



Student Agreements and Refund Conditions Policy and Procedure

Purpose:

SELC student agreements and refund conditions policy, is designed to ensure that student agreements, fees and refund requests are managed to comply with the requirements of Standards 3 of the National Code of Practice 2018 and Tuition Protection Services.

Requirements:

1. SELC provides the following fee information to students prior to enrolment:
 - the total amount of all fees, including tuition fees, enrolment fees, resource fees and any other charges;
 - payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
 - the nature of the guarantee given by SELC to complete training and assessment, once the student has commenced study in their chosen qualification or course;
 - the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed not yet competent, on completion of training and assessment;
 - the student deemed not yet competent must repeat entire term to attain qualification; and
 - SELC's refund policy
2. SELC collects student fees in advance and complies with the requirements of the Tuition Protection Services. Refer to SELC Policy for Tuition Protection Services.

Standard 3 National Code of Practice Requirements:

1. SELC has written agreements between SELC and students, which set out the services to be provided, fees payable and information in relation to refunds of course money.
2. The SELC Letter of Offer/Agreement:
 - identifies the course or courses in which the student is to be enrolled and any conditions of enrolment
 - provides an itemised list of course money (both tuition and non-tuition fees), payable by the student
 - provides information in relation to refund conditions of course money
 - identifies the circumstances in which personal information may be shared between SELC and the Australian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach of a student visa condition
 - advises students of their obligation to notify SELC of change of contact details while enrolled in a course at SELC
3. SELC includes in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and provider default:
 - amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of SELC)
 - processes for claiming a refund
 - a plain English explanation of what happens, in the event of a course not being delivered, and

- states that “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”.

Course Requirements and Payment:

1. Prospective students must provide evidence of educational entry requirements and 5.5 IELTS or equivalent (where applicable) to commence the course
2. Students must complete a minimum of 6 months of the principal course, as stated in this agreement before applying to transfer to another provider;
3. If the student has nominated an authorised agent, SELC Australia will honour that agent until the completion of the enrolled course;
4. Students must pay the enrolment fee, first tuition instalment and resource fees in full prior to commencement
5. Students must pay the full tuition fee instalment for each 10 weeks delivery in advance;
6. In the case where instalment payments are indicated as the preferred option, SELC will invoice for subsequent payments which are payable one week before commencement of the 10 week delivery period or defined as the next term
7. A Late Fee of 10% will be applied for all payments received after the published due date for instalments
8. Non financial students will not be included on the class attendance sheet until outstanding fees have been paid
9. Student’s enrolment can be cancelled, due to unsatisfactory academic progress, non-attendance, academic misconduct or non-academic misconduct.

Terms and Conditions

1. After the applicant is offered a place in a course and signs this SELC Offer & Acceptance Form, a binding contract is made between the student and SELC Australia. The contract is governed by the laws of the Commonwealth of Australia and the State of New South Wales.
2. All students will not be permitted to commence or continue their course, until all fees or charges are paid. All fees are payable one week before course commencement, however to be eligible for acceptance into a place in a course, payment should be made when returning the signed Acceptance Form to SELC.
3. Provision has been made to protect payments received in advance by students, as stated under the conditions of TPS. All course fees will be deposited into the SELC Student Fees Account. When the student commences their course, SELC will withdraw these funds from the Student Fees Account.
4. In the case where a student has accepted and paid fees for a conditional offer for a place in a SELC vocational course evidence of a student’s English level to meet the requirements of that course, must be provided in advance of the course start date otherwise, SELC reserves the right to defer the students start date until the next available course intake.

Refund Policy VET taken from SELC Terms and Conditions:

REFUND AND CANCELLATION POLICY: All refund and cancellation must be requested by completing a SELC official request form. The refund request form can be obtained at reception or by email – info@selc.com.au. Your enrolment can be one single course or multiple courses (package of courses).

1. Enrolment fee is not refundable except in the case of visa application refusal, prior to course commencement, see point 2.
2. If your visa application is refused, your course fees will be refunded as per the table below within 4 weeks. SELC requires official confirmation from the Australian Immigration Authorities that you are unable to obtain a visa.

