

P-011 Refund Policy and Procedure

Policy Title	P-011 Refund Policy and Procedure				
Policy Number	P-011	Version Number	V4.1	Status	ENDORSED
Owner	Finance Department CEO		Approved By	CEO	
Related legislation/applicable section of legislation:					
ESOS/NCP	• Education Services for Overseas Students Act 2000 • National Code of Practice for Providers of Education and Training to Overseas Students 2018				
Standards for RTOs 2025	Outcome Standard 2.1 (Quality Area 2: VET Student Support) and the associated Compliance Requirements https://www.asqa.gov.au/rto/2025-standards-rto				
Legislative Context	• National Vocational Education and Training Regulator Act 2011 (Cth) • Standards for Registered Training Organisations 2025 (Outcome Standards, Compliance Requirements and Credential Policy), in effect from 1 July 2025 • Education and Training Reform Act 2006 (Victoria) • The Education Services for Overseas Students (TPS Levies) Act 2012 • The Australian Consumer Law 2011 • Privacy Act 1988 (Cth) • Victorian Guidelines for VET Providers (Victoria) • External Appeal process Overseas Students Ombudsman at Website: http://www.oso.gov.au				

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1. PURPOSE

The purpose of this policy is to ensure that Tr4inright adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give TR4INRIGHT sufficient notice, while at the same time protecting TR4INRIGHT from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe. The purpose of this policy is to set out the circumstances under which students may claim a refund and the associated procedures for handling refunds.

2. SCOPE

This policy and procedure apply to all the fees received from international students enrolled by Tr4inright as well as fees received from all the prospective students who pay an advance fee when applying for a place at Tr4inright.

3. DEFINITIONS

- **Written agreement:** In accordance with section 47B of the ESOS Act 2000, a registered provider must enter into a written agreement with each overseas student or intending overseas student that:
 - sets out the refund requirements that apply if the student defaults in relation to a course at a location; and
 - meets the requirements (if any) set out in the national code.
- **Course:** A program of study leading to a qualification or an award. A course may comprise of units, clusters or modules.
- **Fees:** A total of tuition, materials, application, and any other fees associated with the course of study, that are payable by the student.
- **Tuition Fee:** Covers the cost of providing the course of study and use of resources at Tr4inright. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including enrolment/application fee, home stay booking fee, airport pick-up fee and costs related to equipment or training material purchases.
- **Materials Fee:** Covers the cost of learning materials and resources provided by Institute.
- **Pre-paid Tuition Fees:** Tuition fees paid in advance prior to commencement of the course or a study period.
- **International Students:** All those students who are either on a student visa or a temporary visa that allows them to undertake formal studies in Australia.
- **Principal Course of Study:** Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study.
- **Study Period:** A discrete period of study up to a maximum of 10 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester

breaks

- **TPS:** Tuition Protection Scheme (enacted on 20th of March 2012 replacing Tuition Assurance Scheme and ESOS Assurance Fund).
- **Unused tuition fees:** Tuition fees paid by a student to the Institute and that are repayable to the student in any of the circumstances set out in this Agreement.
- **Provider Default:** In accordance with Section 46 A of the ESOS Act, a provider defaults in relation to an overseas student or intending overseas student and a course at a location if either of the following occurs:
 - the provider fails to start to provide the course to the student at the location on the agreed starting day;
 - 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.
 - In addition, 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.
- **Student default:** In accordance with Section 47 A of the ESOS Act 2000 an overseas student or intending overseas student defaults, in relation to 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); or
 - the student withdraws from the course at the location (either before or after the agreed starting day); or
 - the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - (i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
 - (ii) the student breached a condition of his or her student visa;
 - (iii) misbehavior by the student.
- **Provider Obligation period:** The period within which Tr4inright must discharge its refund obligation. For a student default to which section 47D of the ESOS Act applies, the provider obligation period is 4 weeks after Tr4inright receives a written claim from the student. For a student default to which section 47E applies, including a student visa refusal, the provider obligation period is 4 weeks after the default day. For a provider default, the provider obligation period is 14 days after the default day.

4. POLICY

Refunds: The calculation of refunds for student default is governed by sections 47D and 47E of the ESOS Act 2000 and the associated legislative instrument, the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, which commenced on 1 October 2024.

Tr4inright will process all refund applications in accordance with this Refund Policy and Procedure.

Application fees, material fees and other non-tuition fees are not refundable once paid, except in the following circumstances:

- (a) Tr4inright defaults under section 46A of the ESOS Act 2000. In that case all fees paid by or on behalf of the student, tuition and non-tuition, are refunded in accordance with this section 4.
- (b) The student's student visa application is refused and the refusal causes the student not to start the course. In that case the total amount Tr4inright may retain is capped at the lesser of 5% of the course fees received (being tuition fees plus non-tuition fees) or \$500, and the balance of all fees paid is refunded.
- (c) Tr4inright is otherwise required to refund the fee by the ESOS Act 2000, the National Code of Practice 2018, the Australian Consumer Law, or a decision made under the Student Complaints and Appeals Policy and Procedure.

