

Cancellation and Refund Policy and Procedure

Category	Formalisation of enrolment and written agreement
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Contact Officer	Registrar
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Policy Base	<ul style="list-style-type: none"> • ESOS Act 2000 • National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code), Standard 3 • ELICOS Standard 2018, P1
Related Documents	<ol style="list-style-type: none"> 1. Letter of Offer 2. Application Form 3. Application Form (Under 18) 4. Genuine Student & Genuine Temporary Entrant (GTE) Verification Form 5. Refund Request Form 6. Homestay Booking Form (External Form) 7. Student Handbook 8. Written Agreement Information Checklist 9. Admissions Checklist

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Purpose

These policies and procedures are in place to provide guidelines for the eligibility of an assessment for cancellation and refunds for Universal English College (“UEC”)’s overseas students and to comply with the ESOS Act 2000, the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code) and ELICOS standard 2018.

Scope

This document applies to all international students studying at UEC.

Definitions

- **Confirmation of Enrolment (CoE)** refers to the electronic confirmation of enrolment, generated through PRISMS. This is issued as evidence of enrolment and contains information about the institution, course, and duration of study in which the student has enrolled. It is provided to students to be used in their application for a student visa.
- **PRISMS** refers to Provider Registration and International Student Management System.
- **Entry requirements** refers to the minimum criteria set by UEC to determine which level students can enrol in when commencing their course of study.
- **General Temporary Entrant (GTE) criteria** refers to the admissions process by which the potential student is assessed against established criteria by UEC, which comprises a Statement of Purpose, background and potential financial checks. This assessment is used to determine if the student has genuine intentions to study in Australia.
- **The principal course** refers to Higher AQF level course the student is planning to study in Australia.
- **Terms and conditions of enrolment** refers to the set of rules and regulations established by the College which applies to the student's enrolment with UEC.
- **Provider default** defined by the *ESOS Act 2000 under section 46A in relation to an overseas student or intending overseas student refers to in relation to a course at a location when UEC:*
 - fails to start providing the course to the student at the location on the agreed starting day; or
 - After the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.
- **Student default** defined by the *ESOS Act 2000 under section 46A in relation to an overseas student or intending overseas student refers to in relation to a course at a location when UEC:*
 - the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
 - the student withdraws from the course at the location (either before or after the agreed starting day); or
 - refuses to provide, or continue to provide the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A (3) of the *ESOS Act 2000*).
- **Tuition Protection Service (TPS)** refers to an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study under the *ESOS Act 2000*. TPS framework will ensure that overseas students are able to either complete their studies in another course or with another education provider or receives a refund of their unspent tuition fees.

Policy

UEC will ensure that all students are provided with its cancellation and refund information prior to enrolment so that students can make an informed decision about studying at UEC. UEC will ensure that fees and charges, cancellations and refunds are collected and administered in accordance with the provisions of applicable legislative and contractual requirements.

Fees and Charges

- a) International students seeking to enrol in a course at UEC are advised of the fees and charges associated with their chosen course, including tuition fees, application fees, materials and book fees, overseas health cover fees, homestay and accommodation fees, airport pick-up fees, cancellation fees and other charges associated with studying at UEC. Students are also informed that fees and charges are subject to change. This information is made available to students prior to enrolment on the UEC website.
- b) UEC advises students of its fees and charges in its promotional material, such as course flyers and in the Letter of Offer and Acceptance Agreement. The Letter of Offer includes the total amount of fees payable including the application fee, tuition fee, book and materials fee and payment schedule (if applicable).
- c) Other fees and charges are listed on the UEC website and includes fees such as late payment fees and change of enrolment fee.
- d) Students who wish to enrol in a course at UEC are advised that they are required to have read and understood the Cancellation and Refund Policy and Procedure before signing the *Student Acceptance Agreement Declaration*.
- e) Students are required to pay the applicable fees and charges outlined in the Letter of Offer/Tax Invoice by the specified due date. Overdue fees of more than 5 days will incur a late payment fee of \$100. If the student is experiencing difficulty in paying their fees they must, in the first instance, contact the Accounts Receivable Officer. In the case where fees have not been paid in accordance with the terms and conditions outlined in the Letter of Offer/Tax Invoice the following may apply:
 - a. Student is suspended from attending class until fees are up to date
 - b. Students enrolment may be terminated
 - c. Student may be reported for breaching their student visa conditions.
- f) If the student applies for course credit and it is granted, the cost of the course will reflect the reduced length. Credit transfer applications will only be accepted at the time the student submits their application to study at UEC. Course Credit will not be considered once the student has accepted the conditions of the Letter of Offer.

