

REFUND POLICY AND PROCEDURE

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Schedule 1

Item – 1	Name of Organisation	Onyx Developments Pty Ltd (ABN 61 009 465 758) T/A Australasia International School
Item – 2	ABN:	61 009 465 758
Item – 3	Address:	Level 14/233 Castlereagh Street, Sydney NSW 2000
Item – 4	RTO Code:	6251
Item – 5	CRICOS Provider Number:	02747G

Purpose

The purpose of this policy is to outline **Item – 1** rules and procedure for processing refunds to students. **Item – 1** refund policy has been created using information gathered for Education Services for Overseas Students (Calculation of Refund) Specification 2014 and Part 5 Division 2 of the Education Services for Overseas Students Act

Definitions

1. **Course Fee** – Means the fee that is the total cost of the course comprising both the material fee and the tuition fee.
2. **Tuition Fee** – Means the fee paid by all students that covers the cost of training.
3. **Material Fee** – Means the fee paid by all students that covers the consumable items used in the course.
4. **Enrolment Fee** – Means the fee paid by all students and covers the work that goes into enrolling a student at AIS.
5. **Non-tuition Fee** – means and fee that is not a tuition fee.
6. **Student** – Means any overseas student or any intending overseas student and any domestic student.
7. **The Act** – Means the Education Services for Overseas Students Act 2000.

References

1. Education Services for Overseas Students Act 2000
<https://www.legislation.gov.au/Series/C2004A00757>
2. Education Services for Overseas Students Amendment Act 2014
<https://www.legislation.gov.au/Details/C2014A00002>
3. Education Services for Overseas Students (Calculation of Refund) Specifications 2014
<https://www.legislation.gov.au/Details/F2014L00907>
4. Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specifications 2014
[https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20\(2\).pdf](https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf)

Policy

This refund policy applies to all fees paid to **Item – 1** and includes any money paid to an education agent to be remitted to **Item – 1**.

NOTE: Fees for additional services that are not covered by the Letter of Offer (LoO) and are not part of the agreement with **Item – 1**, are not covered by this refund policy.

Item – 1 is to ensure all students are informed and agree to this as it is stated in the abridged version of this policy when it is given with the letter of Offer (LoO).

Item – 1 does not require the student to pay more than fifty per cent (50%) of course fees before a course starts, unless it is for a short course of 25 weeks or less.

Item – 1 can accept more than fifty per cent (50%) of course fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.

Item – 1 can request any remaining fees as per the payment plan set out in the written agreement with the student.

Item – 1 are required to ensure that all applications for refund of fees are considered.

A full refund of all unused course fees will be made if a CRICOS course is cancelled by **Item – 1** for any reason. In this instance a refund will be made in fourteen (14) days as stated in **Section 46D subsection 2 – 3 of The Act**.

Where **Item – 1** issues a refund due to the course being cancelled, **Item – 1** will inform the affected students in writing in accordance with section 46D subsection 4 of the Act.

Where a refund is required due to a default by a student, an application for refund of course fees must be made in writing on the *Application for Refund Form* to AIS stating detailed reasons for the request. Any relevant evidence should also be attached for consideration.

Refund Table

Unsuccessful Visa application and 28 days notice is given	Full refund of unused prepaid fees will be provided to students minus 5% or \$500 whichever is less.
Cancellation of enrolment more than 28 days prior to commencement date.	80% refund of Tuition Fees paid
Cancellation less than 28 days prior commencement date.	50% refund of Tuition Fees
Cancellation after commencement date.	No refund
Visa cancelled due to actions of student	No refund
Course cancelled by Australasia International School (provider default)	100% refund of <i>all unused prepaid fees</i>

*** Note: Special consideration may be given to the refund of fees in extenuating circumstances (compassionate/compelling), following a written application to the CEO.**

**** Note: All Fees, Charges and Course costs are subject to change without notice please refer to the current course price list.**

We will not issue refunds under other circumstances including but not limited to:

- changes occur in student work hours, student changes/ leaves work
- it becomes inconvenient for a student to travel to class
- a student moves to a different location
- a student enrolment is cancelled for misbehaviour / breach of the **Item – 1 Code of Behaviour**.

Refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course, providing a supporting Medical Certificate is supplied to **Item – 1**.

Item – 1 will notify students of the outcome of the application for refund within 28 days of receipt of a completed and signed application for refund and applicable evidence.

Refunds will be paid within 28 days after receipt of *a written application for refund* unless stated otherwise in this policy.

Refunds will be paid directly to the person who entered into the contract with **Item – 1** unless we receive written direction to pay someone else from the applicant.

Refunds will be paid in Australia dollars (AUD).

EST: 1973
RTO CODE: 6251 CRICOS: 02747G

All bank fees/charges incurred in issuing the refund will be deducted from the refund amount.

Students are not permitted to transfer course fees to another student.

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

Students are obligated to pay outstanding course fees and understand AIS will not issue a Letter of Release if fees are owed for the current study period. For further details refer *Transfer between registered providers Policy*.

Visa Refusal Exception:

AIS policy is full refund of unused prepaid fees will be provided to students minus 5% or \$500 whichever is less and the \$200 enrolment fee for students who are unable to obtain a visa to enter Australia to undertake their study. Written evidence of the visa refusal from the relevant authority is required. Refunds for OSHC, equipment, books etc purchased from other agencies will need to be applied for directly with the supplier.

Minimum Refund Calculations As Per ESOS Legislation:

Under the legislation ESOS (Calculation of Refund) Specification 2014
<http://www.comlaw.gov.au/Details/F2014L00907> clear guidelines are provided on calculating refunds in the following circumstances.

