

Institution	Universal English
Policy Name:	Refund Policy and Procedure

1. Scope

This Policy applies to prospective, current and former students at UE and the UE staff responsible for assessing and processing refunds.

2. Purpose

- 2.1 This policy ensures that UE provides clear and transparent information about refunds to prospective and current students who withdraw from study due to student default. The refund principles and procedures due to provider defaults are governed by the Provider Default and Tuition Protection Policy and Procedure.
- 2.2 The Policy also details the process for assessing and processing student refund requests, ensuring that the process is structured and adheres to policy principles.

3. Regulatory Alignment

This Policy is created and implemented to comply with the regulatory requirements informed in the:

- Education Services for Overseas Students Act 2000
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018) Standard 2 Recruitment of an Overseas Student; Standard 3 Formalisation of Enrolment and Written Agreements;
- ELICOS National Standards 2018: Standard 3 Teaching ELICOS; Standard P6 ELICOS Specialist Staff; Standard 9 Deferring, Suspending or Cancelling the Overseas Student's Enrolment

4. Policy

- 4.1 UE is responsible for providing accurate and accessible information to all students regarding the refund of fees. Additionally, UE will ensure that fair and equitable processes are in place for issuing tuition fee refunds to students in accordance with the relevant legislation and this Policy. This Policy will be published on UE's website, included in the Letter of Offer and Agreement of each student.
- 4.2 The Refund Table can be found in the Procedure of this document (Section 5.1). Notwithstanding the provisions in the Refund Table, a refund of fees may be granted under compassionate or compelling circumstances if communicated to UE in writing and approved by UE.
- 4.3 It is the responsibility of UE's students to ensure that all information provided for enrolment and fee collection, including personal information, is accurate and up to date. Each student acknowledges and agrees to the relevant terms and conditions regarding tuition fees when signing the Letter of Offer and Agreement, including paying all fees by the specified due date.
- 4.4 Students suspended from UE due to misconduct, fraudulent documentation, or visa condition breaches will not be eligible for a refund.

- 4.5 Student refund requests must be submitted in writing, addressed to admissions@ulgroup.com.au, and include supporting evidence. The Form is available on the UE website and with the Reception on campus.
- 4.6 UE will respond to all requests within 5 business days of receiving them. If a refund is approved, it will be paid within 28 days of the receipt of the completed request (14 days in the case of provider default and no application for refund is required).
- 4.7 All refunds will be paid to the person with whom UE has a contract unless UE receives written authorisation to pay another party.
- 4.8 Refunds will be paid in Australian Dollars into the nominated bank account (less international transfer fees if applicable).
- 4.9 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by UE until the course start date.
- 4.10 The Enrolment fee is non-refundable in all scenarios of refund applications except in case of provider default.
- 4.11 Universal English only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with UE. 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.
- 4.12 In case of a cancellation of CoE initiated either by the student or by UE, any outstanding fees to UE become immediately due.
- 4.13 Overdue fees will be recorded as debt and may be recovered through legal action. UE reserves the right to refer the overdue fee to debt collection agencies or the government agencies through PRISMS in the event of non-payment, for all purposes permitted by law. Any costs incurred by UE to recover overdue fee will be charged to the student.
- 4.14 UE will not release any testamurs/awards to students until overdue fees have been paid in full.
- 4.15 UE will notify students when the refund request is declined. Students have the right to appeal any decision made about a refund application in accordance with the Complaints and Appeals Policy and Procedure.
- 4.16 The availability of complaints and appeals processes does not affect a student's right to take further action under Australian Consumer Law, if applicable. These processes do not prevent a student from pursuing other legal remedies.

5. Procedure

Refund Table

- 5.1 The Refund Table outlines the tuition and non-tuition fees that may or may not be refunded to the student, including any fees collected by the student's education agent on behalf of UE.

Refund Situation	Refund of Course fees
Provider Default	
1. UE is unable to offer the course specified in the signed Letter of Offer before the agreed course start date (Provider Default)	100% refund of total course fees (tuition and non-tuition), including enrolment fee
2. UE is unable to offer the course specified in the signed Letter of Offer after the agreed course start date (Provider Default)	Refund of unspent tuition and non-tuition fees, calculated as per Refund Amount Calculator, including enrolment fee
Student Default	
3. 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 (supporting documents must be provided).	100% refund of total tuition and non-tuition fees, excluding enrolment fee
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.	Refund of unspent tuition and non-tuition fees, excluding enrolment fee
5. Student withdraws from course during visa processing but already commenced his/her course.	Refund of unspent tuition and non-tuition fees , excluding enrolment fee
6. Student withdraws from course 10 weeks (70 days) or more prior to eCoE commencement date.*	70% of prepaid tuition and non-tuition fees, excluding enrolment fee
7. Student withdraws from course 5 weeks (35 days) or more prior to eCoE commencement date.*	50% of prepaid tuition and non-tuition fees, excluding enrolment fee
8. Student withdraws from course less than 5 weeks, on the eCoE commencement date or after that date.*	No refund
9. If a student has also paid a deposit for future courses when enrolling in a package of courses then.	100% refund of the prepaid fees of the subsequent courses in the package
10. Student defaults occur due to one or more of the following acts, leading to the cancellation of their CoE(s) by UE: <ul style="list-style-type: none"> • Failure 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 	No refund for all courses in package

conduct	
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.

5.2 The Refund Table will be reviewed by the Managing Director annually.

Refund Processing

- 5.3 Upon receiving a student refund request and the supporting documentation, the Admissions Officer will verify the completeness of the request, document it in the Student Management System, and forward it to the Admissions Manager. If the request is incomplete, the Admissions Officer will contact the student to obtain the missing information or documentation.
- 5.4 Refunds for students will be approved against the Refund Policy by the Admissions Manager.
- 5.5 Refunds will be determined according to the Refund Table. The Admissions Manager or delegate will calculate the refund before approval, verifying the current payment status and amounts owned or credited with the Finance Team.
- 5.6 Before the refund can be processed it must be approved by the Finance Manager and Managing Director.
- 5.7 If UE denies the refund request, the student will receive written notification detailing the reasons for the rejection. The student will also be informed of their right to access the Complaints and Appeals process.
- 5.8 All documentation regarding the refund request, whether approved or denied, must be stored in the student file within the Student Management System.

6. Version History

It is the joint responsibility of the Implementation Officer and Responsible Officer to ensure compliance with this policy.

Responsible Officer	Managing Director
Implementation Officers	Admissions Manager, Finance Manager, Admissions Officer
Review Date	22 July 2027
Approved by	
Managing Director	
Associated Documents	
Fees and Charges Policy and Procedure Deferral Suspension Cancellation Policy and Procedure Refund request form Complaints & Appeals Policy and Procedure Records Management Policy and Procedure International Admissions Policy and Procedure	

Version	Brief Description of the changes	Date Approved	Effective Date
5.0	<ul style="list-style-type: none"> • Formatted the document by updating the section headings • Clarified the Scope and Purpose • Revised the policy to enhance comprehension and improve logic flow • Added the Version History 	22 July 2024	22 July 2024