

## REFUND POLICY

<b>Approving authority</b>	Governing Board
<b>Purpose</b>	This policy sets out the conditions for student fee refunds.
<b>Responsible Officer</b>	Accounts Manager
<b>Next scheduled review</b>	June 2021
<b>Document Location</b>	R:\OIHE\Policies.docx
<b>Associated documents</b>	Admissions Policy Deferring, Suspending or Cancelling a student enrolment policy

### 1. PRINCIPLES

This policy sets out the circumstances that as student is entitled to a refund and the process a student must follow.

### 2. SCOPE

This policy covers all commencing and re-enrolling students and to students seeking to withdraw from a course or courses for which they have paid fees. It also applies to those students whose COE has been cancelled for courses which they have paid course fees.

This policy does not affect a student's right to submit internal and external (to the Overseas Student Ombudsman) complaints and appeals.

### 3. DEFINITIONS

Unless otherwise defined in these Terms and Conditions the following terms shall have the following meanings:  
**Agreed Starting Date** means the day on which the course was scheduled to start, or a later day agreed between Ozford for the course and the Student to be Agreed Starting Date following a period of deferral or temporary suspension.

**Default Date** means:

- (a) the Agreed Starting Day, if clause 1.1(e) or 1.1(i) applies;
- (b) the day on which the course ceased to be provided, if clause 1.1(f) or 1.1(g) applies;
- (c) the day on which the student withdraws from the course, if clause 1.1(j) applies; or
- (d) the day on which Ozford refuses to provide, or continue to provide, the course to the student, if clause 1.1(k) applies.

**Original Starting Date** means the day on which the course was scheduled to start, or a later day agreed between Ozford and the Student and does not refer to any agreed starting day following a deferment period.

**OIHE** means OIHE institute of Higher Education Pty Ltd, ACN 165694351, CRICOS Provider No 03429B as the context requires pursuant to the Student's Application Form.

**Personal Information** means any personal details, contact details, course enrolment details, changes and the circumstances of any suspected breach by the Student of a visa condition.

**Package Program** means a package of courses comprising more than one course, all of which are offered by OIHE and in which the Student is enrolled in accordance with OIHE's enrolment requirements as notified to Students by OIHE from time to time.

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

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

**DET** means Australian Government Department of Education and Training.

**PRISMS** means Provider Registration and International Students Management System provided by Australian Government.

**TPS** means the Tuition Protection Service provided by Australian Government to replace Tuition Assurance Scheme arrangements and the ESOS Assurance Fund from 1 July 2012.

## 4. POLICY

### 4.1. Default by OIHE

OIHE is in default if the Student has not withdrawn from his or her enrolled course of study before the Default Date and:

- (e) the course does not start on the Agreed Starting Date;
- (f) the course ceases to be provided at any time after it starts but before it is completed; or
- (g) the course is not provided in full to the Student because a sanction has been imposed on Ozford under Part 6 of the *Education Services for Overseas Students Act 2000(Cth)*, or
- (h) the course is not provided in full to the Student because a sanction has been imposed on OIHE by TEQSA

OIHE will notify the Student in writing and notify the Secretary of DET and TPS Director (via PRISMS) of provider default within 3 business days.

OIHE will notify the Secretary of DET and TPS Director (via PRISMS) of the outcome of the default within 7 days, i.e. details of alternative course or refund provided to Student.

### 4.2 Default by the Student

The Student is in default if:

- (i) the course starts on the Agreed Starting Date, but the Student does not start the course on that date (and has not previously validly withdrawn);
- (j) the Student withdraws from the course (either before or after the agreed starting date); or

- (k) OIHE refuses to provide, or continue providing, the course to the Student because one or more of the following events occurs:
  - (i) the Student failed to pay an amount he or she was liable to pay to OIHE, including any third party fees, in order to undertake the course;
  - (ii) the Student breached a condition of his or her student visa; or
  - (iii) misbehaviour by the Student.

OIHE must notify the Secretary of DET and TPS Director (via PRISMS) of student default within 5 business days. OIHE must notify the Secretary of DET and TPS Director (via PRISMS) of the outcome of student default with 30 days of the provider obligation period as that term is defined under the ESOS Act.

