



Global Business College of Australia Pty Ltd

trading as

Global Business College of Australia (GBCA)

## Refunds Policy

### Policy & Procedure 20

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## DOCUMENT CONTROL

<b>Department</b>	GBCA Finance	<b>Author(s)</b>	GBCA Student Administration	
<b>Quality Controlled Policy No. &amp; Title Version</b>	POLICY 20 REFUNDS POLICY V2.7	<b>Approved</b>	GBCA Compliance	
		<b>Authorised</b>	Managing Director	
<b>Standards</b>	Standards for Registered Training Organisations (RTOs) 2015 – Standard 5  National code - Standard 3	<b>Distribution</b>	Internal	GBCA Manager GBCA Staff
			External	GBCA Students

## REVISION RECORD

Date	Version	Revision description
June 22, 2015	1.0	GBCA creates policies and procedures against Standards for Registered Training Organisations (RTOs) 2015 and The National Code 2007
January 10, 2016	2.0	Update policy to reflect current ESOS amendments in regards to reporting student defaults and refunds, removal of study periods and flexibility in paying tuition fees upfront, request remaining fees as per written agreement.
May 11, 2016	2.1	Update 5.22 to reflect refund requirements for students deferring courses
July, 24 <sup>th</sup> 2017	2.2	Update Clerical error to use a consistent terminology: Student Acceptance Agreement. Update processing fee
September 6 <sup>th</sup> , 2017	2.3	Minor update: email address
September 15 <sup>th</sup> , 2017	2.4	Update: address on cover
February 7 <sup>th</sup> , 2017	2.5	Update refund for domestic students.
April 19 <sup>th</sup> , 2018	2.6	Update refund table for international students
Oct 31 <sup>st</sup> 2018	2.7	Update refund table to reflect visa refusal due to fraudulent documents

## 1. Purpose

The purpose of this policy and procedure is to ensure that Global Business College of Australia (GBCA) complies with the legislative and administrative requirements of the Education Services for Overseas Students (ESOS) Act 2000- National Code 2007 and the Standards for Registered Training Organisations 2015, and other relevant state government legislation. This policy and procedure applies to all students studying at GBCA to ensure fees and refunds are handled equitably and fairly.

## 2. Responsibility

The Chief Executive Officer/ Managing Director is responsible for the implementation of this procedure and to ensure that staff and students are aware of its application and implement its requirements.

## 3. Requirements

The Refund policy will be fair and reasonable to students and where withdrawals are concerned, it will be based on how much notice is given in advance by the student to GBCA prior to the course/ study period commencement date. Refunds for international students will follow the guidelines from the Tuition Protection Service (TPS).

## 4. Definitions

Electronic Confirmation of Enrolment (CoE): This definition only applies for students who are in student visa at the time of enrolment. This is an official document printed via the PRISMS system on behalf of the Australian government confirming the enrolment of a student in a course. This document is required for an international student to apply for a student visa

Course Commencement Date for international students: Refers to the start date indicated in the first eCoE issued by GBCA to a student, OR the commencement date in the eCOE for which the student visa is granted. This does not refer to the deferred or subsequent eCoEs.

Course Commencement Date for domestic students: Refers to the start date indicated on the Letter of Offer which contain student Rights and Responsibilities and it is accepted by the student in order to be enrolled into the course at GBCA.

Course Fees: The payment received by GBCA for providing the course to the students, which includes: tuition fees, course material fees and enrolment fee

Other Fees: Other fees include, but are not limited to Overseas Student Health Cover (OSHC) and homestay/airport pickup fees (where applicable).

International Student: A student who normally holds an Australian student visa or holds an applicable visa giving the individual the right to study in Australia.

Domestic Student: A student who normally a Permanent Resident or Australian/New Zealand citizen.

Enrolment Fee: The fee payable when an application is made to GBCA for an enrolment to a course or qualification. This fee is a non-refundable fee covering the cost of administration. Application fee is applicable for every course a student applies.

Processing Fee: A processing fee is chargeable where a student withdraws/is cancelled from the course and a refund is being processed.

Tuition Fees: Tuition fees are compulsory fees for the delivery of the enrolled course, payable by the student to undertake the course. Students are responsible for the tuition fees specified in the Letter of Offer. Upon signing a student acceptance agreement, students thereby accept payment for tuition fees.

Non-tuition fees: Non-tuition fees cover items not directly related to tuition; this includes Material Fees.

Minimum payment to obtain course CoE: International students must pay the required deposit at the time of the acceptance of the offer. At GBCA's discretion, the amount may be reduced at the time of issuing an eCOE. However, the student will not be admitted to the course until the total minimum payment required has been received.

