

INTERNATIONAL STUDENT FEE REFUND POLICY

Approving Authority	Governing Board
Purpose	This policy sets out the conditions for international student fee refunds.
Responsible Officer	President and CEO and the Accounts Manager
Next Scheduled Review	June 2031
Document Location	https://www.ozford.edu.au/policies-and-procedures/higher-education/
Associated Documents	Admissions Policy and Procedure Academic Progress Policy and Procedure Deferring, Suspending or Cancelling a student enrolment Policy and Procedure Records Management Policy and Procedure Student Code of Conduct Policy and Procedure Student Grievances and Appeals Policy and Procedure Transfer between Registered Providers Policy and Procedures Terms and Conditions of Enrolment (International Students) International Student Fee Refund Procedure

1. PRINCIPLES

This Ozford Institute of Higher Education (hereafter referred to as “the Institute”) policy sets out the circumstances that as student is entitled to a refund and the process a student must follow to apply for a refund.

2. SCOPE

This policy includes all staff and commencing and re-enrolling international students and to international students seeking to withdraw from a course or courses for which they have paid fees. It also applies to prospective international students whose Confirmation of Enrolment (CoE) has been cancelled for courses which they have paid course fees.

This policy does not affect an international student’s right to submit internal and external (to the Commonwealth Ombudsman) complaints and appeals.

3. DEFINITIONS

Agreed Starting Date means the date on which the course was scheduled to start (commencement date), 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 the application form with the Institute.

Application for Refund Form means the Institute's prescribed refund request form.

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

CoE means Confirmation of Enrolment generated from PRISMS.

Contact Details includes the student's current Australian and overseas residential and postal address, telephone number, email address and emergency contact details.

Course Withdrawal Form means the Institute's prescribed course withdrawal form.

Default Date means:

Provider Default

- the day on which the Institute did not commence delivery of a scheduled course; or
- the day on which the Institute ceased to provide a course.

Student Default

- the day on which the Institute refused to provide, or continue to provide, the course to a student due to the student either:
 - failing to make a payment;
 - breaching a visa condition such as maintaining satisfactory academic progress; or
 - severe misconduct as defined in the Student Code of Conduct Policy.
- the day on which the student withdraws from the course;
- the day on which a student failed to commence or recommence a course of study; or
- where the default arises from refusal of the student's visa application, the day on which the student fails to start the course on the agreed starting day, or withdraws from the course, as a result of the refusal.

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

Immigration Secretary means the Secretary of the Department administered by the immigration minister under the ESOS Act.

Offer Letter means the Letter of Offer from the Institute to the student specifying the terms of the student's enrolment offered by the Institute.

Overseas Student Health Cover means the health insurance cover that a student is required to obtain prior to the student commencing the student's enrolment with the Institute.

Package of courses means a package of courses of study comprising one or more of the Institute's courses, in which the student is enrolled.

Personal Information means the student's name, contact details, relevant medical conditions or disabilities and details of any breaches of a visa condition by the student.

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 of courses that include one or more Institute's courses, the student's principal course is the course within the package that has the highest qualification and for which the student has CoE. Where the student has enrolled in only one course, the principal course means the student's nominated course of study with the Institute.

PRISMS means Provider Registration and International Students Management System provided by the Australian Government.

Provider Default Under section 46A of the ESOS Act, the Institute defaults regarding an overseas student or intending overseas student and a course at a location if:

- Either of the following occurs:
 - I. the Institute fails to start providing the course to the student at the location on the agreed starting day;
 - II. the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- the student has not withdrawn before the default day.
- To avoid doubt, a registered provider defaults if the provider is prevented from providing a course at a location because a sanction has been imposed on the provider under Part 6 of the ESOS Act.

Satisfactory Academic Progress This occurs when a student passes 50% or more of the units in which the student has been enrolled in a study period as described in the *Academic Progress Policy and Procedure*.

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

Student's Acceptance Agreement (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 Default Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults regarding a course at a location if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn);
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the Institute refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:

- the student failed to pay an amount they were liable to pay the provider, directly or indirectly, to undertake the course;
- the student breached a condition of the student visa;
- misbehaviour by the student.

Terms and Conditions means the *Terms and Conditions of Enrolment (International Students)*.

