



VCEPP304 REFUND POLICY AND PROCEDURE

PURPOSE

To provide for the appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refund process will allow students the option to disengage from training in a manner in which a negative impact may be either nullified or reduced, depending upon notification time frames.

Unless otherwise stated, any refund of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

Details concerning the scope of North Melbourne Grammar College Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

This agreement, and the availability of complaints and appeals processes, does not negate the rights of the student to take action under Australia's consumer protection laws.

SCOPE

This policy covers the refunds process for all fees payable for training services provided within North Melbourne Grammar College's scope of registration, in accordance with the ESOS Act and the National Code.

DEFINITIONS

ESOS Act	The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia, as amended from time to time.
National Code 2018	The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act, as amended from time to time.
DHA	Department of Home Affairs
TPS	Tuition Protection Service
NMGC or The College	North Melbourne Grammar College

POLICY PRINCIPLES AND STATEMENT

Details concerning the scope of North Melbourne Grammar College's Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

This agreement, and the availability of complaints and appeals processes, does not negate the right of the student to take action under Australia's consumer protection laws.



GENERAL RULES

- 1.1 The refund process reflects the commitment by North Melbourne Grammar College to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- 1.2 The date the written notice is received by North Melbourne Grammar College is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- 1.3 Refunds must be requested in writing to the Principal of North Melbourne Grammar College. Verbal notification to North Melbourne Grammar College staff or agents are not valid.
- 1.4 Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature (when under 18, Guardian or parent signature) as shown on other documents provided by the student for admission to North Melbourne Grammar College.
- 1.5 The Principal of North Melbourne Grammar College will process refund requests and if approved, arrange payment within 28 days.
- 1.6 Refunds will be paid in Australian Dollars into the nominated bank account.
- 1.7 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by North Melbourne Grammar College until the course start date.
- 1.8 All requests for refunds will be processed on an individual basis, taking into account any impact on follow-on units /modules if applicable.
- 1.9 The term "commencement" in this policy refers to the first day of the first program attended by the student.
- 1.10 Issues with regard to payment are to be handled at the first available opportunity and directed to the Principal of North Melbourne Grammar College. All Refund Requests and issued refunds are to be logged in the Refund Log.
- 1.11 In the event of visa refusal, the application/enrolment fee is not refundable. Refund on visa rejection will require a copy of notification from the Australian High Commission. Airport pick up fee is refundable if a visa is refused.
- 1.12 Tuition fees and Overseas Student Health Cover (OSHC) are refundable in full in a situation in which the student has provided evidence of medical or compassionate grounds for their inability to commence the course, if North Melbourne Grammar College is advised of the cancellation 28 days or more before course starts and prior to entering into Australia.
- 1.13 Students enrolled in packaged courses do NOT qualify for a refund once they commence their studies in Australia.
- 1.14 If the student has given misleading information to a North Melbourne Grammar College approved agent, North Melbourne Grammar College and/or any Commonwealth Agencies of Australia, no refund will be given.
- 1.15 All refunds will be payable in the same currency in which fees were paid. North Melbourne Grammar College will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- 1.16 No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- 1.17 North Melbourne Grammar College calculates refunds based on a SEMESTER fee (20 weeks study period plus 6 week holidays = 26 weeks).
- 1.18 North Melbourne Grammar College will give the student a refund statement that explains how the amount has been worked out.
- 1.19 In the case of a cancellation by the student or North Melbourne Grammar College, any outstanding fees to North Melbourne Grammar College become due with 7 (seven) days.
- 1.20 Any costs incurred by North Melbourne Grammar College to recuperate outstanding fees will be charged to the student.
- 1.21 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 1.22 North Melbourne Grammar College will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 1.23 Provide the student in writing the resulting decision of North Melbourne Grammar College's management.



1.24 Advise the student of their right to appeal the decision of North Melbourne Grammar College management.

1.25 The refund policy is subject to review every two years.

1.26 Refunds will only be paid to the student or legal guardian of a student under 18. If a student has paid the fees to their agent, North Melbourne Grammar College will recover the paid fees and return to student.

1.27 North Melbourne Grammar College only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the NMGC. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

1.28 In relation to payment of fees - Students (parents), if they wish, can choose to pay for more than one semester at any given time (e.g. paying more than 50 percent of their tuition fees before the course commences). The money will be held in the trust account and used as required when the semester fees falls due.

Refunds resulting from North Melbourne Grammar College Default

In the unlikely event of a North Melbourne Grammar College default, within 14 days of the default, North Melbourne Grammar College will:

- Either offer the student an alternative place at North Melbourne Grammar College's expense, that is accepted in writing;
OR
- Refund the student the unused portion of the prepaid fees.

