

English Language School in Sydney International Student Refund Policy and Procedures

ESOS National Code Standard 3
(English Language School in Sydney
P&P: ESOS 3:02:02)

Approved by Principal Executive Officer, February 2016

Written agreements between registered providers and students set out the services to be provided, fees payable and information in relation to refunds of course money. (National Code Part D, Standard 3)

English Language School in Sydney International Student Refund Policy and Procedures

The English Language School in Sydney (EL SIS) is committed to ensuring its policy and procedures comply with all legislative and regulatory requirements established under the:

- ESOS ACT, Regulations and National Code;
- TEQSA Registration and Re-registration Standards (as applicable to ECA associated registered providers);
- Migration Act and Regulations.

The ESOS National Code Part D, Standard 3.1.c requires that

The registered provider must enter into a written agreement with the student (which) must ... provide information in relation to refunds of course money

The policy applies to all EL SIS commencing and re-enrolling students, and to students seeking to and withdrawing from a course or courses for which they have paid fees. It also applies to those students whose Confirmation of Enrolment (CoE) for courses for which they have paid fees are cancelled.

This policy applies to all Tuition Fees paid including those collected by education agents on behalf of EL SIS and its associated registered providers, plus Non-Tuition Materials Fees and Overseas Students Health Cover fees. Other Non-Tuition Fees are excluded and thereby non-refundable. They are the Enrolment Fee, the CoE Processing Fee, the Change of Course Fee, and the Airport Pick-up Fee.

The statement should be read in relation to policies and procedures relating to: **National Standard Code 8, Complaints and Appeals**; and **National Code Standard 13, Deferment, Suspension or Cancellation of Study During Enrolment** in relation to Compassionate and Compelling Circumstances.

Neither this policy nor a student's right to submit internal and external (to the Overseas Students Ombudsman) complaints and appeals removes that student's right to take action under Australia's consumer protection laws.

Refund Policies

If an applicant accepts a place offered by EL SIS, pays the stipulated fees and signs the Acceptance Agreement, and is subsequently issued with a Confirmation of Enrolment, a binding contract has been created between the student and EL SIS.

Refunds and Visa Issues

If a student's visa application is rejected, the student will be entitled to a Full Refund of Course Tuition Fees or CoE Security Deposit plus Non-tuition Fees, minus the lesser of 5% of the amount of Course Fees received before the visa application refusal date or \$500; and a Full Refund of the Overseas Student Health Cover Fee.

The student will need to notify EL SIS, apply for a Refund of Fees and send a verified copy of the original visa rejection letter from the Australian Embassy/Consulate or Immigration Office. EL SIS will then process the application and refund the approved amount to the student.

If a student withdraws their visa application on request from EL SIS, the student will be entitled to a Full Refund of Course Tuition Fees OR CoE Security Deposit plus Non-tuition Fees, minus the lesser of 5% of the amount of Course Fees received before the visa application refusal date or \$500; and a Full Refund of the Overseas Student Health Cover Fee. The student will need apply for a refund of Fees, and EL SIS will process the application and refund the approved amount to the student.

If a student cannot start their course on time because the Visa Application processing is delayed by circumstances beyond the student's control, ELSIS will defer the student's enrolment and provide a new CoE for the next commencement date, providing an Application for Deferral of Enrolment is submitted before the Census date with documentary evidence relating to the delay in visa processing. ELSIS will provide No Refund if the student fails to submit an Application for Deferral of Enrolment by the required date.

If a student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions: there will be No Refund of Unspent Tuition Fees and Materials Fees for their current course and any subsequent package course for which Tuition Fees have been pre-paid.

Refunds and Provider Default

If ECA or one of its associated providers cancels a course for which it has issued a CoE and does not offer an equivalent alternative course, the affected student will be entitled to a Full Refund of Course Tuition Fees or CoE Security Deposit for the cancelled course and any subsequent package courses plus associated Non-Tuition Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of the Overseas Student Health Cover Fee.

If ELSIS or one of its associated providers cancels a course for which it has issued a CoE offers an alternative equivalent course at no extra cost to the student, and a student **accepts** that offer, the student will be issued with a Letter of Offer (LoO) for the alternative course. Pre-paid Tuition Fees for the original course will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from discontinued course to alternative course; and the student will be issued with a CoE for the equivalent alternative course.

