an application for deferral of enrolment by the required date.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal less than 2 weeks (14 days) before, or after the commencement date of their non-package course, they are entitled to no refund of their pre-paid course tuition fees or CoE Security Deposit and Materials Fee a full refund of their Overseas Student Health Cover Fee if cancellation is before the official commencement date; or no refund of their Overseas Student Health Cover Fee if cancellation is after the official commencement date.

If a student's CoE is cancelled as a result of a breach of student visa conditions, conditions of enrolment and/or National Code Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.), they are entitled to no refund of their pre-paid course tuition fees or CoE Security Deposit and Materials Fee; and no refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, they are entitled to a full refund of Tuition Fees OR CoE Security Deposit for the cancelled course plus associated non-tuition fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500, if the withdrawal is before course start date.

If the withdrawal is after the course commencement date, the student is entitled to a part refund, being the Unspent Tuition Fees at time of withdrawal, a full refund of their Overseas Student Health Cover Fee if they withdraw before their course commencement date; or no refund of their Overseas Student Health Cover Fee if they withdraw after their course commencement date.

Accommodation Refunds

If a student cancels their accommodation more than two weeks (14 days) before their arrival date they are entitled to a full refund of their pre-paid rent for both Homestay and CossyStay accommodation.

If a student cancels their accommodation more than two days (48 hours) but less than two weeks (14 days) before their arrival date they are entitled to: a part refund of their pre-paid Homestay rent (they forfeit their Placement Fee and 2 weeks rent); and a part refund of their CossyStay rent (they forfeit \$350.00).

If a student cancels their accommodation less than 2 days (48 hours) before their arrival date they are not entitled to any refund. (They forfeit all their pre-paid rent).

OSHC Refunds

If a student cancels or withdraws from a course after the commencement date they may submit a refund application directly to the OSCH fund.

Agents' Fee Refunds

Agents will forfeit all rights to Agent Commission payment for courses students fail to commence.

Refund Procedures

On-shore students may apply for a refund by completing and submitting on-line an ECA Refund/Withdrawal Form.

If the applicant is enrolled in a package course the application for withdrawal will be transferred to the provider of the student's Principal Course for determination: If the Principal Course provider's determination is in the negative the application for withdrawal from the ECA feeder courses will similarly be rejected and the student will be notified, such notification including advice relating to the right to and mode of submitting an Internal Appeal.

If the Principal Course Provider's determination is to approve withdrawal, the application for withdrawal from the ECA feeder courses will be approved and the student will be informed.

Applications for withdrawal from the ECA courses and refunds will be processed within two weeks (ten working days) and, if successful, progressed with recommendations to the Accounts Manager for determination of the refund application.

Applications may be made for the refund of fees and charges on the ground of exceptional circumstances which provide compassionate and compelling reasons for withdrawal from a course. Such applications will be considered on a case by case basis.

All Applications for a Refund will be determined by the Accounts Manager and will normally be processed within twenty working days (four weeks) of the Application being made. Where this is not possible the student will be informed.

On determination of the application the student will be informed in writing and, if the determination rejects a full refund, information will be provided informing the student of their right to make an Internal Appeal against the decision and the means of submitting such an appeal.

All Approved Refunds will be paid within two weeks (10 working days) of their being approved.

If a student is not satisfied with the outcome of an application for a refund of fees, the student may appeal within 20 working days (four weeks) by submitting a completed Student Appeal Form with full supporting documentation to the Accounts Manager. All Internal Appeals relating to the refund of fees, will normally be processed by the Accounts Manager within twenty working days (four weeks) of the Appeal being made. Where this is not possible the student will be informed.

On determination of an Internal Appeal the student will be informed in writing and, if the determination rejects the Internal Appeal, the student will be informed of their right to, and the means of submitting an External Appeal to the Overseas Student Ombudsman.

Refunds will be made in Australian dollars and the College reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded. Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the tuition fees.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

ECA REFUNDS POLICY, PROCEDURES AND ACTIONS: Student Guide

Schedule A, Visa Issues: Visa Application Rejection or Processing Delay; Visa Cancellation or Breach; Change of Visa Status

Situation	Refund
Student's visa application is rejected. (We will need to sight a verified letter from the Australian Embassy/Consulate rejecting the application).	Full Refund: Tuition Fees * for cancelled course/s Full Refund: OSHC Fee.
Student withdraws their visa application on request from ECA.	Full Refund: Tuition Fees* for cancelled course/s Full Refund: OSHC Fee.
Student cannot start their course on time because the Visa Application processing is delayed by circumstances beyond the student's control.	No Refund: ECA will defer enrolment and provide new documentation for the next Commencement Date if Application for Deferral of Enrolment is submitted.
Student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions.	No Refund of Unspent Tuition and Materials Fees for current course and any subsequent package course for which fees have been pre-paid. No Refund: OSHC Fee.

