



OZFORD

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OZFORD COLLEGE OF BUSINESS (CRICOS: 02573B)
OZFORD ENGLISH LANGUAGE CENTRE (CRICOS NO. 02501G)
OZFORD COLLEGE (CRICOS NO. 02427A, REGISTERED SCHOOL NO. 2016)

Refund Policy **Version 6.0**

Definitions

Unless otherwise defined in this Refund Policy the following terms shall have the following meanings:

Agent means a third party agent appointed by Ozford to source overseas students for Ozford.

Agreed Starting Date means the date on which the course was scheduled to start, or a later date agreed between Ozford and the Student to be the Agreed Starting Date.

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

Application for Credit Refund Form means Ozford's prescribed refund request form available at Ozford's student services centre.

Business Day means a day on which banks are open for business in Melbourne, other than Saturday, Sunday or a public holiday in Melbourne.

CAAW Fee means a confirmation of appropriate accommodation and welfare fee.

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

Course Withdrawal Form means Ozford's prescribed course withdrawal form available at Ozford's student services centre.

Cancellation of Enrolment Policy means Ozford's prescribed cancellation of enrolment policy available at Ozford's student services centre.

Default Date means:

- (a) the Agreed Starting Date, if clause 2.1(a)(i) or 2.2(a)(i) applies;
- (b) the day on which the course ceased to be provided, if clause 2.1(a)(ii) or 2.1(a)(iii) applies;
- (c) *the day on which the Student withdraws from the course, if clause 2.2(a)(ii) applies;*
- (d) the day on which Ozford refuses to provide, or continue to provide, the course to the Student, if clause 2.2(a)(iii) applies; or

Oxford Business College Pty. Ltd. is trading as Ozford College of Business (CRICOS No. 02573B, RTO No. 21442, ABN 82 106 243 378); Ozford English Language Centre Pty. Ltd. is trading as Ozford English Language Centre (CRICOS No. 02501G, ABN 35 100 454 475); Ozford College Pty. Ltd is trading as Ozford College (CRICOS No. 02427A, Registered School No. 2016, ABN 41 102 265 225).

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- (e) the day on which Ozford receives evidence from the Student of his or her Student visa application refusal if clause 3.2(a) applies.

DIPB means the Australian Government Department of Immigration and Border Protection.

DET means Australian Government Department of Education and Training.

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

Head of Student Services means Ozford's head of student services.

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

Original Starting Date means the date on which the course was scheduled to start, or a later date agreed between Ozford and the Student to be the Original Starting Date 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 Ozford.

Ozford means Ozford English Language Centre Pty Ltd (ACN 100 454 475) trading as Ozford English Language Centre (CRICOS Provider 02501G), Ozford College Pty Ltd (ACN 102 265 225) trading as Ozford College (CRICOS Provider 02427A), or Ozford Business College Pty Ltd (ACN 106 243 378) trading as Ozford College of Business (CRICOS Provider 02573B), Ozford Institute of Higher Education Pty Ltd (CAN 165 694 351) trading as Ozford Institute of Higher Education as specified in the Student's Application Form.

Ozford Brochure means the brochure available on the Ozford website.

Package Program means a package of courses of study comprising more than one course, all of which are offered by Ozford and in which the Student is enrolled.

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.

Refund Policy means this refund policy.

Refusal, Deferral, Suspension Policy means the refusal, deferral and suspension policy published by Ozford on its official website at <http://www.ozford.edu.au/>.

Student means a student enrolled with Ozford in relation to a Principal Course.

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

Student's Application Form means Ozford's prescribed student application form as published on Ozford's website at <http://www.ozford.edu.au/>.

Student Welfare Officers means the Student welfare officers appointed by Ozford from time to time.

Study Period means

- (a) for a Student enrolled with Ozford College Pty Ltd or Ozford Business College Pty Ltd, one semester of study;
- (b) for a Student enrolled with Ozford English Language Centre Pty Ltd in a course with a duration of less than 24 weeks, the duration of the course;
- (c) for a Student enrolled with Ozford English Language Centre Pty Ltd in a course of duration of more than 24 weeks, one semester of study.

Terms and Conditions means the terms and conditions of enrolment attached to the Student Acceptance Agreement.

Third Party Fee means any fee paid to a third party, including any airport pickup fee, accommodation placement fee, CAAW Fee, homestay fee, government examination fee, materials and student equipment fees, Overseas Student Health Scheme 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.