Fee calculations will be rounded up to whole dollar amounts.

1. PROVIDER DEFAULT:

Method for working out amount of refund of tuition fees in event of provider default -

Refund amount = weekly tuition fee × weeks in default period

2. PROVIDER DOES NOT ENTER INTO A COMPLIANT STUDENT AGREEMENT

Refund amount = weekly tuition fee × weeks in default period

3. STUDENT DEFAULT

I. VISA REFUSAL:

The amount of a refund is unused prepaid fees minus 5% or \$500 whichever is less.

II. STUDENT DEFAULT 'OTHER'

(1) This section applies if:

- a. a registered provider is required to provide a refund because of a default by a student; and
- b. Section 8 (The provider is not registered to provide a course for a CRICOS student) and

- c. Section 9 (The provider has not been approved by a Designated Authority or the Secretary) of the ESOS Act, do not apply.

Refund amount = weekly tuition fee × weeks in default period

Note: This section would apply where a student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.

* **Course fees** for a course is the sum of:

- (a) the tuition fees received
- (b) the non-tuition fees (if any) received

In all other cases, refunds are at the discretion of the Chief Executive Officer, AIS and may be negotiated on an individual case-by-case basis.

Refund paid if Australasia International School Defaults:

A full refund of all unused pre-paid fees will be made if a CRICOS course is cancelled by AIS for any reason. In this instance a refund will be made in 14 days.

If the course does not start on the starting date as per the Written Agreement, students will be offered a full refund of all unused pre-paid fees by AIS or placed in an alternate course if acceptable to the student and agreed to by the student in writing and evidence kept on the student file.

Refunds due to provider default in this instance will be paid within 14 days.

Also Refer: ESOS (Calculation of Refund) Specification 2014

<http://www.comlaw.gov.au/Details/F2014L00907>

Tuition Protection Service:

If AIS is unable to provide a refund or place a student in a suitable alternate course our Tuition Protection Service (TPS) will offer students a suitable alternate place with another provider or refund the student the unused portion of the prepaid tuition fees.

The TPS Director may recover from the AIS as a debt, the amount equal to the amount paid for a student under the TPS. Refer: Tuition Protection Service <https://tps.gov.au/>;
<https://tps.gov.au/StaticContent/Get/Faqs>

Unclaimed Funds:

AIS will attempt to contact students who have not requested a refund within 4 weeks of leaving the AIS and keep such evidence on the student file.

Procedure

Students should not pay any course money until they have signed and lodged a formal written agreement/acceptance of offer. However, if students pay by direct payment into our bank account or another means e.g. mail prior to signing a formal written agreement, we cannot use the course money received. We will immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. AIS will keep such evidence on the student file.

Students requesting a refund must be given a *Refund application form*. If possible, students should also be given a copy of the *Refund policy* as per their signed *Formalisation of Enrolment (or their current signed Refund Policy)*. Students should also be given a copy of the *Complaints and Appeals Policy*.

Students are to be advised to make an appointment to discuss the situation with the VET Academic Manager where possible.

When students present with a completed refund application, receiving staff are to ensure it is complete. All evidence e.g. medical certificates must also be attached to the form.

Refund applications are given to the Finance Manager for processing/calculating the refund appropriate. The Finance Manager will consult with the Compliance manager, VET Academic Manager and PEO/CEO as necessary.

The VET Academic Manager or CEO may request an interview with the student.

Applications for refunds must be processed completely within 4 weeks from date of a completed application, except for visa refusal OR provider default, in which case students will be refunded in 14 days.

AIS refund policy as per the students enrolment contract applies unless a newer policy (signed and agreed by student) exists is to be followed.

Students are to be notified in writing of the outcome of their refund request within 4 weeks of receipt.

Unclaimed refunds are to be followed up by the Finance Manager within 4 weeks of student leaving and all evidence kept on file.

TIMELINES/REQUIREMENTS FOR PROVIDER AND STUDENT DEFAULT

- Refer Sections 46 & 47 of the ESOS Act 2000

PROVIDER DEFAULT:

Australasia International School must notify DET and the TPS Director within 3 business days if we default and notify students in writing.

Within 14 days either offer an alternate place at **Australasia International School's** expense (student must accept in writing) or refund the student's unused fees

Notify DET and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.

If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.

STUDENT DEFAULT:

The **Australasia International School** written agreement /acceptance of offer must include refund requirements in the case of student default.

Australasia International School must notify DET and TPS Director of student default only if the student's visa is refused or if there is no compliant Written Agreement in place. CBC then has 7 days after the end of the obligation period (35 days after the default occurs) to give notice via PRISMS of the outcome of the discharge of CBC obligations.

CBC does not report on student refunds where a compliant written agreement is in place and it is not a refund due to a visa refusal.

Australasia International School must refund in 4 weeks except for student visa refusal (2 weeks).

IF **Australasia International School** does not have a compliant written agreement, or if a student's visa is refused, refunds are calculated as per 47E(4) of the ESOS Act 2000 Refer http://www.comlaw.gov.au/Details/F2014L00907/Html/Text#_Toc382906411 Section 8

Refund amount = weekly tuition fee × weeks in default period

REPORTING ON PRISMS (STUDENT DEFAULT):

Providers must report changes to a student's enrolment as required by section 19 of the ESOS Act within 31 days.

EXCEPT IF:

The student is under 18 years of age and does not commence their course or terminates their studies; they **must be reported via PRISMS within 14 days**.

An abridged **Item - 1** refund policy is provided to all students prior to any payment being made and is contained in the *Letter of Offer - Terms and Conditions of Study and Enrolment form*.