# **Cancellation and Refund Policy**





## **Purpose**

In accordance with the ESOS Act and The National Code 2018, UIL will provide refunds to students in line with the consumer laws under the Fair Trading Act 1989.

### Scope

This policy applies to all students undertaking a course or program at the Union Institute of Language.

# **Relevant Legislation**

- The Education Services for Overseas Students Act 2000
- The National Code 2018
- The Fair Trading Act QLD 1989

### **Related Documents**

- UIL Offer Letter
- UIL International Student Application Form
- Refund Request Form

#### **Process**

- a. In accordance with the ESOS Act and The National Code 2018, in certain circumstances UIL will refund 100% of tuition fees, less an administration fee, to international students.
  - 1. UIL will refund tuition fees in full if the Visa application is rejected and UIL is advised in writing (an email is acceptable) and provided with a copy of the Visa rejection letter from DHA.
  - 2. The Enrolment Fee is non-refundable.
  - 3. If the student's enrolment is cancelled as a result of mis-behaviour, a student being disruptive or dangerous to others, fees will not be refunded.
- b. A student cancels their enrolment more than 28 days before their original course starts, UIL will refund 100% of your tuition fees. The refund request must be made in writing. An email request is acceptable.
- c. A student cancels their enrolment less than 28 days before their original course starts, a cancellation fee of 50% of tuition fees paid will be charged. The balance of pre-paid tuition fees will be refunded. The refund request must be made in writing. An email request is acceptable.
- d. Once a student commences a course, a Refund Form is available from the Student Services Officer or the Academic Manager on campus.
- e. No refund will be given after the commencement date of an English language course. If a student has not commenced their course;
  - 1. UIL may approve commencement at a later date and this will be treated as a new enrolment; and
  - 2. an enrolment fee will be charged for this new enrolment; and
  - it is at UIL's discretion to apply any tuition payment from the initial enrolment to this new enrolment and acceptance of the new offer must be made no later than 2 weeks after the original commencement date; and
  - 4. All outstanding fees must be paid prior to a CoE being issued.
- f. Fees are not refunded if a student arrived late or departs before the end of scheduled studies.
- g. Any refund will be paid to the person who paid the fees.
- h. If UIL is unable to deliver the course a student has enrolled in, we will offer a full refund or enrolment in a similar institution. If the student chooses to enroll in a similar institution, any expenses associated with the transfer to the new institution must be met by the student.
- i. In the case of provider default, all monies will be refunded to the person who paid the fees within two (2) weeks of the closure.

This Agreement does not remove the right to take further action under Australia's consumer protection laws.