If North Melbourne Grammar College is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: <https://tps.gov.au/>), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

TABLE OF REFUNDS

Type	Timeframe	Amount Refunded	Documents
VISA Refusal	At any time	All FEES minus the NON REFUNDABLE application/enrolment fee of AUD \$250.00	Refund Request Proof of VISA Refusal
VISA Renewal Refusal	After the course has commenced	Student is required to pay for the UOC/S completed on a pro-rata basis	Refund Request Proof of VISA Refusal
VISA Removal for breach of conditions	At any time	Nil	Refund Request Proof of VISA Refusal
Withdrawal, Transfer or Enrolment Cancellation	Withdrawal at least 10 weeks prior to agreed start date	Full refund not including enrolment fee	Refund Request Letter of Offer DSC Form



	Withdrawal at least 4 weeks prior to agreed start date (student default)	75% refund not including enrolment fee	Refund Request Letter of Offer DSC Form
	Withdrawal 2- 4 weeks prior to agreed start date (student default)	25% refund not including enrolment fee	Refund Request Letter of Offer DSC Form
	Withdrawal less than 2 weeks prior to the agreed start date	Nil	Refund Request Letter of Offer DSC Form
	Withdrawal on or after the agreed start date (student default)	Nil	Refund Request Letter of Offer DSC Form
	Visa cancelled due to actions of the student	Nil	Refund Request Letter of Offer DSC Form
	After the course has commenced	Nil	Nil
Default by North Melbourne Grammar College	At any time	unused portion of prepaid fees	Nil

PROCEDURE

1. International Students

- 1.1 In the unlikely event of Provider Default:
 - 1.1.1 Students will be eligible for a refund of any 'unspent pre-paid tuition fees'.
 - 1.1.2 Refunds under Provider Default will be paid in full within 28 days.
 - 1.1.3 NMGC may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, NMGC will not be liable to refund the money owed for the original enrolment. If the student chooses to be placed in another course, the student will be required to sign a document to indicate that the student accepts the course place.
- 1.2 An international student who withdraws from a course for any reason, excluding visa rejection, up to and including ten weeks before course commencement, will receive a full refund of fees minus the registration fee (non-refundable).



- 1.3 In the case wherein an international student's visa application is rejected, the tuition fees will be refunded. The Application for Refund form must be completed and accompanied by a certified copy of the visa rejection letter from DHA (Department of Home Affairs).
- 1.4 In the case where an international student's visa extension application is rejected by DHA or DHA cancels the students existing visa:
 - 1.4.1 If this occurs prior to course commencement a full refund of fees will be paid
 - 1.4.2 If this occurs after course commencement there will be no refund of fees for the current study period. Where tuition fees have been paid for future study periods, a full refund will apply.
- 1.5 It is the responsibility of the student to keep a copy of all written agreements provided by The College as well as any receipts for payments made for tuition or non-tuition fees.

2. The Tuition Protection Service (TPS)

- 2.1 NMGC (through its parent SCEI), at its own cost, participates in the Tuition Protection Service (TPS) to protect the interests of both NMGC and its students. TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:
 - 2.1.1 Complete their studies in another course or with another education provider, or
 - 2.1.2 Receive a refund of their unspent tuition fees.
- 2.2 In the unlikely event the education provider is unable to deliver a course that the student has paid for and does not meet their obligations to either offer an alternative course that the student accepts or pays the student a refund of the unspent prepaid tuition fees (this is called a provider's 'default obligations'), the TPS will assist the student in finding an alternative course or to receive a refund if a suitable alternative is not found.
- 2.3 The Tuition Protection Service (TPS) aims to protect the considerable investment international students make in Australian education, and to protect and enhance Australia's global reputation.

3. Refund Amounts

- 3.1 The following table is a guide to the charges incurred in the case where a student wishes to defer, suspend or cancel their enrolment around the *commencement date* (i.e. date student starts their VCE program):

Enrolment Fee	Non-refundable
Tuition Fees	
Visa refused prior to course commencement	Full refund not including enrolment fee. The amount of unspent pre-paid fees that the provider must refund the student for the purpose of subsection 47E(2) of the Act is the total amount of the pre-paid fees the provider received for the course in respect of the student, less the following amount: the lesser of: (a) 5% of the total amount of pre-paid fees that the provider received in respect of the student for the course before the default day; or (b) the sum of \$500.
Withdrawal at least 10 weeks prior to agreed start date	Full refund not including enrolment fee
Withdrawal at least 4 weeks prior to agreed start date (student default)	75% refund not including enrolment fee
Withdrawal 2- 4 weeks prior to agreed start date (student default)	25% refund not including enrolment fee



