

CANCELLATION POLICY STATEMENT

A refund of fees will only be granted as per the conditions of this policy, which complies with the ESOS Act 2000 and the National Code. Before accepting any fees, Language Links requires all students to sign an Acceptance Agreement acknowledging and accepting the terms and conditions of this policy.

Details of this policy are made available to students in our Handbook and Full Terms and Conditions in our webpage www.languagelinks.wa.edu.au.

This written 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.

GENERAL INFORMATION

- › If exceptional circumstances or a natural disaster occurs, refunds may be granted at the discretion of the college.
- › Cancellations, Refunds and Releases are processed at the college's discretion and the college reserves the right to ensure that all cases are genuine.
- › Unused pre-booked holidays will not be considered when calculating study periods of unused tuition.
- › Students should be aware that long-term enrolments may require multiple eCOEs to be issued from Language Links (to show course/ level progression), in this case, if the ELICOS course is not packaged with any further studies, the last eCOE issued by Language Links will be seen as the 'Principal Course'.
- › Students on Payment Plans agree to follow the full terms and conditions of the Payment Plan and Refund Policy and will not be released or have their course cancellation approved until ALL fees due have been paid in full.
- › Written notification must be submitted to the college - via completion of the Refund/Cancellation Form.
- › Notice is calculated based on receipt of written notification.
- › In all circumstances, the notice date is calculated from initial enrolment dates.

TPS INFORMATION: COLLEGE DEFAULT:

Situations of College Default include the following:

- › The course does not start on the agreed starting day; or
- › The course ceases to be provided at any time after it starts but before it is completed; or
- › The course is not provided in full to the student because a sanction has been imposed on the registered provider by the authorities; and
- › The student has not withdrawn before the default day.

In the unlikely event that the College is unable to deliver the course in full, the College will notify the Tuition Protection Service (TPS) Director and Students within three (3) business days of the Provider default and will have a period of fourteen (14) days to satisfy its tuition protection obligations in relation to an affected student.

The student will be offered a place in a suitable alternative course at the College or another provider, at no extra cost to the student, or will be provided with a refund of all unspent tuition fees will be paid to the student within two weeks of the day on which the course ceased being provided. The refund will be paid directly to the student or another person who has been authorised by the student in writing.

The student has the right to choose whether to receive a refund of the unspent Tuition fees or accept a place in another course at the College or another provider.

If the College is unable to provide a refund or placement in an alternative course, or if it appears to the TPS Director that the College is unlikely to satisfy its tuition protection obligations, the student will have access to an on-line placement facility under the TPS. If a student requires any assistance with the placement process, a TPS Administrator or service provider will be available to help the student to place them in a suitable alternative course, or if this is not possible, they will be eligible for a refund as calculated by the TPS Director

NON REFUNDABLE FEES

Enrolment Fee
Course Materials
Homestay Placement Fee
Au Pair – Demi Pair Placement Fee
Examination Fees
Administration Fee
Airport Pick Up Fee
Bank and Surcharge Fees

OTHER FEES

REASON FOR CANCELLATION	NOTIFICATION REQUIREMENTS	REFUND APPLICABLE
Accommodation cancellations* - Student default *Guardian fee refunds will be treated as part of accommodation cancellation for the refund calculation if applicable.	Cancellation received more than 4 weeks before accommodation placement/arrival date.	A full refund of paid weekly accommodation fees.
	Cancellation received 4 weeks or less before accommodation placement/arrival date.	2 weeks accommodation fees will be charged as notice - 100% of remaining paid accommodation fees will be refunded
Changes in Accommodation	After arrival, to transfer/change accommodation, 2 weeks' notice in writing is required (+verbal to host)	(As above) Please note: One (1) transfer/change is permitted per 'Placement Fee'. Any transfers exceeding this will be charged an additional \$200 administration fee.
	Two weeks or less remaining of placement or if Student defaults due to misconduct or a visa breach	No refund is applicable
OSHC – Overseas Student Health Cover	Written notification required directly to the OSHC provider	
Student Lodge Fees - refunds of any amount received by Language Links College on behalf of the student for services other than tuition fees must be requested from the company delivering the service and will be subject to the respective company's refund policies (unless in case of visa rejection).		

PROVIDER DEFAULT		
REASON FOR CANCELLATION	NOTIFICATION REQUIREMENTS	REFUND APPLICABLE
The Provider fails to provide program advertised or terminates an education service -	<p>On or after the course commencement date</p> <p>>Please note that (any) refund in case of College default will be paid directly to the student or another person who has been authorised by the student in writing in the Refund Cancellation Form.</p>	<p>In the unlikely event that the College is unable to deliver the course in full, the student will be offered a place in a suitable alternative course at the College or another provider at no extra cost to the student or will be provided with a refund of <u>all unspent Tuition fees.</u></p> <p>- as per provider default provisions of the <i>ESOS Act 2000</i>.</p> <p><i>Please see TPS Information on page 1 for further details.</i></p>

STUDENT DEFAULT		
REASON FOR CANCELLATION	NOTIFICATION REQUIREMENTS	REFUND APPLICABLE
Student withdraws from course (Course cancellation - student default) Written notification must be submitted to the college	More than 4 weeks before the initial course commencement	60% refund of tuition fees paid
	4 weeks or less before the initial course commencement	50% refund of tuition fees paid
	After course commencement	NO REFUND APPLICABLE
Student's application for Student Visa is unsuccessful / Visa refusals	Written notification must be submitted to the college (Copy of visa refusal letter required)	<p>Before course commencement: Total course fees received minus the lesser of: -5% of the amount of course fees received*; or -\$500; whichever is less</p> <p>Course fees = tuition fees + non-tuition fees received)</p> <p>Note: OSHC fees will be separately processed and refunded).</p> <p>After the course commencement: Refund amount = unspent paid weekly fee x weeks in default period.</p>
The Provider cancels a Student's Enrolment due to a breach of Student Visa conditions or misconduct.	On or after course commencement - after written notification has been provided to the student by the Course Provider.	No refund

PAYMENT OF REFUND

1. All refunds for which a student is eligible will be paid to the student's account elected on the Student Cancellation Refund Request form, unless written authorisation is given by the student in favor of another party. Language Links College will provide the student with a statement detailing the calculation of the refund.

Except for the situation of provider default where the tuition fees are refunded within 14 days, all refunds due to student default will be made within 28 days based on the date the notice of withdrawal is received. Course fees are not transferable to another person.

PROCEDURE STATEMENT

1. All applications for refunds should be made in writing and emailed to finance@languagelinks.wa.edu.au
2. Written applications and any related documents should be attached to the relevant refund application form which can be obtained from reception or requested via email.
3. Applications for refunds received will be processed within 28 days.
4. If a refund is not granted, the student will be notified in writing and advised as to the reasons for the decision. Students may access the Complaints and Appeals process if they disagree with the decision.
5. All applications and copies of related documents will be recorded and kept in the student's file.