Before your enrolment begins	After your enrolment begins
Pre-paid course fees are refundable excluding 5% (up to a maximum amount of \$500) of the total amount received by SELC.	Non-tuition fees are not refundable except accommodation fees (see point 22 and 23). Any remaining unspent tuition fees are refundable from the official visa rejection day (default day).

3. If you cancel your enrolment 28 days or more before the course begins, all pre-paid tuition fees will be refunded within 4 weeks. Enrolment and/or Accommodation Placement fees (or the equivalent of the full advertised amount) will be retained by SELC.
4. If you cancel your enrolment less than 28 days before the course begins, 70% of the pre-paid tuition fees will be refunded within 4 weeks. Material, Enrolment and/or Accommodation Placement fees (or the equivalent amount) will be retained by SELC.
5. If you cancel your enrolment on or after your start date, all pre-paid course fees are not refundable, except accommodation fees (see point 22 and 23).
6. If you change the start date of your enrolment, the cancellation policy will apply from your original start date, not the new start date.
7. If a tuition deposit is paid instead of the full first instalment of tuition, this deposit is non-refundable except in the case of visa refusal (see point 2) or provider default (point 15).
8. SELC is under no obligation to grant a release, if the requested transfer of enrolment to another provider is within 6 months from your principal course commencement date at SELC. All advertised cancellation fees must be paid in full. In the case of an approved release prior to 6 months, students must pay an extra release fee of \$500.
9. If SELC judges that your English level is not appropriate for your enrolled course, SELC has the right to postpone your enrolment, until you meet the required English level for the course. You may enrol into one of SELC's English programs (at additional cost) or with another ELICOS provider. It's your own responsibility to check with DHA for your visa.
10. In the case of your expulsion from the school, there will be no refund of course fees.
11. If you enrol through a SELC agent, the refund may be paid through that agent.
12. Refunds will always be processed using the same payment method as originally received.
13. Course fees are not transferable to another person.
14. No refunds will be made for classes missed due to exams, excursions, internships or other obligations, that fall outside the normal schedule of classes.
15. If for any reason SELC is unable to offer a course in an agreed location for the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by SELC, all pre-paid tuition fees will be refundable within 14 days of the agreed course starting day. If this occurs after your course begins, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by SELC, any remaining unspent tuition fees are refundable within 14 days of the date this occurs. In the unlikely event that SELC is unable to fulfil its obligations of providing an agreeable alternative course or a refund, SELC will notify of this to the TPS (Tuition Protection Scheme) Director. The TPS director will then allocate the student a period within which they are able to choose an alternative course from the options provided.
16. In the unlikely event that SELC fails to enter in to a written agreement with a student, or the agreement is not compliant with the requirements of the ESOS Act and the ESOS National Code, the same refund policy will be applied as provider default, see point 14.
17. SELC reserves the right to change its fees and conditions reasonably in accordance with changes in the current economic and/or legal regulatory environment. If it is felt these changes are unreasonable, students 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 the Education Services for Overseas Students (ESOS) Act by contacting the Overseas Students Ombudsman.

Overseas Students Ombudsman:

GPO Box 442, Canberra ACT 2601, Australia

Tel: 1300 362 072 (in Australia), +61 2 6276 0111 (outside Australia) Web: www.ombudsman.gov.au

Refund Policy ELICOS taken from SELC Terms and Conditions:

REFUND AND CANCELLATION POLICY: All refund and cancellation must be requested by completing a SELC official request form. The refund request form can be obtained at reception or by email – info@selc.com.au. Your enrolment is defined as the total number of enrolled weeks and can be one single course or multiple courses (package of courses).

1. Enrolment fee is not refundable except in the case of visa application refusal prior to course commencement, see point 2.
2. If your visa application is refused, your course fees will be refunded as per the table below within 4 weeks. SELC requires official confirmation from the Australian Immigration Authorities that you are unable to obtain a visa.