The Institute means Ozford Institute of Higher Education Pty Ltd ACN 165 694 351 trading Ozford Institute of Higher Education. CRICOS Provider No: 03429B.

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 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 and Student Acceptance Agreement.

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

Transfer Policy means *Transfer between Registered Providers Policy and Procedure* to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.

Tuition Fee means the amount specified by the Institute in a Student's Letter of Offer and Student Acceptance Agreement as the tuition fee.

Unused Tuition Fees is the amount calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 sections 6 to 8 at <https://www.legislation.gov.au/F2024L01231/latest/text>.

4. POLICY

FEES

- 4.1 The Institute may impose fees for admission, enrolment, tuition, examination, use of facilities, other goods and services provided in conjunction with a course or program and as penalties. Fees may vary for different categories of students, units of study and different administrative arrangements for payment may apply.
- 4.2 The Institute reserves the right to increase tuition and non-tuition fees on an annual basis. Should the Institute decide to increase its fees, students will be notified at least one trimester in advance, and any increase will take effect on 1 January of the following year.
- 4.3 Tuition fees are payable in advance for each trimester. Student enrolment will not be regarded as having been completed until such fees have been paid.
- 4.4 The Institute will enter into the written agreement, i.e. the Letter of Offer and the Student Acceptance Agreement, with the student, concurrently or prior to accepting a payment from the student.
- 4.5 Tuition fees and all other fees for the student's courses of study will be set out in the payment schedule described in the written agreement, i.e. the Letter of Offer and the Student Acceptance Agreement. The Student Acceptance Agreement will contain information regarding refunds of fees. The Institute issues

- invoices to students for Tuition and Non-Tuition fees based on the written agreement's payment schedule.
- 4.6 If Tuition fees or any Non-Tuition fees remain unpaid after the due date specified in the Institute invoices, a late payment fee will be payable by the student.
- 4.7 Tuition fees are non-transferable.
- 4.8 Students repeating a unit must pay the full fee regardless of unit requirements previously completed. An additional Tuition fee(s) will be incurred if the student wishes to re-enrol in failed unit(s) or competency unit(s).
- 4.9 Where a student has not paid all Tuition and Non-Tuition fees by the due date, the Institute may:
- prevent the student from sitting for any examination; or
 - de-register the student such that all Institute privileges may be withdrawn (including admission to classes; or
 - withhold any results obtained by the student.
- 4.10 The statement of results or testamur will not be issued to the student until all Tuition and Non-Tuition fees have been paid in full.
- 4.11 Under the ESOS legislation, the Institute must not receive more than 50% of the total tuition fees for a program before the student has begun the program, unless:
- the student, or person making payment on their behalf, chooses to do so.
 - the program has a duration of 25 weeks or less.

REFUNDS

- 4.12 Refunds of tuition fees in part or in full may be possible in cases of either Provider Default or Student Default.
- 4.13 Refund amounts are set at amounts to recover the Institute's costs involved in the Admissions process and the costs involved in planning for academic delivery each trimester including commitment to staffing and teaching resources. The international student recruitment period is lengthy, and the refund amounts reflect the sunk costs and do not in any way provide "windfall" gains.

Default by the Institute (Provider Default)

- 4.14 If, for any reason, the Institute is unable to deliver the course on the specified starting date (Provider Default), the Institute will notify the student in writing and notify the-ESOS agency (TEQSA) and the TPS Director (via PRISMS) of Provider Default within three (3) business days in accordance to the ESOS Act.
- 4.15 The Institute will provide notice to the ESOS agency and the TPS (via PRISMS) of the outcome of the default within seven (7) days after the end of the provider obligation period (i.e. fourteen (14) days after the default day).

- 4.16 The notice must comply with the requirements of the ESOS Act, i.e. as required by PRISMS and include the following:
- whether the Institute discharged its obligations to the students in accordance with section 46D of the ESOS Act;
 - if the Institute arranged an alternative course:
 - details of the students the Institute arranged alternative courses for;
 - details of the courses arranged; and
 - evidence of each student's acceptance of an offer of a place in an alternative course.
 - if the Institute provided refunds:
 - details of the students the Institute provided refunds to; and
 - details of the amounts of the refunds provided.

