

# REFUND POLICY AND PROCEDURE

Approving Authority	The Board of Directors
Responsible Officer	The Principal
Version	V2 Reformatting
Next Scheduled Review	19/7/23
Related Legislation and Regulations	Education Services for Overseas Students (Calculation of Refund) Specification 2014 The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards Higher Education Standards Framework 2021, standard 1.1 Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3
Associated Documents	Fees and Charges Policy Student Application and Admissions Policy and Procedure Deferral Suspension Cancellation Policy and Procedure Complaints and Appeals Policy and Procedure Academic Misconduct and Cancellation Form Records Management Policy Refund Log

## 1 SCOPE

This policy covers the refund process for all fees payable for courses on offer from ACCS in accordance with the Higher Education Standards Framework 2015, Standards for Registered Training Organisations (RTOs), ESOS Act and the National Code.

## 2 PURPOSE

To provide for appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. This refunds policy and procedure will allow students the option to disengage from study in a manner in which a negative impact may be negated or reduced, depending upon notification time frame.

Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## 3 DEFINITIONS<sup>1</sup>

Unless otherwise defined in these Terms and Conditions the following terms shall have the following meanings:

<sup>1</sup> <https://ozford.edu.au/wp-content/uploads/HERefund-Policy.pdf> P.1-3 Retrieved 19/07/2020

**ACCS** means Australian College of Christian Studies Ltd ABN 60 236 028 435 CRICOS Provider No: 03375M as specified on the Student's Application Form.

**Agreed Starting Date** means the date on which the course was scheduled to start, or a later date agreed between ACCS 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.

**Application for Refund Form** means ACCS' prescribed refund request form available from the Dean of Students.

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

**CoE** is an official document issued to international students by ACCS, confirming that students have accepted a place in a course of study.

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

**Course Withdrawal Form** means ACCS' prescribed course withdrawal form available the Dean of Students.

**Default Date** means:

- (a) the day on which ACCS did not commence delivery of a scheduled course;
- (b) the day on which ACCS ceased to provide a course; or
- (a) the day on which ACCS refused to provide, or continue to provide, the course to a student; or
- (b) the day on which the student withdraws from the course; or
- (c) the day on which a student failed to commence/recommence a course of study;
- (d) the day on which ACCS 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 of Admissions Letter** means the offer letter to the student specifying the terms of the student's enrolment offered by ACCS.

**Commencement Date** means the date on which the course was scheduled to start, or a later date agreed between ACCS and the student to be the Commencement 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 ACCS.

**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.

**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 ACCS.

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

**Student's Application Form** means the ACCS' prescribed student application form as published on the ACCS' website

**Terms and Conditions** means these terms and conditions.

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

**Tuition Fee** means in respect of a student, the amount specified by ACCS in that student's Letter of Offer as the tuition fee.

## 4 POLICY/PROCEDURE STATEMENT

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### 4.1 DEFAULT BY THE ACCS<sup>2</sup>

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

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

ACCS will notify the student in writing and notify the Secretary of DET and TPS Director (via PRISMS) of provider default within three business days.

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

### 4.2 DEFAULT BY THE STUDENT

The student is in default if:

- a) 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);

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<sup>2</sup> <https://ozford.edu.au/wp-content/uploads/HERefund-Policy.pdf> P.3-6 Retrieved 19/07/2020

- b) the student withdraws from the course (either before or after the agreed starting date); or
- c) ACCS 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 ACCS, in order to undertake the course;
  - (ii) the student breached a condition of his or her student visa; or
  - (iii) misbehaviour by the student.

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

#### 4.2.1 Cancellation and Refund Request Form

- (a) In the event of a default by ACCS or a default by the student, the student may complete ACCS' prescribed enrolment cancellation and refund request form (Cancellation and Refund Request Form) and lodge it with the Accounts Manager by registered mail to ACCS PO Box 1101 Burwood NSW 2134, courier or personal delivery.
- (b) ACCS reserves the right to refuse any Cancellation and Refund Request Form lodged with the Accounts Manager more than three months after the Original Starting Date for a course.
- (c) Students are entitled to a formal statement of attainment/transcript 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/transcript.
- (d) The date for cancellation of enrolment is the date that ACCS receives the student's Cancellation and Refund Request Form.

#### 4.2.2 Non-refundable fees

- (a) Application fees and enrolment fees are non-refundable.
- (b) 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; or
  - (iii) after the provision of the service for such fees has already been provided to the student in whole or in part.

