



**OXFORD COLLEGE of BUSINESS
OXFORD COLLEGE
OXFORD ENGLISH LANGUAGE CENTRE**

Payments and Refunds Policy

Version 3a

1. Policy

Refunds for default by Ozford are covered by the provisions of the Education Services for Overseas Student Act 2000 and Education Services for Overseas Student Regulations 2001.

2. Definitions

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

“Ozford” means Ozford English Language Centre Pty Ltd trading as Ozford English Language Centre, Ozford College Pty Ltd trading as Ozford College, and/or Ozford Business College Pty Ltd trading as Ozford College of Business as the context requires pursuant to the student’s Application Form.

“principal course” means the student’s main course of study for which the student has confirmation of enrolment and is the highest qualification if that student is enrolled in a package program. In all other cases, “principal course” shall mean the student’s sole course of study.

“package program” means a package of courses comprising of more than one course all of which are offered by Ozford and in which the student is enrolled in accordance with Ozford’s enrolment requirements as notified to students by Ozford from time to time.

3. Terms of Payment

3.1 On acceptance by Ozford of the student’s Application Form, the full tuition fee for all courses, plus full Overseas Student Health Scheme Cover and optional services (airport reception and accommodation) must be paid by the due date notified by Ozford.

3.2 By submitting the Application Form, the applicant agrees to pay tuition fee and other charges for all courses according to Payment Schedule printed on Ozford

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Brochure or Ozford's official website; and acknowledges and agrees that the tuition fees and charges may alter from time to time.

- 3.3 A late payment fee of A\$50.00 per week is payable on accounts which remain unpaid for more than 30 days after the due date notified by Ozford.
- 3.4 Tuition fees are not transferable to another student.

4. Refund Policy

4.1 For the purposes of this clause, unless the context requires otherwise:

Agreed starting day means, unless otherwise defined in these Terms and Conditions, the day of scheduled course commencement, or a later day agreed between Ozford and the student such day being the commencement day in the offer letter or the student's confirmation of enrolment ("CoE").

Default by Ozford means those instances where:

- the course does not start on the agreed starting day; or
- the course ceases to be provided at any time after it starts but before it is completed; or
- the course is not provided in full to the student because a sanction has been imposed on Ozford under the Education Services for Overseas Students Act 2000;
- and the student has not withdrawn before the day of default.

Default by the student, unless otherwise defined in these Terms and Conditions, shall mean those instances where:

- the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course (either before or after the agreed starting day); or
- Ozford refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - the student failed to pay an amount he or she was liable to pay Ozford, directly or indirectly (including any course money collected by education agents on behalf of the registered provider), in order to undertake the course;
 - the student breached a condition of his or her student visa;
 - misbehaviour by the student.

Default day means the following:

- the day on which the course does not start or the day a student does not start the course (and has not previously withdrawn); or
- in the context of any other Default by Ozford as defined herein, the day on which the course ceased to be provided; or
- in the context of any other Default by the student as defined herein, the day on which the student withdraws from the course; or
- the day on which Ozford refuses to provide, or continue providing, the course to the student due to the student's failure to pay Ozford an amount he or she was liable to pay, the student breached a condition of his or her student visa and/or misbehaviour by the student.

4.2 Refunds

- (i) All cancellations of enrolment and applications for refunds must be made in writing and in accordance with Ozford's prescribed enrolment cancellation request form and submitted to the Accounts Manager by Registered Mail, Courier or personal delivery as practicable.
- (ii) Application and enrolment fees are non-refundable under any circumstances.

4.1 To the extent permitted by law, airport pick up, accommodation placement and any other service fees are non-refundable if cancellation of enrolment is:

- (iii) made less than 14 days prior to the course commencement date; or
- (iv) at any time on or after the course commencement date; or
- (v) where the service for such fees has already been provided to the student in whole or in part.

4.2 Ozford will only refund the Tuition Fees (as defined in sub-clause (d)(iii) herein) as set out below:

In the case of	Refund amount
Visa refused	Full refund
Cancellation of enrolment more than 10 weeks prior to the agreed starting day	20% of the Tuition Fee shall be retained by Ozford
Cancellation of enrolment between 4 to 10 weeks prior to the agreed starting day	30% of the Tuition Fee shall be retained by Ozford
Cancellation of enrolment less than 4 weeks prior to the agreed starting day	No refund
Cancellation of enrolment after the agreed starting day (including but not limited to cancellation of Visa or cancellation of Confirmation of Enrolment by Ozford for poor attendance or academic performance or under clause 9(n) or (o))	No refund

Where the student withdraws from a course or package program, the refunds in sub paragraph (c) above will be made within four weeks of the date of receipt by Ozford of the student's written notice advising of cancellation of enrolment. Any Commission paid to an agent in relation to the student's recruitment shall be deducted from the above refund.

