

REFUND POLICY

Approving authority	Governing Board
Purpose	This policy sets out the conditions for student fee refunds.
Responsible Officer	Accounts Manager
Next scheduled review	June 2021
Document Location	http://www.oxford.edu.au/higher-education/policies-and-procedures/
Associated documents	Admissions Policy and Procedure Deferring, Suspending or Cancelling a student enrolment Policy and Procedure

1. PRINCIPLES

Oxford 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.

2. SCOPE

This policy covers all commencing and re-enrolling students and to students seeking to withdraw from a course or courses for which they have paid fees. It also applies to those students whose COE has been cancelled for courses which they have paid course fees.

This policy does not affect a 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, 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 his or her Student Application Form with the Institute.

Application for Refund Form means the Institute’s prescribed refund request form available at the Institute’s student services centre.

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

Commencement date means the initial date on which the “**Package program**” was scheduled to start, or a later date agreed between the Institute and the Student to be the Commencement date.

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

Course Withdrawal Form means the Institute’s prescribed course withdrawal form available at the Institute’s student services centre.

Default Date means:

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

- (c) the day on which the Institute refused to provide, or continue to provide, the course to a Student;
or
- (d) the day on which the Student withdraws from the course; or
- (e) the day on which a Student failed to commence/recommence a course of study;
- (f) the day on which the Institute 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 Letter means the offer letter from the Institute to the Student specifying the terms of the Student's enrolment offered by the Institute.

Commencement Date means the date on which the course was scheduled to start, or a later date agreed between the Institute and the Student to be the Commencement Date and does not refer to any Agreed Starting Date following a deferment period.

In the case of the Student is enrolled in a, **Package of courses** the Commencement Date means the date on which the first course was scheduled to start, or a later date agreed between the Institute and the Student 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 the Institute.

Package of courses means a sequence of one or more courses specified in the letter of offer from the Institute for which CoE(s) have been issued.

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.

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

Student's Acceptance 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's Application Form means the Institute's prescribed student application form as published on the Institute's website **Terms and Conditions** means these terms and conditions.

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 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.

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

the Institute means Ozford Institute of Higher Education Pty Ltd ACN 165 694 351 trading Ozford Institute of Higher Education. CRICOS Provider No: 03429B specified in the Student's Application Form.

the Institute Brochure means the brochure available on the Institute website.

4. POLICY

4.1. Default by the Institute

The Institute 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 the Institute 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 the Institute by TEQSA

The Institute will notify the Student in writing and notify the Secretary of DET and TPS Director (via PRISMS) of provider default within 3 business days.

The Institute will notify the Secretary of DET and TPS Director (via PRISMS) of the outcome of the default within 7 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);
- (b) the Student withdraws from the course (either before or after the agreed starting date); or
- (c) the Institute 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 to the Institute, including any third party fees, in order to undertake the course;
 - (ii) the Student breached a condition of his or her student visa; or
 - (iii) misbehaviour by the Student.

The Institute must notify the Secretary of DET and TPS Director (via PRISMS) of student default within 5 business days. The Institute must notify the Secretary of DET and TPS Director (via PRISMS) of the outcome of student default with 7 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 the Institute or a default by the Student, the Student may complete the Institute's prescribed enrolment cancellation and refund request form (**Cancellation and**

Refund Request Form) and lodge it with the Accounts Manager by registered mail, courier or personal delivery.

- (b) The Institute reserves the right to refuse any Cancellation and Refund Request Form lodged with the Accounts Manager more than 3 months after the Original Starting Date for a course and/or Package Program.
- (c) Students are entitled to a formal statement of attainment 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.
- (d) The date for cancellation of enrolment is the date that the Institute 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;
 - (iii) after the provision of the service for such fees has already been provided to the Student in whole or in part; or
 - (iv) in the case of a Student who has enrolled in a Package Program, after the provision of the service for such fees has already been provided to the Student in whole or in part in respect of the first course.

4.3 Refund due to student visa refusal

Within 4 weeks after receiving a written claim from the student in the event of a default by the Student, the Institute will pay to the Student the total of the course money the Institute 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 the Institute 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 Ozford, directly or indirectly, in order to undertake the course.

4.4 Refund due to a default by the Institute

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

- (a) the Institute 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 the Institute 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 Refund due to student visa refusal

- (a) Subject to clause 4.3, and on application, the Student will be paid 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 the Institute;
 - (ii) the Student provides the Institute 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.
- (b) The amount of a refund under clause 4.5 will be calculated in accordance with the following formula:

Tuition fee paid in advance less [Tuition Fees paid × (Number of weeks of tuition delivered / number of weeks for which Tuition Fees have been paid)] less \$500.
- (c) Subject to clause 4.9, a refund under clause 4.5 will be paid within 4 weeks after receiving a written claim from the student.
- (d) No refund of Tuition Fees, Application Fees, Third Party Fees or any other fees or charges will be given to a Student whose student visa extension application is refused.

4.6 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 4.5, no refund of Tuition Fees paid, including those Tuition Fees paid in advance, will be given to a Student.

- (a) The Institute 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 4.5, the Student defers its Original Starting Date;
 - (iv) subject to 4.2.2(iv), the Student enrolls in a Package Program.
- (b) For the avoidance of doubt, where a Student enrolls in a Package Program and the first course has commenced, the Student will not be entitled to a refund of the second course (or any other course that is the subject of the Package Program and which commences subsequent to the first course).

4.7 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.

4.8 Alternatives to Refund by the Institute

- (a) The Institute may arrange an alternative course:
 - (i) in the event that the Institute is in default, in accordance with the definition in clause 4.1, the Institute may arrange for the Student to be offered a place in an alternative course at no extra cost to the Student;

- (ii) the Institute will not be liable to provide the Student a refund if the Student accepts the offer in clause 4.8(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 4.8(a), the Tuition Protection Service (TPS) may arrange for the Student to be promptly offered a place in a suitable alternative course.;
 - (ii) the Institute will not be liable to provide the Student a refund if the Student accepts the offer in clause 4.8(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.

4.9 Monies to be retained by the Institute

- (a) 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.
- (b) In the event that the Student has not yet paid to the Institute his or her 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.
- (c) 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;
Oxford 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
Related legislation/ regulation/standard	HES Threshold Standards 2015, Presentation, Information and Information Management		