Where a non-tuition fee has been collected for a service or item that has not been provided to the student, that fee is refunded in full.

According to ESOS Act:

Meaning of weekly tuition fee (Education Services for Overseas Students (Calculation of Refund) Instrument 2024):

$$\text{weekly tuition fee} = \frac{\text{total tuition fees for the course}}{\text{number of calendar days in the course}} \times 7$$

Tuition fees paid will be refunded in full in case of a provider default including the following:

- The course does not start on the agreed starting date which is notified in the Letter of Offer;
- The course stops being provided after it starts and before it is completed;
- The course is not provided fully to the student because the College has a sanction imposed by a government regulator; or
- An offer of a place is withdrawn by Tr4inright, and incorrect or incomplete information has been provided to the student

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

For the purposes of subsection 46D (6) of the Act, the amount of a refund of tuition fees received by a registered provider in respect of a student is calculated as follows:

$$\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

Explanation of Provider Default and the role of Tuition Protection Services (TPS)

If Tr4inright cannot deliver the course a student has paid for, this is called "provider default." This could happen if the institute closes or cannot run the course as planned. In such cases:

- **Refunds:** Students are entitled to a refund of the fees they have paid. If the course hasn't started, a full refund will be given. If the course has started but isn't completed, a refund will be calculated based on the portion of the course not delivered (pro-rata).
- **Tuition Protection Service (TPS):** The TPS is a government initiative that helps students if their provider cannot deliver a course. If Tr4inright defaults, the TPS will assist affected students by Helping them find an alternative course with another provider OR providing a refund for any unused tuition fees if an alternative course cannot be found. The TPS ensures that students are not left without options or financial recourse.

Tr4inright will provide a refund if it has not entered into a written agreement with the student that meets the requirements of section 47B of the ESOS Act 2000

- **Method for working out amount of refund if provider does not enter into compliant student default agreement**

The amount of a refund is calculated as follows:

$$\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

Unspent fees (fees in advance) will be refunded in certain circumstances outlined in the fees and refund policy including where the course ceases to be provided, or a sanction has been imposed on the provider at any time after it commences but before it is completed;

- **Method for working out the amount of *Unspent fees***

(Total tuition fee/No. of Academic weeks) x weeks in default period (no. of remaining paid academic weeks)

A refund may also be issued in compassionate and compelling circumstances (supporting documents/evidence must be provided where possible) at any time where;

- Illness or disability prevents a student from taking up the course;
- There is a serious health issue/death of a close family member of the student; or
- Other special or extenuating circumstances preventing a student from taking up or continuing the course including political, civil or natural events, and personal well-being
- will be considered on a case-to-case basis on review of the supporting evidence at the discretion of the CEO.

Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the student does not start the course on the agreed starting day (and has not previously withdrawn); or
- the student withdraws from the course (either before or after the agreed starting day); or

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- the provider refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - (i) the student failed to pay an amount they were liable to pay the provider to undertake the course; (section 47D)
 - (ii) the student breached a condition of their student visa; (section 47D)
 - (iii) misbehavior by the student (section 47D)
 - (iv) If the student was refused a student visa and the refusal caused the student to withdraw from the course at that location or fail to pay an amount that they were liable to pay the provider to undertake the course.
 - (v) If the student was refused a student visa and the refusal caused the student to **fail to start the course** at the location on the agreed day.

Following a student default, a provider is required to provide a refund to the defaulted student in accordance with either section 47D or section 47E of the ESOS Act. For more information please access:

<https://www.legislation.gov.au/C2004A00757/latest/versions>

<https://www.education.gov.au/download/18608/student-default-obligations-fact-sheet/39176/document/pdf>

Other applicable rules are:

FEE REFUND CONDITIONS	TUITION FEE REFUNDABLE
If the student was refused a student visa and the refusal caused the student to <u>withdraw from the course</u> at that location or fail to pay an amount that they were liable to pay the provider to undertake the course. A visa refusal Letter is mandatory.	The amount of a refund is calculated as follows: $\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$
If the student was refused a student visa and the refusal caused the student to <u>fail to start the course</u> at the location on the agreed day. A visa refusal Letter is mandatory.	The lesser amount of: (a) 5% of the amount of course fees received by the provider in respect of the student before the default day; or (b) \$500 *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.
Where a student formally withdraws from the course and the application for withdrawal is accepted	The refund payable to the student depends on when written notice of withdrawal is received by Tr4inright: (i) More than 28 days before the agreed course commencement date: a full refund of tuition fees paid, less the lesser of 5% of the course fees received or \$500. (ii) 28 days or less before, and up to and including, the agreed course commencement date: a refund

