



## CANCELLATION AND REFUND POLICY

### PREAMBLE

This policy sets out the circumstances that a student is entitled to a refund and the procedure a student must follow to withdraw from a course to get a refund.

### DEFINITIONS AND ACRONYMS

In this Refund Policy and as the context requires:

**“Application Fee”** is the fee for processing your application to study at the College. The Application Fee is payable regardless of whether you are offered a place in a Course.

**“Cancellation Fee”** is, for English language Courses, 20% of the total Tuition Fee for the Course, and for all other Courses is the Enrolment Acceptance Fee.

**“Course”** means the course you have applied to enrol in, or, where you have enrolled in multiple courses, each course listed in the Letter of Offer.

**“Course Fees”** means the Tuition Fees and the Non-Tuition Fees.

**“Course Start Date”** is the start date for the Course as set out in the Letter of Offer.

**“Enrolment Acceptance Fee” or “EAF”** is the fee to reserve your place at the College and is payable when you accept the Letter of Offer. If you start your Course, the EAF will be applied towards the Tuition Fees otherwise it will be applied towards the Cancellation Fee.

**“Letter of Offer”** is the letter offering a place in a Course and which will set out the fees that are payable by you in respect of the Course.

**“Non-tuition Fees”** means fees received by the College that are not directly related to tuition for your Course, but excludes the Application Fee.

**“Student Course Variation form” or “SCV form”** means a written notice in a form prescribed by the College.

**“Tuition Fee”** means the fees received by the College for tuition for your Course.

**“You” or “Your”** means the Student or the Student’s legal guardian (where the student is under 18 years of age).



“Your Fault” includes circumstances where:

- a) you do not start the Course on the Course Start Date;
- b) you withdraw from a Course either before or after the Course Start Date;
- c) you failed to pay fees;
- d) you breached a condition of your student visa, including where applicable, failure to maintain satisfactory course progress and/or satisfactory attendance or failure to maintain approved welfare and accommodation arrangements; and
- e) any behaviour that results in the cancellation of your enrolment.

## POLICY/PROCEDURE

### 1. REFUND POLICY

- 1.1 The College’s offer of a place is contingent upon payment of the Application Fee and the Enrolment Acceptance Fee.
- 1.2 Tuition Fees must be paid by the due date specified in the Letter of Offer otherwise an administration fee of \$100 will be charged.

### 2. REFUNDS

- 2.1 The Application Fee is not refundable.
- 2.2 **Except** in cases of provider default or student visa refusal, refunds will only be made in the following circumstances:
  - a) **Where you cancel BEFORE the Course Start Date**  
If written notice is received not less than 14 days prior to the Course Start Date the College will, within 28 days, refund the Course Fees less the Cancellation Fee. No refund of fees will be given where notice is received less than 14 days prior to the Course Start Date including where the Course Start Date has passed.
  - b) **Where you withdraw from the Course AFTER the Course Start Date**  
No refund of fees will be given once the Course Start Date has passed.

### 3. PROVIDER DEFAULT

- 3.1 In cases of provider default, that is, where the College cancels or stops providing your Course for any reason, the College will, within 14 days, refund on a pro rata basis, the Tuition Fees for the weeks that tuition will not be provided, unless:
  - a) you withdraw from a Course before it is cancelled; or
  - b) you accept an offer in an alternative course arranged by the College.



- 3.2 In the unlikely event the College does not meet its obligations to either offer an alternative course that you accept or pay you a refund of your unspent prepaid tuition fees, the Australian Government's Tuition Protection Service will contact you and assist you in finding an alternative course to get a refund if a suitable alternative is not found.

#### 4. STUDENT VISA REFUSAL

- 4.1 If you do not start a Course on the Course Start Date or if you withdraw from a Course on or before the Course Start Date, due to student visa refusal, the College will, within 28 days, refund the Course Fees less 5% of the Course Fees (up to a maximum amount of \$500).
- 4.2 If you start a Course on the Course Start Date and then your student visa is refused, the College will, within 28 days, refund on a pro rata basis, the Tuition Fees for the weeks from when you withdrew from the Course until the end of the period that the Tuition Fees apply to.

