

## Product Refund Policy

This Refund Policy ("**Policy**") applies to the following purchases:

### **Happy Healthy and Wise Programs**

#### **1. General**

- (a) We offer refunds in accordance with the **Australian Consumer Law** and on the terms set out in this Policy.
- (b) Any benefits set out in this Policy may apply in addition to consumer's rights under the **Australian Consumer Law**.
- (c) Before making a purchase, please read this Policy so that you can understand your rights and what you can expect from us if you are not satisfied with your order.

#### **2. Australian Consumer Law**

- (a) Under the **Australian Consumer Law**:
  - (i) Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled
    - (A) to cancel your service contract with us; and
    - (B) to a refund for the unused portion, or to compensation for its reduced value.
  - (ii) If a failure with the service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the services and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the service.
- (b) We offer refunds in accordance with the **Australian Consumer Law**.
- (c) The **Australian Consumer Law** provides a set of Consumer Guarantees which protect consumers when they buy products and services.
- (d) If the **Australian Consumer Law** applies, then we cannot avoid the Consumer Guarantees which it provides. If there is an inconsistency between this Policy and the Australian Consumer Law, the **Australian Consumer Law** will prevail.

(e) Further information about the **Australian Consumer Law** and these Consumer Guarantees is available from the website of the **Australian Competition and Consumer Commission**.

(f) If a service which you purchased from us has a major failure (as defined in the **Australian Consumer Law**) then you may be entitled to have the failure rectified or receive a refund. You may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from that major failure.

(g) If a service which you purchased from us has a failure which does not amount to a major failure (as defined in the **Australian Consumer Law**) then you may still be entitled to have rectification of the services.

### **3. Cancellation and Change of Mind**

(a) We do not offer any refund if you change your mind, or find the same service at a lower price elsewhere.

### **4. Fee Structure – Award Modules**

Payment of StudyVillage fees for services must be paid according to:

(a) First Year (2 Semesters/Modules) paid in full within 7 days of agreeing to service

(b) Second and Subsequent Years paid in two Semester/Module batches prior to commencement of service

### **5. Fee Structure - ELICOS (Pre-course English Language) Modules**

Payment of StudyVillage fees for services must be paid according to:

(a) Clients pay in advance for all ELICOS StudyVillage modules they intend to complete, payment within 7 days of agreeing to service.

### **6. Refund Structure – Award Modules**

#### **Payments for Year One**

(a) Withdrawing on the First Module

(i) For requests received before or up until the student's census date, a full refund will be issued less a deduction of \$280 of the total service fee for costs associated with services already conducted and administrative costs.

(ii) No refund will be issued for the fees for first module for students who withdraw at any stage after the student's census date, while a refund of \$845 will be issued on the fees paid for the second module.

(b) Withdrawing on the Second Module

(i) A refund of \$845 will be issued for requests received before or up until the student's census date.

(ii) No refund will be issued for students who withdraw at any stage after the student's census date.

### **Payments for Year Two and subsequent years**

(c) Withdrawing on the First Module

(i) For requests received before or up until the student's census date, a refund of \$1545 will be issued.

(ii) No refund will be issued for the fees for first module for students who withdraw at any stage after the student's census date, while a refund of \$775 will be issued on the fees paid for the second module.

(d) Withdrawing on the Second Module

(i) A refund of \$775 will be issued for requests received before or up until the student's census date.

(ii) No refund will be issued for students who withdraw at any stage after the student's census date.

'Census date' means the day when the first activity of the Happy, Healthy and Wise program takes place, the Tuesday of week 2.

### **7. Refund Structure ELICOS (Pre-course English Language) Modules**

(a) Withdrawing on the First Module

(i) A full refund for all modules will be issued for requests received before or up until census date, less an amount of \$280 for services already conducted and administrative costs.

(ii) No refund will be issued for the first module for students who withdraw at any stage after the student's census date, and a refund of \$745 will be issued for each subsequent modules.

(b) Withdrawing on Subsequent modules

(i) A refund of \$745 will be issued for the current module for requests received before or up until the student's census date of the current module, and a refund of \$745 will be issued for all subsequent modules.

(ii) No refund will be issued for students who withdraw at any stage after the student's census date of the current module, and a refund of \$745 will be issued for all subsequent modules.

'Census date' means the day when the first activity of the Happy, Healthy and Wise program takes place, the Tuesday of week 2.

### **8. Exceptions**

(a) Notwithstanding the other provisions of this Policy, we may refuse to provide replacement or refund for a service purchased by you if:

(i) You misused the said service in a way which caused the problem.

(ii) You knew or were made aware of the problem(s) with the service before you purchased it.

(iii) Any other exceptions that apply under the ***Australian Consumer Law***.

**7. Response Time**

(a) We aim to process any requests for repairs, replacements or refunds within 14 days of receipt.

**8. Contact Us**

If you wish to speak to us about this Policy or about any refund or replacements, please contact us at: [enquiries@studyvillage.org](mailto:enquiries@studyvillage.org).