Universal English College

Management of Tuition Fees Policy and Procedure

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1. PURPOSE

1.1 The purpose of this document is to set out the policy and procedure adhered to by Universal Education Centre Pty Ltd (trading as Universal English College and herein referred to as "the College") and its staff with respect to refunds of fees paid by or for overseas students.

1.2 This document specifies the College's management of tuition fees policy. It sets out guidance to staff and students regarding:

1.2.1 fees that must be paid to the College;

1.2.2 payment terms and conditions, including deposits and refunds;

1.2.3 a student's rights as a consumer, including any statutory cooling-off period, if one applies;

1.2.4 a student's right to obtain a refund for services not provided by the College in the event the:

a) arrangement is terminated early; or

b) the college fails to provide the services

2. SCOPE

2.1 This document applies to all staff and students in the College.

3. DEFINITIONS

3.1 *Compassionate or compelling circumstances*: are generally those circumstances beyond the control of the student and which have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

3.1.1 serious illness or injury, where a medical certificate states that the student was unable to attend classes for a stated period of time;

3.1.2 bereavement of close family members such as parents or grandparents;

3.1.3 major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies;

or

3.1.4 a traumatic experience which could include:

a) involvement in, or witnessing of a serious accident;

witnessing or being the victim of a serious crime and this has impacted on the student (these cases should be supported by police or psychologists' reports);

3.1.5 where the College was unable to offer a pre-requisite unit; or

3.1.6 inability to begin studying on the course commencement date due to delay in receiving a student visa.

3.2 *Non-tuition fees* include books and equipment, health insurance, administration, accommodation, and assistance to apply for or hold a student visa.

3.3 *Packaged course* refers to an enrolment by a student that includes multiple courses, to be completed one after the other as outlined in the corresponding Letter of Offer.

3.4 *Tuition fees* include fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the student's course (whether mandatory or not), or are intended to assist the student to progress in their course, or are ancillary to the activities that form part of the student's course listed previously.

4. POLICY STATEMENT

Payment of Fees

4.1 Students have the choice to pay their tuition fees in full or over agreed instalments.

4.2 If a student decides not to pay their tuition fees in full, an initial minimum payment is required at the time of enrolment.

4.3 The remaining course fees, if any, are to be paid in alignment with the agreed instalment plan as listed on the student's Letter of Offer, over the remainder of the course.

Payment Methods

4.4 Fees can be paid in the following methods:

- 4.4.1 Bank deposit;
- 4.4.2 Bank cheque;
- 4.4.3 Electronic bank transfer;
- 4.4.4 EFTPOS; or
- 4.4.5 Credit card

Cancellation of Enrolment

4.5 An enrolment cancellation initiated by a student before the commencement of the course, must be made to the College in writing and is deemed to take effect on receipt of that written notification.

4.6 If a student cancels their enrolment more than 28 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees paid less a $250 cancellation fee and their enrolment will be cancelled.

4.7 If a student cancels their enrolment between 28 days and 14 days prior to the course commencement date, they will be entitled to a full refund of the tuition fees paid less a $500 cancellation fee and their enrolment will be cancelled.

4.8 If a student cancels their enrolment 14 days or less prior to the course commencement date, they will be entitled to a full refund of the tuition fees paid less a $750 cancellation fee and their enrolment will be cancelled.

4.9 There will be no refund of tuition fees paid if a student cancels their enrolment after the commencement of the course unless compassionate or compelling circumstances are applicable to the student's circumstances.

4.10 For students enrolled in a packaged course, the above cancellation periods are applicable to their first course start date. After the commencement of the students first course, no further cancellation windows with a refund of tuition fees apply

Course Deferment

4.11 If a student defers their intended course start date prior to the course commencement date, a $75 change of enrolment fee will apply.

4.12 If a student is granted a course deferment and later cancels their enrolment at least 14 days prior to the new course commencement date, the student will be entitled to a refund of tuition fees paid less a $500 cancellation fee and their enrolment will be cancelled.

4.13 If a student is granted a course deferment and later cancels their enrolment less than 14 days prior to the new course commencement date, they will be entitled to a full refund of the tuition fees paid less a $750 cancellation fee and their enrolment will be cancelled.

Compassionate or compelling circumstances

4.14 If a student provides evidence of compassionate or compelling circumstances as part of their application to cancel their enrolment after the commencement of the course, the college may, at its sole discretion, provide a refund.

4.15 The college will request additional evidence as part of this process. This will include evidence of proof the student is intending to leave the country through a confirmed flight booking leaving Australia. This evidence must be provided by the student for a refund to be considered.

4.16 If a student is granted a refund under compassionate or compelling circumstances, a $250 administration fee will apply.