Default by the Student (Student default)

- 4.17 If there is student default, the Institute will notify the ESOS agency and TPS Director (via PRISMS) of the student default. In cases of refunds for visa refusal or in the unlikely event of a valid written agreement not being in place, the Institute will notify the ESOS agency (TEQSA) and the TPS Director seven (7) days after the end of the obligation period (i.e. four (4) weeks after the default date).

Situations for a Full Refund of Tuition Fees

- 4.18 If the application for a student visa is unsuccessful: A full refund of course fees received by the Institute from the student before the day of the student default minus the lesser of 5% of the course fees or AUD500 will be made within four (4) weeks of the day of the student default. A request for refund in writing and proof of visa refusal from the Australian Government should be sent to the Institute to confirm that there has been visa refusal.
- 4.19 If, for any reason, the Institute is unable to start delivery of the course on the specified starting date (provider default), a full refund of tuition fees paid in advance will be made within fourteen (14) days of the day of the Provider Default.

Situations for a Partial Refund of Tuition Fees

- 4.20 If, for any reason, the Institute ceases to deliver the course before it is completed (Provider Default), a refund of unspent tuition fees will be made within fourteen (14) days of the day of the provider default in accordance with the refund requirements of the ESOS Act 2000 and the Education Services for Overseas Students (Calculation of Refund) Instrument 2024.
- 4.21 If the student's visa expires while studying the course or the student is unable to complete the course because the relevant extension of visa is not granted, the unused tuition fees received will be refunded.

The calculation of “unused fees” is in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 at <https://www.legislation.gov.au/F2024L01231/asmade/text>

- 4.22 There will be a partial refund if fees have been paid in advance and the student withdraws before the Commencement Date. A partial refund is provided for a student who withdraws from the course before the agreed start day, based on the timing of their withdrawal, with the refund paid within four (4) weeks of the Institute receiving the student’s written claim (Application for Refund Form):
- Less than 4 weeks before commencement: 10% refund of prepaid Tuition Fees
 - Between 4 – 12 weeks before commencement: 20% refund of prepaid Tuition Fees
 - More than 12 weeks before commencement: 50% refund of prepaid Tuition Fee
- 4.23 If the student is provisionally enrolled in a package of courses that is subject to providing evidence of the required English language proficiency and the student fails to provide such evidence prior to commencement of the main course, a proportional refund of prepaid Tuition Fees for future courses, consistent with the partial refund amounts set out in this section will be issued.

Situations for No Refund of Tuition Fees

- 4.24 If the student withdraws on or after the commencement date of the course enrolled, there will be no refund of any fees paid in advance for this course.
- 4.25 If a student’s visa is cancelled due to student’s breach of visa conditions for academic progress; or breach of the Institute’s policies and procedures in the course enrolled, there will be no refund of any fees paid in advance for this course.
- 4.26 If the student is granted a deferment or temporary suspension of studies after the commencement of the course and does not return or recommence on the agreed date without the approval of the Institute, 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 this course.
- 4.27 If the student does not return to study after a proclaimed holiday or break from studies on the agreed date without the approval of the Institute, 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 this course.

Alternative to Refund of Fees

- 4.28 If, for any reason, the Institute fails to start delivery of the course on the agreed starting date or ceases to deliver the course before it is completed (provider default), instead of supplying a refund, the Institute may arrange for the student to be offered a place in an alternative course that is acceptable to the student at no additional expense. The Institute’s obligations are discharged in this way only if the student accepts the offered place in writing; otherwise, a refund must be provided within the 14-day provider obligation period.
- 4.29 If the Institute fails to place the student in an alternative course or refund any unused tuition fees, the student may be assisted by the TPS. Further information can be found at <https://tps.gov.au>.

Non-Tuition Fees

- 4.30 Generally, the Application fees are non-refundable, except where the ESOS Act requires a refund (a refund on visa refusal under section 47E is calculated on all course fees received, including non-tuition fees, less the lesser of 5% of the course fees received or AUD500).
- 4.31 To the fullest extent permitted by law, airport pick-up fees and all other service fees are non-refundable when the refund request form is lodged:
- less than fourteen (14) days prior to the agreed starting date;
 - on or after the agreed starting date; and/or
 - after the provision of the service for such fees has already been provided to the student in whole or in part.