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

TPS Director means the director appointed by the Minister of Education and Training to oversee the operation of TPS.

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

Weekly Tuition fee means the total Tuition fee calculated as follows and rounded up to the nearest whole dollar:

$$\text{Weekly Tuition Fee} = (\text{total Tuition Fees for the course/number of calendar days in the course}) \times 7.$$

2. Defaults

2.1 Default by Ozford

- (a) For the purposes of this Refund Policy and the Terms and Conditions, Ozford is in default if the Student has not withdrawn from his or her enrolled course of study before the Default Date and:
 - (i) the course does not start on the Agreed Starting Date;
 - (ii) the course ceases to be provided at any time after it starts but before it is completed; or

- (iii) the course is not provided in full to the Student because a sanction has been imposed on Ozford under Part 6 of the ESOS Act.
- (b) If Ozford is in default under clause 2.1(a), it must notify the Student in writing that it will notify the Secretary of DET and TPS Director (via PRISMS) of provider default within 3 Business Days after the default occurs.
- (c) Ozford must notify the Secretary of DET and TPS Director (via PRISMS) of the outcome of provider default under clause 2.1(a) within 7 days after the “provider obligation period” as that term is defined under the ESOS Act, which must include details of the alternative course or refund provided to the Student.

2.2 Default by the Student

- (a) The Student is in default if:
 - (i) the course in which the Student is enrolled starts on the Agreed Starting Date, but the Student does not start the course on that date (and has not previously validly withdrawn from the course in accordance with the Terms and Conditions);
 - (ii) the Student withdraws from the course at any time before or after the Agreed Starting Date but before the Student completes the course; or
 - (iii) Ozford refuses to provide, or continue to provide, the course to the Student because one or more of the following events occurs:
 - 1) the Student failed to pay an amount he or she was liable to pay to Ozford, including any Third Party Fees, in order to undertake the course;
 - 2) the Student breached a condition of his or her student visa; or
 - 3) misconduct by the Student, including that misconduct outlined in clause 12 of the Terms and Conditions.
- (b) Ozford must notify the Secretary of DET and TPS Director (via PRISMS) of student default under clause 2.2(a) within 5 Business Days after the Student’s default.
- (c) Ozford must notify the Secretary of DET and TPS Director (via PRISMS) of the outcome of student default under clause 2.2(a) within 7 days after the “provider obligation period” as that term is defined under the ESOS Act.

3. Events giving rise to refund of Tuition Fees

Refunds of Tuition Fees in part or in full may be possible in cases of either Provider Default or Student Default.

3.1 Situation for full refund of Tuition Fees

- (a) If the application for a Student visa is unsuccessful: A full refund of course tuition fees minus the lesser of 5% of the Tuition Fees received by Ozford from the Student before the day of the Student Default, or AUD\$ 500 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 Ozford upon visa refusal.

- (b) If for any reasons Ozford is unable to start delivery of the course on the specified starting date (provider default), a full refund of course tuition fee paid in advance of tuition provided by Ozford will be made within 14 days of Ozford notifying the student of the provider default.

3.2 Situations for partial refund of Tuition Fees

- (a) If for any reason Ozford ceases to deliver the course before it is completed (provider default), a refund of Unspent Tuition Fees will be made within 14 days notification of the provider default in accordance with the refund requirements of the ESOS Act 2000.
- (b) If a Student's visa expires whilst studying a Package of Course, the Student is unable to complete the Package of Courses because the relevant extension of visa is not granted, the Unused Tuition Fees for each and every course in the Package of Courses minus administration and processing charges of 5% or AU\$500.00 whichever is the lesser 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>

3.3 Situations for no refund of Tuition Fees

- (a) If a Student withdraws before or after the Commencement Date of the first course in the Package of Courses, there will be no refund of any fees paid in advance for each and every course in the Package of Courses. Students will also have to pay the balance of any fees due for remainder of their current course of study.
- (b) If a student's visa is cancelled due to student's breach of visa conditions for course attendance and/or course progress. Ozford policies and procedures; or Student misbehavior after the commencement of the first course in a Package of Courses, there will be no refund of any fees paid in advance for each and every course in the Package of Courses. The Student will also have to pay the balance of any fees due for remainder of the current course of study.
- (c) If a Student is granted a deferment or temporary suspension of studies after the commencement of a Package of Courses and does not return or re-commence on the agreed date without the approval of Ozford, 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 each and every course in the Package of Courses
- (d) If a Student is enrolled in a Package of Courses does not return to study after a proclaimed holiday or break from studies, on the agreed date without the approval of Ozford 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 each and every course in the Package of Courses.
- (e) If a Student is provisionally enrolled in a Package of 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 for each and every course in the Package of Courses.

