

## GCA Refund Policy

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<b>Current Version:</b> V15	<b>Date of Next Review:</b> 20 December 2021

### Content

This policy outlines the different situations under which GCA may process refunds and the conditions and procedures related under this.

### Rationale

This policy is to ensure that Group Colleges Australia has in place a clear policy and set of procedures for managing refund requests and processing refunds to both overseas and domestic students. GCA will not charge any fees for a student to withdraw or impose any barriers on a student that seeks to withdraw from a course.

### Legislative Context

- Education Services for Overseas Students (ESOS) Act 2000
- National Code of Practice for Providers of Education and Training to Overseas Students (National Code) 2018
- Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012 No. 9, 2012

### Related Documents

GCA Student Offer Letter

### Definitions

- **Administration fee** includes the Enrolment fee.
- **Cancellation fee** is the monies deducted by the provider from paid tuition fees as a result of student cancellation or withdrawal from the course and/or student default.

- **Census date** is the final date for withdrawal from subjects without financial or academic liability.
- **Domestic Student:** a student who is not an overseas student as defined by the National Code.
- **Excursion fees** are fees associated with participation in structured learning activities in locations external to the College.
- **Government fees and charges** include the **CoE fee** relating to monies associated with the Australian Government Annual Registration charge (ARC).
- **Enrolment fee** is a fee charged for initial enrolment into a course and is non-refundable.
- **Late fee** applies when a student does not commence by the agreed commencement date and/or fails to enrol by the Census date
- **Materials fee** cover resource costs related to a specified course.
- **MyGCA** is the Group Colleges Australia student and information management system portal.
- **Offer of Acceptance and Enrolment** is the letter of agreement between the provider and student
- **Overseas document verification fee** may be charged if verification of student documentation is required as part of course requirements.
- **Overseas Student:** is a person whether within or outside Australia who holds a student visa as defined by the ESOS Act.
- **Overseas Students Health Cover (OSHC)** is the medical coverage for the period of an overseas student's stay in Australia and is subject to price increases not controlled by the College.
- **Provisional Course fee** reserves a place in a selected course of study. If the prospective student continues successfully with enrolment, the fee is offset against tuition fees for the first enrolment period.
- **Refund** is the reimbursement of money from a provider to a student after the approval of a repayment in specified instances or Special Circumstances.
- **Special Circumstances** are exceptional conditions where a refund may be considered. "Special circumstances" under which a refund will be considered and which are beyond the student's control.
  - In the case of serious illness – verified by a medical certificate
  - Family or personal tragedy
  - Natural disasters
  - Where a student visa has not been granted.
- **Tuition fees:**

(a) means fees a provider receives, directly or indirectly, from: (i) an student or intending student; or (ii) another person who pays the fees on behalf of a student or intending student; that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student; and

(b) without limiting paragraph (a), includes any classes of fees prescribed by the regulations for the purposes of this paragraph; and (c) without limiting paragraph (a), excludes any classes of fees prescribed by the regulations for the purposes of this paragraph (Section 7 of the ESOS Act 2012).

## Policy

Group Colleges Australia will enter into a written agreement - the Offer of Acceptance and Enrolment letter - with a student before, or at the same time as accepting fees from the student. This written agreement will provide information in relation to refund of fees. This information, which is consistent with the requirements of the National Code Standard 3, includes information relating to the:

- money that will or will not be repaid to the student. This includes course money collected by agents on behalf of Group Colleges Australia,
- procedure for claiming a refund,
- explanation of what happens in the event of a course not being delivered.

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.

## OVERSEAS STUDENT DEFAULT

### Student cancellation prior to commencement of any course

- Notification of cancellation or withdrawal from a course and the request for refund must be made formally in writing or through MyGCA.
- The Administration fee (Enrolment fee) and Government fees and charges (CoE fee) are non-refundable in any circumstances including if a visa is rejected.
- Refunds related to Overseas Student Health Cover fees (OSHC) will be made by GCA if funds have not been transferred across to the OSHC provider, in which case the application for refund needs to be made by the student directly to the OSHC provider.
- Cancellation fees apply even if a course is not commenced. Cancellation fees retained by Group Colleges Australia are:

Notice Period given by, or on behalf of student	Refund (% of Tuition)	Cancellation fee (% of Tuition)	Total
71 days or more, prior to course commencement	90%	10%	100%
28-70 days prior to course commencement	70%	30%	100%
28 days or less prior to course commencement	0%	100%	100%

- The approved refund will comprise Tuition fees paid in accordance with the cancellation fees structure outlined above, less the non-refundable Administration fees and any other associated government fees and charges, and may include any bought materials, or prearranged accommodation or domestic services.
- Group Colleges Australia will give individual consideration to reasons specified under “Special Circumstances” including Visa Rejection, Inability to secure Release letter from Principal provider.
- Group Colleges Australia will provide the student with a statement detailing how the amount of the refund has been calculated. Refunds will be made in Australian currency and will be refunded to the designated account. Group Colleges Australia approved refund monies will be paid within 4 weeks of receiving the application for refund.
- Fees are not transferable to another student or another institution.
- Group Colleges Australia policy and the availability of complaints and appeals processes do not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies. Group Colleges Australia’s dispute resolution processes do not circumscribe the student’s rights to pursue other legal remedies.

