

# Refund Policy and Procedure

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## Refund Policy and Procedure

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### 1 PURPOSE

- 1.1 The purpose of this policy is to inform all international students, enrolled or intending to enrol, and other clients of Lennox College's refund policy.

### 2 SCOPE

- 2.1 This policy and procedure applies to all international students seeking a refund of fees, and to all staff involved in processing requests for a refund at Lennox College.

### 3 DEFINITIONS

- 3.1 **Appeal:** An application to reconsider a decision or determination made by the Institute.
- 3.2 **CoE (Confirmation of Enrolment):** A document provided electronically, which is issued by Lennox to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course at Lennox.
- 3.3 **Commencement Date/agreed starting date:** The first day of teaching in the first study period in which the student has a valid enrolment.
- 3.4 **Compassionate and compelling circumstances:** Situations that are generally beyond the control of the student and which have an adverse impact on the student's capacity and/or ability to commence their course or to satisfactorily progress in their course.

Such circumstances include, but are not limited to:

- Serious illness or injury supported by a medical certificate;
  - Bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided);
  - The student recently giving birth or a student's partner recently giving birth, thus preventing commencement on the published start date or attendance for some time through the course (with supporting documentation);
  - Major political upheaval or natural disaster in the home country this has impacted on the student's studies;
  - A traumatic experience which could include involvement in, or witnessing of a serious accident; or Witnessing or being the victim of a serious crime;
  - Where the registered provider was unable to offer a pre-requisite unit;
  - Inability to begin studying on the course commencement date due to delay in receiving a student visa.
- 3.5 **International student tuition fees :** As defined by Section 7 of the ESOS Act 2000: International student tuition fee means fees a provider receives, directly or indirectly, from:
- an overseas student or intending overseas student; or
  - another person who pays the fees 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.

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### 3.6 Non-Tuition Fees: Include:

- Application/Enrolment Fee;
- CoE Processing Fee;
- Change of Course Fee;
- Material Fee;
- Other fees as listed in this policy and on Lennox's website at [www.lennoxcollege.edu.au](http://www.lennoxcollege.edu.au)

3.7 **Overseas Student:** A person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act but does not include students of a kind prescribed in the ESOS Regulations.

3.8 **Unit:** Unit refers to a unit of study which forms part of any course offered at Lennox.

3.9 **Provider Default:** Provider default occurs when a student has not withdrawn their enrolment and either:

- The provider fails to start providing a course to an enrolled student on an agreed starting day, or
- The provider stops providing a course to a student at a location any time after the course has begun, but before it has completed.

### 3.10 Student Default:

1. An overseas student or intending overseas student **defaults**, in relation to a course at a location, if:

- a) 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
- b) The student withdraws from the course at the location (either before or after the agreed starting day); or
- c) 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. Misbehaviour by the student.

Note 1: For an exception to paragraph 1. a), see subsection 2.

Note 2: For an exception to subparagraph 1. c) iii. see subsection 3.

2. An overseas student or intending overseas student does not default under paragraph 1. a) in relation to a course at a location if the student does not start that course because the registered provider defaults in relation to the course at the location under subparagraph 46A 1. a) i.

3. An overseas student or intending overseas student does not default under subparagraph 1. c) iii. unless the registered provider accords the student natural justice before refusing to provide, or continue providing, the course to the student at the location.

## 4 POLICY STATEMENT

4.1 The refund policy relates to the tuition fees paid, including the circumstances in which Lennox is able or unable to refund all or part of the tuition fees paid, how to apply for a refund and how refunds are paid. In accordance with section 46D of the ESOS Act, in the event of a Provider default, the Provider must either:

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1. Arrange for the student to be offered a place in a course at Lennox's expense; or
  2. Pay a refund to the student of "unspent tuition fees".
- 4.2 Lennox is committed to ensuring that all students are treated fairly and informed of their formal relationship with the college.

### **5 PROCEDURE**

#### **Application/Enrolment Fee and Materials Fee**

- 5.1 Applications to study at Lennox are accompanied by an Application/Enrolment Fee. This fee is non-refundable.
- 5.2 Any materials fees are non-refundable after the commencement date of a student's first study period.

