

DOMESTIC STUDENT FEE REFUND AND REMISSION POLICY

Approving authority	Governing Board (GB)
Purpose	This policy sets out the conditions for domestic student fee refunds and to provide a set of principles and rules for the withdrawal of FEE-HELP students from units of study
Responsible Officer	Accounts Manager
Next scheduled review	12 July 2022
Associated documents	Admissions Policy and Procedure Terms and Conditions of Enrolment (Domestic Students) Deferring, Suspending or Cancelling a Student's Enrolment Policy and Procedures Domestic Student Fee Refund and Remission Procedures

1. PRINCIPLES

Ozford Institute of Higher Education (hereafter referred to as “the Institute”) sets out the circumstances under which a domestic full fee paying or FEE-HELP student (a student) is entitled to a remission of the debt and the process a domestic full fee paying and FEE-HELP student must follow.

2. SCOPE

This policy outlines the circumstances under which domestic students will be eligible to a refund or remit of debt (FEE-HELP).

This policy applies to all domestic full fee paying and FEE-HELP students of the Institute.

3. DEFINITIONS

1. Definitions

Agreed Starting Date means the date on which the course was scheduled to start (Commencement Date), or a later date agreed between the Institute 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 the Application Form with the Institute.

Application for Refund Form means the Institute's prescribed refund request form.

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

Commonwealth Assistance Notice (CAN) The CAN includes important information about the Student's enrolment, any HELP debt the Student has incurred or the contribution amounts that the Student has paid, and any loan fee the Student has incurred.

Census Date means the date at which the Student's fee liability is assessed. The Census dates are published on the Institute website and vary depending on the academic period.

Contact Details includes the Student's current Australian residential and postal address, telephone number, email address and emergency contact details. For Students under the age of 18 this includes the Student's parents or legal guardian's contact details.

Course Withdrawal Form means the Institute's prescribed course withdrawal form.

FEE-HELP An Australian government loan scheme that helps eligible fee paying students pay their tuition fee

FEE-HELP student An eligible domestic student who opts to participate in the FEE-HELP Australian government loan scheme.

Full fee paying student A domestic student (the Student) who opts to pay all fees upfront without applying for any Australian Government funding or loan.

HESA means the Higher Education Support Act 2003.

The Institute means Ozford Institute of Higher Education Pty Ltd trading as Ozford Institute of Higher Education (ACN 165 694 351/ CRICOS Provider 034298B).

Offer Letter means the Letter of Offer from the Institute to the Student specifying the terms of the Student's enrolment offered by the Institute.

Personal Information has the meaning given by section 179-5 of the Higher Education Support Act 2003.

Provider Default Under HESA 2003, the Institute defaults in relation to the Student if:

- (a) the Institute fails to start to provide a unit of study to the Student on the day on which the unit was scheduled to start or the Institute ceases to provide a unit of study to the Student on a day after the unit starts but before it is completed; and
- (b) the Student has not withdrawn before that day; and
- (c) the Student was entitled, or would have been entitled, to "FEE-HELP assistance" for the unit of study; or
- (d) if any other circumstances prescribed by the Higher Education Provider Guidelines apply in relation to the Institute and the Student

Satisfactory Academic Progress This occurs when a student passes 50% or more of the units in which the student has been enrolled in a study period as described in the Academic Progress Policy.

The Student means a domestic applicant who has accepted an offer of enrolment by signing a Student Acceptance Agreement. Any reference to the Student is a reference to both the Student and the Student's parent or guardian where the Student is less than 18 years old.

Student Acceptance Agreement (Agreement) means the prescribed student acceptance agreement attached to the Offer Letter that the Student must submit to the Institute in order to accept an offer of enrolment from the Institute.

Terms and Conditions means these Terms and Conditions of Enrolment (Domestic Students).

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 Cover fees, any costs relating to trade supplies and consumables and any cost of living expense paid to third parties specified in the Offer Letter and Student Acceptance Agreement.

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

Trimester One trimester is one study period. It is also referred to as one unit of study in FEE-HELP context.

Tuition Fee means the amount specified by the Institute in a Student's Letter of Offer and Student Acceptance Agreement as the tuition fee.

Unit of Study One unit of study in FEE-HELP context refers to one trimester or one study period in the Institute.

4. POLICY

4.1 Refund of Fees

Before Course Commencement

- 4.1.1 If a written notice of the Student's withdrawal is received before the Agreed Starting Date, any tuition fees paid for the course will be refunded in full, minus a financial penalty fee of 5% of the total tuition fees for the first trimester. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, a financial penalty fee of 5% of first trimester tuition fees will be charged.

After Course Commencement and Before Census Date

- 4.1.2 If a written notice of the Student's withdrawal is received after the Agreed Starting Date and prior to or on the Census date, any tuition fees paid for the course will be refunded in full, minus a financial penalty fee of 10% of the total tuition fees for the first trimester. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, a financial penalty fee of 10% of first trimester tuition fees will be charged.
- 4.1.3 If a written notice of the Student's withdrawal is received after the commencement date of any subsequent trimester and prior to or on the Census date of the subsequent trimester, any tuition fees paid for the subsequent trimester will be refunded in full, minus a financial penalty fee of 10% of the total tuition fees for that trimester. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred. However, a financial penalty fee of 10% of the subsequent trimester tuition fees will be charged.