### **Cancellation after commencement of any course**

Failure of a student to commence a course with less than 28 days' notice will result in no refund.

No fees will be refunded after the commencement of any one of the courses in which the student has enrolled at Group Colleges Australia, even if the student has prepaid the entire course.

A student will not be entitled to any refund of tuition fees in the case of student default. The student will be held liable for any unpaid fees as a result of the withdrawal.

Students withdrawing prior to completion of their course may seek a refund of the unused portion of their fees from their Overseas Health Cover (OSHC) provider.

### **Student default**

This policy applies regardless of the reason for the cancellation and includes, but is not limited to, the following:

**No refund** of fees will be granted in the event of cancellation, withdrawal or a decision to change providers or study plans, after the commencement of any one course or subsequent course in which the student has enrolled at GCA;

**No refund** will be given to any student who breaches a condition of their visa conditions or fails to meet course requirements;

**No refund** will be given to any student who is suspended and or expelled for breaching GCA rules and or the College's Code of Conduct;

Fees are **not transferable** to another student or another institution.

Group Colleges Australia will give individual consideration to reasons specified under 'Special Circumstances'.

### **Visa rejection**

If a student visa is rejected by DHA (Department of Home Affairs) the student must notify Group Colleges Australia as soon as possible and preferably within **60 days** of the notification date of the visa rejection. Any request for refund must be submitted with supporting documentation.

The Administration fees (enrolment fee) and any other associated government fees and charges are **not refundable** if a visa is rejected. Unused paid tuition fees will be refunded upon proof of visa rejection.

A refund of paid and unused Overseas Student Health Cover (OSHC) may be sought from Group Colleges Australia in cases of visa rejection or where cancellation of a course is made prior to the granting of a visa.

### **Other Conditions**

#### **(i) Deferred Courses**

Deferred courses are not eligible for refund unless the student received a visa rejection.

#### **(ii) Permanent Residency**

An international student who is granted Permanent Residence status in Australia is eligible to pay Domestic Student fees. Permanent Resident status is recognised from the date dated on the student's visa grant letter, not the date on which the application for status is made. A student must show proof of their Permanent Residence status before census date in order to be eligible to pay domestic fees. If the student has already paid the tuition fees applying to international students for the

semester, the difference in fees will be credited back to the student account for future use. If the student has obtained residency after census date of each semester the student must pay the international student fees and will be classified as an international student for the remainder of the semester

### **(iii) Provisional Offers**

Students who enrol by paying only 1 or 2 subjects fees are enrolled in a Provisional Offer and the fees paid are considered a deposit. Students enrolled under a Provisional Offer are not eligible to apply for a refund, unless the students received a visa rejection. To enrol under a Full Offer, students need to pay full trimester fees (a minimum of 3 subjects fees).

### **(iv) Timeframe for refund claims**

Any request for refund must be made within six (6) months of any formal advice of visa rejection or any other special circumstances. There is no entitlement to a refund should a claim not be submitted within this designated six (6) month period.

## **DOMESTIC STUDENT DEFAULT**

### **(a) CANCELLATION PRIOR TO COMMENCEMENT OF ANY COURSE OR LAST WITHDRAWAL DATE**

Students who have not started any course with GCA, or students who have enrolled in a course but not started/withdrawn from a specific term of study, are governed by the standard GCA Refund and Cancellation Policy and must be both financial and meet the designated criteria to be released from GCA, or to obtain any academic documents. Applications for refunds must be submitted online through "Paradigm" student management system.

Cancellation fees apply even if a course is not commenced. Cancellation fees are calculated as follows:

- If the notice period given by, or on behalf of the student is **before** the Census date of the enrolled session, 100% of tuition deposited will be refunded and the student will not incur a FEE-HELP debt.
- If the notice period given by, or on behalf of the student is after the Census date of the enrolled session, 0% of tuition deposited will be refunded, 100% cancellation will be incurred and retained by UBSS. The student will incur a FEE-HELP debt.
- The student refund will be made within four weeks of receipt of online notification through Paradigm.
- The Administration fee (Enrolment fee) of \$200.00 is non-refundable.

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

### **(b) CANCELLATION AFTER COMMENCEMENT OF ANY COURSE**

**No fees will be refunded** after the Census date of the courses in which the student has enrolled and registered at UBSS, even if the student has prepaid the entire course. This policy applies regardless of the reason for the cancellation and includes, but is not limited to, the following:

- **No refund** of fees will be granted in the event of cancellation, withdrawal or a decision to change providers by the student or planned course of study, after the Census date of any course of study in which the student has enrolled at GCA;
- **No refund** will be given to any student who is suspended and or expelled for breaching GCA rules and or the School's Code of Conduct;
- Tuition fees are not transferable to another student or another institution.

## **PROVIDER DEFAULT <sup>1</sup>**

In the unlikely event that Group Colleges Australia is unable to deliver the agreed course in full, the student will be offered a refund of the unused portion of the prepaid tuition fees. The refund will be paid within 14 days of the day on which the course ceased being provided.

