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English Path Brisbane Refund Policy and Procedures

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Introduction

This Refund Policy and Procedures document outlines the process for requesting and processing refunds at Green Academy Pty Ltd trading as English Path Australia herein after known as English Path. It ensures compliance with relevant legislation, including the ESOS Act and the National Code 2018, while maintaining fairness and transparency for all students. This policy provides clear guidelines on refund eligibility, procedures, and appeals to support students in making informed decisions regarding their financial commitments.



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1. Purpose

The purpose of this policy and procedure is to outline the process regarding issuing of refunds and to ensure that all relevant legislative and regulatory requirements are adhered to in the actions and decisions made by English Path.

English Path will ensure that all students are treated fairly and with integrity while assessing their refund applications. All 'refunds' are to be signed off by the Student Support team and must be processed within 7 days for provider default situations and within 4 weeks for student default situations, as per ESOS Act requirements.

All refund applications are to be submitted at the campus reception, and the following procedures should be followed in assessing the application.

2. Definitions

Course Fees. The total amount of fees including pre-paid tuition fees and non-tuition fees.

Weekly tuition fees. A daily tuition fee is calculated outcome of total tuition fees for the course divided by number of calendar days in the course. Then, to get weekly tuition fees simply multiply the outcome by 7.

Non-Tuition fees. Enrolment Fee; OSHC Fee; Fees to cover textbooks or uniforms, which student use while they study the course.

Tuition fees. A Term is study period comprised of 12 weeks of teaching. Tuition fees are charged in full for each Term and must be paid according to the Student Agreement.

Deposit. Any monies paid to confirm the student's enrolment in succeeding courses; concurrently with or after signing the Student Agreement.

Agreed start date. The day on which the course is scheduled to start, or a day agreed between English Path and the student as per student's CoE.

3. Responsibility

- For refunds prior to arrival the Admissions Manager is responsible for signing off all refunds and processing them within 7 days of the refund form receipt
- The Student Services team is responsible for signing off all refunds and processing them within 7 days of the refund form receipt
- The Head of Operations (HoO) of English Path will give final approval for payment and payments will be processed by the accounts department



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4. Scope

This policy applies to any staff involved in managing cancellations and the processing of refunds of fees by English Path and to any students impacted by these cancellations and processes.

All staff are made aware of the requirements of this policy through regular meetings, staff updates and continuous improvement practices. Students are made aware of this policy during the enrolment processes, in Student Handbook, on English Path website, at orientation and also throughout the course.

5. Policy

- 5.1 English Path has a policy of providing refunds to students according to the cancellation and refund terms and conditions detailed clearly on the Student Application Form, Letter of Offer, and Course Acceptance Agreement.
- 5.2 As made clear in the Course Acceptance Agreement, English Path's policy of providing refunds also includes adhering to any and all consumer protection legislation and regulations that apply.
- 5.3 As equally made clear in the Course Acceptance Agreement, English Path's policy of providing refunds includes specific terms and conditions in cases of visa rejections.
- 5.4 In all cases of application for a refund, English Path's policy of providing refunds puts the fair and honest treatment of its students first.
- 5.5 In all cases of application for refund, English Path's policy of providing refunds works to ensure all reasonable haste and clarity in the processing of applications. Likewise, financial integrity and legalities are considered with respect to concerns such as money laundering.
- 5.6 In all cases of application for a refund, the Head of Operations (HoO) of English Path will give final approval for payment and payments will be processed by the accounts department.
- 5.7 The details about cancellations and refunds are provided to students via the application form.

6. Procedure

6.1 Refunds and withdrawal:

This policy document includes a plain English explanation of what happens in the event of a course not being delivered, including the role of the Australian Government Tuition Protection Service (TPS).

In the case of provider default, English Path will fulfil its obligation under the ESOS Act and Tuition Protection Service (TPS).

In the case of student default, the amount to be refunded is calculated according to the Calculation of Fees and Refunds Table in this policy.

The refunds must be calculated in accordance with the Legislative Instrument made under section 47E - the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

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English Path will only pay a refund to the student; or to a person nominated by the student only when written authorisation is given by the student in favour of another party.

Student unsatisfied with refund or the processes for claiming a refund have rights to make complaints and seek appeals of decisions internally and externally according to Complaints and Appeals Policy.

This written agreements between English Path and a student, 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.

