

Refund Policy

1.0 Scope

Turner English's (Institute) Refund Policy observes the principles outlined in the *Education Services for Overseas Students Act 2000* (ESOS Act) and *The National Code 2007* and applies to all new and re-enrolling students unless otherwise stated.

2.0 Definitions

Institute Default occurs when:

- (a) the course does not begin on the agreed commencement date; or
- (b) the course ceases to be provided at any time after it commences but before it is completed; or
- (c) the course is not provided in full to a Student because a sanction has been imposed on the Institute.

Student Default occurs when the Institute refuses to provide or continue providing a course to a Student due to:

- (a) a Student does not commence a course on the agreed start date;
- (b) a Student cancels their enrolment in a course (this includes an abandonment of the course before its completion);
- (c) a Student failing to pay an amount he or she was liable to pay to the provider, directly or indirectly, in order to undertake a course;
- (d) a Student breaching a condition on his or her visa under Australian law.
- (e) Misbehavior by a Student.

3.0 Refund – all Students

3.1 Institute Default

If there is an Institute Default, the Student can choose to accept either:

- (a) a refund of the course fees, which will be issued to the Student within 14 Days; or
- (b) to be placed in an alternative course with the Institute or another provider. If the Student chooses placement in an alternative course, the Student must sign a document to indicate their agreement to the placement.

3.2 Student Default

3.2.1 Before the commencement date

If a Student cancels their enrolment before the commencement date of a course and requests a refund:

- (a) 20 days or more prior to the course commencement – a refund of 100% of monies paid for tuition fees will be issued to the Student; No refund on enrolment fee.
- (b) less than 20 days prior to the course commencement – a refund of 50% of monies paid for tuition fees will be issued to the Student; No refund on enrolment fee

The written request must be in the Institute approved form. The refund will be processed within 28 days of the written request being received.

3.2.2 After the commencement date

If there is a Student Default, after the agreed start date of a course no refund will be issued to the Student.

In accordance with the Student Enrolment Agreement, the Institute reserves the right to invoice the student the portion of fees owed by the student for services received from the Institute. This includes enrolment fee.

If a Student is able to demonstrate that matters beyond their control have resulted in the request for a refund of a portion of tuition fees that have been paid in advance, that Student may be eligible for a FULL refund provided all fees are paid up to date.

3.2.3 Matters deemed as beyond their control include

- (a) serious illness;
- (b) emergency engagement in home country including family illness, death;
- (c) changes to visa application or the student is refused a visa by the Commonwealth Government authorities
- (d) offer is withdrawn or enrolment terminated because the institute is unable to provide the course of study

In all cases documentary evidence must be provided:

- (i) doctor's certificate, death certificate;
- (ii) letter from an recognized agent will be accepted;

4.0 Applying for a Refund

- 4.1 To apply for a refund the Student must complete the *Withdrawal from Studies Form* and a *Refund Request Form* and attach any evidence or documentation relevant to the Refund Request. The Student must submit the form to the Student Services Department for refunds. The student can download these forms from the Turner English website.
- 4.2 Student will be notified of the outcome of their Refund Request in writing by means of the Refund Request Outcome Letter within 10 working days of the receipt of the Refund Request Form
- 4.3 If an Institute default occurred, Turner English will discharge its obligations and issue a refund within 14 days.
- 4.3 If a Student is dissatisfied with the Institute's decision in relation to their refund request a Student may lodge an appeal under the Institute's Complaints and Appeals Procedure.
- 4.4 If the Agent has paid the Net fees owing to TE and the student becomes eligible for a refund, the Agent agrees to refund the portion of their commission due to the student as determined by our refund policy.