Post Census Date

- 4.1.4 If a written notice of the Student's withdrawal is received after the Agreed Starting Date and the Census date of the trimester, there will no refund of the relevant trimester's tuition fees, unless limited circumstances apply. A FEE-HELP debt will be incurred for all enrolled units of study.

Provider Default

- 4.1.5 If, for any reason, a Provider Default occurs, i.e.: the Institute is unable to start delivery or ceases to continue to deliver the course after commencement, the Institute will arrange for the student to be offered a place in a suitable replacement unit or suitable replacement course (alternative arrangement).
- 4.1.6 Students can accept the alternative arrangement or opt to have their unused tuition fee refunded.
- 4.1.7 For students who opt to have their unused tuition fee refunded:
- 4.1.7.1 If the Provider Default takes place before the course commencement, i.e.: the Institute is unable to start delivery of the course on the specified agreed starting date, a full refund of course Tuition Fees paid in advance will be made within 14 days of the Institute notifying the Student of the Provider Default. If a FEE-HELP loan has been applied for, no FEE-HELP debt will be incurred.
- 4.1.7.2 If the Provider Default takes place after the course commencement but before the census date, i.e.: the Institute ceases to continue to deliver the course before the Census Date of any subsequent trimester, a full refund of course Tuition Fees paid in advance for the trimester will be made within 14 days of the Institute notifying the Student of the Provider Default. If a FEE-HELP loan has been applied for the trimester, no FEE-HELP debt will be incurred.
- 4.1.7.3 If the Provider Default takes place after the Census Date, i.e.: the Institute ceases to deliver the course after the census date but before it is completed, the Institute will refund the balance of fee paid in advance or re-credit the student's FEE-HELP balance in accordance with the HESA 2003 subsection 97-42(1) or 104-42(1) (as the case requires) within 14 days of the Institute notifying the Student of the Provider Default.
- 4.1.8 All applications for refund of fees will be assessed and the Student will be notified of the outcome within 20 working days of receipt of application.
- 4.1.9 If the Student is dissatisfied with the outcome of the application, the Student can lodge a formal complaint by accessing the Student Grievances and Appeal Policy within 28 days from the receipt of the original decision.
- 4.1.10 If the Student is not satisfied with the outcome of their appeal or complaint, the Student can apply to the Administrative Appeals Tribunal (AAT) for a review of the decision.

4.2 Refund or Remission of FEE-HELP Post Census Date

- 4.2.1 In some limited circumstances, a Student who withdraws from their studies after the census date can apply for refund of fees or remission of FEE-HELP debt if the below three conditions are met:
- Special circumstances (defined below) exist,
 - The Student did not complete the requirements to pass the unit, and
 - The application is made within the deadline.
- 4.2.2 Special circumstances are those that:
- are beyond the Student's control; and
 - do not make their full impact on the Student until on, or after, the census date; and
 - make it impracticable for the Student to complete the requirements for the unit in the period during which the Student undertook, or was to undertake the unit.
- 4.2.3 The Student cannot apply for refund of fees or remission of FEE-HELP debt if the Student has successfully completed the requirements of that unit of study.
- 4.2.4 Being unable to meet the academic and financial requirements of a unit of study or a change of mind does not of itself make the Student eligible for remission of fees.
- 4.2.5 When the Student's tuition fee for a study period/unit of study is remitted due to special circumstances, the Student continues to be liable for any applicable Application Fee and Materials and Resources Fee. Any Materials and Resources debt incurred by the Student for that study period cannot be remitted under any circumstances. Applications for remission of fees cannot be processed where there are any other outstanding payments and resources to the Institute.
- 4.2.6 An application for remission of fees post census-date must be made in writing within 12 months of withdrawing from the unit or within 12 months from the last day of the unit's study period.
- 4.2.7 The 12 month time limit cannot be extended.
- 4.2.8 Where an application is not processed for being made out of time the Student cannot seek reconsideration of the decision by the Institute.
- 4.2.9 Applications for remission of fees must be substantiated with adequate supporting documentation such as a medical certificate or letter from a health professional.
- 4.2.10 All applications for refund of fees will be assessed and the Student will be notified of the outcome within 20 working days of receipt of application.
- 4.2.11 If the Student is dissatisfied with the outcome of the application, the Student can lodge a formal complaint by accessing the Student Grievances and Appeal Policy within 28 days from the receipt of the original decision.
- 4.2.12 If the Student is not be satisfied with the outcome of their appeal or complaint, the Student can apply to the Administrative Appeals Tribunal (AAT) for a review of the decision.

5. QUALITY ASSURANCE

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

- internally endorsed by the Executive Management Team on development or review, prior to approval by Governing Board, or the Academic Board or other delegated authority;
- externally reviewed as part of any independent review of the HES Threshold Standards approved by the Governing Board;
- internally reviewed by the Responsible Officer every three years from the date of approval (if not earlier).
- referenced to the applicable HES threshold Standard and/or other legislation/regulation.

6. FEEDBACKS

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

7. ACKNOWLEDGEMENT

This policy was initially developed with reference to the University of Melbourne Remission of Fee policy.

8. VERSION CONTROL

Version	Date approved	Description	Approved by
1.0	12 July 2019	Initial	GB
2.0	June 2021	Internal Review	GB
Related legislation/ regulation/standard	HES Threshold Standards 2015, Presentation, Information and Information Management Higher Education Support Act 2003 FEE-HELP Guidelines 2017 made under section 238-10 of the <i>Higher Education Support Act 2003</i>		