



Cancellation and Refunds Procedure

All aspects of the procedure set out in this document will adhere to the associated policy document.

All aspects of the procedure set out in this document will adhere to all legislative and regulatory requirements relevant to international students of VET and or ELICOS courses and to consumers in Australia general.

All terminology used in this document are defined in the section at the end of the document titled 'definitions'.

Procedure

Student Default

The student will be deemed to have defaulted where a student cancels their course, does not start on the course commencement date, and/or fails to notify of any circumstances that may affect the enrolment.

The student will also be deemed to have defaulted where the student has breached a condition of their visa, fails to pay an amount payable to Greenwich English College Pty Ltd for their course, and/or fails to comply with the Student Code of Conduct resulting in dismissal and/or suspension from the course and/or Greenwich English College.

In any and all cases of default by a student where that student or their representative requests a refund of fees paid for any reason, the following procedure should be followed:

1. The student(s) applying for a refund must do so in writing to Greenwich English College Pty Ltd stating the reasons for requesting a refund and including any supporting documentation;
2. Upon receipt of the application for refund of fees in writing, the appropriate staff member of Greenwich English College Pty Ltd will check to ascertain whether the student has attended classes, or been issued with any relevant training materials or resources;
3. The student's enrolment information will be updated to reflect non-attendance at the associated course;
4. The completed Refund Request Form to the will be forwarded to the Operations Manager for consideration.
5. Where the Operations Manager approves the application for refund it will be forwarded to the General Manager for final approval;
6. Only the General Manager will have the authority to approve refunds.

All refund requests will be assessed and responded to based on the following:

7. In all cases, as made clear in the Terms and Conditions included in the Greenwich English College Pty Ltd application forms and written agreements, the enrolment fee, instalment fee, credit card transaction fee, and accommodation placement fee are non-refundable;
8. In any case where the student has breached a condition of their visa, failed to pay an amount payable to Greenwich English College Pty Ltd for their course, and/or fails to comply with the

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Student Code of Conduct resulting in dismissal and/or suspension from the course and/or Greenwich English College, no refund of fees paid whatsoever will be made.

9. Where a student cancels their enrolment more than 28 days prior to the course commencement date, Greenwich English College will refund in full tuition and material fees paid less \$250 cancellation fee.
10. Where a student cancels their enrolment between 28 days and 14 days prior to the course commencement date, Greenwich English College will refund 75% of tuition fees and material fees paid.
11. Where a student cancels their enrolment between 14 days and 7 days prior to the course commencement date, Greenwich English College will refund 50% of tuition fees and material fees paid.
12. Where a student cancels an enrolment an enrolment comprising of free weeks only and cancellation fee of \$50 will apply.
13. Where a student cancels their enrolment after commencement date, all outstanding/ due fees until the effective cancellation date must be paid in full.
14. Where a student cancels on and/or after the due payment date, the due fees and any outstanding fees until the date of the cancellation effective date must be paid in full.
15. Where a student cancels their enrolment less than 7 days prior to or after their course commencement date, fails to notify of any circumstances that may affect the enrolment and/or if they fail to commence the course on the agreed upon date, no refunds whatsoever will be given;
16. Where a student wishes to defer their course start date they should notify Greenwich English College 14 days or more before the course commencement date. Where a course deferment is granted and the student later cancels, any refund amounts will be calculated based on the original course commencement date. Any deferral of course commencement date may impact on entry to fixed entry courses (all courses except General English and IELTS). Student visa holders will be notified that any deferral of more than 14 days will require a change of eCoE and may impact on their visa status.
17. Where a student is enrolled in more than one Greenwich English College course, the cancellation and refund policy will apply based on the proposed actual commencement date of the earliest course.
18. Where a student is on an instalment plan, then any fees due until the cancellation effective date must be paid by the end date. If the instalment fee plan falls under the TPS regulations, any subsequent payments must be made on the due date and not before.
19. Where a student cancels their accommodation booking more than 14 days prior to the accommodation commencement date, Greenwich English College will refund all accommodation fees paid.
20. Where a student cancels their accommodation booking between 14 days and 7 days prior to the accommodation commencement date, Greenwich English College will refund 50% of accommodation fees paid
21. Where a student cancels their accommodation booking less than on or after the accommodation commencement date, Greenwich English College will charge a cancellation fee equivalent to 4 weeks accommodation or 100% of accommodation fees paid if less than 4 weeks.
22. Where a student cancels their airport transfer more than 7 days prior to the accommodation commencement date, Greenwich English College will refund all airport transfer fees paid.
23. Where a student cancels their airport transfer 7 days or less prior to the accommodation commencement date or if a student fail to arrive at the specified date and time, no refund of airport transfer fees paid will be given.
24. If approved, the Refund Request Form will be signed by the General Manager and forwarded to the admissions and accounts departments for recording and processing. A copy of the approved and processed Refund Request Form will be maintained for review and Audit purposes;
25. All refunds will be paid by Greenwich English College within 28 days of the date of notification to the nominated account.

