

Cancellations & Refunds Policy

| Document Title | Cancellation and Refund Policy |
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| Code | SF003 |
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| Responsible Officer | Associate Director |
| Date Approved | 30/09/2020 |
| Approved by | Board of Directors |
| Stakeholders | Scots executive management and Finance Team |

1. Purpose

Scots English College (Scots)'s Student Refund Policy observes the principles outlined in the ELICOS Standards 2018, the Education Services for Overseas Students Act 2000 (Cth) (ESOS Act) and related regulations, legislative instruments and standards.

The objective of this policy is to provide students with a clear understanding of when and how their fees will be refunded by Scots. All refund requests must be submitted in writing on the Refund Form and must be accompanied by official documentary evidence of the grounds for the request.

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.

2. Procedure

To request a refund student must complete the Refund Application Form and submit it to the Finance Department either by post, in person or by email. Where a refund is payable, the refund is made in Australian dollars, within 28 business days from the date the student lodges a written request for a refund of their tuition fees.

Payment will be made to an account nominated by the student on the Refund Application Form.

If Scots is unable to provide the academic program offered then Scots will either arrange for

the student to be offered a place in an alternate course at Scots' expense or be provided a full refund at the students election as set out in this policy below.

3. International Students

Provider default by Scots

If Scots English College defaults it will either:

- (a) arrange for the student to be offered a place in an alternative course(s) delivered by a CRICOS registered provider at the Scot's expense
; or
- (b) pay a refund as provided in this clause.

The student may elect whether to accept the offer of an alternative place, or to obtain a refund.

Applications are not required for refunds under this clause, which will be paid within 10 working days of the agreed starting date or the date on which the course ceases to be provided.

Note: see section 46D of the *Educational Services for Overseas Students Act 2000 (Cth)*.

Full tuition fee refunds

Full tuition fee refunds are payable if:

- Scots is unable to provide the course offered (tuition and all other compulsory fees will be refunded in this circumstance) and the student does not wish to undertake an alternate course at Scot's expense.
- Scots withdraws the offer of enrolment for reasons other than incorrect or incomplete information supplied by the student at the time of enrolment and the student does not wish to undertake an alternate course at Scot's expense.
- An Australian visa application is refused before commencement of the course. Refund of all fees minus administrative charge of \$200. Students must supply evidence of their visa refusal to Scots.
- Approval of an Australian student visa is delayed for reasons beyond the student's control resulting in the student being unable to commence the program in which they have accepted an offer of a place. Refund of all fees minus administrative charge of \$200. Students must supply evidence of their visa refusal to Scots.

If Scots is unable to provide a refund, or place the student in an alternative course, then, under Division 3, the Tuition Protection Services, TPS Director will provide the student

with options for suitable alternative courses (if any such courses are available). Scots will notify, in writing, the Secretary and the TPS Director of the default within 3 business days of the default occurring. Scots will also notify, in writing, the students to whom the default has affected.

Partial tuition fee refunds

Partial tuition fee refunds are payable in the following manner: the following %s are all based on tuition fees received for Scots English course.

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| 70% | When the student decides and gives a written notice of not to enrol at least four weeks prior to the commencement of the course. |
| 50% | When the student decides and gives a written notice of not to enrol less than four weeks prior to the commencement of the course, but before the course commencement date. |
| Unspent tuition fee | When an Australian visa application is refused after the student has commenced the course. |

No tuition fee refund

No tuition fee refund is payable if:

- After commencement of the course, the student withdraws before completing the program. In this case the student is liable to pay the full tuition fee for the course and any expenses, costs or disbursements incurred in recovering the tuition fees.
- The student has provided fraudulent information to Scots including any of:
 - making a material misrepresentation, or another person doing so on the applicant's behalf, in applying for admission to a course;
 - failing to disclose to Scots a fact or circumstance material to Scots' decision to admit an applicant;
 - obtaining admission on the basis of a degree, diploma or certificate obtained wholly or partly by fraud, academic misconduct or other dishonesty;
 with the result that Scots withdraws an offer of a place or terminates a student's enrolment.
- The terms and conditions of the contract between the student and Scots are breached.
- The student who breaches their visa conditions or fails to meet course

requirements.

Change courses

If a student changes courses after commencement of the course in which they were originally enrolled, they will be subject to the current fee structure. Students are also subject to paying a new materials fee due prior to the commencement of their new course.

Deferral of Studies

A student is only allowed to defer commencement or suspend studies of a course on medical grounds with a doctor's certificate or other exceptional compassionate and compelling circumstances. Where a student defers commencement or suspends on any other grounds, Scots English College must report the student to DIBP via PRISMS as not complying with visa conditions.

Where a student's deferral application is approved, all tuition fees will be transferred to the next available intake. If after deferring a student gives written notice that they do not intend to take their deferred place, a refund will be processed in accordance with the timeframes and circumstances relevant to the original deferral.

Exceptional and compelling circumstances

Where a student or their representative gives written notice prior to the commencement of the course that he/she is withdrawing from a course due to exceptional circumstances being:

- a) Illness/disability; or
- b) Death of the student or close family member (parent, sibling, spouse, child) excluding pets, step siblings and first/second cousins; or
- c) A political, civil or natural event which prevents full payment of fees or the students' attendance.

Scots as applicable may in its sole discretion grant a total or partial refund of tuition fees subject to the provision of documentary evidence in support of the application.

The following fees are non-refundable in prior to the commencement of the course:

- Enrolment fee;

- Application fee, accommodation placement booking fee and airport pickup fee

The following fees are non-refundable after the commencement of the course:

- Overseas Student Health Cover (OSHC) fee;

4. Change and Version Control

| Historical Version | Approved by | Approval Date |
|--------------------|--------------------|----------------|
| 2016.01 | Associate Director | January 2016 |
| 2020.09 | Associate Director | September 2020 |