Schedule B. Provider Default: ECA College Fails to Start the Agreed Course or is Unable to Deliver it in Full

Situation	Refund
ECA cancels a course and does not offer an equivalent alternative course at no extra cost.	Full Refund: Tuition Fees * Full Refund: OSHC Fee.
ECA Cancels the Agreed Course but offers an alternative equivalent course at no extra cost to the student. Student chooses to Accept the offer of the alternative course.	No Refund: Student issued LoO for the alternative course. The prepaid tuition fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from discontinued course to alternative course. Student issued CoE for the equivalent alternative course.
ECA Cancels the Agreed Course but offers an equivalent alternative course at no extra cost to the student. Student Rejects Offer. Student chooses to pursue an alternative course with another provider.	No Refund of Unspent Tuition Fees for current course and any subsequent package course for which fees have been pre-paid, subject to Appeal.

Schedule C, Student Default: Course Withdrawal/Release Package Program Courses

Situation	Refund
Cancellation/Withdrawal before or after the Commencement Date of a course which is part of a package program.	No Refund: Paid Course Tuition and Non-Tuition Fees for the course withdrawn from and any subsequent package courses. Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.
Cancellation of CoE and Reporting for breach of student visa conditions, conditions of enrolment and/or National Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.)	No Refund: Paid Course Tuition and Non-Tuition Fees for the course withdrawn from and any subsequent package courses. No Refund: OSHC Fee.

<p>Cancellation/Withdrawal due to demonstrated Compassionate and/or Compelling Circumstances, and approved by ECA.</p>	<p>Full Refund (if withdrawal is before course start date): Tuition Fees *</p> <p>Part Refund: Unspent Tuition Fees for current course at time of withdrawal if withdrawal is after course commencement date. Full Refund: OSHC Fee if withdrawal is before course commencement date.</p> <p>No Refund: OSHC Fee if withdrawal is after course commencement date.</p>
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Schedule D, Student Default: Course Withdrawal/Release Non-Package Courses

Situation	Refund
<p>Cancellation/Withdrawal more than 8 weeks (56 days) before the commencement date for a non-package course CoE.</p>	<p>Full Refund: Tuition Fees * Full Refund: OSHC Fee.</p>
<p>Cancellation/Withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date for a nonpackage course CoE.</p>	<p>75% Refund: Tuition Fees *</p> <p>Full Refund: Materials Fee and OSHC Fee.</p>
<p>Cancellation/Withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date for a nonpackage course CoE.</p>	<p>50% Refund: Tuition Fees *</p> <p>Full Refund: Materials Fee and OSHC Fee.</p>
<p>Cancellation/Withdrawal less than 2 weeks (14 days) before initial course start date or after the official course commencement date.</p>	<p>No Refund: Tuition Fees OR CoE Security Deposit & Materials Fee</p> <p>Full Refund: OSHC Fee if cancellation is before official commencement date.</p> <p>No Refund: OSHC Fee if cancellation is after official commencement date.</p>
<p>Cancellation of CoE and Reporting for breach of student visa conditions, conditions of enrolment and/or National Code Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.)</p>	<p>No Refund: Tuition Fees OR CoE Security Deposit & Materials Fee. No Refund: OSHC Fee.</p>

<p>Cancellation/Withdrawal due to demonstrated Compassionate and/or Compelling Circumstances.</p>	<p>Full Refund (if withdrawal is before course commencement date): Tuition Fees *</p> <p>Part Refund (if withdrawal is after course commencement date): Unspent Tuition Fees for course at time of withdrawal, Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.</p>
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Schedule E, Accommodation Problems

Situation	Refund
Cancellation more than 2 weeks (10 working days) before student's arrival date.	Full Refund: Pre-paid rent for Homestay and CozyStay.
Cancellation from 2 days (48 hours) to 2 weeks before student's arrival date.	Part Refund: Homestay forfeits Placement Fee and 2 weeks Rent. Part Refund: CozyStay: forfeits \$350.00.
Cancellation less than 48 hours before or after student's arrival date.	No Refund.

* Tuition Fees OR CoE Security Deposit plus Enrolment and Materials Fees for the cancelled course/s minus the lesser of 5% of the amount of Course Fees received before the default date or \$500.