1. Refund prior to commencing study

Universal English College will provide a full refund of tuition fees paid upon written receipt of evidence if:

- a) student provides notice of course cancellation in writing more than 28 days before course commencement;
- b) UEC cancels the course in which the student has enrolled prior to course commencement;
- c) political or civil unrest or natural disasters prevent the student from leaving their home country;
- d) student is unable to commence their course due to serious and/or prolonged illness; or
- e) disability or death of a parent, sibling, spouse or child.

2. Refund Process

The table below outlines the circumstances under which a student is eligible to apply for and receive a refund.

Circumstances	Refund
Student's visa application is rejected before or after the initial course commencement date. Copy of original letter from the Australian Embassy/Consulate must be provided).	100% refund of all unused prepaid tuition fee less \$500 Administration Fee or 5% of prepaid tuition fees, whichever is less. 100% refund of unused or prepaid accommodation, airport pick-up and OSHC fees. No refund of the Application Fee.
UEC cancels a course after it has commenced.	100% of the unused portion of prepaid tuition fees within 10 working days of notification of cancellation. No refund of the Application Fee.
UEC cancels a course before its commencement date.	100% refund within 10 working days of notification of cancellation.
Student provides notice of course cancellation in writing more than 28 days before course commencement.	100% of pre-paid tuition fees, accommodation and OSHC fee. No refund of the Application Fee.
Student provides notice of course cancellation between 1 day and 28 days before course commencement.	50% of pre-paid tuition fees or \$1,000 cancellation charge will be deducted, whichever is greater. No refund of the Application Fee. Students need to contact their OSHC and accommodation provider in regards to refunds. Unpaid cancellation forfeits the right to documentation.
Student provides notice of cancellation on or after course commencement.	No refund Any outstanding payments remain payable by the student. No release will be granted unless all fees have been paid in full. Students need to contact their OSHC and accommodation provider in regards to refunds.
If a student breaches their visa conditions (such as unsatisfactory course progress and/or failure to maintain 80% attendance, failure to start course on agreed start date, failure to pay tuition fees on the due date) resulting in their studies being cancelled.	No refund
Cancellation or suspension of enrolment by UEC due to student misbehaviour or non-compliance with the Student Code of Conduct.	No refund
Course Change Evening English to Day English or vice versa after course commencement.	No refund
Student transferring from another provider has not completed 6 months of their principle course and is unable to obtain release.	100% of pre-paid course fees. No refund of the Application Fee.

In addition to the table above, the following applies:

- a) In cases where a student withdraws from a commenced course or package, the student must provide UEC with at least four weeks written notice prior to their next instalment due date or pay four weeks in lieu of notice. The total number of academic weeks delivered to the student will form part of the withdrawal fee calculation.
- b) Any amounts that fall due prior to the student’s application for withdrawal submitted in writing must be paid in full before the student’s withdrawal will be processed.
- c) No refunds will be provided for situations where the student’s visa or CoE status prevents them from studying. This includes situations where the student has been reported for breaching visa conditions, however, their visa has not been cancelled.
- d) Universal English College does not accept responsibility for any fees paid by the student to their Education Agent.
- e) Refunds will only be paid to the nominated account specified in the *Refund Request Form*.
- f) If a credit card was used for the initial payment, the refund will be returned to that credit account.

3. Homestay and Airport Pick-up Cancellation and Refund

Service Fee and Circumstances	Refund
Placement Fee	No refund
Airport pick-up arrangement confirmed	No refund
Airport transfer service: at least 5 working days’ notice provided for any change to flight details	If at least 5 working days in advance notice is not provided for change to flight details, full airport pick-up fee still applies.
Home Stay Accommodation. Cancellation after booking has been confirmed, conditions apply. Students are committed to stay in their accommodation for the first 4 weeks at least, unless extreme circumstances apply.	
Cancellation notice received less than 14 days before check-in date.	2 weeks’ cancellation fee applies (rent in lieu of notice).
Change to accommodation after you have commenced your stay.	2 weeks’ notice must be provided to the current accommodation provider. The student must repay the booking fee and pay a minimum of 4 weeks accommodation for the new provider.
Accommodation Provider cancels student accommodation due to students unsatisfactory behaviour. Unacceptable behaviour might include, but is not limited to the following: violence, use or distribution of illegal drugs, anti-social behaviour, sexual abuse or harassment, or criminal activity.	No refund

4. Third Party Residential Accommodation Refund

LINK2

Service Fee and Circumstances	Refund
Booking fee	No refund
Cancellation in writing more than 28 days before check-in date	100% of accommodation fee refunded
Cancellation in writing 28 to 21 days before check-in date	2 week cancellation fee
14-20 days before check-in date	3 week cancellation fee
Less than 14 days before check-in date	4 week cancellation fee

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Service Fee and Circumstances	Refund
Booking fee	No refund
Cancellation in writing at least one week before check-in date	100% of accommodation fee refunded
Cancellation in writing at least 48 hours before check-in date	50% of accommodation fee refunded
Cancellation in writing within 48 hours of arrival	No refund

