

## REFUNDS MANAGEMENT POLICY AND PROCEDURE

<b>Approving authority</b>	School Council
<b>Purpose</b>	This policy has been developed to define policy and procedures for refunds and to comply with the ESOS Act.
<b>Responsible Officer</b>	Accounts Manager
<b>Associated documents</b>	Student Acceptance Agreement Terms and Conditions of Enrolment Admissions and Enrolment Policy and Procedure Refusal, Deferral, Suspension and Cancellation of Student Enrolment Policy and Procedure Student Complaints and Appeals Policy and Procedure Records Management Policy and Procedure

### 1. RATIONALE

This Ozford College (the College) policy has been developed to ensure that the College provides appropriate refunds to students as set out in the written agreement and compliant with the ESOS Act and National Code Standards 2 and 3.

### 2. SCOPE

This policy covers all commencing and re-enrolling International and domestic students and to International students seeking to withdraw from a course or courses for which they have paid fees.

It also applies to prospective International students whose Confirmation of Enrolment (CoE) has been cancelled for courses which they have paid course fees.

### 3. DEFINITIONS

Please see the Definitions list appended to this policy and set out in the Student's Acceptance Agreement.

### 4. POLICY

#### Domestic student refunds

##### **Default by the College (Provider default)**

- 4.1 If, for any reason, the College is unable to deliver the course on the specified starting date (Provider Default), the College will notify the Student in writing and provide a full refund with 20 working days.

##### **Default by the Student**

- 4.2 Students must provide one semester's notice for any withdrawal.

##### **Situations of partial refund of Tuition fees**

- 4.3 There will be a partial refund if:
- If fees have been paid in advance and the Student withdraws before the Commencement Date, the College will not refund the fees for the current semester but will refund any payment of fees in advance for other semesters.

##### **Situations for no refund of Tuition Fees**

- 4.4 There will be no refund of any fees paid in advance for this course:
- If the Student withdraws after the Commencement Date.

- If the student has a visa and it is cancelled due to breach of visa conditions.
- If a student's enrolment is cancelled due to student's breach of the College policies and procedures in the course enrolled.
- If the Student is granted a deferment or temporary suspension of studies after the commencement of the course and does not return or recommence on the agreed date without the approval of the College, the Student is deemed to have inactively withdrawn, and their enrolment will be cancelled.
- If the Student does not return to study after a proclaimed holiday or break from studies on the agreed date without the approval of the College, the Student is deemed to have inactively withdrawn and their enrolment will be cancelled. There will be no refund of tuition or non-tuition fees paid in advance for this course.

## **International student refunds**

### **Default by the College (Provider default)**

- 4.5 If, for any reason, the College is unable to deliver the course on the specified starting date (Provider Default), the College will:
- notify the Student in writing and notify the ESOS agency and the TPS Director (via PRISMS) of Provider Default within 3 business days in accordance with the ESOS Act.
  - provide notice to the ESOS agency and the TPS (via PRISMS) of the outcome of the default within 7 days.
  - provide a full refund of course Tuition Fees paid in advance to students within 14 days of the College notifying the Student of the Provider Default.
- 4.6 The notice will comply with the requirements of the ESOS Act, ie as required by PRISMS and include the following:
- (a) whether the College discharged its obligations to the Students in accordance with section 46D of the ESOS Act;
  - (b) if the College arranged an alternative course:
    - i. details of the Students the College arranged alternative courses for; and
    - ii. details of the courses arranged; and
    - iii. evidence of each student's acceptance of an offer of a place in an alternative course;
  - (c) if the College provided refunds:
    - i. details of the students the College provided refunds to; and
    - ii. details of the amounts of the refunds provided.
- 4.7 If, for any reason, the College ceases to deliver the course before it is completed (Provider Default), a refund of unspent Tuition Fees will be made within 14 days of notification of the Provider Default in accordance with the refund requirements of the ESOS Act 2000.

### **Default by the Student**

- 4.8 If there is Student default, the College will notify the ESOS agency and TPS Director (via PRISMS) of the student default.
- 4.9 In cases of refunds for visa refusal or in the unlikely event of a valid written agreement not being in place, the College will notify the Secretary 7 days after the end of the obligation period (ie. 4 weeks after the default date).

## **Situations where there is a full refund of Tuition Fees**

- 4.10 If the application for a Student visa is unsuccessful and the decision to refuse a student visa was not based on any false, misleading or deceptive statements or declarations by the Student: A full refund of course tuition fees received by the College from the Student before the day of the Student Default minus the lesser of 5% of the Tuition Fees or AUD\$500 will be made within 4 weeks after receiving a written claim from the student.
- 4.11 A request for refund in writing and proof of visa refusal from the Australian Government must be sent to the College upon visa refusal.