If ELSIS or one of its associated providers cancels a course for which it has issued a CoE offers an alternative equivalent course at no extra cost to the student, but a student **rejects** that offer and seeks a release to pursue an equivalent alternative course with another provider, there will be No Refund of Unspent Tuition Fees for the student's current course nor of any pre-paid Tuition Fees for any subsequent courses in their course package, subject to Appeal.

Refunds and Student Withdrawal, Package Courses

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal before or after the commencement date of a course which is part of a package program, they are entitled to No Refund of Course Tuition Fees or CoE Security Deposit, nor the Materials Fee for the course withdrawn from and any subsequent package courses; and a Full Refund of their Overseas Student Health Cover Fee if the cancellation/withdrawal is before the course commencement date. The student will submit their Discontinuation/Withdrawal Application and Refund Application, and ELSIS will process the application and complete all processing and reporting of cancellation.

If a student's CoE is cancelled for a breach of their student visa conditions, conditions of enrolment and/or National Code Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.), they are entitled to No Refund of Course Tuition Fees or CoE Security Deposit, nor the Materials Fee for the course withdrawn from and any subsequent package courses; and No Refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, they are entitled to a Full Refund of Tuition Fees or CoE Security Deposit for the cancelled course and any subsequent package courses plus associated Non-Tuition Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of the Overseas Student Health cover Fee, if the withdrawal is **before** course start date. If the student withdraws **after** the course start date they are entitled to a part refund, being the unspent Tuition Fees for the current course at the time of withdrawal, and No Refund of their Overseas Student Health Cover Fee.

The student will receive a Full Refund of their Overseas Student Health Cover Fee if they withdraw before the commencement date of their first package course; or if they withdraw after the commencement date of their first package course.

Refunds and Student Withdrawal, Non-package Courses

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 8 weeks (56 days) before the commencement date of their non-package course, they are entitled to a Full Refund of their pre-paid Course Tuition Fees or CoE Security Deposit plus Enrolment and Materials Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date of their non-package course, they are entitled to a 75% refund of their pre-paid Course Tuition Fees or CoE Security Deposit plus Enrolment and Materials Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date of their non-package course, they are entitled to a 50% Refund of their pre-paid Course Tuition Fees or CoE Security Deposit plus Enrolment and Materials Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500; and a Full Refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal less than 2 weeks (14 days) before, or after the commencement date of their non-package course, they are entitled to No Refund of their pre-paid Course Tuition Fees or CoE Security Deposit and Materials Fee, a Full Refund of their Overseas Student Health Cover Fee if cancellation is before the official commencement date; or No Refund of their Overseas Student Health Cover Fee if cancellation is after the official commencement date.

If a student's CoE is cancelled as a result of a breach of student visa conditions, conditions of enrolment and/or National Code Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.), they are entitled to No Refund of their pre-paid Course Tuition Fees or CoE Security Deposit and Materials Fee; and No Refund of their Overseas Student Health Cover Fee.

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, they are entitled to a Full Refund of Tuition Fees or CoE Security Deposit for the cancelled course plus associated Non-Tuition Fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500, if the withdrawal is **before** course commencement date; or a part refund, being the unspent Tuition Fees for the cancelled course at time of withdrawal, if the withdrawal is **after** the course commencement date.

The student will receive a Full Refund of their Overseas Student Health Cover Fee if they withdraw before the commencement date of their course; or No Refund of their Overseas Student Health Cover Fee if they withdraw after the commencement date of their course.

Accommodation Refunds

If a student cancels their accommodation more than two weeks (14 days) before their arrival date they are entitled to a Full Refund of their pre-paid rent for both Homestay and CozyStay accommodation.

If a student cancels their accommodation more than two days (48 hours) but less than two weeks (14 days) before their

arrival date they are entitled to: a part refund of their pre-paid Homestay rent (they forfeit their Placement Fee and 2 weeks rent); and a part refund of their CozyStay rent (they forfeit \$350.00).

If a student cancels their accommodation less than 2 days (48 hours) before their arrival date they are not entitled to any refund (they forfeit all their pre-paid rent).

OSHC Refunds

If a student cancels or withdraws from a course after the commencement date they may submit a Refund Application directly to the OSCH fund.

Agents' Fee Refunds

Agents will forfeit all rights to Agent Commission payment for courses students fail to commence.

Refund Procedures

On-shore students may apply for a refund by completing and submitting on-line an ECA Refund/Withdrawal Form.