If Group Colleges Australia is unable to provide the academic program offered the offer of enrolment is withdrawn by Group Colleges Australia then no tuition fee or no FEE-HELP debt will be incurred.

Alternatively, the student may be offered enrolment in an alternative course by Group Colleges Australia at no extra cost. The student has the right to choose a full refund of tuition fees, or to accept a place in another course. If a placement in another course is chosen the student will be asked to sign an offer letter indicating acceptance of the placement.

If Group Colleges Australia is unable to provide a refund, or place the student in an alternative course, then, under Division 3, the Tuition Protection Services, TPS Director will provide the student with options for suitable alternative courses (if any such courses are available). Group Colleges Australia will notify, in writing, the Secretary and the TPS Director of the default within 3 business days of the default occurring. Group Colleges Australia will also notify, in writing, the students to whom the default has affected.

Under Division 4 ESOS (Tuition Protection Services and other measures) Act 2012, payments can be made out of the Overseas Students Tuition Fund to refund international students, and to reimburse providers who provide international students with alternative courses, if Group Colleges Australia has failed to discharge its obligations. (This is called making a call on the OSTF.) See also the Section 46B of the ESOS Act (page 7 of this document).

In accordance with the requirements of the ESOS Act, and National Code, Group Colleges Australia acknowledges the right of a student to involve independent third parties for the resolution of disputes, including the right to take action under Australia's consumer protection laws. Group College Australia's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.

## **Procedures**

- a) Student or agent makes application for refund in writing or through MyGCA
- b) Application and evidence are checked by Supervisor student services
- c) Marketing Director consults with relevant Heads School as required
- d) Final decisions and approvals related to Refunds are made by the Marketing Director.

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<sup>1</sup> Note due to COVID-19 all classes are delivered online this is in line with the TEQSA statement 20 March 2020 with respect to flexible delivery and is an extraordinary event and therefore may not be construed as provider default. See <https://www.teqsa.gov.au/latest-news/articles/coronavirus-covid-19-latest-regulatory-advice> accessed 4 January 2021

#### **46B Registered providers to notify of provider default**

- (1) A registered provider must give notices in accordance with this section if the provider defaults in relation to one or more overseas students or intending overseas students and a course at a location.

Note: The Minister may take action under Division 1 of Part 6 against a registered provider that has breached this section.

##### *Notifying Secretary and TPS Director*

- (2) The provider must notify, in writing, the Secretary and the TPS Director of the default within 3 business days of the default occurring.

Note: For the definition of **business day**, see section 2B of the *Acts Interpretation Act 1901*.

- (3) The notice must include the following:
- (a) the circumstances of the default;
  - (b) the details of the students in relation to whom the provider has defaulted;
  - (c) advice as to:
    - (i) whether the provider intends to discharge its obligations to those students under section 46D; and
    - (ii) (if appropriate) how the provider intends to discharge those obligations.

##### *Notifying students*

- (4) The provider must also notify, in writing, of the default the students in relation to whom the provider has defaulted.



## Document Change Control

Version	Change Description	Date	Author
v10	Refreshed format and links	May 2018	Carlos Munoz
v10	Statement revised regarding student's right to take action under the Australian Consumer Law	May 2018	Vivian Duong
v10	'DIBP (Department Immigration and Border Protection)' replaced with 'DHA (Department of Home Affairs)'	May 2018	Vivian Duong
v10	Amendment to PROVIDER DEFAULT section – 'a refund of all the course money paid to date' amended to 'a refund of the unused portion of the prepaid tuition fees'	May 2018	Vivian Duong
v10.1	Section (ii) "Provisional Offers" under "Other Conditions" revised	September 2018	Carlos Munoz
v11	Change of header due to GCA rebranding	January 2019	Vivian Duong
v12	Added refund policy for Executive Campus domestic students, distinguished reference to international student refunds.	March 2019	Andrew West
v12	The policy has been reviewed. There is no change in the policy	January 2020	Pam Kewkhuntod
V13	Amendment to "Rationale" on page 1.	Aug 2020	Anurag Kanwar
V13	Added the definitions of " <b>Domestic Student</b> " and " <b>Overseas Student</b> " on page 2.	Aug 2020	Anurag Kanwar
V13	Added (ii) Permanent Residency into "Other Conditions" on page 4-5.	Aug 2020	Anurag Kanwar



Version	Change Description	Date	Author
V13	Added “and the student will not incur a FEE-HELP debt” and “The student will incur a FEE-HELP debt” into section (a) of Domestic student default on page 5.	Aug 2020	Anurag Kanwar
V13	Added “If Group Colleges Australia is unable to provide the academic program offered the offer of enrolment is withdrawn by Group Colleges Australia then no tuition fee or no FEE-HELP debt will be incurred.” Into Provider Default on page 6.	Aug 2020	Anurag Kanwar
V13	Amendment to the definition of “Census date”.	Aug 2020	Pam Kewkhuntod
V14	Typos have been corrected	Sep 2020	Anurag Kanwar
V15	Online delivery additions	Jan 2021	Anurag Kanwar