## **Situations where there is a partial refund of Tuition Fees**

- 4.12 If the Student's visa expires prior to commencing the course or the Student is unable to complete the course because the relevant extension of visa is not granted, the Unused Tuition Fees received for the course minus the lesser of administration and processing charges of 5% of the Tuition Fees or AUD500 will be refunded.
- 4.13 The Calculation of "unused fees" will be in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 at <https://www.legislation.gov.au/Details/F2014L00907>

## **Situations where there is no refund of Tuition Fees**

- 4.14 There will be no refund of any fees paid in advance for this course:
- If the Student withdraws before or after the Commencement Date of the course enrolled.
  - If a student's visa application is refused and the decision to refuse a student visa was due to any false, misleading or deceptive statements or declarations by the Student.
  - If a student's visa is cancelled due to student's breach of visa conditions for academic progress or course attendance
  - If a student's visa is cancelled due to student's breach of the College policies and procedures in the course enrolled.
  - If the Student is granted a deferment or temporary suspension of studies after the commencement of the course and does not return or recommence on the agreed date without the approval of the College , the Student is deemed to have inactively withdrawn, and their enrolment will be cancelled.
  - If the Student does not return to study after a proclaimed holiday or break from studies on the agreed date without the approval of the College , the Student is deemed to have inactively withdrawn and their enrolment will be cancelled. There will be no refund of tuition or non-tuition fees paid in advance for this course.
  - If the Student is provisionally enrolled in a Package of Courses subject to providing evidence of the required English language proficiency and fails to provide such evidence prior to commencement of the initial course, there will be no refund of tuition or non-tuition fees paid in advance for this course.

## **Alternative to refund of fees**

- 4.15 If, for any reason, the College fails to start delivery of the course on the Agreed Starting Date or ceases to deliver the course before it is completed (Provider Default), instead of supplying a refund, the College may arrange for the Student to be offered a place in an alternative course that is acceptable to the Student at no additional expense.

- 4.16 If the College fails to place the Student in an alternative course or refund any unused Tuition Fees, the Student may be assisted by the TPS. Further information can be found at <https://tps.gov.au>.

### **Non-tuition fees**

- 4.17 All Application fees and enrolment fees are non-refundable.
- 4.18 To the fullest extent permitted by law, airport pick up fees, accommodation placement fees and all other service fees are non-refundable when the Refund Request Form is lodged:
- less than 14 days prior to the Agreed Starting Date;
  - on or after the Agreed Starting Date;
  - after the provision of the service for such fees has already been provided to the Student in whole or in part.

### **Claiming a refund**

- 4.19 Refund applications must be made in writing using the Application for Refund Form and sent to the Accounts department.
- 4.20 Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the college including the Student Acceptance Agreement.
- 4.21 If the College owes an amount to a Student under this Refund Policy and a person other than the Student is specified in this agreement, the specified person will be paid any refund of Tuition Fees rather than the Student.

### **Monies to be retained by the College**

- 4.22 The College is entitled to deduct an amount for administrative expenses (including any referral fees) incurred by the College on behalf of the Student from any refund of Tuition Fees and other amounts paid to the Student.
- 4.23 In the event that the Student has not yet paid Tuition Fees, the amount the College may retain shall be a debt that is due and payable by the Student together with any expenses, costs or disbursements incurred by the College in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.

## **5. PROCEDURE**

### **Claiming a refund**

- 5.1 Refund applications must be made in writing using the Application for Refund Form which may be obtained from the College website.
- 5.2 The form and supporting evidence can be sent by mail or handed to the Accounts department, which is located at 333 Queen Street Melbourne, or can be lodged via email to [account@ozford.edu.au](mailto:account@ozford.edu.au).
- 5.3 In an effort to ensure all Students' wellbeing and an informative decision has been made, all Students applying for withdrawal will be counselled by the College's student support and services team and will be required to submit an original Course Withdrawal Form containing the Student's original signature.
- 5.4 Where the Student is under 18 years of age:

- the Course Withdrawal Form and Refund Form must be signed by their parent or their legal guardian.
  - The documentation must ensure that there will be no welfare gap.
- 5.5 Refund applications will not be processed where the signature(s) on the Application for Refund Form does not match the signature(s) as shown on other documents provided by the Student for admission to the College and the Student Acceptance Agreement.
- 5.6 The Refund request will be assessed by the accounts team based on this policy and the Student advised of the outcome.
- 5.7 If a Refund is granted it will be paid within 20 business days or 4 weeks whichever is the lesser period.