	of 75% of the tuition fees for the first study period, plus 100% of any tuition fees prepaid for later study periods. (iii) After commencement and within the first 4 weeks of the current study period: a refund of 50% of the tuition fees for that study period, plus 100% of any tuition fees prepaid for later study periods. (iv) After the first 4 weeks of the current study period: no refund of tuition fees for that study period; 100% of any tuition fees prepaid for later study periods is refunded. Weeks are counted from the agreed commencement date of the current study period. The date of withdrawal is the date Tr4inright receives the student's written notice of withdrawal or completed Refund Request Form, whichever is earlier.
A Student whose visa is cancelled by DHA during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa);	The student shall not be eligible for a refund
A student who supplies incorrect or fraudulent information or document to obtain a place at TR4INRIGHT;	The student shall not be eligible for a refund
Enrolment is terminated due to the student failing to pay an amount they were liable to pay the provider to undertake the course;	The student shall not be eligible for a refund
Enrolment is terminated due to the student breaching a condition of their student visa	The student shall not be eligible for a refund
Enrolment is terminated due to misbehavior by the student	The student shall not be eligible for a refund
When the student commences the course;	No Material Fee will be refunded unless the student fails to start the course due to the refusal of a visa application.
Refund of OSHC	Students will be required to apply to OSHC provider directly for reimbursement of the amount paid.
Refund for equipment	No refund will be provided for equipment such as uniforms and chef's kit once received by the student.

5. REFUND REQUEST PROCEDURE

Submission: A refund request must be made using the Refund Request Form available from Tr4inright website and include supporting documents such as:

- 1.1 New letter of offer (if applicable)
- 1.2 Evidence of changes to visa conditions
- 1.3 Plane tickets (if applicable)

1.4 Medical certificates

1.5 Evidence of compassionate grounds

Where it is not possible for a student to be present in person (e.g. students residing overseas or international students) to claim a refund, the student must send a scanned copy of their signed form to the receivables officer by email.

Review: Refund applications are reviewed by the Finance Department within ten (10) working days of receiving the refund request and are approved by the Chief Executive Officer and/or delegate. Internal review and approval are completed inside the provider obligation period and do not extend it. Where supporting documents are outstanding, Tr4inright will request them promptly and in writing; a delay in receiving them does not restart the provider obligation period.

Approval and Processing: Refunds are paid to the student's nominated bank account within the provider obligation period. That period runs from the day Tr4inright receives the written refund claim where section 47D of the ESOS Act applies, and from the default day where section 47E applies, including a student visa refusal. It is not measured from the date of internal approval. In the event of a provider default, Tr4inright will discharge its obligation within 14 days of the default day. Where a shorter period is required by law, that shorter period applies.

Payments will be made to students by electronic transfer in their nominated bank accounts. For any refund to be paid to any other person than the students, a written authorisation from the student will be required.

6. NOTIFICATION TO ESOS AGENCY

Student default: Where a student defaults, Tr4inright will give notice to the ESOS agency and the TPS Director within 7 days after the end of the provider obligation period through PRISMS. The notice must include the following:

- whether the provider provided a refund under section 47E;
- details of the student the refund was provided to;
- details of the amount of the refund provided.

Provider default: Where Tr4inright defaults under section 46A of the ESOS Act, the following obligations apply in addition to the notice above.

Tr4inright will notify the affected students, the ESOS agency and the TPS Director within 3 business days of the default day by recording the default in PRISMS.

Within the provider obligation period of 14 days after the default day, Tr4inright will either offer the student a place in a suitable alternative course at Tr4inright's expense, or pay a refund of unspent tuition fees calculated under section 46D of the ESOS Act.

The student chooses which of those options they accept. Tr4inright's obligation is not discharged unless the student accepts the offer of a placement or the refund in writing, and the signed acceptance is retained on the student file.

Tr4inright will notify the ESOS agency and the TPS Director of the outcome of its obligations within 7 days after the end of the provider obligation period.

If Tr4inright is unable to discharge its obligations within the provider obligation period, the TPS Director is notified and the Tuition Protection Service assumes responsibility for placing the student in a suitable alternative course or refunding unspent tuition fees.

7. GRIEVANCES AND APPEALS

A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the Student Complaints and Appeals Policy and Procedure.

Availability of Tr4inright's complaints and appeals processes does not remove the right of a student or an intending student to act under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

8. RESPONSIBILITY

The Accounts Department has the responsibility to process the refund claims and provide the student details and fee status to the CEO for approval. The CEO or their delegate has the responsibility of making a final decision about all the refund claims.

Any complaints or breaches in relation to this policy should be reported to the CEO in person or by email to: admin@tr4inright.edu.au

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