#### 4.2.1 Cancellation and Refund Request Form

- (l) In the event of a default by OIHE or a default by the Student, the Student may complete OIHE's prescribed enrolment cancellation and refund request form (**Cancellation and Refund Request Form**) and lodge it with the Accounts Manager by registered mail, courier or personal delivery.
- (m) Ozford reserves the right to refuse any Cancellation and Refund Request Form lodged with the Accounts Manager more than 3 months after the Original Starting Date for a course and/or Package Program.
- (n) Students are entitled to a formal statement of attainment on withdrawal, cancellation or transfer, at no additional cost, prior to completing their qualification if the Student has fully paid all Tuition Fees related to the units to be included on that statement of attainment.
- (o) The date for cancellation of enrolment is the date that Ozford receives the Student's Cancellation and Refund Request Form.

#### 4.2.2 Non-refundable fees

- (p) Application fees and enrolment fees are non-refundable.
- (q) To the fullest extent permitted by law, airport pick up fees, accommodation placement fees and all other service fees are non-refundable when the Cancellation and Refund Request Form is lodged:
  - (i) less than 14 days prior to the Agreed Starting Date;
  - (ii) on or after the Agreed Starting Date;
  - (iii) after the provision of the service for such fees has already been provided to the Student in whole or in part; or
  - (iv) in the case of a Student who has enrolled in a Package Program, after the provision of the service for such fees has already been provided to the Student in whole or in part in respect of the first course.

### 4.3 Refund due to student visa refusal

Within 4 weeks after receiving a written claim from the student in the event of a default by the Student, OIHE will pay to the Student the total of the course money OIHE received in respect of the Student before the Default Day less 5% of the total amount of pre-paid fees received for the course

before the default date, or the sum of \$500 whichever is the lesser and part of the course completed by the Student before the Default Day if:

- (r) the Student is in default;
- (s) the Student was refused a student visa;
- (t) the Student provides OIHE with certified evidence that his or her application for a student visa has been refused and that the decision to refuse a student visa was not based on any false, misleading or deceptive statements or declarations by the Student;
- (u) the refusal was the reason for one or more of the following acts or omissions by the Student that directly or indirectly caused the default by the Student:
  - (i) the Student's failure to start the course on the Agreed Starting Date;
  - (ii) the Student's withdrawal from the course; or
  - (iii) the Student's failure to pay an amount he or she was liable to pay to Ozford, directly or indirectly, in order to undertake the course.

#### 4.4 Refund due to a default by OIHE

In the unlikely event that Ozford is unable to deliver the Student's course in full if:

- (v) OIHE is in default in accordance with clause 0; and
- (w) the Student is not in default in accordance with clause 2.2

The Student will be offered a refund of all the course money that has been paid to date less the amount of education services delivered (Tuition paid / Number of weeks of delivery x Number of weeks delivered).

The refund will be paid to the Student within 14 days of the default date. Alternatively, the Student may be offered enrolment in an alternative course by OIHE at no extra cost to the Student. The Student has the right to choose whether to prefer a full refund of course fees, or to accept a place in another course. If the Student chooses placement in another course, the Student will be asked to sign a document to indicate the acceptance of the placement.

#### 4.5 Refund due to student visa refusal

- (x) Subject to clause 3.3, and on application, the Student will be paid refund of Tuition Fees paid in advance if:
  - (i) the Student is in default in accordance with clause 3.3 (a), (b), (c) or (d) before the student commenced his or her relevant course with OIHE;
  - (ii) the Student provides OIHE with certified evidence that his or her application for a student visa has been refused; and
  - (iii) the decision to refuse a student visa was not based on any false, misleading or deceptive statements or declarations by the Student.
- (y) The amount of a refund under clause 3.5 will be calculated in accordance with the following formula:  
  
Tuition fee paid in advance less [Tuition Fees paid x (Number of weeks of tuition delivered / number of weeks for which Tuition Fees have been paid)] less \$500.

