

INTERNATIONAL STUDENT FEE REFUND POLICY

Approving authority	Governing Board
Purpose	This policy sets out the conditions for international student fee refunds.
Responsible Officer	Accounts Manager
Next scheduled review	May 2024
Document Location	http://www.ozford.edu.au/higher-education/policies-and-procedures/
Associated documents	International Student Fee Refund Procedures Admissions Policy and Procedure Deferring, Suspending or Cancelling a student enrolment Policy and Procedure

1. PRINCIPLES

Ozford Institute of Higher Education (hereafter referred to as “the Institute”) sets out the circumstances that as student is entitled to a refund and the process a student must follow to apply for a refund.

2. SCOPE

This policy covers all commencing and re-enrolling International 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.

This policy does not affect an international 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 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.

CoE means Confirmation of Enrolment generated from PRISMS.

Contact Details includes the Student’s current Australian and overseas 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.

Default Date means:

Provider Default

- (a) the day on which the Institute did not commence delivery of a scheduled course
- (b) the day on which the Institute ceased to provide a course.

Student Default

- (c) the day on which the Institute refused to provide, or continue to provide, the course to a Student due to the Student either:
 - (i) failing to make a payment
 - (ii) breaching a visa condition such as maintaining satisfactory academic progress
 - (iii) severe misconduct as defined in the Student Code of Conduct Policy
- (d) the day on which the Student withdraws from the course
- (e) the day on which a Student failed to commence or recommence a course of study
- (f) the day on which the Institute receives evidence from the Student of the student's visa application refusal.

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

Immigration Secretary means the Secretary of the Department administered by the Immigration Minister under the ESOS Act.

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.

Overseas Student Health Cover means the health insurance cover that a Student is required to obtain prior to the Student commencing the Student's enrolment with the Institute.

Package of courses means a Package of Courses of study comprising one or more of the Institute's courses, in which the Student is enrolled.

Personal Information means the Student's name, contact details, relevant medical conditions or disabilities and details of any breaches of a visa condition by the Student. For Students under the age of 18, this includes the Student's parents or legal guardian's contact details.

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 of courses that include one or more Institute courses, the Student's Principal Course is the course within the package that has the highest qualification and for which the Student has CoE. Where the Student has enrolled in only one course, the Principal Course means the Student's nominated course of study with the Institute.

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

Provider Default Under section 46A of the ESOS Act, the Institute defaults regarding an overseas student or intending overseas student and a course at a location if:

- (a) the Institute fails to start providing the course to the Student at the location on the agreed starting day or;
- (b) after the course starts, but before it is completed, the course ceases to be provided by the Institute to the Student at the location, and the Student has not withdrawn from the course before the default day.
- (c) when the course is not provided in full to the Student because a sanction has been imposed on the Institute under Part 6 of the Education Services for Overseas Students Act 2000(Cth).

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.

Student means an international student who has accepted an offer of enrolment and been issued with a CoE by the Institute. 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's 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.

Student Default Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults regarding a course at a location if:

- a) the course starts at the location on the agreed starting day, but the Student does not start the course on that day (and has not previously withdrawn)
- b) the Student withdraws from the course at the location (either before or after the agreed starting day)
- c) the Institute refuses to provide, or continue providing, the course to the Student at the location because of one or more of the following:
 - i. the Student failed to pay an amount payable to the Institute for the course; including any third party fees
 - ii. the Student breached a condition of the student visa
- d) severe misconduct by the Student as described in the Student Code of Conduct Policy (note: the Student is entitled to natural justice under subsection 47A[3]).

Terms and Conditions means the Terms and Conditions of Enrolment (International Students).

The Institute means Ozford Institute of Higher Education Pty Ltd ACN 165 694 351 trading Ozford Institute of Higher Education. CRICOS Provider No: 03429B.

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.

Transfer Policy means Transfer between Registered Providers Policy and Procedures to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

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

Unused Tuition Fees is the amount calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 para. 7 at <https://www.legislation.gov.au/Details/F2014L00907>.

