

Policy

EduNex has developed this policy in accordance with the ESOS Act 2000 and the National Code 2018 to provide clear guidance of refunds for intending overseas students and current enrolled students. The information is consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default. Information will be provided prior to enrolment (prospectus and website) and made available in the student handbook and will set out the following information;

- amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
- processes for claiming a refund
- the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS

This policy does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies

Definitions

Agreed starting day

This means the day on which the course was scheduled to start, or a later day agreed between the registered provider for the course and the student (in the case the confirmation of enrolment ("CoE").

Default by EduNex

This refers to those instances where EduNex:

- fails to start to provide the course to the student at the location on the agreed starting day
- ceases to provide the course at any time after it starts but before it is completed, and the student has not withdrawn before the default day
- is prevented from providing a course because a sanction has been imposed under the NVR Act 2011 and/or the Education Services for Overseas Students Act 2000 and the student has not withdrawn before the day of default.

EduNex does not default, in relation to an overseas student or intending overseas student and a course at a location, if the EduNex fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults.

Default by the student

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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
- EduNex refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - the student failed to pay an amount he or she was liable to pay EduNex, directly or indirectly (including any course money collected by education agents in order to undertake the course);
 - the student breached a condition of his or her student visa, or
 - misbehaviour by the student, as defined by EduNex's code of conduct.

Default day

This means:

- the agreed starting day or
- the day on which the course ceases to be provided; or
- the day on which the student withdraws from the course; or
- the day on which EduNex refuses to provide, or continue providing, the course to the student

Procedure

1. Applying for a refund

All applications for a refund must be made using EduNex's refund application form and forwarded to info@edunex.edu.au. This form is available from the reception desk, administration officer or website.

2. Payment of refunds

EduNex must have cleared the relevant fees in its bank account before any refund can be made. An approved application for refund will be payable to the student unless the student provides EduNex with written authority specifying a person (other than the student) to receive any refund. Details of the person will need to be provided on the refund application form. All amounts payable to EduNex must have been paid or any outstanding amounts will be deducted from the refund. Payment will be made in Australian dollars. EduNex will provide an outcome and pay the refund (if applicable) within the period of 4 weeks after receiving a written claim from the student (student default, including cases where the initial visa was refused) and within 14 days of provider default.

Any commission paid to an agent in relation to the student's recruitment shall be deducted from the refundable amount.

If a student is not satisfied with the outcome of the refund request, the student may appeal the decision using EduNex's complaints and appeals policy and procedure.

3. Refund of fees other than tuition fees

- Application and material fees are non-refundable.
- OHSC fees are refundable in the event of a student not commencing and provided 14 days' notice prior to the agreed starting day.
- Additional fees and charges the student may have paid in relation to their enrolment are non-refundable

4. a) Refunds of tuition Fees

EduNex will refund tuition fees as follows

- If an intending overseas student is refused a visa, (ie – initial student visa), a full refund will be provided.
- If enrolment is cancelled 8 weeks prior to the agreed start date of the course or term, EduNex will refund 80% of the Tuition Fee
- If enrolment is cancelled 4 weeks prior to the agreed start date of the course or term, EduNex will refund 50% of the Tuition Fee
- Where the course has commenced as per the agreed starting day but the student does not start on the day (and has not previously withdrawn), a refund of unspent tuition fees with the exception of the initial payment.
- Compassionate and compelling circumstances and/or as approved by the CEO

b) EduNex will not refund tuition fees in the following cases

- If a current enrolled/prospective student applies for a visa renewal and this visa is refused
- If enrolment is cancelled less than 4 weeks prior to the agreed start date of the course or term

- If enrolment is cancelled after the agreed start date of the course or term for failure to comply with the EduNex Student Code of Conduct, policies and procedures or misconduct/misbehaviour
- If enrolment is cancelled as a result of student breaching their visa conditions (attendance, course progress requirements, etc)
- If enrolment is cancelled or suspended as a result of student not paying due fees on time
- If a student provides, fraudulent or misleading information or documents for the provision of enrolment.
- Application and material fees are non-refundable

4. Conditions

- The date for cancellation of enrolment is the date that EduNex receives the student's written application for cancellation of enrolment.
- In the case where a student's initial visa is refused, the student must provide EduNex with evidence that the application has been refused.
- Where a student has enrolled in more than one course with EduNex, then the agreed starting day is the commencement date of the first course in which the student is enrolled
- In the event that a student has not paid his or her applicable tuition fee, the amount EduNex may retain shall be a debt that is due and payable by the student together with any expenses, costs or disbursements incurred by EduNex in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.

5. Default by EduNex

"In the unlikely event that EduNex is unable to deliver your course in full, you will be offered a refund of all the unused prepaid tuition fees that you have paid to date. The refund will be paid to you within 14 days of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course by EduNex at no extra cost to you. You have the right to choose whether you would prefer a full refund of tuition 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 EduNex is unable to provide a refund or place you in an alternative course, the Tuition Protection Service will provide you with assistance in finding an alternative suitable course at another education provider.

In the event a student cannot find an alternative course placement option, the student will be eligible to request a refund of unspent tuition fees from the TPS, and will be required to comply with any relevant immigration requirements."

Stage 1 - EduNex is deemed in default if EduNex:

- fails to start to provide the course to the student at the location on the agreed starting day
- ceases to be provide at any time after it starts but before it is completed, and the student has not withdrawn before the default day
- is prevented from providing a course because a sanction has been imposed under the NVR Act 2011 and/or the Education Services for Overseas Students Act 2000 and the student has not withdrawn before the day of default.

Stage 2 - EduNex must notify the Secretary and the Tuition Protection Scheme (TPS) Director of the default within 3 working days of the default occurring. EduNex must also notify affected students. All notices of any such default must be in writing

Stage 3 - EduNex has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to affected students studying on a student visa. If EduNex fails to discharge its obligations to the student under the ESOS Act, serious penalties apply.

Stage 4 - Under the ESOS Act, EduNex has 7 working days after the end of its obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F of the ESOS Act.

If EduNex does not meet its obligations affected students studying on a student visa may be assisted by the TPS Director

6. Consumer protection laws

The agreement of the student to the conditions stated in the enrolment agreement, 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.

7. Other legal remedies

These Terms and Conditions do not circumscribe the Student's right to pursue any other legal remedies. This refund policy forms part of the acceptance agreement signed by the student.