Compassionate and Compelling Circumstances

Compassionate and Compelling Circumstances are situations which are generally beyond the control of the student and which have an adverse impact on the student's capacity and/or ability to: commence their course on the scheduled start date, but within two weeks of that date; or to attend scheduled classes for a significant period of time during the enrolment period.

Such circumstances include, but are not limited to: Inability to begin studying at the scheduled date due to the late issue of a student's visa and consequent delay in travel to Australia; serious illness or injury, where a verified medical certificate states that the student was unable to attend on the commencement date and/or for a significant time through the course; bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided); the student recently giving birth or a student's partner recently giving birth, thus preventing commencement on the published start date or attendance for some time through the course (with supporting documentation); major political upheaval or natural disaster in the home country preventing their departure for Australia, or requiring their emergency travel to their home country; and a traumatic experience.

All applications for special leave must be supported by documentary evidence which will vary with regard to the specific circumstances, but could include: relevant DHA visa documents; relevant travel documents; relevant media reports relating to a natural disaster impacting on a student's area of residence; a relevant medical, Death or birth Certificate; a police incident report; a social worker's report; and/or a psychologist's report.

Certificates not written in English must be translated into English by approved NAATI translators.

ECA College Student Code of Conduct

ECA College is based on the principles of equity, mutual respect and shared responsibility, and prides itself on the diversity of its students and staff. ECA College expects students to understand and meet these basic principles of behaviour.

To assist in meeting these objectives ECA College has established clear standards for student's interpersonal and academic conduct.

Anti-Discrimination and Equal Opportunity

ECA College is committed to ensuring that all students have equal opportunities and are free from discrimination on any of the following grounds: race, colour, nationality, ethnic or ethno-religious background, gender, religious beliefs, age, marital status, pregnancy, sexual orientation and/or disability.

In ensuring that these objectives are met ECA College is guided by the Commonwealth (Australian) anti-discrimination legislation, the Australian Human Rights and Equal Opportunity Commission, New South Wales anti-discrimination and the Anti-Discrimination Board of NSW.

These commitments apply equally to all ECA College staff and students, and we all have a responsibility to treat everyone else fairly and without discrimination.

The ECA College National Principal and/or Course Coordinators are responsible for ECA College compliance and for ensuring these commitments are met, and investigating any examples of unfair and discriminatory behaviour, and any complaints about unfair or discriminatory behaviour.

If you believe that you have been discriminated against and treated unfairly you should first try to resolve the problem informally, but if this fails you are encouraged to make a formal complaint by filling in the ECA College Student Complaint Form.

Privacy and Use of personal information

During your application and enrolment ECA College collected personal and health information, such as academic history, financial and other personal details, in order to meet our obligations under the ESOS Act and the National Code 2018; and to ensure that students comply with the conditions of their visas and their obligations under Australian immigration laws generally.

ECA College has to ensure compliance with relevant Commonwealth (Australian) and New South Wales Privacy legislation, especially the Privacy and Personal Information Protection Act 1998 (PPIP Act).

ECA College and Education Centre of Australia acts to ensure that this personal information is protected against loss, unauthorised access, use, modification or disclosure, other misuse, as required by law and generally accepted industry standards. However, no system is 100% secure and to the extent permitted by law, ECA College exclude any liability in contract, tort or otherwise for any security breach.

The privacy laws and regulations laws of Australia and New South Wales require and authorise ECA College to provide certain information to the Australian Government, designated authorities and the TPS. In certain identified instances the laws require and/or authorise the disclosure of information collected on your Application Form or during your enrolment without your consent.

ECA College may engage other companies to provide services, such as an offshore cloud-based electronic storage service, and those companies may require access to personal information to perform the service. It should be noted that when such disclosures are made to entities located outside Australia they are not required to comply with Australian privacy laws.

ECA College staff at times may require access to students' personal information. Such access will be restricted to those staff who need the information in order to carry out their responsibilities in the personal and/or academic interests of students.

If a student is alleged to have committed an offence, ECA College may be requested to assist the police or other authorized persons by providing personal information about that student for enforcement of the law.

In a situation where disclosure of your personal information is necessary to prevent or lessen a serious and or imminent threat to your life or health or the life or health of another person, the disclosure of information will be approved by the Principal Executive Officer of ECA.

ECA College will not release any information it holds about students aged 18 years and over to other parties, even to parents or close relatives, without securing prior permission from the student.

You are required to contact us if your personal and contact details change, or if you believe the information we have about you is not accurate.

You may seek access to personal and health information held by ECA College by contacting the Student Services office. Formal access applications under the Freedom of Information (FOI) Act can be made to the ECA College's National Principal.

