

EMBASSY Refund and Cancellation Policy

1. PURPOSE

The Australian Government wants overseas students in Australia to have a safe, enjoyable and rewarding place to study. The Department of Education and Training looks closely into monitoring all of its providers in Australia using the ESOS Framework and they include the Education Services for Overseas Students (ESOS) Act 2000 and the National Code 2007, Standard 3. In accordance with Embassy's obligations under the ESOS Framework, the following information represents Embassy's policy towards enrolled students who:

- a) Request a refund of fees
- b) Wish to cancel their course, and
- c) Wish to withdraw from their course

2. SCOPE

This policy applies to all Embassy students enrolled within ELICOS programmes in Australia offered by Study Group Australia Pty Limited, trading as Embassy English.

3. GENERAL REFUND POLICY

Refunds will be provided to students:

- a) Within 28 days if the student default is based on a visa refusal. The student needs to provide the International Admissions Centre (IAC) with a copy of the visa refusal by email or courier.
- b) Within 14 days if the school defaults. In the unexpected event of when the school defaults, the student is eligible to receive a refund of the unexpended pre-paid tuition fees which the student has paid to the school. The refund amount will be based on the portion of tuition for which the student has paid but for which tuition has not yet been received.

All refunds will be sent to the account of the Embassy English representative to whom the fees were originally paid, or to the individual from whom Embassy has received the original direct payment. Refunds will be processed according to Embassy English terms and conditions. Please refer to the Embassy English terms and conditions policy.

3.1. Where visa is rejected post payment

If a student's visa application is rejected after payment has been received, all fees, excluding any cancellation fees detailed in the Cancellation Policy below, will be refunded within 28 days, provided:

- a) A visa refusal letter is received by our International Admissions Centre (IAC) at least two working days before the course is due to start, and
- b) The student has fulfilled all requirements for a visa application

Students should contact their local embassy, Consulate or High Commission to ensure they are allowed to enter and study in their chosen country. No refund will be made if a visa rejection is based on a student's failure to meet the necessary criteria for their chosen visa category or where the student has supplied fraudulent, forged or deliberately misleading documents.

3.2. Where Embassy cannot deliver a course in full

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In the unlikely event that the school is unable to deliver a course in full, the student will be offered the refund amount in accordance with the above paragraph. The refund will be paid within 14 days of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by the school at no extra cost.

The student has the right to choose whether they would prefer a full refund of course fees, or to accept a place on another course. If they choose placement onto another course, Embassy will ask them to sign a document indicating the acceptance of the placement. If the school is unable to provide a refund or to place the student on an alternative course, the Australian government's Tuition Protection Scheme's (TPS) director will provide access to a suitable alternative course.

4. CANCELLATION POLICY

Embassy defines "cancellation" as a change occurring before the start date of the first course. All cancellations must be made in writing to our International Admissions Centre and the following refund policies apply:

Enrolment Fee, Courier Fee, Accommodation Placement Fee, or Administration Fee are non-refundable.

However, a refund will not be provided in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documents

4.1. Tuition Refunds before arrival in Australia

For pre-arrival Student visa refusal, the following applies:

a) Visa Refusal: Embassy English agrees to refund within 28 days, tuition and non-tuition fees paid where the student produces acceptable certified evidence that the application made for a student visa was rejected by a visa-issuing authority.

The amount of the refund is the fees paid by or on behalf of the student, minus the lesser of the following amounts that will be retained:

- 1) 5% of the amount of fees received (pre-paid tuition fees, non-tuition fees)
- 2) \$230

b) Students will be charged the enrolment fee plus 30% of total tuition fees, as well as all other sundry fees if cancelling prior to the start of their course but have not been refused a visa.

For non-student visa refusal and general cancellation, including student visa applicant, the current cancellation fees of Tuition and Accommodation refund policy before arrival still apply.

4.2. Accommodation Refunds before Arrival

a) Students cancelling their accommodation less than fourteen days before arrival will be charged an amount equal to one week of accommodation.

b) For cancellations less than 48 hours before arrival, an amount equivalent to 4 weeks of accommodation will be charged, or the full accommodation fee if the booking is less than 4 weeks in duration.

5. WITHDRAWAL POLICY

Embassy defines withdrawal as termination of a course after the first course has started. Any withdrawal must be made in writing to the centre director of the school where the student is studying.



Enrolment Fee, Courier Fee, Accommodation Placement Fee, and StudyCare or OHSC premium will not be refunded for any student terminating their course after arrival.

5.1. Tuition Refunds after Arrival

Written notification of withdrawal must be provided as a condition for making refunds. If a student breaches the visa conditions, no refund of the semester fees will be made.

No tuition fees will be refunded to students who leave after the course has started. When a student has enrolled in multiple locations/courses, the course start date for the purpose of this clause is that of the initial Embassy course.

5.2. Accommodation Refunds after Arrival

a) Students leaving their accommodation must give at least 4 weeks of notice in writing. After deducting the price of accommodation used, including the required notice period charged at the standard accommodation rate, accommodation fees in excess of the accommodation period will then be refunded, less the administration fee.

b) A 10% withdrawal fee will be deducted from the balance.

6. RESOLUTION OF DISPUTES

In the event of a dispute between an individual student and the school, procedures are in place to facilitate the resolution of the dispute. Any complaint should first be made to the student's Program Manager. Each complaint will be fully investigated provided that it is received within a month of the course ending and all fees have been paid. If the matter is not resolved, the student should complain in writing to the Centre Director. Students may lodge an external appeal or complain about this decision through the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider. See the Overseas Students Ombudsman website www.oso.gov.au or phone 1300 362 072 for more information.

7. FORCE MAJEURE

Embassy is not liable in the event where it is unable to fulfil any service to which it is contractually bound because of fire, natural disaster, acts of government, failure of suppliers or subcontractors, labour disputes or other reasons which are outside its control.

Embassy English: Refund and Cancellation Policy	
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Provider: Study Group Australia Pty Limited
National CRICOS Provider Code: 01682E

Study Group Australia Pty Limited
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	Directors
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