If the applicant is enrolled in a package course the Application for Withdrawal will be transferred to the provider of the student's Principal Course for determination: If the Principal Course provider's determination is in the negative the Application for Withdrawal from the ELSIS feeder courses will similarly be rejected and the student will be notified, such notification including advice relating to the right to and mode of submitting an Internal Appeal.

If the Principal Course Provider's determination is to approve withdrawal, the application for withdrawal from the ELSIS feeder courses will be approved and the student will be informed.

Applications for withdrawal from the ELSIS courses and refunds will be processed within two weeks (ten working days) and, if successful, progressed with recommendations to the Accounts Manager for determination of the Refund Application.

Applications may be made for the refund of fees and charges on the ground of exceptional circumstances which provide compassionate and compelling reasons for withdrawal from a course. Such applications will be considered on a case by case basis.

All Applications for a Refund will be determined by the Accounts Manager and will normally be processed within twenty working days (four weeks) of the Application being made. Where this is not possible the student will be informed.

On determination of the application the student will be informed in writing and, if the determination rejects a Full Refund, information will be provided informing the student of their right to make an Internal Appeal against the decision and the means of submitting such an Appeal.

If a student is not satisfied with the outcome of an application for a refund of fees, the student may appeal within 20 working days (four weeks) by submitting a completed Student Appeal Form with full supporting documentation to the Accounts Manager.

All Internal Appeals relating to the refund of fees, will normally be processed by the Accounts Manager within twenty working days (four weeks) of the Appeal being made. Where this is not possible the student will be informed.

On determination of an Internal Appeal the student will be informed in writing and, if the determination rejects the Internal Appeal, the student will be informed of their right to, and the means of submitting an External Appeal to the

Overseas Student Ombudsman. All Approved Refunds will be paid within two weeks (10 working days) of their being approved.

Refunds will be made in Australian dollars and the School reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded.

Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the Tuition Fees.

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.

EL SIS REFUNDS POLICY, PROCEDURES AND ACTIONS: Student Guide

Schedule A, Visa Issues: Visa Application Rejection or Processing Delay; Visa Cancellation or Breach; Change of Visa Status

Situation	Refund
Student's visa application is rejected. (We will need to sight a verified letter from the Australian Embassy/Consulate rejecting the application).	Full Refund: Tuition Fees * for cancelled course/s Full Refund: OSHC Fee.
Student withdraws their visa application on request from ECA.	Full Refund: Tuition Fees* for cancelled course/s Full Refund: OSHC Fee.
Student cannot start their course on time because the Visa Application processing is delayed by circumstances beyond the student's control.	No Refund: ECA will defer enrolment and provide new documentation for the next Commencement Date if Application for Deferral of Enrolment is submitted.
Student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions.	No Refund of Unspent Tuition and Materials Fees for current course and any subsequent package course for which fees have been pre-paid. No Refund: OSHC Fee.

Schedule B. Provider Default: ELSIS Fails to Start the Agreed Course or is Unable to Deliver it in Full

Situation	Refund
ECA cancels a course and does not offer an equivalent alternative course at no extra cost.	Full Refund: Tuition Fees * Full Refund: OSHC Fee.
ECA Cancels the Agreed Course but offers an alternative equivalent course at no extra cost to the student. Student chooses to Accept the offer of the alternative course.	No Refund: Student issued LoO for the alternative course. The pre-paid Tuition Fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from discontinued course to alternative course. Student issued CoE for the equivalent alternative course.
ECA Cancels the Agreed Course but offers an equivalent alternative course at no extra cost to the student. Student Rejects Offer. Student chooses to pursue an alternative course with another provider.	No Refund of Unspent Tuition Fees for current course and any subsequent package course for which fees have been pre-paid, subject to Appeal.

Schedule C, Student Default: Course Withdrawal/Release Package Program Courses

Situation	Refund
Cancellation/Withdrawal before or after the Commencement Date of a course which is part of a package program.	No Refund: Paid Course Tuition and Non-tuition Fees for the course withdrawn from and any subsequent package courses. Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.
Cancellation of CoE and Reporting for breach of student visa conditions, conditions of enrolment and/or National Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.)	No Refund: Paid Course Tuition and Non-tuition Fees for the course withdrawn from and any subsequent package courses. No Refund: OSHC Fee.
Cancellation/Withdrawal due to demonstrated Compassionate and/or Compelling Circumstances, and approved by ELSIS.	Full Refund (if withdrawal is before course start date): Tuition Fees * Part Refund: Unspent Tuition Fees for current course at time of withdrawal if withdrawal is after course commencement date. Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.