4. POLICY

4.1 Default by the Institute

- 4.1.1 If, for any reason, the Institute is unable to deliver the course on the specified starting date (Provider Default), the Institute 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 to the ESOS Act.
- 4.1.2 The Institute will provide notice to the ESOS agency and the TPS (via PRISMS) of the outcome of the default within 7 days
- 4.1.3 The notice must comply with the requirements of the ESOS Act, ie as required by PRISMS and include the following:
- (a) whether the Institute discharged its obligations to the Students in accordance with section 46D of the ESOS Act;
 - (b) if the Institute arranged an alternative course:
 - i. details of the Students the Institute 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 Institute provided refunds:
 - i. details of the students the Institute provided refunds to; and
 - ii. details of the amounts of the refunds provided.

4.2 Default by the Student

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

4.3 Situations for a full refund of Tuition Fees

- 4.3.1 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 Institute from the Student before the day of the Student Default minus the lesser of 5% of the Tuition Fees or AUD500 will be made within 4 weeks after receiving a written claim from the student. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to the Institute upon visa refusal.
- 4.3.2 If, for any reason, the Institute is unable to start delivery of the course on the specified starting date (Provider Default), 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.

4.4 Situations for a partial refund of Tuition Fees

- 4.4.1 If, for any reason, the Institute 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.
- 4.4.2 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. The Calculation of “unused fees” is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 at <https://www.legislation.gov.au/Details/F2014L00907>

4.5 Situations for no refund of Tuition Fees

- 4.5.1 If the Student withdraws before or after the Commencement Date of the course enrolled, there will be no refund of any fees paid in advance for this course.
- 4.5.2 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.
- 4.5.3 If a student’s visa is cancelled due to student’s breach of visa conditions for academic progress; or breach of the Institute policies and procedures in the course enrolled, there will be no refund of any fees paid in advance for this course.
- 4.5.4 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 Institute, the Student is deemed to have inactively withdrawn, and their enrolment will be cancelled: There will be no refund of any fees paid in advance for this course.
- 4.5.5 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 Institute, 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.
- 4.5.6 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.

4.6 Alternative to refund of fees

- 4.6.1 If, for any reason, the Institute 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 Institute may arrange for the Student to be offered a place in an alternative course that is acceptable to the Student at no additional expense.
- 4.6.2 If the Institute 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>.

4.7 Non-tuition fees

- 4.7.1 Application fees and enrolment fees are non-refundable.
- 4.7.2 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:
 - 4.7.2.1 less than 14 days prior to the Agreed Starting Date;
 - 4.7.2.2 on or after the Agreed Starting Date;
 - 4.7.2.3 after the provision of the service for such fees has already been provided to the Student in whole or in part.

4.8 Process for claiming a refund

- 4.8.1 Refund applications must be made in writing using the Application for Refund Form which may be obtained from the Institute’s website <http://www.OIHE.edu.au/policies-procedures/>) and need to be forwarded directly to the accounts department at the Institute, which is located at Level 10, 310 King Street Melbourne, or can be lodged via email to account@ozford.edu.au.
- 4.8.2 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.
- 4.8.3 If the Institute owes an amount to a Student under the 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.

4.9 Monies to be retained by the Institute

- 4.9.1 The Institute is entitled to deduct an amount for administrative expenses (including any referral fees) incurred by the Institute on behalf of the Student from any refund of Tuition Fees and other amounts paid to the Student.
- 4.9.2 In the event that the Student has not yet paid to the Institute the Student’s Tuition Fees, the amount the Institute may retain shall be a debt that is due and payable by the Student together with any expenses, costs or disbursements incurred by the Institute in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.
- 4.9.3 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 policy is fit for purpose and meet the requirements of the HES Threshold Standards the policy will be;

- 5.1 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;
- 5.2 externally reviewed as part of any independent review of the HES Threshold Standards approved by the Governing Board;
- 5.3 internally reviewed by the Responsible Officer every three years from the date of approval (if not earlier).
- 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

This policy was initially developed with reference to the following policy;
Refund Policy, Ozford College of Business, 2014

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
5.0	June 2021	Internal Review	GB
Related legislation/ regulation/standard	HES Threshold Standards 2015, Domain 1 and Domain 7 ESOS Act 2000 and National Code 2018		