

# Refund Policy and Procedure v1.3

Oban College Pty Ltd t/a Oban College

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## Purpose

The purpose of this policy is to ensure Oban College students are managed responsibly and in accordance with the requirements of the ESOS Framework including the ESOS Act 2000 and Standard 3 of the National Code 2018.

This policy specifies the manner in which Oban College will evaluate and provide refunds to students on the basis of legislative requirements and/or Oban College processes.

## Scope

The scope of this policy includes all overseas students studying qualifications offered by Oban College.

## Refund Policy

This refund policy is provided in full to all students prior to any payment being made and is contained in full in the Written Agreement / Student Contract.

This Refund Policy applies to all fees paid to the college (as specified in this policy) and includes any money paid to an education agent to be remitted to the college on behalf of the student. However, **Education Agents are not authorised to collect money on behalf of the college. All fees should be paid directly to New England Institute of Technology Pty Ltd t/a Oban College.**

**Any additional fees requested by an agent should firstly be queried directly with the College before payment.**

Fees for additional services (not covered by the Letter of Offer or part of the Written Agreement with Oban College) conducted by and paid to education agents by students are not covered by this refund policy.

### Tuition fees:

Tuition fees are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and includes, but is not limited, to items such as:

- tutorials and tutoring sessions
- lectures

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- additional requisite training including practicums and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

**Non-tuition fees:**

Non-tuition fees cover other items not directly related to tuition and may be compulsory or discretionary.

Oban College does not require the student to pay more than 50 per cent of tuition fees before a course starts, unless it is for a short course of 25 weeks or less. However, Oban College can accept more than 50 per cent of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.

Oban College can request any remaining fees as per the payment plan set out in the written agreement with the student. A Fee Schedule of additional fees that may be payable during your enrolment are included in your Written Agreement and available on the Oban College website.

It is the policy of Oban College to ensure that all applications for refund of fees are considered and calculations of refunds are kept on student files.

An application for refund of course fees must be made in writing on the *Application for Refund Form* to Oban College stating detailed reasons for the request. Any relevant evidence should also be attached for consideration.

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 provided that supporting documentation, including a medical certificate, is supplied to the college.

The College will notify students of the outcome of the application for refund within 20 working days of receipt of a completed and signed application for refund and applicable evidence.

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

## Refund Table

TYPE OF REFUND	CALCULATION OF REFUND
<b>STUDENT DEFAULT</b> <b>Unsuccessful Visa application PRIOR TO COMMENCEMENT</b> <b>Refer:</b> <a href="http://www.comlaw.gov.au/Details/F2014L00907">http://www.comlaw.gov.au/Details/F2014L00907</a> <b>for further clarification</b>	100% refund of <i>all unused prepaid Course fees</i> (Tuition and Non-Tuition) less administration fee Provider cannot keep more than \$500 OR 5% of course fees paid whichever is the lessor amount.
<b>**Visa refused after course has commenced</b> <b>Non-Tuition fees are not required to be refunded by the college.</b> <b>Application for refunds should be requested directly with the service provider.</b>	Refund amount = weekly tuition fee × weeks in default period
<b>Cancellation of enrolment more than 20 days prior to commencement date.</b>	Non-tuition fees are not required to be refunded 85% refund of tuition Fees paid
<b>Cancellation of enrolment less than 20 days prior to commencement date.</b>	Non-Tuition fees are not required to be refunded 50% refund of tuition fees paid
<b>Cancellation of enrolment after commencement date</b> <i>except if visa is refused see above**.</i>	No refund
<b>Visa cancelled due to actions of student e.g. Breach of the Code of Behaviour; fraudulent documents; false statements/information</b>	No refund
<b>PROVIDER DEFAULT:</b> <b>Refunds must be paid in 14 days</b> <b>Course cancelled by the College</b>	Full refund of unused tuition fees and refund of administration fee.
<b>Provider has not entered into a compliant written agreement with the student.</b>	Refund amount = weekly tuition fee × weeks in default period

If approved, refunds will be paid within 20 working 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 the College unless we receive signed written direction to pay someone else, from the applicant.

Refunds will be paid in Australia dollars.

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.

Students are obligated to pay outstanding course fees and understand the College will not issue a release if fees are owed for the current study period. For further details refer to the Oban College Transfer Policy.

## Visa Refusal Prior To Commencement Of Study

Oban College policy is a full refund of unused course prepaid fees will be provided to students minus an administration fee.

In this instance, as per the ESOS Act legislation, no more may be deducted from the refund than:

*5% of the amount of course fees received by the provider before the default day or \$500 whichever is the lesser amount.*

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.

## Refund Calculations

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ESOS (CALCULATION OF REFUND) SPECIFICATION 2014 LEGISLATION:

The refund specification legislation sets out the minimum refunds that must be paid by a registered provider under certain circumstances.

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.

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### Important information:

- Fee calculations will be rounded up to whole dollar amounts.
- When counting the number of calendar days from the default day to the end of the period to which payment relates, the default day is not included in the count.
- Depending on the refund type, refunds may be calculated using course fees (tuition + non tuition fees) or tuition fees only. For further information see the detail set out in this policy.

## 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*

New calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

- a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.

