

REFUND POLICY – INTERNATIONAL STUDENTS

PURPOSE AND SCOPE

This policy and procedure will inform international students and Charlton Brown staff regarding the terms and conditions on the payment and administration of Charlton Brown refunds and how fees paid in advance are protected by Charlton Brown.

REFUNDS AND THE TUITION PROTECTION SERVICE (TPS)

The Tuition Protection Service (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 can either:

- complete their studies in another course or with another education provider, or
- receive a refund of their unspent tuition fees

Australia has a well-established international education sector with over 1200 education providers delivering high quality education to international students. For many years now Australia has been a world leader in protecting the tuition fees of international students studying in Australia on a student visa. Recent changes to the [Education Services for Overseas Students \(ESOS\) Act](#) have further strengthened protections for international students through the introduction of the Tuition Protection Service (TPS).

Source: <https://tps.gov.au/StaticContent/Get/StudentOverview>

REFUNDS BASED ON DEFAULT

Charlton Brown will provide refunds based on circumstances surrounding student or provider defaults as specified below.

Student Default

An international student or prospective international student defaults, in relation to a course, 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn);
- the student withdraws from the course (either before or after the agreed starting day);
- the student does not meet the conditional course requirements (including does not pass a Working with Children Check or Police Check); or
- the college refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - the student failed to pay an amount they were liable to pay to the college, directly or indirectly, in order undertake the course
 - the student breached a condition of his or her visa
 - misconduct by the student (refer to Student Handbook)

Under the ESOS Amendment Bill 2015, the College must notify the Secretary, Department of Education and the Tuition Protection Scheme (TPS) Director of the student default within thirty-one (31) business days of the default occurring.

Only the following student defaults should be reported:

- where a student's visa is refused, even if there is a compliant written agreement.
- where there is no compliant written agreement in place.

Provider Default

After a student has accepted an offer of enrolment at Charlton Brown and in the unlikely event that the College is unable to deliver the course as offered, the College will notify the student in writing and offer the student the following options to choose from:

The College may offer an enrolment place in an alternative course for a cost no greater than the cost of the original course of study. If the student chooses to accept placement in an alternative course, the student must agree to this in writing.

- The College will provide a refund based on tuition fees paid for the course. Refund amounts will be compliant with the *ESOS (Calculation of Refund) Specification 2014*.

In the event of provider default, Charlton Brown will abide by the notification and discharge of obligations to student clauses as specified in Section 46 of the ESOS Act 2000.

Step 1 – Provider default occurs

Charlton Brown is deemed in default if:

- the course did not start on the agreed starting day
- the course ceased to be provided at any time after it commenced but before its completion
- the course was not provided in full because a condition has been imposed on the registration of the college on CRICOS, or the registration has been suspended or cancelled, and the student has not withdrawn before the occurrence of any one of the events stated above.

Step 2 – Notifying the Secretary, the TPS Director and students

- under Section 46B of the ESOS Act, the College must notify the Secretary and the Tuition Protection Scheme (TPS) Director of the default within 3 business days of the default occurring. Charlton Brown must also notify affected students. All notices of any such default must be in writing.

Step 3 – Provider obligation period

- under Section 46D of the ESOS Act, Charlton Brown has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to affected students
- if the College fails to discharge your obligations to the student under Section 46D, it is an offence under Section 46E of the ESOS Act and serious penalties apply.

Step 4 – Notification of the outcome – discharge of obligations

- under Section 46F of the ESOS Act, Charlton Brown has 7 days after the end of its obligation period to give notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of Section 46F of the ESOS Act
- if the College does not meet its obligations affected students studying on a student visa may be assisted by the TPS Director.

PROCESS FOR CLAIMING A REFUND

- Charlton Brown will only process a refund request if:
 - Charlton Brown has received student payments into its accounts as cleared funds, and
 - The student's course cancellation/withdrawal has been processed
- Students are advised to contact Charlton Brown student services to determine if a refund is valid.
- Students are required to complete the *Student Refund Request* form which is available from Student Services. The completed and signed form together with relevant documentary evidence documentation (e.g. a letter from DIBP regarding visa refusal) must be submitted to Charlton Brown.
- Once the Student Refund Request form has been received and the approval process completed, the International Enrolments Officer will contact the student with information regarding the status of the refund request
- If a refund request is approved, refund payments will be made within four (4) weeks of the College receiving the Student Refund Request form.
 - In the case of visa refusal prior to commencement, or provider default, the refund will be made within 2 weeks.
- Refunds will be paid to the nominated person in this agreement who paid for the student fees
- Refunds will be made by Electronic Funds Transfer (EFT) in Australian dollars only
- Refunds above those specified in this policy are at the discretion of the Charlton Brown CEO, and may be negotiated on a case-by-case basis if exceptional circumstances apply as deemed by the CEO.
- If a student is not satisfied with the outcome of the refund request, the student may lodge an appeal with Charlton Brown within 20 working days of being informed of the status of the refund request. Students who wish to appeal a decision made on a refund request may do so under the Charlton Brown Complaints and Appeals Policy available at the College website.
- Should students wish to appeal any decision made concerning a refund, the accepted Letter of Offer/Written Agreement and the availability of Charlton Brown complaints and appeals procedures do not remove the rights of a student to take action under Australia's consumer protection laws.

REFUND AMOUNTS

Circumstance of enrolment cancellation/withdrawal	Refund Entitlement
Student visa application is unsuccessful - Withdrawal prior to commencement date	Total course fee paid minus the lesser of: <ul style="list-style-type: none"> • 5% of course fee received, or • \$500
Student visa application is unsuccessful - After commencement of education	Pro-rated Tuition Fee Refund, as per <i>ESOS Calculation of Refund Specification 2014</i>
Student visa is granted but withdraws before course commencement - 10 weeks before commencement* - More than 4 weeks and up to 10 weeks before commencement* - 4 weeks or less before commencement* <i>* In the case of deferrals, refunds will be assessed in accordance with the original commencement date.</i>	Tuition fee paid minus the lesser of: <ul style="list-style-type: none"> • 5% of course fees received, or • \$500 - 70% of tuition fee paid minus the lesser of: <ul style="list-style-type: none"> • 5% of course fees received, or • \$500 - 40% of tuition fee paid minus the lesser of: <ul style="list-style-type: none"> • 5% of course fees received, or • \$500
Student visa is granted but withdraws after course commencement	No refund
Provider cancels/withdraws student due to student defaults as follows: - Student failure to pay an amount due to Charlton Brown - Student breached a condition of their visa - Grave misconduct by the student	No refund
Visa extension refused	Unspent tuition fees will be refunded minus the lesser of: <ul style="list-style-type: none"> • 5% of course fees received • \$500
Provider Default Course cancelled by Charlton Brown Course does not commence on time	Refund amount = weekly tuition fee x weeks in default period
Provider fails to enter into compliance written agreement with the student	Refund amount = weekly tuition fee x weeks in default period

**Course fees: tuition fees plus non-tuition fees (i.e. OSHC if applicable)*

APPROVAL AND REVIEW

This policy was approved and endorsed by Charlton Brown Management in July 2020. This policy and procedure will be reviewed after two years or sooner if required.