#### **INTERNATIONAL STUDENT**

##### **Offshore Visa Refusal**

- 5.3 If a student visa is refused prior to course commencement, Lennox will retain the \$200 enrolment fee paid.
- 5.4 If a student visa is refused post-course commencement, the student is not entitled to a refund.
- 5.5 Where a student's application for a student visa has been refused, the student must supply proof of refusal. Upon receipt of proof of refusal and evidence of payment to Lennox, fees paid in advance in respect of tuition will be refunded. No refund is given, if visa refusal is based on breaches of visa conditions or cancellations.
- 5.6 The admission fee and other administrative charges are not refundable.

##### **Onshore Visa Refusal**

- 5.7 Where a student is an onshore student, they are taken as having study rights.
- 5.8 If a visa is refused prior to course commencement for students who are onshore, Lennox will refund according to the schedule set out below.
- 5.9 If a student visa is refused post-course commencement, the student is not entitled to a refund.

#### **Withdrawal from or Deferring a Course of Study**

- 5.10 Notification of withdrawal from a course of study must be made in writing to the Registrar and signed by the student. Refunds for withdrawal will be according to the schedule set out in 6.10.

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Reason and timing of cancellation	Refund
Withdrawal from or Deferring with 30 calendar days or more notice is given prior to course commencement date	Full refund of tuition fees less \$200 AUD
Cancellation with less than 30 calendar days' notice given prior to commencement date	No refund of tuition fees
Cancellation of student's enrolment due to student default	No refund of tuition fees
Provider default	Full refund of tuition fees

### Protection of Student Fees

#### Course Default

- 5.11 In the unlikely event that Lennox stops delivering a course or is unable to deliver a course in full, students enrolled in that course will be offered a refund of their unspent tuition fees received by Lennox. This refund will be paid within 14 days from the date on which the course ceased to be provided.
- 5.12 Students as an alternative may be offered enrolment in an alternative course at no extra cost to the student. Students have the right to choose whether they would prefer to accept a place in another course or be given a refund of the unspent fees. If a student chooses to be enrolled in another course, they will be issued with a new offer letter and enrolment agreement.
- 5.13 If Lennox is unable to provide a refund or provide an alternative course in accordance with the ESOS Act and National Code, then the Tuition Protection Service (TPS) will assist overseas students in finding an alternative course or to obtain refunds if a suitable alternative course is not found. Further information regarding the TPS arrangements is provided at [www.tps.gov.au](http://www.tps.gov.au) and on the Lennox website at [www.lennoxcollege.edu.au](http://www.lennoxcollege.edu.au)

#### Australian Consumer Law applies

- 5.14 This Policy and the availability of Lennox's complaints and appeals processes do not remove the right of the student to take action under Australia's consumer protection laws.

#### Internal Transfer

- 5.15 Students transferring from one course to another course within Lennox are not subject to a refund but they may be subject to transfer fees.
- 5.16 Tuitions fees may be transferred one course to another course within Lennox.

#### Transfer from Lennox College

- 5.17 Students who apply for a Letter of Release to transfer to another provider must pay all outstanding fees and accepted invoices prior to the issuing of a Letter of Release.
- 5.18 If a student has selected to pay an invoice by instalments, then the student must pay all instalments before applying for a Letter of Release.

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### Student Default

- 5.19 No refund is given if a student has their enrolment cancelled by Lennox as a result of academic and non-academic misconduct.
- 5.20 Students who default on tuition payments are not entitled to a refund for tuition fees paid.
- 5.21 Where a student enters in to agreement with Lennox under a package enrolment (articulation program or otherwise), the program is considered in accordance with the National Code 2018 to be the principal course of study. The principal course of study is normally considered to be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses.
- 5.22 Where Student withdraws prior to or after the Commencement Date of their course in the package enrolment, it is determined that the student is in default of their visa requirements of maintaining their principal course of study and the student is not entitled to a refund of any fees paid in advance.
- 5.23 In this instance a student is cancelled on non-commencement and no refunds are provided.
- 5.24 Students who withdraw from a package enrolment are also liable to pay for the balance of any fees due for the remainder of their enrolment.