ECA College takes all reasonable steps to destroy hard copies of personal information that are no longer required, and destruction of personal information is undertaken by secured means.

Interpersonal Conduct

Students are required to:

- Maintain the self-confidence and esteem of others.
- Preserve your own dignity, self-respect and confidence.
- Act with honesty and integrity.
- Be considerate, polite and courteous.
- Take responsibility for your actions.
- Treat others with dignity and respect at all times, and especially when there is disagreement.
- Treat others fairly and without discrimination, regardless of their race, ancestry, place of origin, colour, ethnicity, citizenship, religion, gender, sexual orientation, age or disability.
- Respect the rights of others and protect your own rights.
- Respect differences in people, their ideas and opinions.
- Respect the privacy and confidentiality of staff and students.
- Take appropriate measures to help those in need.
- Refrain from harassment (sexual, racial, religious, etc.).
- Refrain from bullying.
- Refrain from abusive, threatening language.
- Show proper care and regard for the property of others, ECA College.
- Refrain from bringing anything to school that may compromise the safety of others.
- Adhere to required dress and safety standards.
- Have your student ID card with you at all times in the college.
- Show your student ID card when asked by ECA College staff members.
- Respect the restrictions on consuming food and drinks in classrooms.
- The laws of New South Wales do not permit smoking indoors, and there are severe limits on smoking outside the building foyer and forecourt. These public health restrictions must be observed.

Academic Conduct

Students are required to:

- Respect the need of others to work in an environment of learning and teaching.
- It is polite to speak English in areas where you are around people of different nationalities, especially during classes.
- Come to school prepared, on time and ready to learn.
- Turn off mobile phones during classes and assessments.

- Attend and Leave classes at the scheduled times or with the permission of your trainer/assessor.
- Refrain from disruptive behaviour during class or in an assessment activity.
- Give all class members the opportunity to listen in a quiet, non-disruptive environment.
- Do not come to class under the influence of drugs (prohibited substances) or alcohol.
- Bring all resources and equipment required to complete learning and assessment.
- Follow trainer/assessor instructions at all times, especially during assessment activities.
- Complete assessment activities within the time frame given.
- Provide factual and honest information in connection with course progress and enrolment.
- Refrain from copying or plagiarizing in assessment activities.
- Refrain from talking to other students during the assessment events where it is not permitted by the assessor.
- Do not submit someone else's work as your own.
- Do not allow others to copy from your work where this is not allowed.
- Refrain from using your mobile phone during an assessment event.
- Attend all the scheduled assessment activities unless you have legitimate medical or compassionate and compelling reasons.

Authorities, Procedures and Penalties

ECA College Staff, Trainers and Assessor may ask student(s) to leave a class and/or building where it is deemed necessary in relation to with any breaches outlined above. Students may be reported to and/or taken to the Course Coordinator, National Principal or Campus Director.

The National Principal and/or a Course Coordinator will investigate alleged breaches of the ECA College Student Code of Conduct. If sufficiently proved, and depending on the nature and seriousness of the breach, the National Principal will at his/her discretion decide the consequences of or punishment for the breach. The consequences may include, but not be limited to:

- Being placed on ECA College probation;
- Temporary exclusion from classes;
- Failure of a Unit for repeated instances of copying and plagiarizing in that Unit's assessments;
- Temporary Suspension of enrolment;
- Cancellation of enrolment;
- Reporting to the relevant educational and/or immigration authorities;
- Referral to the PEO; and/or
- Referral to the police for further action.

Suspension or Cancellation of Student Enrolment: Severe Breach of Student Code of Conduct

Severe breaches of the Student Code of Conduct may result in a student's temporary exclusion from classes, or temporary suspension or cancellation of enrolment and notification of the appropriate authorities by entry on PRISMS.

If it is decided that a student's enrolment should be either suspended or cancelled, the student will be notified in writing, informed of the reasons for the intended action, and informed of their right to enter both the Internal and External Appeal processes. A student will not have their enrolment suspended or cancelled until any Appeals processes initiated by the student are resolved in favour of ECA College. Students may be suspended from classes for the period of any Appeals processes entered by a student.

