

Refund Policy

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Issue Date:	Issue History:
August 2014	Initial release (V1.0)
September 2016	Reviewed and updated format (V1.1)
December 2016	Supersedes September 16 policy document - Refund schedule implemented (V1.2)
August 2017	Reviewed (V1.3) Director of Quality Assurance removed
February 2018	Reviewed (V2.0) Changed DIBP to DoHA

Policy Title	Refund Policy
Purpose	This policy has been prepared to ensure that Cambridge International College (WA) Pty Ltd (CIC) has a fair and transparent process for the repayment of fees in the case of student default (student or provider initiated), and provider default
Scope	This policy applies to all staff and prospective, current and past students. The Refund Policy applies to all accepted and former accepted students regardless of visa or residency status.
Policy Statement	<p>CIC will refund tuition fees and charges in accordance with the provisions of applicable legislation. The Refund Schedule in Appendix 1 details the approved refunds. The schedule will remain in place until such time as any changes are approved by the MD/PEO.</p> <p>CIC will refund any course monies due to an accepted or former accepted student under this policy to the student or to an authorised person as specified by the student in the Written Agreement.</p> <p>The method, destination and recipient of any refund amount will be refunded in the same manner as the receipt by CIC of the course monies and/or other fees, or to an authorised person as specified by the student in the <i>Written Agreement and/or the Refund Application form</i>. Refund amounts transferred via international bank draft or telegraphic transfer will attract a \$50 fee.</p> <p>Student Default</p> <p>Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults in relation to a course at a location if:</p> <ul style="list-style-type: none"> ❖ 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn, or ❖ The student withdraws from the course at the location (either before or after the agreed starting day); or ❖ The registered provider of the course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: <ul style="list-style-type: none"> ○ the student failed to pay an amount payable to the provider of the course; ○ the student breached a condition of his/her student visa; ○ misbehavior by the student (note: the student is entitled to natural justice under subsection 47A (3) of the Act) <p>If a student's visa application is refused by the DoHA and the student cannot undertake the course, CIC will refund any prepaid unspent tuition and material fees</p>

within four (4) weeks or 20 business days where the student can provide evidence that the application made by the student for the student visa has been refused by the Australian immigration department.

If tuition fees have been pre - paid and CIC receives written notification of withdrawal by the student prior to the agreed course start date, CIC will refund the amount of prepaid fees as per the Refund Schedule below.

Withdrawal on or after the course/term start date/invoice due date, results in a student remaining liable for the current term fees. This applies even if the student has not attended any classes or has been reported for non-commencement.

In the case of a College initiated cancellation of enrolment due to student default; there will be no refund of current term fees and a 90% refund of any pre – paid course fees in any subsequent term and/or course.

No amount of any pre-paid fees on a current or subsequent course will be refunded, if **fraudulent documents are submitted by the student.**

There is no refund of the enrolment fee except in the case of Visa refusal prior to the agreed course start date (off-shore)

No refund of the immediate term after the deferral period will be given to current (enrolled) students who defer their studies then subsequently withdraw. Any subsequent pre-paid terms will be calculated as per the withdrawal schedule.

No refund will be given to students who are reported for non - commencement, defer their course to the next start date then subsequently withdraw.

Notwithstanding the above provisions, Cambridge International College may grant a refund of fees on compelling or compassionate grounds made known to the College in writing.

Provider Default

If for any reason CIC fails to provide the course prior to an agreed starting day for the course, and the student for some reason cannot be placed, or refuses placement in an alternative course arranged by CIC, a full refund of total course fees (tuition and material fees) will be made within 10 business days of the agreed course start date.

After the agreed starting day for the course but before it is completed, and the student for some reason cannot be placed, or refuses placement in an alternative course arranged by CIC, a refund of unused tuition fees will be calculated as per the refund amount calculator (minus non-refundable fees as per section 3.0 of the below refund schedule); within 10 business days of the course default day.

In the event that CIC is unable to fulfill its obligation of providing an agreeable alternative course for the student, or a refund, the student will receive advice to

	seek assistance from the Australian Government's Tuition Protection Service. For information on the TPS, please see: https://tps.gov.au/information/students/how
Related Policy and Procedure:	Refund Procedure Fees and Charges Policy and Procedures Admission Policy and Procedures Marketing Information and Practice Policy and Procedures Student Engagement Before to Enrolment Policy and Procedures Transfer Between Providers Policy and Procedures Deferring, Suspending or Cancelling the Student Enrolment Policy and Procedures Complaints and Appeals Policy and Procedures TPS Policy
Related Forms	Refund Form
Police owner and delegated authority	Finance Manager/Financial Controller/ Admission Manager
Approved by	CEO
Approved Date	August 2014
Definition (If any)	
Non-Tuition Fees	Fees not directly related to provision of the student's course, including course material, enrolment fee or admission fee.
Pre-Paid Fee	Tuition fees received by CIC for as study period of the student's course before the student begins the study period.
Tuition fee	Fees directly related to the provision of the student course.
Course Fees	Course Fees refers to any pre – paid fees made towards a course including tuition and material fees.
Study Period	<p>A discrete period of study within a course, namely term, semester, trimester, short course of similar or lesser duration, or as otherwise defined by the registered provider as long as that period does not exceed six months.</p> <p>A "study period" is as defined in the Letter of Offer and the Written Agreement.</p>
Compulsory Study Period	A compulsory study period is one in which the student must enrol unless granted a deferment or suspension from enrolment or leave of absence under Deferring, suspending or cancelling the student's enrolment. A compulsory study period does not include periods in which the student can elect to undertake additional studies.
Agreed Course/Term date	The Agreed Course/Term start date is defined as the day on which the course or term is scheduled to start. It is also the invoice due date for the term tuition fees