English Path must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Student before commencing any course at English Path

Where the student notifies of cancellation before commencing any course, written notification must be provided to English Path. In this case:

- Administration fee – No refund
- Airport pickup – Full refund
- Accommodation placement – No refund
- OSHC – Per OSHC provider conditions
- Tuition fee – Refer to Calculation of Fees and Refunds Table

Student withdrawal from their studies after commencement:

Student must notify English Path of their intention to withdraw from their current course at least two weeks prior to the start of their next term. Student failure to notify English Path two weeks prior to their next term start date will be liable to pay whole term tuition fees of their following term. Student must pay any outstanding tuition fee balance of their previous term before withdrawing from their studies.

Where the student withdraws after commencing studies, written notice must be submitted by completing Application to Defer, Suspend or Cancel Enrolment Form indicating courses to be cancelled, signed and dated by the student.

- Administration Fee – No refund
- Airport pickup – No refund
- Accommodation placement – No refund
- Equipment, uniform and material fees – No refund
- OSHC – Per OSHC provider conditions
- Tuition fee – Refer to Calculation of Fees and Refunds Table

Where student requests for deferment after commencing studies at that is more than one term, it will be treated as student's withdrawal from the current term. The student is required to pay fee incurred for the current term and re-enrol after the deferment period paying the respective tuition fees again.

The non-refundable portion of the fees is kept by English Path to offset the administrative costs incurred while delivering services to international students in compliance with the ESOS Act and the National Code

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2018. In all circumstances, except for visa refusal, English Path will deduct certain percentage or may demand student to pay tuition fees for the whole term.

If tuition fees remain outstanding, English Path reserves the right to withhold any Certificates and Records of Results achieved by the student.

6.2 Process of claiming refund:

Refunds based on student applications:

All applications for refund must be made in writing by way of the Refund Request Form and submitted to the reception or via email completed form attachment to **admissions@englishpath.com**

All applications for refunds are to be processed within 4 Weeks from the receipt of student's written notification of cancellation/withdrawal only if the supporting documents have been validated during this timeframe.

Please note the following related to all refund applications received by English Path:

1. English Path Application for Refund form must be completed by the student only. Refund requests made to any other person or submitted by other means will not be considered.
2. Education Agents are not authorised to receive or deal with refund requests from students.
3. Proof of identification is required to be submitted with all refund applications.
4. Refunds will be sent to the bank account nominated by student in writing as part of their refund request.
5. English Path will not take responsibility for delays or expenses caused by student advising wrong account details.
6. Under banking regulations, if a student has made payment using a credit card any refund must be credited to the original credit card.
7. English Path is unable to refund any applicant in any currency other than the Australian Dollars.
8. Date of cancellation/withdrawal is the date the written request was received by English Path.
9. Without proof of Visa refusal by the Australian Government Department, no refund will be issued.
10. Refund will only be calculated if fees are received by English Path, in respect of the student.
11. Depending on the date of student's request for cancellation or withdrawal, the student may be still liable for fees and not eligible for refund.
12. There are no refunds associated with material and resources fees, e.g. consumables etc.
13. Please refer to OSHC provider for refunds directly regarding Compulsory Health Insurance (Student Visa Holders only).
14. Refunds are paid to the student; or to a person nominated by the student only when written authorisation is given by the student in favour of another party.

15. English Path is not responsible for delays caused by the financial institutions in the money transfer.
16. All fees incurred by financial institutions in the money transfer process is the responsibility of the student, and where possible will be pre-deducted from the calculated refund amount.
17. Student can appeal English Path decision taken on their refund application internally and externally through Complaint and Appeal Policy, Procedures, and Process.

The assessment of refund applications shall be granted as indicated below:

6.3 Calculation of fees and refund table

Student Default Circumstances	Details of Circumstances	Calculation of Fees	Calculation of Refund
Student visa refused	Student fails to start a course due to visa refusal (before agreed start date).	English Path will retain on the account of administrative cost: either 5% of each course fees (Tuition fees + Non-tuition fees); or \$500; whichever is less.	Refund course fees (tuition and non-tuition fees) less 5%; or \$500; whichever is less.
	Student's application for student visa renewal got rejected or refused after agreed start date.	English Path will retain weekly tuition fees for part of the course that has already been delivered to the student before the day the student's application for student visa renewal got rejected or refused.	Refund tuition fees for part of the course that has not been delivered to the student after the day student's application for student visa renewal got rejected or refused. Non-tuition fees are non-refundable.
Student visa cancelled	Student's visa got cancelled due to student actions including breach of student visa conditions or holding any other types of visa including permanent residence.	Full term tuition fees for the whole duration of the current term are payable.	No Refund
Cancellation requests before agreed start date	Student's notification of cancellation is at least 4 weeks prior to agreed start date.		Refund tuition fees. Non-tuition fees are non-refundable.