5. Miscellaneous Refunds

UEC will not refund fees under the following circumstances:

- a) Application fee is non-refundable
- b) Homestay placement fee is non-refundable
- c) Third party accommodation booking fee is non-refundable
- d) Airport pick-up is confirmed, fee is non-refundable.
- e) Overseas Student Health Cover (OSHC) is non-refundable once the students course or package has commenced.
- f) Material fees are non-refundable once the student's course has commenced
- g) the student breaches the terms and conditions of the enrolment
- h) the student is found to have supplied fraudulent, forged or deliberately misleading documentation
- i) the student's enrolment is cancelled by UEC, including cancellation caused by a breach of student visa conditions or any illegal or unlawful conduct by the student;
- j) where the student has had their enrolment terminated due to either academic, attendance or behavioural misconduct;
- k) the student visa is refused by the Department of Home Affairs (DHA) due to the submission of fraudulent documents by or on behalf of the student.

6. Refund Application

Requests for refunds must be made in writing by completing the *Request for Refund Form* and emailing it to registration@uec.edu.au.

Notices of cancellations are not effective until written notification has been received by Universal English College (referred to as "UEC"). Refund applications must be accompanied with supporting documents setting out the reasons for the request.

All approved refunds will be paid within 20 working days from the date of receipt of the written request. All refunds are paid in Australian dollars to the original payment source i.e. directly to the student or the student's nominated agent. Bank charges will be deducted from the refund.

UEC will not authorise tuition fee transfers to any other institution or student.

7. Under 18 Students

Refunds will be paid to the parent(s) or guardian(s) of the student unless UEC receives written approval from the parent or guardian consenting for the refund to be paid directly to the student.

8. Tuition Protection Service

UEC is a member of the Tuition Protection Service (TPS). TPS is an initiative of the Australian Government. The service provides assistance to international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- a) complete their studies in another course or with another provider, or
- b) receive a refund of their unspent tuition fees.

In the unlikely event that UEC is unable to deliver the course in full, students will be offered the option to receive a refund of any remaining fees. This amount will be paid within 14 days after the course finished in accordance with the Education Services for Overseas Students Act 2000 (ESOS Act).

Alternatively, students may be offered enrolment at a different provider at no extra cost, within 14 days. It will then be up to the student to decide which option they choose.

If UEC is unable to offer a refund or a place at another institution, then the Tuition Protection Service (TPS) will assist the student to find an alternative course or obtain a refund if a course is not found.

9. Provider Default

Under section 46A of the *ESOS Act 2000*, UEC is in default in relation to an overseas student or intending overseas student and a course at a location:

- a) if UEC fails to start providing the course to the student at the location on the agreed starting day; or
- b) After the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Under section 46B of the *ESOS Act 2000*, UEC must notify the Secretary and TPS Director (via PRISMS) in writing of the provider default within 3 business days after the default occurring. Under this section UEC must also notify students in writing in relation to whom it has defaulted. Under section 46D of the *ESOS Act 2000*, UEC will have 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student as set out in this section.

Under section 46F of the ESOS Act 2000, UEC will have 7 days after the end of its obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F of the ESOS Act 2000.

10. Student Default

Under section 47A of the *ESOS Act 2000*, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b) the student withdraws from the course at the location (either before or after the agreed starting day); or
- c) UEC refuses to provide, or continue to provide the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A (3) of the *ESOS Act 2000*).

11. Appeals

If the student's refund application request is denied, the student may appeal the outcome by following the *Complaints and Appeals Policy and Procedure*, which is available on the website at <https://uec.edu.au/policies-and-procedures>.

If the student is not satisfied with the decision, then the student can appeal externally through the Overseas Student Ombudsman www.ombudsman.gov.au.

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

Refund Procedure

1. Refund

STEPS	PROCEDURE	RESPONSIBILITY
1	Refund Request Form is submitted to Registrar registration@uec.edu.au together with below items for consideration: <ul style="list-style-type: none"> ○ Visa refusal letter; or ○ Evidence of UEC not offering the enrolled course; or ○ Offer rejected by the principal College and/or University; or ○ Evidence of compassionated or compelling circumstances as stated in the Cancellation and Refund Policy and Procedure. 	Student/Agent
2	Notify the student within 14 days of the outcome of the request.	Registrar
3	Process the refund within 20 working days from the date the Refund Request Form has been received. Email the refund receipt to the Registrar. All refunds are paid in Australian dollars to the original payment source i.e. directly to the student or the student's nominated agent. Bank charges to be deducted from the refund.	Accounts Receivable Officer/Accountant
4	Registrar emails the refund receipt to the student/agent. The receipt is kept on the student file along with the completed <i>Refund Request Form</i> and relevant documents.	Accounts Receivable Officer/Accountant