Payment Schedule Agreement: Payment Schedule Agreement (PSA) will be incorporated in The Student Training Plan. Students may sign a schedule which allows students to pay tuition fees in instalment. If a student is in breach of their PSA, GBCA reserves the right to cancel the agreement and pursue the entire course fees owed.

Student default: Refers to the circumstances where:

- the student does not start the course on the agreed course commencement date (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed course commencement date); or
- GBCA 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 the due amount to the course provider;
  - the student breached a condition of his/her student visa;
  - misbehavior by the student

Provider default: Refers to the circumstances where GBCA fails to start the course or the course ceases to be provided after commencement and no alternative course can be offered and accepted by the student.

Default day: Refers to the date specified on the student visa refusal letter, in the event that an international student is refused an Australian student visa. This day is not included in the count for the purposes of refund calculations.

Cooling off period: 3 working days from the date of the Student Acceptance Agreement (for international students); or from the date of making the deposit payment (for domestic students)

## 5. **Method**

- 5.1 Students will receive full refund (less the application fee and processing fee) if they change their mind within the cooling-off period.
- 5.2 Each student acknowledges and agrees to the terms and conditions of the Refund Policy and Procedures upon signing the Student Acceptance Agreement.
- 5.3 The terms and conditions set out in this Refund Policy and Procedures apply equally to commencing and continuing students, unless otherwise specified.
- 5.4 GBCA reserves the right to amend the non-refundable application fee and the aforementioned terms and conditions at any time to ensure compliance with applicable State and Federal laws.
- 5.5 The tuition fees paid must be cleared at the time a student makes an application for a refund and or all debts owed to GBCA must be settled prior to the application being processed.
- 5.6 GBCA may, at its absolute discretion, refund to the student all or part(s) of the tuition fees paid where it determines that there are extenuating or compassionate circumstances. Students must provide supporting documental evidence to substantiate the claims.
- 5.7 This policy, the Student Acceptance Agreement, the letter of offer for domestic students, and the availability of complaints and appeals processes, do not remove students' right to take action under Australia's consumer protection laws.
- 5.8 The process starts when a student withdraws or cancels his/her enrolled course(s) by submitting the cancellation form. (SA029)
- 5.9 If the student believes he/ she is due or according the policy is entitled for a refund, the student is advised to make a Fee Refund Application Form (SA006a/b), which is available from the student reception area or the college's website.
- 5.10 The completed form must then be submitted in person to the Student Recruitment Manager or by email to: [enquiry@gbca.edu.au](mailto:enquiry@gbca.edu.au) attention: "Student Recruitment Manager - Refund)
- 5.11 The submitted form is reviewed by the Student Recruitment Manager to ensure completeness. The Student Recruitment Manager then signs and enters the date of receipt.

- 5.12 The form is passed to the Finance Department. The Finance Manager reviews the student's current payment status and amounts owing.
- 5.14 The student file is checked against Wisenet to confirm the agreed course commencement date. Refund is then calculated based on the refund tables (see below).
- 5.15 For an international student, in the event that an eCoE was not issued, the refund will be calculated based on the commencement date indicated in the first Letter of Offer (LOF) issued to the student.
- 5.16 Before the refund can be issued, it must be approved by the Managing Director (except for cases related to provider default).
- 5.17 The refund application will be processed within 20 working days of receipt of application. If application is successful, the refund will be paid to the student or another person nominated in writing by the student. If a credit card was used to make payment(s), GBCA will refund the amount on to that credit card.
- 5.18 Refunds will be paid in Australian dollars (AUD\$) and a written statement detailing how any refund amount has been calculated will be provided. All bank fees/charges in issuing the refund will be deducted from the refund amount.
- 5.19 Students are not permitted to transfer course fees to another student.
- 5.20 All chargeable fees to students and the terms and conditions of refunds are documented in the following places:
  - o GBCA's website
  - o Student Application Form
  - o Written Acceptance Agreement
  - o Student Handbook
- 5.21 Refund calculation in case of provider default, and student visa refusal after course commencement

The refund amount = weekly tuition fee x the number of weeks in the default period

The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.

**The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7**

- 5.22 Refunds for international students in case of student default or withdraw will be made according to the following refund table. A refund processing fee of \$500 will apply to student withdrawal and student default.