26. If approval is denied, the student will be informed of the decision and its basis, by a support team member and a copy of the Refund Request Form will be maintained on the student's file where applicable;
27. Should the student wish to appeal a decision to deny a refund request by the Director of Studies and/or provide further pertinent information or documentation, they may request this appeal be heard by the General Manager.
28. Any such appeal must be heard by the General Manager and a written response given within 10 working days. The General Manager will hear only one such appeal per application.
29. Should this appeal be unsuccessful, the student will be notified of their right to an external appeal and will be given the contact details for the Overseas Students Ombudsman.

Exceptional circumstances

In exceptional cases of financial hardship or other extenuating circumstances, the student may make an application for full or partial refund and forward this in writing to the General Manager of Greenwich English College Pty Ltd. The General Manager will then determine whether the application is approved, and the amount of fees paid which will be returned to the student.

Extenuating circumstances refers to those circumstances which affect the student's life and studies in Australia in such a way that do not allow them to resume their routine.

Visa Rejections

In any and all cases in which a student application for a visa to study in Australia is rejected and where that rejection leads to the student being unable to partake in the course or part of the course in which they have enrolled and for which they have paid fees, the following procedure should be followed:

1. The student and/or their representative must notify Greenwich English College Pty Ltd in writing at least 2 days prior to the commencement of their course;
2. In all such cases, the student and/or their representative requesting the refund must supply the full and official notification of rejection from the relevant department of the Australian government for the refund to be approved;
3. Where the student has yet to begin a course of study with Greenwich English College Pty Ltd, a full refund of all tuition fees will be made;
4. Where Greenwich English College Pty Ltd receives such a notification less than 2 working days prior to the commencement of the student's course, it retains the right to withhold the lesser amount between \$500 or 5% of tuition fees paid from the final amount refunded;
5. Where a student commences a course at Greenwich English College Pty Ltd and subsequently their visa application is rejected, Greenwich English College will refund the portion of tuition fees which have been paid but for which tuition has not yet been received;
6. All non-tuition fees will be refunded in accordance with the above detailed policy on refunds in cases of student default.

College Default

In any and all cases of default by Greenwich English College Pty Ltd, the following procedure will be followed:

1. The admissions department will report to the General Manager on the numbers and all details of all students whose courses have been defaulted;
2. The General Manager will arrange communications to all students whose courses have been defaulted on and will arrange suitable alternative course(s) or refunds;

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3. Where refunds are paid, these will be full refunds of all fees connected to the course or part of course defaulted upon;
4. The General Manager will arrange communications in writing, and in person where possible, to notify the Student that Greenwich English College Pty Ltd will notify the Secretary of DET and TPS Director (via PRISMS) of provider default within 3 Business Days after the default occurs.
5. The General Manager will notify the Secretary of DET and TPS Director (via PRISMS) of the outcome of provider default within 7 days after the "provider obligation period" as that term is defined under the ESOS Act, and will include details of the alternative course or refund provided to the relevant student(s).

Definitions

Unless otherwise defined in this Refund Policy the following terms shall have the following meanings:

'Agent' and **'Representative'** means a third party agent appointed by Greenwich English College Pty Ltd to source overseas students for study in a course delivered by Greenwich English College Pty Ltd.

'Course commencement date' means the date on which the course was scheduled to start, as per the written agreement between Greenwich English College Pty Ltd and the Student.

'Application Fee' means the fee required to be paid by the Student when the Student lodges his or her Student Application Form with Greenwich English College Pty Ltd.