### Other Circumstances

- 5.25 Applications to defer admission to a later date will only be considered in cases where the applicant student suffers illness, injury or misadventure, and presents supporting documentary evidence.
- 5.26 Lennox reserves the right not to offer a course previously made available at its own discretion. If this occurs, and the student is unable or unwilling to enrol in a similar course at Lennox and the enrolment is therefore cancelled, all fees paid will be refunded with the exception of the non-refundable fee.
- 5.27 The Application Fee (\$200) is only refundable if Lennox defaults in the delivery of a course before it starts.

### Non-Refundable Fees

- 5.28 Non tuition fees as per the letter of offer are non-refundable.

### Complaints and appeals

- 5.29 Students subject to suspension or exclusion from Lennox on account of late or non-payment of fees and charges may appeal the decision according to Lennox's *Student Complaints and Appeals Policy and Procedure*.
- 5.30 The CEO, or their delegate, will assess the appeal and provide a written outcome within twenty (20) working days of receiving the appeal request.

## 6 PROCEDURE: APPLYING FOR A REFUND

- 6.1 The circumstances in which a refund will be granted, and the specific requirements for a refund request are detailed in this Policy.

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- 6.2 It is the students' responsibility to review this Policy and ensure that they have grounds for a refund. It is also the students' responsibility to ensure that their application contains all the required evidence and documentation.
- 6.3 Refund applications will be accepted up to 6 months after the proposed commencement date for students who do not commence their studies or 12 months from the relevant study period for all other applications.
- 6.4 Students will be notified if further information is required, and applications with insufficient evidence may be rejected. Staff may request additional evidence at their discretion and within reason to support an application.
- 6.5 Before a student can apply for a refund:
1. LENNOX must have received money into its accounts as cleared funds;
  2. The student's course or unit cancellation must have been processed; and
  3. The student must settle any other debts owing to Lennox, such as library fines.
- 6.6 Lennox reserves the right to deduct outstanding debts or fines owing from the refund amount.
- 6.7 Students should refer to this policy to check whether their refund claim is valid. If unsure, the student should seek advice from administration staff.
- 6.8 Students are required to complete a *Refund Request Form*, which will include the reason the request is being submitted, and attach the applicable original documentary evidence.
- 6.9 Once the student's request has been received and the approval process is completed, Lennox will contact the student with information regarding whether the requested refund has been approved or declined.
- 6.10 If a student's refund request is valid, a refund will be made within four (4) weeks of Lennox receiving the request in writing.
- 6.11 Refunds will be made by cheque or EFT in Australian dollars only. Under banking regulations, if a student has made payment with a credit card, any refund must be credited to the original credit card.
- 6.12 Refunds will only be made to a nominated person/sponsor who initially paid the student fees.
- 6.13 If a student is dissatisfied with the outcome of the refund request, the student may lodge an appeal using Lennox's *Appeal Form* within twenty (20) working days of being informed of the decision.

### Overseas Students Ombudsman

- 6.14 International students who wish to lodge an external appeal or complain about a decision can contact the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and independent service for overseas students (student visa holders only) who have a complaint or want to lodge an external appeal about a decision made by their education provider. See the Overseas Students Ombudsman website [www.oso.gov.au](http://www.oso.gov.au) or phone 1300 362 072 for more information.

### Records Management

- 6.15 Staff members must maintain all records relevant to administering this policy and procedure in a recognised college recordkeeping system.

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### 7 RELEVANT LEGISLATION AND DOCUMENTS

#### Documents

Application for Withdrawal/Release Form  
Student Letter of Release  
Student Request for Release Application Form  
Student Refund Request Form  
Student Complaints and Appeals Form  
Student Complaints and Appeals Outcome Letter

#### Legislation

- 7.1 The National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 states that:
- 2.1 Prior to accepting an overseas student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:
- 2.1.1 Indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies.
- 7.2 The National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 3 states that:
- 3.1 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
- 3.1.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
- 3.1.2 processes for claiming a refund
- 3.1.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
- 3.1.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- 3.1.5 a statement that "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 the *Australian Consumer Law* if the *Australian Consumer Law* applies".



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### 8. FEEDBACK

College staff and students may provide feedback about this document by emailing: [compliance@lennoxcollege.edu.au](mailto:compliance@lennoxcollege.edu.au)

### 9. APPROVAL DETAILS

Approval	Details
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Administrator	Compliance Officer
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