- (z) Subject to clause 3.10, a refund under clause 3.5 will be paid within 4 weeks after receiving a written claim from the student.
- (aa) No refund of Tuition Fees, Application Fees, Third Party Fees or any other fees or charges will be given to a Student whose student visa extension application is refused.

#### 4.6 No refund for Student default

Where there is a default by a Student under clause 2.2, other than a default resulting from a Student's student visa application being refused in the circumstances described in clause 3.5, no refund of Tuition Fees paid, including those Tuition Fees paid in advance, will be given to a Student.

- (a) OIHE is not obliged to provide a refund to a Student in the following circumstances:
  - (i) the Student suffers financial distress and/or illness;
  - (ii) a Student's family member suffers financial distress and/or illness;
  - (iii) subject to **Error! Reference source not found.**, the Student defers its Original Starting Date;
  - (iv) subject to **Error! Reference source not found.**, the Student enrolls in a Package Program.
- (b) For the avoidance of doubt, where a Student enrolls in a Package Program and the first course has commenced, the Student will not be entitled to a refund of the second course (or any other course that is the subject of the Package Program and which commences subsequent to the first course).

#### 4.7 Refund due to Student's English language proficiency failure

If a student is provisionally enrolled in a course 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 to the student.

##### 4.7.1 Tuition Fee

Tuition Fee means the amount specified by OIHE in that Student's Offer Letter as the tuition fee, excluding any Third Party Fee.

##### 4.7.2 Alternatives to Refund by OIHE

- (c) OIHE may arrange an alternative course:
  - (i) In the event that OIHE is in default, in accordance with the definition in clause 0, OIHE may arrange for the Student to be offered a place in an alternative course at no extra cost to the Student.
  - (ii) OIHE will not be liable to provide the Student a refund if the Student accepts the offer in clause 1.1(c)(i) in writing.
- (d) Tuition Protection Service (**TPS**) may arrange a suitable alternative course:
  - (i) As an alternative to the arrangement described in clause 1.1(c), the Tuition Protection Service (TPS) may arrange for the Student to be promptly offered a place in a suitable alternative course.
  - (ii) OIHE will not be liable to provide the Student a refund if the Student accepts the offer in clause 1.1(d)(i) in writing.

- (iii) Tuition Protection Service (TPS) will attempt to place the Student in a suitable alternative course or, if this is not possible, the Student will be eligible for a refund to be determined by the Tuition Protection Service.
- (iv) The refund will be the amount of unexpended pre-paid tuition fees which the student has paid but which has not been delivered or assessed.

#### 4.7.3 Monies to be retained by OIHE

- (e) OIHE is entitled to deduct an amount for administrative expenses (including any referral fees) incurred by OIHE on behalf of the Student from any refund of Tuition Fees and other amounts paid to the Student.
- (f) In the event that the Student has not yet paid to OIHE his or her Tuition Fees, the amount OIHE may retain shall be a debt that is due and payable by the Student together with any expenses, costs or disbursements incurred by OIHE in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.
- (g) The terms of this refund policy do not alter the Student's right to pursue any other legal action.

## 5. QUALITY ASSURANCE

To ensure that this policy is fit for purpose and meet the requirements of the HES Threshold Standards the policy will be;

- 5.1 internally endorsed by the Quality and Compliance Manager on development or review, prior to approval by the Executive Management Team;
- 5.2 externally reviewed as part of any independent review of the HES Threshold Standards approved by the Governing Board;
- 5.3 reviewed by the Responsible officer every three years (if not earlier) concurrently with the review of the associated Institute policy;
- 5.4 referenced to the applicable HES threshold Standard and/or other legislation/regulation.

## 6. FEEDBACK

Feedback or comments on this policy is welcomed by the listed Responsible officers of the Institute.

## 7. ACKNOWLEDGEMENT

The refund policy is applicable to all OIHE current and future students

## 8. VERSION CONTROL

Version	Date approved	Description	Approved by
3.4	9 January 2014	Initial issue	CEO
4.0	30 June 2018	Internal Review	CEO
Related legislation/ regulation/standard	HES Threshold Standards 2015, Presentation, Information and Information Management		