

## **Fees, Cancellations and Refunds Policy**

### **Purpose**

Students are advised of all fees associated with their chosen program of study and receive refund information before enrolment.

The information provided to each student will include:

- The total amount of all fees, including the program of study fees, administration fees, materials fees, and other charges
- Payment terms
- Any fees for additional services
- BROWNS cancellation and refund terms.

Students seeking to enrol with BROWNS are responsible for reading and understanding these terms.

### **Definitions**

Program of study – the entire length of study regardless of number of courses or levels enrolled in

Study period - a length of study within the program of study

### **Fee Policy**

Invoices are issued with the Letter of Offer. Invoices outline the deposit amount required to confirm a student's enrolment and the subsequent dates for all required future payments.

International students must pay a deposit equivalent to the application fee plus material and tuition fees.

Non-tuition fees are updated from time to time and are published on the website

<https://brownsenglish.edu.au/dates-and-fees/general-fees>.

When an individual's program of study at BROWNS is longer than 25 weeks, students will not be required to pay more than 50% upfront unless otherwise nominated by the student. Fees are payable 4 weeks before each study period. If a study period exceeds 25 weeks, the program of study will consist of multiple study periods, none of which will exceed 25 weeks. For example, if a student enrolls for 26 weeks, then there will be 2 study periods for that program of study.

Tuition fees and course credit are not transferable.

A student's place in a course is not confirmed until fees are received for the initial study period and our bank has secured the payment.

### **Tuition and other program of study Fees**

As outlined in the Letter of Offer, tuition and materials fees include all study-related fees required to be paid by students.

### **Accommodation and Other Service Fees**

Should a student request additional services from BROWNS, these will be listed on the invoice provided with the Letter of Offer and will be due before commencement or enrolment confirmation as indicated in the invoice. These services may include:

- Accommodation (Homestay or Student Apartments/Residence) fees
- Demi Pair placement fees
- Internship placement fees
- Volunteer placement fees
- Activity fees (not related to program of study)
- Exam fees
- Late payment or other administration fees
- Airport transfer
- OSHC

Should a student provide us with less than 48 hours' notice of any changes to their flight details we cannot guarantee that we will be able to make the necessary changes to their airport pick-up and/or homestay arrangements, and they may incur additional costs.

We do not guarantee that we can arrange homestay accommodation at short notice. Therefore, we reserve the right to temporarily place students in hotel accommodation at their own cost on their arrival in Australia until we can secure a homestay placement.

### **Refund Policy**

#### **Tuition Refunds**

We will consider all refund requests due to cancellation only in the context of the program of study and not concerning individual courses and/or study periods.

The refund policy will always apply from the original commencement date outlined in the original Letter of Offer for the relevant program of study, not the deferred start date, should a student defer their commencement date.

- All requests for a refund must be made in writing via the refund request form available on the website or from reception. Email the form to [apply@browns.edu.au](mailto:apply@browns.edu.au)
- Bank charges will be deducted from overseas electronic transfers or bank draft refunds.
- Some fees are non-refundable. These include the application and placement fee processing fees and may consist of other non-tuition fees as updated from time to time.
- All refunds will be paid to the person who has entered the contract with BROWNS unless the person gives a written direction to pay the refund to someone else.
- Refunds will be processed and paid within four (4) weeks of the receipt of the written notification.
- Refunds will be made either by bank transfer to an Australian bank account or by overseas transfer.

This agreement, and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws. Further, the BROWNS complaints processes do not circumscribe students' rights to pursue other legal remedies.

## **Non Tuition refunds**

### Homestay Refunds

- a. If a homestay booking is cancelled or changed before BROWNS issues the Booking Confirmation, the placement and accommodation fees will be refunded in full.
- b. If a homestay booking is cancelled or changed after the Booking Confirmation is issued by BROWNS, the Placement Fee is not refundable and if:
  - i. more than two (2) weeks before the check-in date the Accommodation fee will be refunded in full.
  - ii. less than two (2) weeks before the check-in date the Accommodation fee will be partially refunded with a penalty fee equivalent to one (1) week of the Accommodation fee deducted.
  - iii. after the due check-in date – if two (2) weeks' notice was provided to the host family then a full refund of all unused Accommodation fees will be processed. If the cancellation request is received without two (2) weeks' notice being provided a penalty fee equivalent to four (4) weeks of Accommodation fees will be deducted from any refund due.
- c. If a student is evicted from Homestay due to a breach of rules or regulations no refund will be provided for the remainder of the stay.