### **Complaints and Appeals**

- 5.8 If a refund is not granted and that the student or their parent/guardian wants to contest the decision, the **Student Complaints and Appeals Policy and Procedure** sets out the College's complaints process.
- 5.9 The terms of this policy do not alter the Student's right to pursue any other legal action.
- 5.10 This policy and procedure does not affect an international student's right to submit external complaints and appeals ie. to the Overseas Students Ombudsman.

### **Student records**

- 5.11 The College keeps records of refunds as set out in the **Records Management Policy and Procedure**.

## **6. FEEDBACK**

Feedback or comments on this policy and procedure is welcomed by the listed responsible officer.

## Appendix 1: Definitions

**Agreed Starting Date** means the date on which the course was scheduled to start, or a later date agreed between the College and the Student to be the Agreed Starting Date following a period of deferral or temporary suspension.

**Application Fee** means the fee required to be paid by the Student when the Student lodges his or her Student Application Form with the College.

**Application for Refund Form** means the College's prescribed refund request form available at the College's student services centre.

**Business Day** means a day on which banks are open for business, other than Saturday, Sunday or a National/State declared public holiday.

**Commencement date** means the initial date on which the "Package program" was scheduled to start, or a later date agreed between the College and the Student to be the Commencement date.

**Contact Details** includes the Student's Australian postal address, telephone number and email address.

**Course Withdrawal Form** means the College's prescribed course withdrawal form available at the Student services centre.

**Default Date** means:

- (a) the day on which the College did not commence delivery of a scheduled course;
- (b) the day on which the College ceased to provide a course; or
- (c) the day on which the College refused to provide, or continue to provide, the course to a Student; or
- (d) the day on which the Student withdraws from the course; or
- (e) the day on which a Student failed to commence/recommence a course of study;
- (f) the day on which the College receives evidence from the Student of his or her Student visa application refusal.

**DoE** means Australian Government Department of Education.

**ESOS Act** means the Education Services for Overseas Students Act 2000 (Cth).

**Offer Letter** means the offer letter to the Student specifying the terms of the Student's enrolment offered by the College.

**Commencement Date** means the date on which the course was scheduled to start, or a later date agreed between the College and the Student to be the Commencement Date and does not refer to any Agreed Starting Date following a deferment period. In the case of the Student is enrolled in a, Package of courses the Commencement Date means the date on which the first course was scheduled to start, or a later date agreed between the College and the Student and does not refer to any Agreed Starting Date following a deferment period.

**Overseas Student Health Scheme Cover** means the health insurance cover that a Student is required to obtain prior to the Student commencing his or her enrolment with the College.

**Package of courses** means a sequence of one or more courses specified in the letter of offer from the College for which CoE(s) have been issued.

**Personal Details** includes the Student's name, gender and date of birth.

**Personal Information** means any Personal Details, Contact Details, course enrolment details, changes to Personal Information and the information relating to personal circumstances of any suspected breach by the Student of a visa condition.

**Principal Course** means the Student's main course of study for which the Student has confirmation of enrolment (CoE). If the Student is enrolled in a Package Program, his or her Principal Course is the course within the package that has the highest qualification and for which the Student has CoE. In all other cases, Principal Course means the Student's sole course of study.

**PRISMS** means Provider Registration and International Students Management System provided by the Australian Government. **Student** means a student who has accepted an offer of enrolment and been issued with a CoE by the College.

**Student's Acceptance Agreement** or **Student Agreement** means the prescribed student acceptance agreement attached to the Offer Letter that the Student must submit to the College in order to accept an offer of enrolment from the College.

**Student's Application Form** means the College's prescribed student application form as published on the College's website. **Terms and Conditions** means these terms and conditions.

**Third Party Fee** means any fee paid to a third party, including any airport pickup fee, accommodation placement fee, homestay fee, government examination fee, Overseas Student Health Scheme Cover fees, any Ozford College costs relating to trade supplies and consumables and any cost of living expense paid to third parties specified in the Offer Letter.

**TPS** means the Tuition Protection Service provided by the Australian Government.

**Tuition Fee** means in respect of a Student, the amount specified by the College in that Student's Offer Letter as the tuition fee, excluding any Third Party Fee.

**College Brochure** means the brochure available on the Ozford website.