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Student Default Circumstances	Details of Circumstances	Calculation of Fees	Calculation of Refund
Cancellation requests before agreed start date	Student's notification of cancellation in less than 4 weeks prior to agreed start date.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
Cancellation requests after deferment of commencement	Student's notification of cancellation of his/her course after the deferment of commencement date in a student's original eCoE in which visa was granted.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
Cancellation requests in consecutive courses	Student's notification of cancellation in succeeding course enrolled.	English Path will retain the deposit paid towards the succeeding course enrolled.	No Refund
Non commencement	Student failed to commence his/her first course without prior written notification.	English Path will record a Credit Note against the student as to honour the fees paid in that course. This Credit Note is valid for a year from the date issued and is not transferable to any other student. It is neither redeemable for cash nor refundable in full or in part for any reason.	No Refund
	Student failed to commence his/her succeeding course without prior written notification.	English Path will retain deposit paid towards succeeding courses enrolled.	No Refund
	Student failed to satisfy condition of a conditional CoE including English language proficiency requirements and Course specific entry requirements.	English Path will retain deposit paid towards succeeding courses enrolled.	No Refund
Provider Default Circumstances	English Path is unable to provide the course for which the original offer was made.	English Path will refund if any unspent course fee (Tuition fee) received by English Path in respect of the student within 14 days.	
Provider Default Circumstances	Course withdrawn by English Path.	English Path will refund if any unspent course fee (Tuition fee)	



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Student Default Circumstances	Details of Circumstances	Calculation of Fees	Calculation of Refund
		received by English Path in respect of the student within 7 days.	
Withdrawal requests after course has started	Student's notification of withdrawal from the course in at least two weeks prior to the start of his/her next term.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
	Student's notification of withdrawal from the course after two weeks prior the start of his/her next term.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
	Student's notification of withdrawal from the course during his/her study.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
	Student withdraws after his/her course has started without notification.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
Withdrawal during deferment or suspension of studies	Student notification of withdrawal from the course during deferment or suspension of studies.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
Other circumstances	Student expelled for breach of English Path student code of conduct including submitted fraudulent documents or misleading information.	Full term tuition fees for the whole duration of the first term are payable.	No Refund
	Student failed to disclose previous visa refusal / cancellation or makes false declaration on the application.	Full term tuition fees for the whole duration of the first term are payable.	No Refund



6.4 Definition of terms used in refund table above:

Appealing refund decisions:

Student can access internal complaints and appeals processes at no cost if he/she wishes to appeal School's decision taken on his/her refund application.

Student can complete Complaint and Appeal form and submit it to the reception within 20 working days from the decision taken on his/her refund application, to begin appeal resolution process.

Refunds due to non-delivery of course by the English Path (provider default):

Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Refunds of unspent tuition fee under the above conditions will be paid in full to the student.

English Path may arrange within 14 days for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Please refer to the information under Tuition Protection Service (TPS).

Further information

Tuition protection service (TPS) - Refer to www.tps.gov.au for detailed information.

Under the Tuition Protection Service (TPS) framework, all providers have a statutory obligation to report to the TPS Director and the Secretary about provider and student defaults. This is the first layer of tuition protection for students. One of the main objectives of the TPS is to ensure that the placement and refund processes for students are quick and streamlined. The default notification requirements are to ensure students are looked after following a default in a timely way.

Provider default

Under section 46A of the ESOS Act a registered provider defaults in relation to an overseas student or intending overseas student and a course at a location, if:

- The provider fails to start providing the course to the student at the location on the agreed starting day; OR
- After the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before.

Note: Section 46A sets out further rules prescribing when a provider defaults.



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Student Default

Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- The student withdraws from the course at the location (either before or after the agreed starting day); or
- The registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: a. the student failed to pay an amount payable to the provider for the course; b. the student breached a condition of his/her student visa; c. Misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

Note: Subsection 47A (2) - A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

What English Path must do in the event course not being delivered

- Under section 46B of the ESOS Act, English Path must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. English Path must also notify students in relation to whom English Path has defaulted. The notices must be in writing and meet the requirements of the section 46B of the ESOS Act.
- Under section 46D of the ESOS Act, English Path will satisfy its tuition protection obligations to students within 14 days after the day of the default (the provider obligation period) to satisfy your tuition protection obligations to the student as set out in the section. This may include placing students who are referred to the TPS in a suitable alternative course. If a student choose to be placed into another course, English Path will ask student to sign a document to indicate that the student accepted the placement.

