

# Cancellation and Refund Policy

1. Cairns College of English & Business (hereafter referred as to CCEB) under the ESOS Act 2000 and the National Code 2007 must have in place a Cancellation and Refund Policy which is to be provided to international students studying in Australia on a student visa, before formalization of their enrolment.
2. The College's offer of a place is contingent upon payment of the Enrolment Fee.
3. Tuition Fees must be paid by the due date specified in the letter of Offer otherwise an administration fee of \$100 will be charged.
4. Notification of cancellation / withdrawal from unit(s) or course(s) of study must be made in writing to CCEB. The cancellation /refund fee will be calculated as shown in the table at the end of this section.
5. If an applicant accepts a place offered by CCEB and pays the fees, it means a binding contract is created between the student and CCEB.
6. All fees paid including any course fees collected by education agents on behalf of CCEB, except the non-refundable enrolment fee, are subject to this Cancellation and Refund Policy.
7. All fees except the Enrolment Fee and Accommodation Placement Fee will be refunded if you are not granted a visa.
8. Where a visa application is rejected due to a breach in visa conditions, a student must withdraw from CCEB and the cancellation fee will be calculated as shown in the table on this page.
9. Cairns College of English reserves the right not to offer a course previously made available at its own discretion. Where a student is unable to enrol a similar course at CCEB and the enrolment is cancelled then all fees paid will be refunded.
10. Once a student has started their course (or a series of courses) there is no refund for students who wish to cancel or shorten their course structure. Students may be granted a refund after they have commenced their course on the ground of exceptional circumstances which provide compassionate and compelling reasons for withdrawal of the course. Such applications will be considered on a case by case basis and determined at the discretion of the Principal Executive Officer.
11. Should the student cancel their enrolment, CCEB shall effect the necessary refund within 4 weeks (apart from provider default) after receiving a written claim and full supporting documentation from the student. The refund will be paid directly to the student who enrolled in the course, unless the student gives written direction to pay someone else. The refund will be paid in the same currency in which the fees were paid unless this is impractical. For students under 18 years old, the refund may be paid to the student under 18, but only with the authority or consent of a parent or legal guardian.
12. In the unlikely event that Cairns College of English is unable to deliver your course in full (provider defaults), you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by Cairns College of English at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If CCEB is unable to provide a refund or place you in an alternative course, the Tuition Protection Scheme (TPS) will seek to place you in a suitable alternative course. In the event the new course is of higher cost, you will have to pay the difference. Finally, if TPS cannot place you in a suitable alternative course, you will be eligible for a refund of any unspent pre-paid tuition fees.
13. If a student is not satisfied with the outcome of an application for a refund of fees, the student may appeal within 20 working days (four weeks) by submitting a completed Student Appeal Form with full supporting documentation to the Student Services Officer.
14. If a student is not satisfied with the outcome of an Internal Appeal relating to a request for a refund of fees, the student may submit an External Appeal to the Overseas Student Ombudsman.
15. All Applications for a Refund, and all Internal Appeals relating to the refund of fees, will normally be processed within twenty working days (four weeks) of the Application/Appeal being made. Where this is not possible the student will be informed.
16. Agency fees, if applicable, will not be refunded.
17. Agents will forfeit all rights to Agent Commission payment for courses students fail to commence.
18. Students will not be eligible for any refund of fees and charges in any of the following circumstances which result in the cancellation of their eCoE:
  - submitting fraudulent, forged or deliberately misleading documentation in any circumstances relating a student's status as an international student;
  - failure to enrol by the required date without approved deferment, suspension or cancellation of studies;
  - discontinuation of studies without approved deferment, suspension or cancellation of studies;
  - failure to maintain satisfactory attendance;
  - failure to maintain satisfactory academic progress;
  - failure to maintain scheduled fee payments; and/or
  - serious misbehaviour and breach of the Student Code of Conduct.

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19. Unused fees cannot be transferred to another student.
20. Study days lost due to late commencement on courses are not recoverable. There are no refunds for Public Holidays or absences occurring during the course.
21. No refunds for school closure due to dangerous situations (e.g. fire, cyclone, flooding). CCEB may decide to close for the safety of the students and staff.
22. CCEB reserves the right to expel a student who does not adhere to the Code of Conduct of CCEB. In such cases no refund will be made.
23. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.
24. Details of specific refunds available under different circumstances and provided in Schedules A, B and C below.

## International Student Refunds Tables

### Schedule A: Visa and/or Course Cancellation

Notification Period	Refund
If a student's visa application is rejected. (We will need to sight a verified letter from the Australian Embassy/Consulate rejecting the application)	100% Refund of tuition fee (Unless the students has paid only \$ 1000 to secure the CoE, in which case only 50% - \$ 500 – will be refunded); and accommodations, airport pick, material fees and Overseas Student Health Cover fees. No refund on Enrolment Fee and Accommodation Placement Fee.
If a student's visa application is rejected on grounds of submitting false documents.	No Refund.
If CCEB cancels a course (provider default).	100% of prescribed semester tuition fees, materials fees and Overseas Student Health Cover fees.

### Schedule B: Visitor (Tourist), Working Holiday and Non-Streamlined Visa Processing (Non-SVP) Student Visa Course eCoEs

Notification Period	Refund
Cancellation more than 4 weeks ( 20 working days) before the course commencement date.	100% of Tuition, Material and Overseas Student Health Cover fees. No refund on Enrolment fee.
Cancellation more than 1 day but less than 20 working days (4 weeks) before the course commencement date.	50% of Tuition Fees. 100% of Material and Overseas Student Health Cover fees. No refund on Enrolment Fee and Accommodation Placement Fee.
If a student defers their course start date before the initial course start date.	No Refund
Cancellation on or after the initial course start date	No Refund
If the student breaches their visa conditions resulting in their studies being cancelled	No Refund

### Schedule C: Accommodation

Notification Period	Refund
Accommodation Placement Fee (Booking Fee)	No Refund
Cancellation more than 4 weeks ( 20 working days) before student's accommodation commencement date.	Full refund of pre-paid rent for Homestay and Shared Accommodation
Cancellation from 1 day to 20 working days (4 weeks) before student's accommodation commencement date	A charge equal to 2 week's accommodation for Homestay and 4 week's accommodation for Shared Accommodation
Cancellation after student's accommodation commencement date	A charge equal to 2 week's accommodation for Homestay and 4 week's accommodation for Shared Accommodation