## Apartment/Residence Refunds

- a. If an Apartment/Residence booking is cancelled or changed before BROWNS issues the Apartment/Residence Placement Confirmation the placement and accommodation fees will be refunded in full.
- b. If an Apartment/Residence booking is cancelled or changed after BROWNS issues the Apartment/Residence Placement Confirmation the placement fee is not refundable, and if:
  - i. More than two (2) weeks before the check-in date the accommodation fee will be refunded in full.
  - ii. Any time after the period mentioned in (i) a refund will only be processed if a suitable replacement can be found. Once a suitable replacement has been confirmed a refund of all unused accommodation fees will be processed. If a replacement cannot be found the equivalent of one week of accommodation fee will be deducted.
- c. If a student is evicted from the Apartment/Residence due to a breach of rules or regulations clause (bii) will apply for refund terms. The bond terms and conditions do not change, students are still liable for any damages

## Airport Transfer Refunds

- a. If an Airport Transfer (pick up or drop off) booking is cancelled or changed:
  - i. 48 hours or more before the original arrival time BROWNS will provide a full refund of the transfer fee.
  - ii. Less than 48 hours prior to the original arrival time BROWNS will not provide a refund.

## Cancellation Policy

### Student default

Cancellations are not effective until they are received in writing and addressed to [apply@browns.edu.au](mailto:apply@browns.edu.au). The [Enrolment Cancellation Request](#) is available on our website.

Table 1 and 2 describe the amount of refund to be applied and the scenarios in which a refund may be applied.

**Table 1: Calculation of Refund amount**

Scenario	Amount
If written cancellation of the enrolment is received four (4) or more weeks prior to the original commencement date of the program of study	100% of refundable fees.
If written cancellation of the enrolment is received less than four (4) weeks prior to the original commencement date of the program of study. If the initial enrolment was received within 4 weeks of commencement date, then the CEO may deem an exceptional circumstance.	50% of refundable fees.
If written cancellation of the enrolment is received on or after the original commencement date of the program of study the student is not entitled to a refund of any tuition or material fees unless:	I. The CEO deems that exceptional circumstances apply; or II. The student has a legitimate complaint against BROWNS that can be substantiated under the Consumer Protection Laws of the Commonwealth of Australia or the State of Queensland.

**Table 2: Table of Refunds**

<b>Cancellation reason</b>	<b>Description</b>	<b>Refund/ Cancellation Charge</b>
Visa Refusal - either onshore or offshore	For International students if the cancellation is a result of visa rejection or visa withdrawal by the applicant as to avoid visa rejection, sufficient evidence of visa refusal and visa withdrawal must be provided.	A full refund of tuition and material fees will be made. Non-Tuition refunds will be assessed as outlined above.
Exclusion by Department of Home Affairs	For International Students, if the Department of Home Affairs has excluded the student from continuing his or her studies.	No refund
Student non-compliance	In all cases where a student is suspended, excluded, or expelled due to non-compliance with the school rules or Code of Conduct.	No refund
Compassionate or compelling grounds	Should a student become seriously ill or be required to return home due to exceptional circumstances of a compassionate nature, such as the death or severe illness of an immediate family and can no longer continue their study within the foreseeable future. Evidence may be required to substantiate claim.	The balance of unused tuition fees and accommodation fees will be refunded
Absences	Public holidays or days the student is absent, due to sickness (not referred to under Compassionate or compelling grounds) can not be claimed.	No refund
Exceptional refunds	Exceptional fee refunds must be supported by appropriate documentary evidence in the English language, such as an original medical certificate or death certificate.	Are wholly at the discretion of the CEO of BROWNS

Cancellation reason	Description	Refund/ Cancellation Charge
Student does not commence study	On or after Start date of Student's Program of study the student does not commence study	No Refunds

## Provider Default or Program of study Change

BROWNS reserves the right to alter timetables and class locations without notice. BROWNS reserves the right to cancel, terminate or defer programs of studies without notice. Students will be provided with reasonable advanced notice should this occur and will have the opportunity to access the internal complaints and appeals process should they feel disadvantaged by any such variation.

In the unlikely event that BROWNS is unable to deliver a program of study in full BROWNS will offer the student to accept either:

- a full refund of all the program of study unspent money paid to date, and paid in full within 4 weeks of the day on which the program of study ceases to be provided; or
- enrolment in an alternative program of study provided by BROWNS at no extra cost. If the student chooses placement in another program of study, appropriate admissions documentation will need to be signed by the student to indicate acceptance of a new enrolment.

In the case of BROWNS being unable to offer a program of study to International Students, students are covered by the Provisions of the ESOS Act 2000 and the ESOS Regulations 2019.

If BROWNS is unable to provide a refund or place you in an alternative BROWNS program of study the Tuition Protection Service (TPS) will place you in a suitable alternative program of study at another provider at no extra cost to you. For further information, see <https://www.dese.gov.au/tps/international-students>.

If an alternative provider is sought under the ESOS Act 2000, BROWNS will notify students within 14 days after the default day. The student must respond in writing to BROWNS within the 14 days of being notified, informing BROWNS that they accept the offer of an alternate program of study or that they do not accept the offer and seek a refund. If BROWNS do not receive written confirmation, BROWNS will consider that the student has accepted the offer.

These regulations may be waived only in exceptional circumstances by the Executive Management of the School at their absolute discretion.