What the English Path must do if a student or intending student defaults

- If a student or intending student defaults, English Path must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- Under section 47D or 47E of the ESOS Act, English Path must pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

6.5 Appealing refund decisions:

- Refer to the Student Complaints & Appeals Procedure from the Student Administrations department if you wish to appeal decision taken on your refund application.



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Outline of English Path's internal and external complaints and appeals processes:

- Student can request (appeal) for a review of decisions in writing, including assessment decisions, made by English Path.
- Students can discuss their issues informally with any member of the Student Support Team.
- Staff will endeavour to resolve any disputes, informal/formal complaints or appeals raised regarding student dealings with English Path or English Path's education agents amicably and at an early stage.
- Student can access English Path's complaint and appeal process to lodge a formal complaint or appeal if a matter cannot be resolved informally.
- Student unsatisfied with the informal process can lodge a formal complaint or appeal internally using the Complaints and Appeals Form.
- Student can access Complaints and Appeals Form from the reception. Student can easily access free and comprehensive information about Complaints and Appeals policy, procedures, processes and forms from the website (<https://www.englishpath.com/policies-and-procedures>) at any time.
- Student should complete Complaints and Appeals Form and attach all the supporting documents and information the student has to support their complaint or appeal then submit to Student Support Team in person at the reception.
- There is no charge for students to lodge a formal complaint or appeal internally.
- Once the completed Complaints and Appeals Form is received by English Path, 'Director of Studies' or a delegate will send a written acknowledgement to the complainant/ appellant within as soon as practicable from the receipt of the form.
- Staff will commence assessment of all formal complaints or appeals within 10 working days of it being made in accordance with the complaints handling and appeals process and policy, and finalise the outcome as soon as practicable.
- English Path staff will record, acknowledge, and deal with complaints and appeal in a fair and effective manner.
- English Path staff will conduct the assessment of the complaint or appeal in a professional, fair and transparent manner. Complainant or appellant will not be discriminated or victimised.
- English Path staff will provide student an opportunity to formally present his or her case at no cost. English Path student can be accompanied and assisted by a support person at any relevant meetings.
- English Path staff will notify student providing a written statement of the outcome of the internal complaint or appeal, including detailed reasons for the outcome as soon as practicable.
- Student not satisfied with the internal complaint resolution process or the outcome, can access English Path's internal appeals process within 20 working days from the notification date.
- English Path staff will keep a written record of the complaint or appeal, including a statement of the outcome and reasons for the outcome, according to English Path Record Management Policy and Procedures. Written record of the complaint or appeal and further action required will be maintained in English Path Complaints and Appeals register.
- Where English Path considers more than 60 calendar days are required to process and finalise the complaint or appeal, English Path Staff will:



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- Inform the complainant or appellant in writing, including reasons why more than 60 calendar days are required; and
- Regularly update the complainant or appellant on the progress of the matter.
- If the student is not satisfied with the outcome of the internal complaints handling and appeals process, staff will advise the student within 10 working days of concluding the internal review of the student's right to access an external complaint handling and appeals process at minimal or no cost.
- English Path staff will provide the student with the contact details of the appropriate external complaints handling and external appeals body.
- If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the student, English Path must immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision and advise the student of that action.
- English Path's complaints policy and appeals policy, procedures and process: a). ensures the principles of natural justice and procedural fairness are adopted at every stage of the complaint and appeal process b). are publicly available c). set out the procedure for making a complaint or requesting an appeal or ensures complaints and requests for an appeal are acknowledged in writing and finalised as soon as practicable d). provide for review by an appropriate party independent of English Path and the complainant or appellant, at the request of the individual making the complaint or appeal, if the processes fail to resolve the complaint or appeal.
- English Path will identify potential causes of complaints and appeals and take appropriate corrective action to eliminate or mitigate the likelihood of recurrence.
- English Path will securely maintain records of all complaints and appeals and their outcomes.
- English Path's complaints and appeals policy does not inhibit student's rights to pursue other legal remedies at any point during or after the implementation of procedure.

6.6 Further information

If tuition fees remain outstanding, English Path reserves the right to withhold any Certificates and Records of Results achieved by the student. English Path will refund any monies due to the student, to the student's education agent (where applicable).

7. References

[National Code of Practice 2018](#) – Standard 2 and 3

[Education Services for Overseas Students \(ESOS\) Act 2000](#) – Section 19

8. Forms

Refund Request Form