3.4 No refund due to a Student's English language deficiency

No refund of Tuition Fees will be given to a Student where that Student fails to achieve an acceptable English language proficiency as determined by Ozford or its university pathway provider, in their sole discretion.

4. Refund of fees other than Tuition Fees

4.1 Refund of Application Fee

If Ozford is in default in accordance with clause 2.1 and the Student is not in default in accordance with clause 2.2, the Student will be offered a refund of the Application Fee which has been paid by him or her. In all other cases, the Application Fee is not refundable.

4.2 Third Party Fees

- (a) Ozford will have no liability (including as to refunds) to the Student with respect to any Third Party Fees, subject to clause 4.2(b) of this Refund Policy.
- (b) If textbooks and overseas student health cover fees have been paid by the Student in advance, a full refund will be given provided that the textbooks and overseas student health cover have not been ordered by Ozford for the Student.

5. How to apply for a refund

- (a) The Student may lodge the following documents with the Ozford accounts manager by registered mail, courier or personal:
 - (i) original Course Withdrawal Form (which must be signed by the Student's parent or guardian where the Student is less than 18 years of age);
 - (ii) supporting evidence for the withdrawal, which, for a Student returning to their home country, may include a DIBP visa cancellation letter; and
 - (iii) original Application for Credit Refund Form.
- (b) The address to lodge the documents referred to in clause 5(a) is the address specified in the Course Withdrawal Form and Application for Credit Refund Form.
- (c) In an effort to ensure all Students' wellbeing and an informative decision has been made, all Students applying for withdrawal will be counselled by Ozford's student services staff and will be required to submit an original Course Withdrawal Form containing the Student's original signature. Where the Student is under 18 years of age, the Course Withdrawal Form must be signed by their parent or their legal guardian.
- (d) 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 and the Student Acceptance Agreement.

6. Account for payment of refunds

Any refunds made by Ozford under this Refund Policy will only be paid into the account of the person who made the initial payment.

7. Monies to be retained by Ozford

- (a) Ozford is entitled to deduct an amount for administrative expenses (including any referral fees) incurred by Ozford in connection with any refund of Tuition Fees and other amounts to be paid to the Student under the Terms and Conditions and this Refund Policy.
- (b) Ozford is entitled to recover any outstanding Tuition Fees, Application Fees and any other fees or charges which are due and payable to Ozford by the Student under the Terms and Conditions together with any expenses, costs or disbursements incurred by Ozford in recovering these outstanding monies, including but not limited to debt collection agency fees and legal costs.

8. Alternatives to refund of Tuition Fees by Ozford

8.1 Ozford may arrange an alternative course

- (a) If Ozford is in default in accordance with clause 2.1(a), Ozford must:
 - (i) arrange an alternative course at no extra cost to the Student; or
 - (ii) pay the Student the refund of Tuition Fees in accordance with clause 3.1(a).
- (b) The Student has the right to accept a refund of Tuition Fees in accordance with clause 3.1(a), or to accept a place in an alternative course offered under clause 8.1(a)(i) above. If the Student chooses placement in an alternative course, the Student must sign a document to indicate the acceptance of that placement. Ozford will not be liable to provide the Student with a refund of Tuition Fees if the Student accepts the offer under clause 8.1(a)(i) in writing.

8.2 Tuition Protection Service may arrange an alternative course

- (a) If Ozford is in default in accordance with clause 2.1(a) and is not able to offer the Student an alternative course as described in clause 8.1, the ESOS Act requires that TPS must arrange for the Student to be promptly offered a place in a suitable alternative course.
- (b) 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 from TPS of an amount to be determined by TPS.
- (c) Ozford will have no liability or obligation to provide a Student with a refund under clause 8.1(a)(ii) if the Student accepts an offer from TPS under clause 8.2(a) for an alternative course or if the Student receives a refund from TPS under clause 8.2(b) above