Cancellation of Course

4.17 If the College is unable to provide services for which the student has prepaid, the student will:

- 4.17.1 be placed into an equivalent course such that:
  - a) the new location is suitable to the student; and
  - b) the student receives the full services for which they have prepaid at no additional cost to the student; or
- 4.17.2 be paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount ($1,500.00) within 14 days.

Transfer to Another College

4.18 Where a student seeks to transfer their enrolment to another college, the student shall not be entitled to a refund of any course fees paid.

4.19 The student seeking to transfer to another provider must settle all outstanding fees prior to being granted a release.

Change Course

4.20 Should a student wish to change their course, the request must be made in writing to the College through the submission of the Change of Enrolment Form available on the College website.

4.21 Any changes to an enrolment after the enrolment has been confirmed, will incur a change of enrolment fee of $75.00

Fee Protection

4.22 Fee payments are protected by our admission to the Tuition Protection Service.

Refunds - General

4.23 All applications for a refund of tuition fees paid to us are to be made when completing a Change of Enrolment Form.

4.24 A completed Change of Enrolment Form may be accompanied by evidence to support the application.

4.25 The Change of Enrolment Form is available from the College website.

4.26 The College will provide a full refund of any tuition fees paid, less a $250 administration fee, if:

- 4.26.1 political or civil unrest or natural disasters prevent the student leaving their home country or paying fees in full;
- 4.26.2 the student is unable to commence their course because of a serious and prolonged illness, disability or death of a parent, sibling, spouse or child;

4.27 The College will provide a full refund of any tuition fees paid if:

- 4.27.1 the offer of a place is withdrawn;

4.27.2 the course which was applied for is no longer offered; or

4.27.3 we refuse to enrol the student in a course.

Refunds – Visa refusal

4.28 In the case of a visa refusal:

4.28.1 if the application for a visa to study in Australia is rejected before the commencement date of the enrolled course and the College receives notification in writing and a copy of the official rejection letter at least 24 hours prior to the commencement date of your course, the College will provide a full refund of any tuition fees paid less a $250 administration fee.

4.28.2 if the application for a visa to study in Australia is rejected after the commencement date of the enrolled course or if the College receives notification in writing and a copy of the official rejection letter after the commencement date of the enrolled course, the College will provide a refund on a pro-rata basis for any unused tuition fees paid less a $250 administration fee.

Refusal of Refunds

4.29 A refund will not be provided:

4.29.1 in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documentation;

4.29.2 where the student has had their enrolment terminated due to either academic or behavioral misconduct;

4.29.3 if a request for a refund is submitted after the student has had their enrolment terminated due to non-payment of course fees.

Timeframe for Refund Processing

4.30 All applications for refund shall be determined within 10 working days.

Refund Appeals

4.31 Students who are not satisfied with the outcome of the refund process may access the College complaints and appeals process.

Payment of Refunds

4.32 Once approved, refunds will be credited to the student's account or where an account is named as the source account within the contract, to that account, within 28 days and will be based on the Australian dollar fee for the course rather than any foreign currency amount.

4.33 If the course is being terminated, the amount will be paid within four weeks after the written notification date by electronic transfer to a bank. The College will not compensate students for any exchange rate differences or transfer costs that have occurred when undertaking foreign currency exchange.

Obligation to Notify

4.34 Students must notify the College in writing of their intention to cease enrolment, and they remain liable for any course fees due up until that date**.**

4.35 The date that the College confirms receipt of the notice will be the date used for all calculations.

Failure to Pay Fees

4.36 It is the student's responsibility to pay fees on time according to the payment plan agreed upon at time of course enrolment. A late payment fee of $120 will be applied to students that pay owed fees after the due date.

4.37 Should a student require an extension for their fee payments, they must apply in writing via email to the College at least two weeks prior to fees being due.

4.38 Should a student not pay fees on time according to the payment plan agreed upon at time of course enrolment, and not discuss their payment issues with the College, the College will inform the student in writing of its intention to cancel their enrolment. The student will be provided with 20 working days in which to access the College's complaints and appeals process.

4.39 If the student chooses not to access the College's complaints and appeals process, the College will cancel the student's enrolment and notify the Department of Home Affairs via PRISMS.

4.40 The student will be advised to contact the Department of Home Affairs regarding the impact on their student visa.

5. RESPONSIBILITIES

5.1 The Admissions Unit is responsible for the implementation of this policy and procedure.

6. REVISION HISTORY

Date	Version	Description of modifications	Approved by
12.03.24	2.0	Reformatting of previous version	Dan Wortley
24.03.25	2.1	Additional information regarding compassionate or compelling circumstances has been added	Dan Wortley
20.08.25	2.2	Remove mention of AISI and UEC Business	Dan Wortley