#### 4.3 REFUND DUE TO STUDENT VISA REFUSAL

Within four weeks after receiving a written claim from the student in the event of a default by the student, ACCS will pay to the student the total of the course money ACCS 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:

- a) the student is in default;
- b) the student was refused a student visa;
- c) the student provides ACCS 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;
- d) 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 ACCS, directly or indirectly, in order to undertake the course.
- e) on application, the student will be paid a refund of Tuition Fees paid in advance if:
- (i) the student is in default in accordance with clause 4.3 (a), (b), (c) or (d) before the student commenced his or her relevant course with ACCS;
  - (ii) the student provides ACCS 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.
- f) The amount of a refund 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.*
- g) Subject to clause 4.8, a refund under clause 4.3 will be paid within four weeks after receiving a written claim from the student.
- h) No refund of Tuition Fees, Application Fees, or any other fees or charges will be given to a student whose student visa extension application is refused.

#### 4.4 REFUND DUE TO A DEFAULT BY ACCS

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

- a) ACCS is in default in accordance with clause 4.1; and
- b) the student is not in default in accordance with clause 4.2.

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 ACCS 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 NO REFUND FOR STUDENT DEFAULT

Where there is a default by a student under clause 4.2, other than a default resulting from a student's student visa application being refused in the circumstances described in clause 4.3, no refund of Tuition Fees paid, including those Tuition Fees paid in advance, will be given to a student.

- a) ACCS 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 4.3, the student defers its Original Starting Date;

#### 4.6 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 ALTERNATIVES TO REFUND BY ACCS

- a) ACCS may arrange an alternative course:
  - (i) in the event that ACCS is in default, in accordance with the definition in clause 4.1, for the student to be offered a place in an alternative course at no extra cost to the student;
  - (ii) ACCS will not be liable to provide the student a refund if the student accepts the offer in clause 4.7(a)(i) in writing.
  
- b) Tuition Protection Service (TPS) may arrange a suitable alternative course:
  - (i) as an alternative to the arrangement described in clause 4.7(a), the Tuition Protection Service (TPS) may arrange for the student to be promptly offered a place in a suitable alternative course.;
  - (ii) ACCS will not be liable to provide the student a refund if the student accepts the offer in clause 4.7(b)(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.

#### 4.8 MONIES TO BE RETAINED BY ACCS

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

### 5 GENERAL RULES

5.1 The refund policy reflects the commitment by ACCS to hold places as booked by students and the amount of administrative resources consumed at the various stages. Refund application will not be processed where the signature on the refund application form does not match the student's signature as shown on other documents provided by the student for admission to ACCS.

5.2 The Accounts Manager of ACCS will process refund requests and if approved, arrange payment within 28 days.

5.3 Refunds will be paid in Australian Dollars into the nominated bank account.

- 5.4 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by ACCS until the course start date.
- 5.5 All requests for refund will be processed on an individual basis, taking into account impact on follow on units /modules if applicable.
- 5.6 The term “commencement” in this policy refers to the first day of the first class attended by the student.
- 5.7 Issues with regard to payment are to be handled at the first available opportunity and directed to the Accounts Manager of ACCS.
- 5.8 All Refund Requests and issued refunds are to be logged in the Refund Log.
- 5.9 In the event of visa rejection, ACCS will require a copy of notification from the Australian High Commission.
- 5.10 Tuition fees are refundable in full where a student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course, ACCS if advised of the cancellation 28 days or more before course starts and prior to entering into Australia.
- 5.11 ACCS will offer the student a refund statement that explains refund calculation.
- 5.12 Any costs incurred by ACCS to recuperate outstanding fees will be charged to the student.
- 5.13 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 5.14 ACCS will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 5.15 ACCS will provide the student in writing the resulting decision of ACCS’ management.
- 5.16 Advise the student of their right to appeal the decision of ACCS management (see Complaints and Appeals Policy and Procedure).
- 5.17 ACCS only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with ACCS. No accountability will be taken for fees for visa application costs.

The Principal is responsible for implementing and ensuring compliance with this policy.

The Accounts Manager will process refund requests, if approved, and arrange refund payment within 28 days.

All documentation from refund processes is maintained in accordance with Records Management Policy. (See Records Management Policy)

## 5 ACKNOWLEDGEMENTS

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This policy acknowledges the following resources:

OSFORD <https://ozford.edu.au/>