

Refund Policy and Procedure

Purpose:

This policy ensures that current and prospective students of Milestones English Academy (MEA) are provided with clear and transparent information regarding the circumstances under which refunds of tuition fees, in whole or in part, may be granted, in accordance with the Education Services for Overseas Students (ESOS) Act 2000, the National Code of Practice for Providers of Education and Training to Overseas Students 2018, and the ELICOS Standards 2018. It also outlines the procedures for applying for refunds to ensure fairness and integrity. Additionally, this policy serves as a guide for MEA finance staff to apply refund procedures consistently and accurately, ensuring compliance with relevant legislation, and that all refund requests are handled in a manner that is fair and equitable.

Scope:

This Refund Policy applies to all current and prospective international students enrolled at Milestones English Academy (MEA) who have entered into a formal student agreement in compliance with the *Education Services for Overseas Students (ESOS) Act 2000*, the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, and the *ELICOS Standards 2018*.

Responsibilities:

The Finance Manager is responsible for reviewing the refund requests and the processing of payment.

Policy Statement

1. Milestones English Academy (MEA) requires payment of course fees upon enrolment for the first term, with subsequent payments due before the commencement of each following term.
2. Students may choose to pay their fees in full upfront; however, they are not obligated to pay more than 50% of the total course fees in advance (unless the enrolment is for less than 25 weeks).
3. This refund policy, which applies to all prepaid tuition fees, is provided to students before any payment is made and is included in the Formal Student Agreement Contract.
4. In all cases (except visa refusals prior to commencement and/or provider default), the application/enrolment fee, instalment fee, credit card transaction fee, and accommodation placement fee are non-refundable. If no application/enrolment fee

and/or instalment fee has been applied as a result of a promotion, it will be deducted from the refund amount when cancellation is requested.

5. MEA is committed to considering all refund applications fairly and consistently.
6. Special consideration for refunds may be granted under extenuating circumstances, such as compassionate or compelling reasons, upon written application to the CEO.
7. MEA will notify students of the outcome of their refund application within 20 working days of receiving a completed and signed application, along with applicable evidence.
8. Refunds will be processed between 28 days after receipt of a valid written application for refund supported by relevant evidence, unless stated otherwise in this policy.
9. Refunds will be paid directly to the person who entered into the contract with MEA, unless otherwise authorised in writing by the applicant.
10. Refund requests may be submitted by third party (i.e. agents or family members) acting on behalf of students. In such cases, for the request to be considered valid, the following conditions must be satisfied:
 - i) In case of an agent, they must have a valid agent agreement with Milestones English Academy
 - ii) Where the third party is not an agent, the student must provide statutory declaration authorising the third party to request and/or accept refund from Milestones English Academy on their behalf.
 - iii) The Refund Request Form must always be signed by the student
11. In cases of refunds that have been processed to authorised third parties, MEA will notify the student in writing on the same day of the refund being processed.
12. Refunds will be issued in Australian dollars (AUD), and all associated bank fees or charges incurred in the refund process will be deducted from the total refund amount.
13. Students are required to pay any outstanding fees, and MEA reserves the right to pursue unpaid fees under Australian law. If you are on an instalment plan, any fees due until the cancellation effective date must be paid by the due date.
14. MEA will not issue a Letter of Release if there are outstanding fees for the current study period.
15. This policy does not remove the right of the student to take further action under Australian Consumer Protection Laws.

16. If you wish to defer your course start date, you must notify Milestones English Academy more than 14 days' prior the course commencement date or charges will apply. Where you are granted a course deferment and later cancel, any refund amounts or cancellation fees will be calculated based on the original course commencement date. Student visa holders should note that any deferral will require a change of eCoE and may impact on their visa status. Fees might apply for changes of eCOE's.
17. If you wish to defer your course for more than 3 months, then a change in fees might apply.

Procedures and Guidelines

1. Refund application requests must be made in writing using the student Refund Request Form stating detailed reasons for the request. Any relevant evidence should also be attached for consideration. This form is found at the front entrance of the head office reception desk, or alternatively the refund request form may be requested by emailing studentservices@milestones.vic.edu.au
2. The completed form with evidence attached (if applicable) must be submitted to the Finance Department in person, email or post. The Finance Manager will process and approve the refund amount (if applicable) based on the circumstances listed below.
3. Should the student not be eligible for any type of refund the student will be notified by email to the addresses provided in the Refund Request Form.
4. Refund applicants dissatisfied with MEA's decision in relation to their refund request may choose to lodge an appeal under MEA's Complaints and Appeals Policy.
5. Any refund or outcome given will be recorded in MEA's Student Management System.

The table below outlines the refunds that Milestones English Academy will pay on application from eligible students.