Monies to be Retained by the Institute

- 4.32 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. This clause does not apply to refunds payable under section 46D (provider default) or section 47E (including visa refusal) of the ESOS Act, which are calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 with no further deduction.
- 4.33 In the event that the student has not yet paid to the Institute the student's 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.
- 4.34 The terms of this ***International Student Fee Refund Policy and Procedure*** do not alter the student's right to pursue any other legal action.

Complaints and Appeals

- 4.35 If the student is dissatisfied with the outcome of the application, the student can lodge a formal complaint by accessing the ***Student Grievances and Appeal Policy and Procedure***.

Promotion of this Policy

- 4.36 The Institute will ensure that this ***International Student Fee Refund Policy*** and the ***International Student Fee Refund Procedure*** are made accessible on the Institute's website.

Records of refunds

- 4.37 Records of refunds will be maintained as set out in the ***Records Management Policy and Procedure***.

5. QUALITY ASSURANCE

To ensure that policy is fit for purpose and meet the requirements of the TEQSA Compliance Frameworks the policy will be;

- internally endorsed by the Executive Management Team on development or review, prior to approval by Governing Board or other delegated authority;
- externally reviewed as part of any independent review of the TEQSA Compliance Frameworks approved by the Governing Board;
- internally reviewed by the Responsible Officer every five years from the date of approval (if not earlier); and
- referenced to the applicable TEQSA Compliance Frameworks requirement(s) and/or other legislation/regulation.

6. FEEDBACK

Feedback or comments on this policy is welcomed by the listed responsible officer(s) of the Institute.

7. ACKNOWLEDGEMENT

This policy was developed with reference to the following:

- Commonwealth Ombudsman, Issues paper: Improving fairness in written agreements between international students and Australian education providers, 2022, (https://www.ombudsman.gov.au/__data/assets/pdf_file/0022/117157/Issues-paper-Improving-fairness-in-written-agreements-between-international-students-and-Australian-education-providers-A2287202.pdf)
- University of Queensland, Student Refunds Procedure, 2025 (<https://policies.uq.edu.au/document/view-current.php?id=226>) Federation University, Higher Education International Student Refund Procedure, 2025 ([Higher Education International Student Refund Procedure \(federation.edu.au\)](https://policies.federation.edu.au/document/view-current.php?id=118))
- RMIT, Refund of Fees Procedure, 2025 (<https://policies.rmit.edu.au/document/view.php?id=118>)
- Southern Cross University, Refunds and Remission Procedure, 2022 ([Refunds and Remissions Procedure / Document / Policy Library \(scu.edu.au\)](https://policies.scu.edu.au/document/view-current.php?id=118))
- University of Southern Queensland, Refund of Student Fees Policy and Procedure, 2026 ([Refund of Student Fees Policy and Procedure - University of Southern Queensland \(usq.edu.au\)](https://policies.usq.edu.au/document/view-current.php?id=118))

8. VERSION CONTROL

Version	Date Approved	Description	Approved By
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3.0	January 2014	Initial issue	GB
4.0	June 2018	Internal review	GB
5.0	June 2021	Internal review	GB
6.0	March 2023	Internal review	GB
6.1	September 2023	Minor edits and benchmarking	EMT
6.2	February 2026	Review to remove under 18 student obligations after change in policy	EMT
7.0	June 2026	Internal and External QA compliance review (ESOS Act, Calculation of Refund Instrument 2024, National Code 2018)	GB
Related legislation/ regulation/ standard	<p>Education Services for Overseas Students Act (ESOS) 2000</p> <p>Education Services for Overseas Students Regulations 2019</p> <p>Education Services for Overseas Students (Calculation of Refund) Instrument 2024</p> <p>The National Code of Practice for Providers of Education and Training to Overseas Students 2018</p> <p>Higher Education Standards Framework (Threshold Standards) 2021</p> <p>Competition and Consumer Act 2010 (Australian Consumer Law)</p> <p>Australian Consumer Law and Fair Trading Act 2012</p>		

Note:

GB = Governing Board

EMT = Executive Management team