MILNER
INTERNATIONAL COLLEGE OF ENGLISH

REFUND POLICY

Australian law requires us to tell you our refund rules and for you to acknowledge that you understand them by signing this page.

Refund Policy

1. The registration fee is non-refundable.
2. Public holidays included in the course dates are non-refundable.
3. An administration fee of $250 will be charged to process a refund/course cancellation.
4. No refunds for periods of less than 4 weeks.
5. If you enrolled at Milner College via an agent, you must apply to your agent for a refund. If you enrolled directly, you must apply to Milner College.
6. Tuition fees are refunded in full if a visa application is rejected or if Milner College fails to deliver a course, however Milner reserves the right to deduct 4 weeks' tuition fees in addition to the non-refundable registration fee and administration fee. All applications for refund due to visa refusal must be accompanied by a visa refusal advice from the Australian Government authority.
7. Tuition fees are refunded in full if a student cancels his/her application for a course more than 7 days before the commencement of a course.
8. If a student cancels his/her application for a course less than 7 days before commencement of the course, 4 weeks' fee may be charged.
9. If a student curtails a course after it has started, a refund equal to the unfinished part is made, less 50%. Where the course length is greater than 24 weeks, cancellations before 24 weeks have been studied will be refunded equal to the unfinished part, less 70%. If Milner College cancels an enrolment or course before the course starting date or defaults after a course has started, then a full refund is given.
10. Refunds are made within 14 days of a written request for a refund. A request for a refund must be made at least 5 working days before the requested curtailment date.
11. Refunds are for whole weeks, starting on a Monday.
12. A course is the total period of enrolment at Milner College. The segments of the period of enrolment, which may have different CRICOS codes, do not constitute a course.
13. Accommodation payments. A full refund is made for the unfinished part if one week's notice is given. The accommodation placement fee is not refundable.
14. Refunds or price changes for items, the cost of which are not set by Milner (OSHC, accommodation, etc), are made solely at the discretion of the provider of that item.

Transfer Policy

1. Tuition fees may be transferred between institutions, provided that the student's transfer is approved by both institutions, and subject to government regulations. Students must present their unconditional Offer for the new institution.
2. Milner College may grant approval for a Letter of Release to be provided to the student where there are compassionate or compelling circumstances (e.g. Medical emergencies or family bereavements- evidence to be provided) or where the student has gained entry to a course at a provider of higher education where Milner College feels it would be in the student's best interests to transfer.
3. Milner College may not grant approval for a Letter of Release to be provided to the student where the student is transferring to another provider based on cost, convenience, or location, or where the student is transferring to another provider where the course offered is also offered by Milner College.
4. A Student who transfers to another institution before the end of the period for which he/she has paid, does not get a refund.
5. Transfers will not be accepted without proper documentation.
6. Any money transferred is subject to items the conditions of our refund policy above.
7. In the case of student visa holders, the relevant authorities will be notified of the cancellation of the current course, and it will be student's responsibility to advise the relevant authorities of the change in provider.
8. Requests for transfers must be accompanied by a Letter of Offer from the receiving institution.
9. Milner College will require 7 days to assess the student's request for a Letter of Release, effective from the date when the relevant information has been provided to Milner College (including completed Course Change Request form, Offer Letter from receiving institution and evidence of compassionate or compelling circumstances). Acceptance of evidence of compassionate or compelling circumstances and provision of Letter of Release are solely at the discretion of Milner College. Written reasons will be provided where a written request for a Letter of Release has not been approved.
10. Where Milner College decides not to provide a Letter of Release, the student may appeal the decision in accordance with Standard 8 of the ESOS Act.
11. If the student transfers to evening classes from daytime classes, the daytime course fees will apply until the end of the course.

Suspension/Deferral/Cancellation (SDC) Policy

1. If Milner College suspends a student or cancels his/her course because of his/her misbehaviour or academic conduct or for breaching Immigration rules, refund policy 5, 8, 9 & 10 (above) apply, subject to Milner College receiving the relevant government or airline documents. Refunds are made within 7 days of receiving these documents.
2. Appeals against suspension or cancellation must be made in writing within 20 working days of the suspension or cancellation. A decision on the appeal will be made within 20 working days of receiving it.
3. There is no penalty for a student who defers or suspends his/her course if Milner College is told in writing 24 hours or more before the starting date.
4. Suspensions or deferrals occur for compassionate (e.g. illness) or compelling (e.g. visa delay) reasons or misbehaviour (e.g. frequent absence). SDC may affect your student visa. Milner College will notify the relevant Australian authorities in cases of SDC.

Other

1. I understand that I must provide Milner College with my current residential address, email address and mobile phone number and an emergency contact whilst studying my course. I understand that I must notify Milner College of any changes to these details within 7 days of any change.

In all other respects, Milner College guarantees to abide by the Ethics, Refund and Transfer policies of English Australia.

I confirm that I have read and understood this document. I confirm that the terms and conditions of this offer and the Refund/Transfer policy of Milner College have been explained to me. I understand that this agreement and the availability of complaints and appeals processes does not remove my right to act under Australia's consumer protection laws.

For International full paying students, Milner College is unable to offer a refund or place the student in an alternative course, the student will be referred to the Tuition Protection Service (TPS) administrator. The TPS administrator will place the student in a suitable alternative course, or if a suitable alternative course cannot be offered, TPS will pay the student a refund as calculated by ESOS legislation. Further information about TPS can be found at www.tps.gov.au

If you do not sign this document, then payment and/or commencement of your course is deemed as acceptance of these terms.

Milner College reserves the right to change this policy without notice.

Student Name: _____ Signed: _____*by enrolee (or parent or guardian if enrolee is under 18 years old)*

Date: _____