- b) Weeks in default period = 
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

- c) Refund amount = weekly tuition fee × weeks in default period

## Student Default - Visa Refusal Prior To The Commencement Of The Course

In this instance, no more may be deducted from the refund of course fees\* (Tuition and Non-Tuition) than:

5% of the amount of course fees\* received by the provider before the default day or \$500 - whichever is the lessor amount.

- (2) For subsection 47E(2) of the Act, the amount of a refund is the amount of the course fees, minus the lesser of the following amounts:
- (a) 5% of the amount of course fees received by the provider in respect of the student before the default day,
  - (b) \$500.
- (3) For subsection (2), the **course fees** for a course is the sum of:
- (a) the tuition fees received by the provider in respect of the student; and
  - (b) the non-tuition fees (if any) received by the provider in respect of the student.

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

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

## Student Defaults After Study Commences

This section applies where a student whose visa has been refused has withdrawn from the course after it commenced, or the student has failed to pay an amount they were liable to pay the provider in order to undertake the course *and* the student has a compliant written agreement.

In this instance refunds are calculated on tuition fees only. The provider is not required to refund non-tuition fees paid.

Refund calculation under section 10 of the refund specification:

- a) Weekly tuition fee = (total tuition fee / number of calendar days in the course) × 7
- b) Weeks in default period = 
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$
- c) Weekly tuition fee × weeks in default period = Refund amount

### 10 Method for working out amount of refund in event of other student default

- (1) This section applies if
- (a) a registered provider is required to provide a refund under section 47E of the Act because of a default by a student, and
  - (b) section 8 and section 9 do not apply.

*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.

- (2) For subsection 47E(2) of the Act, the amount of a refund is calculated as follows:

refund amount = weekly tuition fee × weeks in default period

Refunds are at the discretion of the Chief Executive Officer and may be negotiated on an individual case-by-case basis if exceptional circumstances apply as deemed by the CEO.

### Oban College 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 due to a breach of the Code of Conduct

## Provider Default

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### Course cancelled:

A full refund of all unused tuition fees will be made if a CRICOS course is cancelled by Oban College for any reason. In this instance a refund will be made in 14 days.

The student may also be refunded the administration fee in this situation only.

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**Course does not commence on time:**

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 course fees by the College 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.

## Tuition Protection Service

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If the College 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 college 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

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

## Refund Procedure

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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, Oban College cannot use the course money received. Oban College 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. Oban College will keep such evidence on the student file.

Students requesting a refund must complete a *Refund application form*. All evidence eg medical certificates must also be attached to the form.

Students are advised to make an appointment to discuss the situation with the Campus Manager where possible.

Refund applications are given to the Campus Manager for processing/calculating the refund appropriately. The Campus Manager will consult with the CEO as necessary.

The Campus Manager may request an interview with the student.

Applications for refunds will be processed completely within 4 weeks from the date of a completed application, except for visa refusal prior to commencement OR provider default, in which case refunds will be processed in 2 weeks.

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Oban College refund policy as per the student's enrolment contract applies unless a newer policy (signed, dated and agreed by student) exists, then, it is to be followed.

Students are notified in writing of the outcome of their refund request within 4 weeks of receipt or 2 weeks if a visa refusal prior to commencement or provider default.

## Refund Timeline Requirements

TIMELINES/REQUIREMENTS FOR PROVIDER AND STUDENT DEFAULT
Refer Sections 46 & 47 of the ESOS Act 2000
<b><u>PROVIDER DEFAULT:</u></b>
<i>Oban College must notify DET and the TPS Director within 3 business days if we default and notify students in writing.</i>
<i>Within 14 days either offer an alternate place at Oban College's expense (student must accept in writing) or refund the student's unused fees</i>
<i>Notify DET and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.</i>
<i>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.</i>
<i>The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.</i>
<b><u>STUDENT DEFAULT:</u></b>
<i>The Oban College written agreement /acceptance of offer must include refund requirements in the case of student default.</i>
<i>Oban College must notify DET and the TPS Director of student default only if the student's visa is refused or if there is no compliant Written Agreement in place. Oban College 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 the college's obligations.</i>
<i>Oban College 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.</i>
<i>Oban College must refund in 4 weeks except for student visa refusal or provider default (2 weeks).</i>
<i>IF Oban College does not have a compliant written agreement, or if a student's visa is refused after commencement, refunds are calculated as per ESOS (Calculation of Refund) Specification 2014 <a href="http://www.comlaw.gov.au/Details/F2014L00907">http://www.comlaw.gov.au/Details/F2014L00907</a></i>
<b><u>REPORTING ON PRISMS (STUDENT DEFAULT):</u></b>
<i>The College 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 <b>must be reported via PRISMS within 14 days.</b></i>

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Oban College will retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Students are responsible for keeping a copy of the written agreement as supplied by the College and receipts of any payments of tuition or non-tuition fees.

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

For further information regarding the calculation of refunds refer to the ESOS (Calculation of Refund) Specification 2014 <http://www.comlaw.gov.au/Details/F2014L00907>

## Refund Factsheet

[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)

A full copy of the Oban College Refund Policy and Procedure, including the necessary forms, is available on the website and provided in the Written Agreement/Student Contract.

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