2. OSHC Refund

STEPS	PROCEDURE	RESPONSIBILITY
1	Refusal of student visa application is confirmed. Sends OSHC requests to UEC.	Student/Agent
2	Sends OSHC provider's refund form to the student/Agent and informs the student/agent to contact the OSHC provider directly to receive the refund.	Registrar
3	Submit completed OSHC provider's refund form directly to the OSHC provider together with the visa refusal letter and other documents as required by the OSHC provider.	Student/Agent
4	Processes the refund as per the OSHC provider's policy and procedure.	OSHC
5	Receives OSHC refund directly from the OSHC provider.	Student/Agent

3. In the Event of Provider or Student Default

STEPS	PROCEDURE	RESPONSIBILITY
1	Notify the Secretary and TSP Director by PRISMS in writing of UEC default within 3 business days after the default has occurred.	PEO/GM
2	Notify overseas students in writing in relation to whom it has defaulted as per the section 46D of the ESOS Act 2000 within 3 business days after the default has occurred.	PEO/GM
3	Satisfy UEC's tuition protection obligation (paying the remaining fee) to the student as set out in the section 46D of the ESOS Act 2000 within 14 days after the day of the default.	PEO/GM
4	Notify the Secretary and the TPS Director of the outcomes of the discharge of its obligation within 7 days after the end of its obligation period. This notice will comply with the requirements of the section 46F of the ESOS Act 2000.	PEO/GM

Refund Request Form

For information on fees and refunds, refer to UEC’s Refund Policy and Procedure. Please email the completed Refund Request Form to registration@uec.edu.au. Parents or Legal Guardian’s must complete this form for underage students. The refund will be processed as per the Cancellation and Refund Policy and Procedure.

STUDENT DETAILS			
Given Name(s):		Family Name:	
Student Number:	Date of Birth:	Passport Number:	
Telephone Number:		Mobile:	
Postal Address:		Suburb or Town:	
State		Postcode:	
Email Address:			
REASONS FOR REQUESTING A REFUND (Please tick one of the boxes below)			
Read this section carefully and tick the appropriate reason(s). Please ensure that all required documentation is attached to this form. Failure to submit all required documents will delay authorisation and processing of the refund.			
Reason		Required Documents	
<input type="checkbox"/> Withdrawal from course		<input type="checkbox"/> Copy of Change of Enrolment Application Form approved by the College’s registrar	
<input type="checkbox"/> Leave of absence		<input type="checkbox"/> Copy of Change of Enrolment Application Form approved by the College’s registrar	
<input type="checkbox"/> Student visa rejected/cancelled		<input type="checkbox"/> Proof of inability to meet conditions (Administrative fee applies if proof is not submitted)	
<input type="checkbox"/> Student didn’t meet the conditions of offer		<input type="checkbox"/> Copy of letter(s) from the Australian Embassy/High Commission/DHA verifying the cancellation or rejection of visa	
<input type="checkbox"/> Change of visa status: Permanent residency		<input type="checkbox"/> Copy of Passport; and <input type="checkbox"/> Copy of permanent residency visa	
<input type="checkbox"/> Student has overpaid			

AUSTRALIAN BANK ACCOUNT DETAILS (Select one of the following options)

Account Holder's Name			
Name of Bank		Branch	
BSB		Account Number	

OVERSEAS BANK ACCOUNT DETAILS

Account Holder's Name			
Bank Address		IBAN/Routing	
City		Country	
Name of Bank		Branch	
Account Number		BANK/SORT/SWIFT Code	

Complete the details below if you made payment using a Credit or Debit Card. The card details provided must be the same as those used for the initial payment.

Card Number	
Expiry Date	

DECLARATION

I have read and understood the Refund Policies and Procedures for UEC. I _____ the Student/ or Parent or Legal Guardian (for underage students only) authorise UEC to pay the refund into the nominated bank account I have provided on this form. I confirm the information I have provided in this form is correct and true to the best of my knowledge. I understand the payment made by Credit or Debit Card is subject to the Payment Card Industry Data Security Standards and will only be refunded back to the original card.

Student Signature: _____ Date: ____/____/____

OFFICE USE ONLY

Comments:

Refund amount:

Refund Approved By: _____ **Date:** ____/____/____

Document Control

The policies and procedures, and the forms included in this document are approved and implemented by UEC. This document will be electronically available to UEC staff in protected format (PDF file) in the designated folder (in G drive). Any ongoing changes made to this document will be documented as per below.

Version	Authorised By	Description of the change	Approved Date	Effective Date
<i>Version 1</i>	<i>General Manager</i>	<i>Updated Cancellation and Refund Policy and Procedure</i>	<i>6 June 2019</i>	<i>6 June 2019</i>