Before your enrolment begins	After your enrolment begins
Pre-paid course fees are refundable less 5% (up to a maximum amount of \$500) of the total amount received by SELC.	Non-tuition fees are not refundable except accommodation fees (see point 23 and 24). Any remaining unspent tuition fees are refundable from the official visa rejection day (default day).

3. If you cancel your enrolment 28 days or more before the course begins, all pre-paid tuition fees will be refunded within 4 weeks. Enrolment and/or Accommodation Placement fees (or the equivalent of the full advertised amount) will be retained by SELC.
4. If you cancel your enrolment less than 28 days before the course begins, 70% of the pre-paid tuition fees will be refunded within 4 weeks. Enrolment, materials and/or Accommodation Placement fees (or the equivalent of the full advertised amount) will be retained by SELC.
5. If you cancel your enrolment on or after your start date, all pre-paid course fees are not refundable except accommodation fees (see point 23 and 24).
6. If you change the start date of your enrolment, the cancellation policy will apply from your original start date, not the new start date.
7. SELC is under no obligation to grant a release, if the requested transfer of enrolment to another provider is within 6 months from your principal course commencement date at SELC. All advertised cancellation fees must be paid in full. In the case of an approved release prior to 6 months, students must pay an extra release fee of \$500.
8. If you cancel your course and enrol in a course with another provider, SELC is under no obligation to approve a release, if the requested transfer of enrolment is within 6 months from your principal course commencement date at SELC. If SELC judges that your English level is not appropriate for your desired course, SELC will place you in an appropriate level class without refunding the difference course fees (if applicable), 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 3, unless this occurs 28 days before course commencement, alternatively SELC has the right to postpone your enrolment until you meet the required English level for the original SELC course. It's your own responsibility to check with DHA for your visa.
9. External certificate fees for English for Customer Service Communication are not refundable or transferable to another person except in the case of visa application refusal prior to course commencement, see point 2.
10. In the case of your expulsion from the school there will be no refund of course fees.
11. If you enrol through a SELC agent, the refund may be paid through that agent.
12. Refunds will always be processed using the same payment method, as originally received.
13. Course fees are not transferable to another person.
14. 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.
15. No refunds will be made for classes missed due to exams, excursions, internships or other obligations that fall outside the normal schedule of classes.
16. If for any reason SELC is unable to offer a course in an agreed location for the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by SELC, all pre-paid tuition fees will be refundable within 14 days of the agreed course starting day. If this occurs after your course begins, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by SELC, any remaining unspent tuition fees are refundable within 14 days of the date this occurs. In the unlikely event that SELC is unable to fulfil its obligations of providing an agreeable alternative course or a refund, SELC will notify of this to the TPS (Tuition Protection Scheme) Director. The TPS director will then allocate the student a period within which they are able to choose an alternative course from the options provided.
17. In the unlikely event that SELC fails to enter in to a written agreement with a student or the agreement is not compliant with the requirements of the ESOS Act and the ESOS National Code, the same refund policy will be applied as provider default, see point 15.
18. SELC reserves the right to change its fees and conditions reasonably in accordance with changes in the current economic and/or legal regulatory environment. If it is felt these changes are unreasonable students have the right to access SELC's complaints and appeals processes and to also take further action under Australia's consumer protection laws.
19. 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.
20. This agreement, and availability of complaints and appeals processes, does not remove the right of the student to take action under the Education Services for Overseas Students (ESOS) Act by contacting the Overseas Students Ombudsman.

Overseas Students Ombudsman:

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Related SELC Documents

SELC Policy for Student Agreements and Refund Conditions may undergo revision and subsequent amendment, in line with legislative changes that impact on student enrolments and fees. The following SELC documents must be amended and reversioned each time the SELC Policy for Student Agreements and Refund Conditions undergoes revision:

- SELC Vocational Enrolment forms
- SELC Letter of Offer
- SELC Agents Agreement
- SELC Student Handbook

Revised copies of this policy must be uploaded onto SELC websites, with old versions removed as soon as practicable to ensure currency of information.