FEE REFUND AREA	APPLICABLE REFUND
1.0 PROVIDER DEFAULT	
Provider default is applicable in the following situations. 1.1 The course does not begin on the agreed commencement date, or; 1.2 The course ceases to be provided at any time after it commences but before it is completed, or;	This applies to all students at Milestones English Academy. The academy reserves the right to cancel a course and/or enrolment prior to the commencement date of a course. In such event that the academy is unable to deliver your course in full, you will be offered

1.3 The course is not provided in full to the student because a sanction has been imposed on the registered provider or any other reason.	a refund of any Tuition Fee paid in advance for the default course. The refund amount will be calculated as follows: The refund amount = weekly tuition fee x the number of weeks in the default period a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar. b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7 The refund will be paid to you within 14 days of the day in which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the academy at no extra cost. You have the right to choose whether you would prefer a refund of course fees, or to accept a place at another provider. You must submit a formal request to indicate the preference of either a full refund of unexpended pre-paid tuition fees or to accept a place in another course. If the academy is unable to provide a refund or place you in an alternative course the Tuition Protection Service (TPS) operated by the Australian Government will assist you in finding an alternative course or to get a refund if a suitable alternative is not found. For more information, visit the TPS website www.tps.gov.au
2.0 VISA REFUSAL	
2.1 In the event where student visa is refused prior to commencement:	In the event that the student's visa has been refused prior to course commencement, the refund amount shall be calculated as follows:

2.2 In the event where student visa is refused after commencement:

As prescribed in Section 9 of the Refund specification in the ESOS Act, Milestones English Academy will refund fees in full less AU\$500 or 5 percent of the pre-paid total course fee, that is, both tuition and non-tuition fees paid, (whichever is the lesser).

A written request for refund using F.Refund Request Form and proof of visa refusal from the Australian Government must be sent to the Milestones English Academy.

In the event that the student's visa has been refused after course commencement, as prescribed in Section 10 of the Refund specification in the ESOS Act, Milestones English Academy will refund:

Weekly tuition fee x the number of weeks in the default period where

a. The weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) x 7. This amount is rounded up to the nearest whole dollar.

b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

A written request for refund using F.Refund Request Form and proof of visa refusal from the Australian Government must be sent to the Milestones English Academy.

2.3 No proof of refusal from the Australian Government.

There will be no refund whatsoever of any monies paid to Milestones English Academy

2.4 Your application for a visa to study in Australia is rejected due to fraudulent and/or

There will be no refund whatsoever of any monies paid to Milestones English Academy

forged documents, and/or fraudulent or incomplete information or any other reason considered as unlawful by DHA, as this is stated in the visa non-grant letter.	
3.0 CANCELLATION BY STUDENT	
3.1 In the event that the student cancels their enrolment and requests a refund in writing 10 weeks or more prior to the course commencement. 3.2 In the event that the student requests a refund in writing 6 weeks up to 9 full weeks prior to the course commencement. 3.3 In the event the student requests a refund in writing 5 full weeks or less prior to course commencement 3.4 In the event the student requests a refund on the commencement date or after the course commences. 3.5 In the event of student default due to any of the following reasons. - The student failed to pay an amount he or she is liable to pay in order to undertake the course. - The student breached a condition of his or her student visa. - Misbehaviour by the student 3.6 If a student fails to attend a course after the commencement date and has failed to notify MEA of any circumstances that may affect the enrolment 3.7 If a student fails to attend a course after the commencement date due to compassionate or compelling circumstances and applies for refund supported by valid and verifiable evidence	A 70% refund of Monies paid for tuition fees will be issued to the student. A refund of 50% of monies paid for the tuition fees will be issued to the student. There will be no refund whatsoever of any monies paid to Milestones English Academy There will be no refund whatsoever of any monies paid to Milestones English Academy There will be no refund whatsoever of any monies paid to Milestones English Academy There will be no refund whatsoever of any monies paid to Milestones English Academy A refund of unspent tuition fees will be issued to the student upon acceptance of the application and supporting evidence by Milestones English Academy.
4. ACCOMMODATION PLACEMENT FEE & AIRPORT PICK-UP FEE	

4.1 Accommodation Placement Fee & Airport Pick-Up Fee	As per the accepted accommodation terms and conditions (set by the accommodation provider) by the student.
5. OSHC FEE	
5.1 Upon cancellation of the enrolment prior to commencement, Overseas Student Health Cover (OSHC) fees (if OSHC is not yet organised)	The OSHC fees will be refunded in full.
5.2 For cancellation of OSHC after commencement	Students must contact their OSHC provider directly to organise refund of OSHC. MEA will not be liable to refund any OSHC fees in this case.

VERSION HISTORY

Version	Notes	Date
1.0	Drafted a new refund policy	July 2016
2.0	Reviewed Updated branding	June 2018
3.0	Reviewed	May 2020
4.0	Reviewed	Mar 2022
5.0	Reviewed	Sep 2024
6.0	Updated refund conditions for visa refusal before commencement and after commencement Added policy statement 10 for authorisation to third parties	Jan 2025