

Institution	Universal English
Policy Name:	Refund Policy
Version No.	4.1

1 SCOPE

This policy covers the refunds process for all fees payable for training services provided within Universal English's scope of registration, in accordance with ESOS Act and the National Code.

1 PURPOSE

To provide for appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refunds process will allow students the option to disengage from training in a manner in which a negative impact may be negated or reduced, depending upon notification time frame.

Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

Details concerning the scope of Universal English Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

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.

2 GENERAL RULES

- 2.1 The refund process reflects the commitment by Universal English to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- 2.2 The date the written notice is received by Universal English is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- 2.3 Refunds must be requested in writing by the student completing and submitting a Refund Application Form to the Finance department of Universal English. Verbal notification to Universal English staff or agents is not valid.
- 2.4 The funds paid for the Course Money by way of bank deposits in UE's bank account must be cleared at the time that an Application for Refund is made by the student and any debts owing to the Institute will be deducted from the refund due prior to payment.
- 2.5 Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature as shown on other documents provided by the student for admission to Universal English.
- 2.6 The Finance department of Universal English will process refund requests and if approved, arrange payment within 28 days.

- 2.7 Refunds will be paid in Australian Dollars into the nominated bank account. (less international transfer fees if applicable)
- 2.8 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by Universal English until the course start date.
- 2.9 The term “commencement” in this policy refers to the first day of the first course attended by the student.
- 2.10 Enrolment fee is non-refundable in all scenarios of refund applications. If the student was not charged an enrolment fee then a similar amount will be withheld from other prepaid fees.
- 2.11 Universal English only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the College. No accountability will be taken for fees or charges associated with third parties (international education agent or migration agent fees or visa application costs or partnered service providers). Such fees and charges will be subject to the third parties refund policies.
- 2.12 Student enrolled in packaged courses do NOT qualify for a FULL refund once they commence their studies in Australia. Minimum \$500 is non-refundable.
- 2.13 No refunds applicable for Refunds requested more than 180 days from the specified commencement day
- 2.14 If the student has given misleading information to a Universal English approved agent, Universal English and/or any Commonwealth Agencies of Australia, no refund will be given.
- 2.15 All refunds will be payable in the same currency in which fees were paid. Universal English will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- 2.16 No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form and completion of Refund Request Alternative Payee form
- 2.17 In case of a cancellation of COE by the student or Universal English , any outstanding fees to Universal English become immediately due.
- 2.18 Any costs incurred by Universal English to recuperate outstanding fees will be charged to the student.
- 2.19 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction. UE reserves the right to refer the balance owing to any debt collection agency or credit reporting bodies in the event of non-payment, for all purposes permitted by law.
- 2.20 Universal English will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 2.21 Universal English will provide the student in writing the resulting decision of Universal English’s management.

- 2.22 Universal English will advise the student of their right to appeal the decision of Universal English management.
- 2.23 The refund policy is subject to review at least once per year. Should it become necessary to change this policy, then Universal English will update the policy on its website.

2.24 REFUND GUIDELINES AND EXAMPLES

Refund Situation	Refund of Course fees	Refund of enrolment fees
<p>1. Provider Default</p> <p>UE does not deliver the program for which the student has paid for the following reasons:</p> <ul style="list-style-type: none"> • The course does not begin on the agreed commencement Date. • The offer is withdrawn by the college. • The course ceases to be provided, at any time, after it commences but before it is completed. • The course is not provided in full to the student because a sanction has been imposed on the registered provider. 	<p>Full refund of unspent fees (if student does not accept alternative course offered by UE)</p>	<p>Yes (only in first two situations)</p>
<p>2. Student (offshore or onshore) is refused an Australian Student Visa (copy of refusal letter required) or illness or disability prevents the student from taking up the course.</p>	<p>All prepaid and enrolment fee less \$500</p>	<p>No</p>
<p>3. Student default - where UE has not entered into a written agreement with the student that meets the requirements of section 47B of the ESOS Act (refer 47E (1) (b) (i) of the Act) - that is, a compliant agreement.</p>	<p>All prepaid fees less \$500</p>	<p>No</p>
<p>4. Onshore student is refused an Australian Student Visa but student already commenced his/her course (copy of refusal letter required); includes visa extension & new applications.</p>	<p>Remaining unspent fees, less \$500</p>	<p>No</p>
<p>5. Student defaults or withdraws from course during visa processing but already commenced his/her course.</p>	<p>Remaining unspent fees, less \$500</p>	<p>No</p>
<p>6. Student withdraws from course 10 weeks (70 days) or more prior to eCoE commencement date.*</p>	<p>70% of All prepaid fees</p>	<p>No</p>
<p>7. Student withdraws from course 5 weeks (35 days) or more prior to eCoE commencement date.*</p>	<p>50% of All prepaid fees</p>	<p>No</p>
<p>8. Student withdraws from course less than 5 weeks, on the eCoE commencement date or after that date.*</p>	<p>No</p>	<p>No</p>

Refund Situation	Refund of Course fees	Refund of enrolment fees
9. If a student has also paid a deposit for future courses when enrolling in a package of courses then.	Deposit paid, less \$500 for each course	No
10. Student defaults due to one or more of the following acts and CoE(s) gets cancelled by the college; <ul style="list-style-type: none"> the student failed to pay an amount payable to the provider for the course; the student breached a condition of their student visa; including non-commencement of course misbehaviour by the student / breach of code of conduct 	No refund for all courses in package	No refund
11. Student is granted permanent residency/obtains visa other than student visa, after the course commencement date.	No refund. Full course fees due as per student agreement	No
*In the event student defers commencement date of the course and subsequently withdraws from the course, refunds would be calculated based on the original start date for 6, 7, & 8 situations.		

2.25 REFUND PROCEDURE AND PROCESS

- 2.26 The process is started by the student completing and submitting a Refund Application Form.
- 2.27 This form will be reviewed for completeness and the date received and by whom is entered on the form
- 2.28 The form is assessed by Finance to review current payment status and amounts owing / in credit are recorded.
- 2.29 The student file is checked together with the Student Management System to confirm the details and to calculate refund based on the eligibility and refund rules.
- 2.30 Before the refund can be processed it must be approved by the Finance Manager and CEO.
- 2.31 The student will be notified refund outcome and applicable refund processed within 28 days of the application.
- 2.32 All documentation relating to a refund (whether granted or not) must be filed in the student file.

3 RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as ‘the National Code 2018’ Standards
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

4 RELATED POLICIES, PROCEDURES AND DOCUMENTS

- Fees and Charges Policy and Procedure
- Deferral Suspension Cancellation Policy and Procedure
- Refund request form
- Complaints & Appeals Policy
- Records Management Policy and Procedure
- International Admissions Policy and Procedure