Withdrawal less than 2 weeks prior to the agreed start date	No refund
Withdrawal on or after the agreed start date (student default)	No refund
Visa cancelled due to actions of the student	No refund
Abandons the course without notice	No refund and the balance of all outstanding fees for the course to be invoiced to the student
Course withdrawn by NMGC (Before the agreed start date)	Full refund including enrolment fee
NMGC is unable to provide the course after course start date (for which the original offer was made)	Return of unused tuition fees. Pre-paid fees may be transferred to an alternative enrolment where the student agrees
The course is not provided fully to the student because NMGC has a sanction imposed by a government regulator	Return of unused tuition fees
Recognition of Prior Learning (RPL) fees	No refund if Statement of Attainment provided
Visa extension is refused	Return of unused tuition fees
Compulsory Health Insurance (Student Visa holders only)	Refer to Overseas Student Health Cover provider
Homestay Fees and accommodation booking fee (if applicable)	Homestay Company Policies apply.
Airport Pick-up (if applicable)	Full Refund if service cancelled prior to flight arrival, otherwise Airport Pickup Service policies apply.
Transfer to another provider	Return of unused tuition fees (i.e. fees outside of the current Study Period)

- 3.2 Where a student's course of study is terminated for misbehaviour, including a serious breach of NMGC's policies or a breach of visa conditions, including non-attendance or unsatisfactory academic progress, there will be no refund of any money paid.
- 3.3 In the unlikely event that the NMGC is unable to deliver the course in full, the student will be offered a refund of the unused portion of pre-paid tuition fees. The refund will be paid within 14 days of the cessation of the course provision. Alternatively, the student may be offered another course. If he or she chooses placement in another course, NMGC will ask him or her to sign a document to indicate the acceptance of the placement.
- 3.4 If NMGC is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service (TPS) will assist the student to find a suitable alternative course at no extra cost.

4. Applying for Refund

- 4.1 All applications for refund must be made in writing using the Application for Refund Form. Once completed, the form is to be submitted to the administration office for processing.
- 4.2 The person applying for the refund will be the student *or* the specified person indicated in the original agreement made on entry into the College.
- 4.3 Application for Refund Form will be processed by the Principal of NMGC within 14 days from the date of the application being lodged. If the student is entitled to a refund, the payment shall be made within 28 days of processing the student's application.
- 4.3.1 All applications for refund must be made in writing using the Application for Refund Form. Once completed, the form is to be submitted to the Principal of NMGC for processing.
- 4.3.2 The Application for Refund Form will be processed by the Principal of NMGC within 14 days from the date of the application being lodged.
- 4.3.3 If the student is entitled to a refund, the payment shall be made within 28 days of processing the student's application.



5. Process for Making Decisions to Refund

- 5.1 NMGC agrees to refund within 28 days and without deduction, all tuition fees paid where the student's Application for Admission is refused by NMGC.
- 5.2 NMGC agrees to refund within 28 days, tuition fees paid where the student produces certified evidence that the application made by the student for a student visa has been rejected by the Australian Immigration Authorities. The amount of the refund is the unspent pre-paid tuition fees received by NMGC.
- 5.3 Where a student's course of study is terminated for misbehaviour, including a serious breach of NMGC's policies or a breach of visa conditions, including non-attendance or unsatisfactory academic progress, there will be no refund of any money paid.
- 5.4 In the unlikely event that the NMGC is unable to deliver the course in full, the student will be offered a refund of the unused portion of pre-paid tuition fees. The refund will be paid within 28 days of the cessation of the course provision.

6. Appealing Refund decisions

- 6.1 If a student wishes to appeal an adverse refund decision, the student may make an application by filling out a Student Complaint and Appeal Form available from the administration office. Once the form is completed, the student may lodge the form with the Principal of NMGC for processing.
- 6.2 This policy, the application for refund and the Student Complaints and Grievances Policy and Procedure does not negate any student's right to take action under Australia's consumer protection laws and/or other legal avenues where they feel necessary.
- 6.3 Information provided to NMGC by a student (parent/guardian of a student under 18 years of age) may be requested by authorised State and/or Federal Agencies; if so NMGC has a legal obligation to comply.

7. Rights of Student to take action

- 7.1 The written agreement entered into by the student, and the right to make complaints and seek appeals of decisions and action under various processes of the College, does not affect the rights of the student to take action under *Australian Consumer Law* if the *Australian Consumer Law* applies.

RELATED DOCUMENTS

- Fees and Charges Policy and Procedure
- Deferral Suspension Cancellation Policy and Procedure
- Complaints & Appeals Policy and Procedure
- Academic Misconduct and Cancellation Form
- Application for refund Form

LEGISLATIVE CONTEXT

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as the National Code 2018, Standard 3 (3.4.2, 3.4.3)
- Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3 and Standard 7 clause 7.2
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000



RESPONSIBILITIES

The Principal of North Melbourne Grammar College is responsible for ensuring compliance with this policy.

The Principal of North Melbourne Grammar College will process refund requests, if approved, AND arrange refund payment within 28 days.

The North Melbourne Grammar College Access & Equity Policy applies. (See Access & Equity Policy)

All documentation from refund processes are maintained in accordance with the Records Management Policy. (See Records Management Policy)

All Refund practices are monitored by the Principal, North Melbourne Grammar College and areas for improvement identified and acted upon. (See Continuous Improvement Policy).

Authorised by	NMGC Committee of Management
Effective date	October 2018
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Review date	October 2020 The policy review should be scheduled 2 years from the approval date