Student refused an Australian Student Visa due to a fraud reason	No refund
Student refused an Australian Student Visa due to a nonfraud reason and has not started the course (refusal letter required)	100% refund <sup>a &amp; 3</sup>
Student refused an Australian Student Visa due to a nonfraud reason and has started the course (refusal letter required to determine default date)	50% refund <sup>b &amp; 3</sup>
GBCA fails to start course or the course ceases to be provided after it starts (provider default)	100% refund <sup>b</sup>
Withdrawal notified in writing and received by GBCA 28 calendar days or more prior to course commencement (student default)	20% refund <sup>1, 2</sup>
Withdrawals notified in writing and received by GBCA within 28 days, on or after the course commencement date or student did not commence study at campus location identified (student default)	No refund of fees paid <sup>1</sup>

Student visa cancelled due to actions of student	No refund of fees paid <sup>1</sup>
Other circumstances including but not limited to: <ul style="list-style-type: none"> <li>Changes occur in student work hours, student changes/leaves work</li> <li>It becomes inconvenient for a student to travel to class</li> <li>A student moves to a different location</li> <li>A student enrolment is cancelled for misbehavior / breach of the GBCA's Student Code of behavior.</li> </ul>	No refund of fees paid <sup>1</sup>
Student's enrolment is suspended or cancelled by GBCA due to the student being in breach of the student acceptance agreement (student default)	No refund of fees paid <sup>1</sup>
<p><b>Legend:</b></p> <p>a. indicates amount minus 5% of the course fees received (including non-tuition fee); or \$500; whichever is less.</p> <p>b. indicates unspent tuition fee of weeks in default period (period from after default day and the end of the period to which the unspent tuition fee relates).</p> <ol style="list-style-type: none"> <li>Student defaults 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 GBCA refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: student fails to pay an amount payable to GBCA for the course; the student breached a condition of his/her student visa; misbehavior by the student.</li> <li>A refund processing fee of \$500 will be deducted in cases that relate to student default (except when a student is refused a student visa)</li> <li>Refunds for OSHC purchased from other agencies will need to be applied for directly with the supplier.</li> </ol>	

Students may transfer on one occasion to another GBCA course commencing within 15 working days of their original course without penalty. Refunds following cancellation of a transferred course will attract a further penalty of 20% of the total course fees in addition to the refund guidelines outlined above.

In some exceptional circumstance, students may apply to GBCA to transfer to the next intake of the same GBCA course. GBCA may approve the case at its discretion without applying penalty. Refund following cancellation of the same course will attract a further penalty of 20% in addition to the refund guidelines outlined above. For the refund calculation purpose, the course commencement date will be the original course commencement date.

Fee refunds will be made 14 calendar days after demand when GBCA defaults and within 28 calendar days after demand when the student defaults.

5.23 Refunds for domestic fee for service students will be made according to the following refund table

GBCA cancels its course (provider default)	100% refund of course fee*
Withdrawal notified in writing and received by GBCA 28 calendar days or more prior to course commencement (student default)	100% refund of course fee*
Withdrawal notified in writing and received by GBCA less than 28 calendar days prior to course commencement (student default)	50% refund of course fee*

Withdrawals notified in writing and received by GBCA on or after the course commencement date or student did not commence study at campus location identified (student default)	100% refund of unspent tuition fee * <sup>1</sup>
<p>* A refund processing fee of \$200 will be deducted  <sup>1</sup> unspent tuition fees are calculated from the last date of attendance until the end date of the period to which the payment relates.</p>	

## 6. Students study more than one (1) course at GBCA

Students applying to start another course with GBCA are not allowed to commence until:

- The minimum payment related to tuition fee and material fee required as per the offer letter has been paid; and
- Any outstanding debts have been paid; and
- Has attended orientation at GBCA

## 7. Tuition Protection Service

If GBCA 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>

## 8. Unclaimed Funds

GBCA will pursue to contact students who have not requested a refund within 4 weeks of leaving the College in the case of provider default, and keep such evidence on the student file.

## 9. Regulations governing International students

- 9.1 GBCA 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.
- 9.2 GBCA 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 as indicated in the application form.
- 9.3 GBCA can request any remaining fees as per the payment plan set out in the written agreement with the student.
- 9.4 GBCA is obliged to inform the Department of Immigration and Border Protection (DIBP) in the events where an international student:
  - completes his/her course(s) early; or
  - transfers to another provider; or
  - is excluded on academic grounds and consequently fails to meet his/her visa conditions; or
  - defers or suspends his/her study or otherwise changes the expected duration of his/her study.
- 9.5 Should an international student, who commences the course whilst awaiting an approval for a student visa, decides to withdraw prior to receiving the visa approval, the student will not be entitled to a refund (refer to refund table in 5.21).
- 9.6 In the unusual circumstance where an international student has not entered into a student acceptance agreement but already paid the tuition fees, the refund specifications as detailed in the refund table still apply.
- 9.7 An international student may not submit an application for refund at the same time of applying for a letter of release. A refund application will be accepted once the student has been granted a letter of release; in which case, the refund calculation will be based on the date the student was granted the letter of release.

## **10. Complaints and Appeals**

If a student is dissatisfied with the outcome of the refund application, he/she may access the process outlined in the Complaints and Appeals Policy and Procedure 7.