Severe breaches of the code of conduct include, but are not limited to:

- Physical assault and/or threatening to inflict serious bodily harm.
- Bullying.
- Any form of abuse and/or harassment (sexual, racial, etc.).
- Threatening or intimidating staff or students.
- Directing inappropriate or disrespectful language at any ECA College staff member.
- Obstructing any staff in performing their duties.
- Acts of vandalism.
- Being in the possession of, or under the influence of illegal drugs, or under the influence of alcohol.
- Contravening federal, state or local law.
- Breaking the Academic Code of Conduct (see above)
- Soliciting students or staff for the purpose of personal gain.
- Accompanying unauthorized person(s) onto the college premises.
- Compromising the privacy and confidentiality of others.
- Refusing to leave the class when asked to do so by a trainer/assessor.
- Failing to comply with student visa requirements (including poor attendance, lack of academic progress) and failing to respond positively to academic counselling and intervention strategies.

Reporting to the Police

Police will be involved in the following cases:

- Possession of a weapon, including, but not limited to firearms.
- Use of a weapon to cause bodily harm, or to threaten serious harm.
- Trafficking in drugs or weapons.
- Robbery.
- Acts of vandalism causing extensive damage to school property or property located on school premises.
- Physical assault causing bodily harm requiring professional medical treatment.
- Sexual assault.
- Racial, ethnic and/or religious abuse and harassment.

Overseas Student Health Cover (OSHC)

I understand and accept that:

- I am required to have Health Insurance while studying in Australia; and that
- I must provide proof of payment to the Overseas Student Health Cover scheme before I can be issued with a student visa is issued.

[The College will arrange to transfer this fee on your behalf and issue the relevant documentation. For further information please refer to www.OSHCallianzassistance.com.au]

Course Credit Transfer

I understand that:

- Students may apply for Course Credit transfer for whole competency units (subjects), to a maximum of 25% of course content, on the basis of previous learning, work and life experience.
- ECA College recognizes Australian Qualification Framework course qualifications and statements of attainment issued by any other Registered Training Organisations; and that
- Students may apply under national recognition for exemptions on the basis of having previously attained a competent result for competency units (subjects) listed in the ECA College course profiles to a maximum of 25% of course content.

I understand and accept that if the granting of Exemptions and RPL causes any shortening of course duration, this will be reported to DHA via PRISMS. [A course credit processing fee may be charged for each competency unit for which a student applies for exemption.]

Replacements

I understand and accept that the College charges an administration fee of:

- \$83 for the re-issuance of an eCoE and
- \$50.00 for the re-issuance of qualification documents (certificate award, transcripts, completion letter).

Course Transfer

I understand and accept that there is an administration fee of:

- \$83.00 for an eCoE extension; and that the College may impose a fee of

Late Fees

I understand and accept that penalty charges are imposed for late payment of fees, and that the time-line and procedures relating to this are as follows:

- Two (2) weeks prior to due date – the College sends a "fees are due reminder letter"
- After 15 working days due date – the College sends a "Fees Overdue Warning Letter"
- After a month of due date– the College sends a "Non-Financial Intention to Report Letter" (and with provision for Appeal)

I understand and accept that ECA College will cancel my eCoE, report this to the Department of Immigration and Border Protection (DHA) and inform me of these actions by letter:

- If I do not lodge an Appeal against being reported within 20 working days of the College sending a sending "Non-Financial Intention to Report Letter" and I fail to pay my overdue fees
- If I lodge an Appeal against being reported and the appeal process ends in a finding against me; or
- If I lodge an Appeal against being reported and then withdraw from the appeal process before it is completed.

Complaints and Appeals

I understand and that I have an entitlement to make internal and external complaints about facilities, behavioural and academic matters and to make internal and external appeals against decisions relating to academic and administrative matters, outcomes of complaints, and disciplinary matters. I understand that if I want to lodge an external appeal I can do so with the Overseas Student Ombudsman. The Overseas Students Ombudsman is free and independent. Find out more at www.oso.gov.au or phone 1300 362 072.]

Visa and Visa Subclass Conditions

I understand and accept that Australian student visas have a number of conditions and requirements, and that the holder of a student visa must:

- Depart Australia on the expiry of the student visa (or other valid visa).
- Satisfy course requirements and maintain a valid enrolment.
- Not work more than 40 hours a fortnight while my course is in session (and work for longer during holiday breaks)
- Maintain adequate arrangements for health insurance while in Australia; and must
- Ensure that the College has your current Australian residential address and contact details for the duration of your studies.

ECA College Obligations

I understand that ECA College:

- Shall use its reasonable efforts to provide the Course/s as advertised but may at its sole discretion alter any part of the Course/s, and may postpone or cancel the Course/s.
- Does not guarantee that every course will be offered in any particular teaching period. Courses offered in any teaching period are subject to change by the College from time to time.
- Is obliged to notify Government agencies of any change to a student enrolment.