Student Default	<p>Student Default under section 47A of the ESOS Act, an overseas student or intending overseas student defaults in relation to a course at a location if:</p> <p>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</p> <p>The student withdraws from the course at the location (either before or after the agreed starting day); or</p> <p>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:</p> <p>The student failed to pay an amount payable to the provider of the course;</p> <p>The student breached a condition of his/her student visa;</p> <p>Misbehavior by the student (note: the student is entitled to natural justice under subsection 47A (3)</p> <p>Examples of misbehavior include misconduct, unsatisfactory academic progress and attendance; please refer to the Student Code of Conduct Policy for further information.</p>
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REFUND SCHEDULE: Appendix 1

Applications for refund must be made in writing. The Application for Refund form is available from www.cambridgecollege.com.au; alternatively email refunds@cambridgecollege.com.au or contact your Education Agent. Refund applications may be submitted via email to refunds@cambridgecollege.com.au or to Cambridge International College, Melbourne, by post or email. Refunds are made in accordance with this policy and will be paid to the student within 4 weeks of receiving the written request for refund. The full refund policy can be found at <http://cambridgecollege.com.au/policies-procedures/refunds-policy/>

Refund Schedule:

1	Provider Default	
1.1	CIC is unable to provide the course for which the original offer letter was made prior to agreed course start date (Provider Default)	100% refund of total course fees (tuition and material fees). Enrolment fee will be refunded under this circumstance
1.2	CIC is unable to provide the course for which the original offer letter was made after agreed course start (Provider Default)	Refund of unused tuition fees will be date calculated as per Refund amount Calculator (minus non-tuition fees)
2	Student Default	
2.1	Visa Refusal prior to agreed course start date (off-shore)	100% refund of total course fees (tuition and material fees) Enrolment fee is non-refundable

2.2	Visa refused due to fraudulent documentation, bogus documents or misleading information	No refund on any pre – paid course fees for current or subsequent courses
2.3	Visa Refusal (extension) before the agreed course/term start date (on-shore)	100% refund of total course fees (tuition fees and material fees) Enrolment fee is non-refundable
2.4	Visa Refusal (extension) after the agreed course/term start date (on-shore)	Refund of un-used tuition fees from date of written notification received by DoHA as per Refund amount Calculator (minus non – refundable fees)
2.5	Withdrawal more than 4 weeks prior to agreed course/term start date	75% refund of pre-paid course fees of 1 study term. 90% refund of prepaid fees of subsequent terms and/or courses. Excluding enrolment fee.
2.6	Withdrawal 4 weeks or less prior to agreed course/term start date	50% refund of pre-paid course feeds of 1 study term. 90% refund of prepaid fees of subsequent terms and/or courses. Excluding enrolment fee.
2.7	Withdrawal on or after the agreed course/term start date	No refund for the term to which the start date applies. Refund for subsequent terms and/or courses will be calculated as per the number of week prior to the next course/term start date. Excluding enrolment fee.
2.8	College initiated cancellation of enrolment due to student default or misbehaviour Cancellation of enrolment due to visa cancellation due to breach in visa condition	No refund on current term fees. 90% refund of pre-paid course fees for any subsequent course/term. Excluding enrolment fee. No refund of current term fees. 90% refund of pre-paid course fees for any subsequent course/term. Excluding enrolment fee.
2.9	Cancellation of enrolment due to non-payment of fees	No refund of pre-paid course fees in a subsequent course/term.
2.10	Cancellation of enrolment due to non-commencement	No refund of current study period. Subsequent courses will be calculated per weeks prior to agreed course/term start date. Excluding enrolment fee.
3	Non-refundable fees	
	Enrolment fee in all conditions (except for Provider Default prior to course commencement) Materials fee (non-tuition) after commencement	

4	Overseas Student Health Cover (OSHC)	http://www.allianz-assistance.com.au/
5	Refund Calculator (ESOS calculation of refund specifications)	
	Weekly tuition fee	Total tuition fee for the course / number of calendar days in the course x 7
	Weeks in default period	Number of calendar days from the default day to the end of the of thE period to which payment relates / 7
	Refund amount	Weekly tuition fee x weeks in default period

The Refund Policy applies to all accepted and former accepted students regardless of visa or residency status.

This Policy and the availability of Complaints and Appeals Processes do not remove the right of the student or former accepted student to take action under Australia's consumer protection laws.

Students may access CIC's Complaints and Appeals Processes to appeal the Refund Policy or the assessment of the application against the Refund Policy.

CIC will refund any course monies due to an accepted or former accepted student under this policy to the student or to an authorised person as specified by the student in the Written Agreement.

The method, destination and recipient of any refund amount will be refunded in the same manner as the receipt by CIC of the course monies and/or other fees, or to an authorised person as specified by the student in the Written Agreement.

Refund amounts transferred via international bank draft or telegraphic transfer will attract a **\$50 fee**.