5 Conditions

For the purposes of sub paragraph 4.2 above the following conditions apply:

- 5.1 The date for cancellation of enrolment is the date that Ozford receives the student's written application for cancellation of enrolment.
- 5.2 Where a student's Visa is refused the student must provide Ozford with Certified evidence that its application for a student Visa has been refused.
- 5.3 "Tuition Fee" means each of the following as applicable:-
- In the case of a student's enrolment relating only to Ozford College: the total amount of tuition fees payable for the first year of the course.

- In the case of a student's enrolment relating only to Ozford English Language Centre: the total amount of tuition fees payable for the entire course.
 - In the case of a student's enrolment relating only to Ozford College of Business and where the enrolment is for a course which has a duration of less than one year: the total amount of tuition fees payable for the entire course.
 - In the case of a student's enrolment relating only to Ozford College of Business and where the enrolment is for a course which has a duration of one year or more: the total amount of tuition fees payable for the first year of the course.
 - In the case of a student's enrolment relating to a package program (that is, more than one course and where the first course is with Ozford English Language Centre) and the duration of the second course is less than one year: the total amount of the tuition fees payable for the entire duration of the course with Ozford English Language Centre and the total amount of the tuition fees payable for the second course.
 - In the case of a student's enrolment relating to a package program (that is, more than one course and where the first course is with Ozford English Language Centre) and the duration of the second course is one year or more: the total amount of the tuition fees payable for the entire duration of the course with Ozford English Language Centre and the total amount of the tuition fees payable for the first year of the second course.
- 5.4 Where a student has enrolled in a package program then the agreed starting day is the commencement date of the first course in which the Student is enrolled.
- 5.5 In the event that a student has not paid his or her applicable tuition fee the amount Ozford may retain shall be a debt that is due and payable by the student together with any expenses, costs or disbursements incurred by Ozford in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.
- 5.6 Except where a student is enrolled in a package program with Ozford, if a Student
- a) is provisionally enrolled in a single course with Ozford on condition of achieving evidence of acceptable English language proficiency prior to commencement of that course; and
 - b) the student cannot achieve the proficiency level required by Ozford; and
 - c) the student cancels his or her enrolment not less than 4 weeks prior to commencement of the said course all Tuition Fees and charges corresponding to the course will be refunded less a charge of AUD \$300. In addition, if the Student was referred to Ozford by an agency, the sum paid to the agency will be non-refundable and deducted from the Tuition fees and charges to be refunded to the Student.
- 6 In the event that the student is in default and Ozford subsequently defaults (thereby placing both parties in default) Ozford shall be under no obligation to remedy its default until the student's default is remedied.
- 7 Subject always to clause 6, where Ozford is in default then Ozford shall refund the total of the Tuition Fees Ozford received in respect of the student (including any course money collected by education agents on behalf of the registered provider) prior to the default day, less the total of the prescribed amounts relating to expenses Ozford incurred for the student for the course prior to the default day, to the student within 14 days after the default day as

provided by the Education Services for Overseas Students Act 2000 and Education Services for Overseas Students Regulations 2001.

- 8 In the unlikely event that Ozford is unable to deliver the student's course in full, the student will be offered a refund of all the course money they have paid to date. The refund will be paid to them within 2 weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course by Ozford at no extra cost to them. They have the right to choose whether they would prefer a full refund of course fees, or to accept a place in another course. If they choose placement in another course, Ozford will ask them to sign a document to indicate that they accept the placement. If Ozford is unable to provide a refund or place them in an alternative course our Tuition Assurance Scheme (TAS) ACPET OSTAS will place them in a suitable alternative course at no extra cost to them. Finally, if ACPET OSTAS cannot place them in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place them in a suitable alternative course or, if this is not possible, they will be eligible for a refund as calculated by the Fund Manager.
- 9 The 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.
- 10 The Terms and Conditions do not circumscribe the student's right to pursue any other legal remedies.