ELC TERMS and CONDITIONS

By accepting the Offer that Macquarie University English Language Centre (ELC), or its business partners have made on behalf of the ELC, the student (or where applicable a parent/guardian who signs the contract) agrees to adhere to these Terms and Conditions:

Enrolment
- Students agree to pay the ELC the appropriate fee as stated in the Offer Letter before the commencement of the program. Students will not be allowed to commence their course until all owed fees are paid.
- Should the study period on the Offer Letter exceed 25 weeks, the student is required to pay 50% of the total tuition fees within 14 days of the date on the Offer Letter. The remaining 50% of the student’s total tuition fees must be paid within 2 weeks of the commencement of the second half of the total tuition period. These payment dates will be specified on the Offer Letter.
- Unpaid fees will result in the automatic cancellation of a student’s enrolment at the end of any unsuccessful appeals process. As international students are required to demonstrate to DIBP sufficient funds to cover their studies in Australia, financial hardship is not considered grounds for appeal.
- Students agree to accept the rules and regulations as set out below and on the website elc.mq.edu.au.
- It is compulsory for students to attend the Orientation Day. If students cannot arrive by this date, they must notify Admissions at elc.admissions@mq.edu.au or fax +61 2 9850 8129 of their intended start date.
- When a student has not commenced within 14 days of the expected commencement date the Confirmation of Enrolment (CoE) will be cancelled.
- Deferrals will result in new offers being made at the fee level applicable to the time the student intends to recommence his/her study.

Satisfactory Attendance
Students are advised that classes run for 4 hours per weekday (Monday to Friday) and may be held either in the morning or afternoon. Total amount of class time is 20 hours per week.

Students on student visas are required by law to attend 80% or more of their classes. Failure to maintain satisfactory attendance may result in cancellation of the student visa.

Student Welfare
- Students authorise the ELC to seek emergency medical treatment if required. Students agree to indemnify the ELC against any costs, loss or damage or injury that may result.
- Students are responsible for their own equipment and personal belongings including laptop computers. Students agree to indemnify the ELC against any liability for loss or damage to such items.
- Parents/guardians of students under 18 years of age consent to students’ unsupervised use of the internet. The ELC takes no responsibility for the material that may be viewed.
- Parents/guardians of students under 18 years of age consent to students participating in excursions and activities related to the educational and social programs at the ELC.

Notification of Change of Address
Please note that International Students must notify the ELC of their postal/residential address in Australia within 7 days of arriving. All students, while enrolled at the centre, must also notify the ELC of any change of address within 7 days of the change.

Variation to course
Students acknowledge and agree that the ELC has the right to vary programs including their content, structure, entry requirements (including score conversions) and graduation requirements from time to time.

Consumer Protection
This agreement does not remove a student’s right to take further action under Australia’s Consumer Protection Law.

REFUND POLICY

1. Purpose
To act as a guide for students and staff as to refund and transfer entitlements and to comply with Standard 3 of the National Code 2007.

2. Policy
2.1 A request for refund must be made in writing 28 days before commencement of the enrolment. In this case, all fees will be refunded, less the non-refundable enrolment fee and commission if applicable.
2.2 Where a student withdraws from a course less than 28 days before the commencement date, a cancellation fee of 25% of tuition fees will be charged.
2.3 No refunds will be granted after a course has commenced.
2.4 In the case of visa rejection, a refund will be paid when students notify the ELC in writing within 28 days and submit the visa rejection letter from the Department of Immigration and Border Protection.
2.5 All refunds approved (except provider default) will be paid within 6 weeks of receiving a complete written request from the student with all supporting documentation.
2.6 Where a course is cancelled at any time after payment of fees, the student has the right to choose whether to accept a full refund or a place in another, similar course.
2.7 Where ELC defaults by failing to provide the course, Access Macquarie Limited will calculate the amount to be refunded in accordance with the ESOS (calculation of unspent pre-paid fees – provider default) Determination 2012 (No. 1). The ELC will refund any unspent pre-paid tuition fees within 14 days of being unable to provide the course.
2.8 Where a student has a package offer with Macquarie University or SIBT and meets the English language entry requirements of their original destination program early, a refund for any unused fees will be transferred to the student’s account at Macquarie University or SIBT. Such refunds date from the day the student provides evidence of the revised English language level.
2.9 Where an enrolled student is granted permission to defer his/her studies, the fees from any remaining weeks of tuition may be held for a period of one calendar year from the date of written application. The student or agent must notify the ELC in advance of the student’s intended return date. The student must use the remaining weeks in one continuous period of study. If the student chooses not to resume his/her enrolment within the allocated time, all fees will be forfeited.
2.10 Once a student has deferred his or her studies, no refund will be granted if that student, subsequent to the date of deferral, reaches the English language entry requirement of Macquarie University or SIBT program in which he/she originally enrolled.
2.11 A student may appeal in writing to the Managing Director of Access Macquarie Ltd in the event of a dispute over fee refund or any other matter that cannot be settled through consultation with Administration and/or the Head of Centre for the ELC. If the appeal is not upheld the student may appeal to the Ombudsman. ombudsman.gov.au
2.12 This policy 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.
2.13 All refunds will be paid less commission if commission has already been paid to an agent or institution. In the case where a refund has been paid the student will need to apply to the agent or institution for the commission refund.
2.14 The Managing Director of Access Macquarie Ltd, and Head of Centre for the ELC, has absolute discretion to determine whether an application for a refund or transfer of fees will be approved.

Procedure
- To apply for a refund, a student who hasn’t commenced his/her course must contact the Admissions Team elc.admissions@mq.edu.au. A student who has already started their course must contact the Student Advisors.
- Where the student has a package offer with Macquarie University or SIBT the student will need to seek separate advice from those providers where any transfer or change in study plans may impact on any current CoE.

PRIVACY STATEMENT
Access Macquarie Ltd has collected “personal information” from you. The purpose of collecting this information is to:
- Process the application for enrolment
- Monitor and maintain a record of academic achievement (including all information arising for the investigations of misconduct)
- Plan the provision of educational courses
- Monitor and enhance the provision of educational courses
- Maintain contact with graduates

The intended recipients of the information are:
- Data service providers engaged by the company from time to time
- Any other body which forms part of the company
- Macquarie University
- OSHC Worlcare
- Any other educational Institution, including SIBT to which the student may apply to do a course and any related entities of the company for the purpose of delivery of the services.

In addition, Access Macquarie Ltd may disclose the information to the Department of Immigration and Border Protection (DIBP) as stated in the National Code 2007 or the ESOS Act 2000. Information collected about a student during the student’s enrolment can be provided, to the Australian Government and designated authorities without the student’s consent where authorised or required by law. In certain circumstances and with the permission of a student, information may be supplied to a funding body.

Variations to Terms and Conditions
Access Macquarie Ltd reserves the right to vary the Terms and Conditions at any time.