Schedule D, Student Default: Course Withdrawal/Release Non-Package Courses

Situation	Refund
Cancellation/Withdrawal more than 8 weeks (56 days) before the commencement date for a non-package course CoE.	Full Refund: Tuition Fees * Full Refund: OSHC Fee.
Cancellation/Withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date for a non-package course CoE.	75% Refund: Tuition Fees * Full Refund: Materials Fee and OSHC Fee.
Cancellation/Withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date for a non-package course CoE.	50% Refund: Tuition Fees * Full Refund: Materials Fee and OSHC Fee.
Cancellation/Withdrawal less than 2 weeks (14 days) before initial course start date or after the official course commencement date.	No Refund: Tuition Fees OR CoE Security Deposit & Materials Fee Full Refund: OSHC Fee if cancellation is before official commencement date. No Refund: OSHC Fee if cancellation is after official commencement date.

Cancellation of CoE and Reporting for breach of student visa conditions, conditions of enrolment and/or National Code Standards (Unsatisfactory Attendance, Unsatisfactory Academic Progress, Non-payment of Fees, etc.)	No Refund: Tuition Fees OR CoE Security Deposit & Materials Fee. No Refund: OSHC Fee.
Cancellation/Withdrawal due to demonstrated Compassionate and/or Compelling Circumstances.	Full Refund (if withdrawal is before course commencement date): Tuition Fees * Part Refund (if withdrawal is after course commencement date): Unspent Tuition Fees for course at time of withdrawal. Full Refund: OSHC Fee if withdrawal is before course commencement date. No Refund: OSHC Fee if withdrawal is after course commencement date.

Schedule E, Accommodation Problems

Situation	Refund
Cancellation more than 2 weeks (10 working days) before student's arrival date.	Full Refund: Pre-paid rent for Homestay and CozyStay.
Cancellation from 2 days (48 hours) to 2 weeks before student's arrival date.	Part Refund: Homestay forfeits Placement Fee and 2 weeks Rent. Part Refund: CozyStay: forfeits \$350.00.
Cancellation less than 48 hours before student's arrival date.	No Refund.

* Tuition Fees OR CoE Security Deposit plus Enrolment and Materials Fees for the cancelled course/s minus the lesser of 5% of the amount of Course Fees received before the default date or \$500.

Compassionate and Compelling Circumstances

Compassionate and Compelling Circumstances are situations which are generally beyond the control of the student and which have an adverse impact on the student's capacity and/or ability to: commence their course within two weeks of the scheduled start date; or to attend scheduled classes for a significant period of time during the enrolment period.

Such circumstances include, but are not limited to: Inability to begin studying at the scheduled date due to the late issue of a student's visa and consequent delay in travel to Australia; serious illness or injury, where a verified medical certificate states that the student was unable to attend on the commencement date and/or for a significant time through the course; bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided); the student recently giving birth or a student's partner recently giving birth, thus preventing commencement on the published start date or attendance for some time through the course (with supporting documentation); major political upheaval or natural disaster in the home country preventing their departure for Australia, or requiring their emergency travel to their home country; and a traumatic experience.

Evidence

All applications for special leave must be supported by documentary evidence which will vary with regard to the specific circumstances, but could include: relevant DIBP visa documents; relevant travel documents; relevant media reports relating to a natural disaster impacting on a student's area of residence; a relevant Medical, Death or Birth Certificate; a police incident report; a social worker's report; and/or a psychologist's report. Certificates not written in English must be translated into English by approved NAATI translators.

Policy and Procedures Responsibilities, Review and Linkages

Approved by:	Education Centre of Australia Principal Executive Officer	Date:	February 2016
Date Effective:	21 March 2016	Date of Next Review:	17 March 2017
Document No:	English Language School in Sydney P&P: ESOS 10:02.02		
Custodian:	EL SIS Director of Studies		
Responsible Officers:	Education Centre of Australia Quality and Compliance Manager		
Supporting Documents, Procedures & Forms:	ELSIS Website ELSIS Student Orientation Manual ELSIS Student Services Policies and Procedures Completion within Expected Duration Policies and Procedures Monitoring Attendance Policies and Procedures		
References & Legislation:	Education Services for Overseas Students Act 2000 Education Services for Overseas Students Legislation Amendment (Tuition Protection and Other Measures) Act 2011 National Code of Practice for Providers of Education and Training to Overseas Students 2007		