Refund & Cancellation Policy

Purpose

Our refund and cancellation policy are designed to provide clear guidelines and procedures for handling refunds in accordance with the Australian legislation. We are committed to ensuring fairness and transparency in all refund matters for our students.

Definitions

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

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

Accommodation – homestay, student residence, student apartments

Process

We understand that circumstances may change, and students may need to request refunds for tuition fees and non-tuition fees.

- 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
- Bank charges will be deducted from overseas electronic transfers or bank draft refunds.
- Some fees are non-refundable. These include the application and placement 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 policy, and the availability of complaints and appeals processes, do not remove the right of the student to act under Australia's consumer protection laws. Further, the BROWNS complaints processes do not circumscribe students' rights to pursue other legal remedies.

Tuition fees and course credit are not transferable.

Tuition Refund Policy

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 accepted commencement date for the relevant program of study, not the deferred start date, should a student defer their commencement date.

Provider Withdrawal

When BROWNS is unable to deliver the course, a full refund of prepaid tuition fees will be issued within 14 days.

Student Withdrawal

More than four weeks before the program of study commencement date: 100% refundable fees.

Less than four weeks before the program of study commencement date: 50% of refundable fees.

Any other time the student is not entitled to a refund of any tuition or material fees unless: The CEO deems that exceptional circumstances apply.

Conditions

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 in this policy.

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 will be approved.

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 will be approved.

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 will be required to substantiate the 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) cannot be claimed.

Non-Tuition Refund Policy

Accommodation Refunds

We understand that sometimes plans change, and you might need to cancel your booking. To make things easier, we've outlined the cancellation policies below, which explain the timelines and any charges that may apply. These policies aim to provide flexibility for you while also honoring our commitments to our Student Apartment/Residence providers and Homestay families.

When a booking is cancelled or changed the Placement Fee is not refundable. Further penalties apply as listed below.

If a student is evicted from accommodation due to a breach of rules or regulations no refund will be provided for the remainder of the stay.

Apartment/Residence Refunds

Before the due check-in date

More than four (4) weeks before the check-in date

The accommodation fee will be refunded in full.

Less than four (4) weeks before the check-in date

The accommodation fee will be refunded with a penalty fee equivalent to two (2) weeks of the fee.

Less than two (2) weeks before the check-in date

The accommodation fee will be refunded with a penalty fee equivalent to four (4) weeks of the fee.

After the due check-in date

When accommodation is cancelled the accommodation fee will be refunded with a penalty fee equivalent to four (4) weeks of the accommodation fee.

Homestay Refunds

Before the due check-in date

More than two (2) weeks before the check-in date

The homestay fee will be refunded in full.

Less than two (2) weeks before the check-in date and after the due check-in date

The homestay fee will be refunded with a penalty fee equivalent to two (2) weeks of the fee.

For any refund to be applied BROWNS must be provided with two (2) weeks' notice of application to change/cancel the arrangement. The homestay fee will be partially refunded with a penalty fee equivalent to two (2) weeks of the fee.

If BROWNS does not receive notification to change or cancel accommodation arrangements a penalty fee equivalent to two (2) weeks of accommodation fees will be deducted.

Apartment/Residence Bond

Where bonds are required refund amounts will be considered based on the damage and other costs which may have to be paid.

Airport Transfer Refunds

When an Airport Transfer (pick up or drop off) booking is cancelled or changed:

48 hours or more before the original arrival time BROWNS will provide a full refund of the transfer fee.
Less than 48 hours prior to the original arrival time BROWNS will not provide a refund.

Cancellation Policy

Cancellation by Student

Cancellations are not effective until they are received in writing and addressed to apply@browns.edu.au. The Enrolment Cancellation Request is available on our website.

Cancellation by BROWNS

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.

Appeal Process

If a student believes that a refund decision is unjust or incorrect, they have the right to appeal in writing within 20 working days of receiving the refund notice.

The school will review the appeal and respond within 20 working days of receiving the written appeal. See Complaints and Appeals policy available on our website.

We are dedicated to maintaining transparency and fairness in our refund processes while adhering to the regulations stipulated by the National Code and ESOS Act. This policy is subject to change in accordance with any updates to the relevant regulations.