*Refunds in the case of provider default and student visa application refusal are regulated by law. Please refer to the Education Services for Overseas Students (Calculation of Refund) Specification 2014 for the precise methods of calculating the refund.*

- 4.3 Where you defer commencement in a Course and you then cancel the Course, the original Course Start Date before your request for deferment(s), will be used as the Course Start Date to determine whether a refund is to be made.
- 4.4 No refund will be made where the College cancels, suspends or terminates your enrolment as a result of Your Fault.
- 4.5 If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
- 4.6 If you are under 18 years old, the refund may be paid to you but only with the authority or consent of your parent or legal guardian.
- 4.7 The College may:
- a) request further information or evidence to confirm that you are the person entitled to receive the refund or give a direction to pay the refund;
  - b) pay the refund by bank draft or company cheque (in case of refund within Australia) or by international bank draft; or
  - c) pay the refund to a bank account by direct credit (in case of refund within Australia) or by telegraphic transfer (in case of refunds outside



of Australia) but only if you provide evidence that the bank account exists.

- 4.8 All refunds will be made in Australian currency only, unless the College's Bank is unable to do so, in which case the refund will be made in the equivalent United States of America currency calculated using the Bank's exchange rate for the relevant date of transfer. The College is not responsible for currency exchange rate fluctuations, delays or loss of refund in transit (mail, courier, telegraphic transfer or otherwise) as a result of incorrect information provided by you.
- 4.9 You agree that the College may change these conditions at any time and in the event that you seek to cancel or obtain a refund please refer to the College's Cancellation and Refund Policy on [www.eu.edu.au](http://www.eu.edu.au).

**IMPORTANT:** This written agreement, and the rights 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 Australian Consumer Law if the Australian Consumer Law applies.

## 5. HOW TO WITHDRAW FROM A COURSE AND GET A REFUND

- 5.1 Complete a Student Course Variation (SCV) form. The SCV form is available from the Student Care Office. If you are under the age of 18 years your legal guardian will need to complete and sign the form.
- 5.2 Complete a Refund Request Form
- 5.3 Attach all relevant documents to the SCV form. You should attach documents supporting the reason for your withdrawal and confirming your identity as well as a Refund Request Form.
- 5.4 Hand in the completed forms to Student Care or email to: [refunds@eu.edu.au](mailto:refunds@eu.edu.au). Please make sure that your student number and current contact details (email address, mobile phone number) are on the form. Please sign and date the SCV form before handing it in. Your form will NOT be processed if it is not signed and dated.
- 5.5 The College will process your completed SCV form and assess whether you are entitled to a refund based on our Cancellation and Refunds Policy. The College may ask for further information or documentary evidence. Please note that incomplete SCV forms may delay the processing of the SCV form and payment of refunds.



**POLICY REVIEW**

This policy will be reviewed as part of the *College's three (3) yearly review or as legislation requires.*

**RELEVANT LEGISLATION**

This document references the following legislation, regulations, codes and standards:

Relevant Legislation/codes/standards	
<b>Commonwealth</b>	Education Services for Overseas Students Act 2000 (Cth) Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth) National Code of Practice for Registered Authorities and Providers of Education and Training to Overseas Students 2018

**KEYWORDS**

<b>Keywords</b>	refund, withdrawal from a course, fee, default, student visa refusal
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**POLICY OWNER**

<b>Owner</b>	Learner Experience Enterprise Unit
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**POLICY/PROCEDURE HISTORY**

Policy History			
Current version	Current version release date	Author	Description of changes
Cancellation and Refund Policy v1.8R			Original version
Cancellation and Refund Policy v1.8R(EU)	June 2019	Sara Gaudry	Update of letterhead and format. No change to policy content.
Cancellation and Refund Policy v1.8R(EU)	March 2020	Sara Gaudry	Amendment to legislation reference