



## REFUND AND CANCELLATION POLICY

### 1.0 PURPOSE

Global College Australasia, identified by RTO ID 45088 and CRICOS ID 03564F, and herein referred to as "GCA," has established a policy to responsibly manage student payments and facilitate refunds in cases where either the student or GCA cancels the course.

This refund policy aims to provide students with the option to withdraw from their training program in a manner that minimises or even eliminates negative consequences, depending on when the withdrawal is notified. Unless specifically stated otherwise, refunds will only be provided in line with this established policy. GCA will include in its Student Agreement information in relation to refunds of course money in case of Student or GCA default. This policy will also inform the student about the processes for claiming a refund. GCA reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations

The policy's terms and conditions are applicable to all students, regardless of whether they are awaiting the commencement of their studies or are already enrolled and actively participating in a course.

### 2.0 SCOPE

This policy and procedure are applicable to all international students registered at Global College Australasia (GCA). GCA has implemented a proper procedure for handling all fees associated with the training services offered within its scope of registration. GCA Refund Policy is developed to ensure compliance in line with Standards 5.3,7.3 Schedule 6 of the Standards for Registered Training Organisations 2015 and ESOS National Code Part D, Standard 2, 3.

### Definitions

Application Fee:	means the fee payable, if any, set out in the Letter of Application, Student Written Agreement or Conditions of Acceptance to make an application to study the Course at GCA. The Application Fee, if applicable, comprises a non-refundable fee covering the cost of admissions which may include assessing a student's previous academic history and other eligibility criteria to determine whether or not the student is suitable for enrolment with GCA.
AQF	Australian Qualifications Framework
ASQA	Australian Skills Quality Authority
Cancellation of Enrolment	GCA can initiate cancellation of a student's enrolment for compelling or extenuating circumstances; or misbehaviour by the student; and other reasons as detailed in the Policy. A Student can only initiate cancellation of enrolment with GCA by providing evidence including a valid boarding pass and flight schedule of a flight outside of Australia. Cancellation of an enrolment is permanent cessation of Student's enrolment. A Student whose enrolment has been cancelled is no longer a GCA Student and therefore cannot attend classes, submit assessment tasks or attend GCA events as a GCA Student. See Policy – Defer, Suspend, Cancel Overseas Student Enrolment.
CoE	Confirmation of Enrolment document issues through PRISMS for student to apply for a student visa



Course Credit	Means exemption from enrolment in a particular part of the course as a result of previous study, experience or recognition of a competency currently held. This includes academic credit and recognition of prior learning. Credit cannot be rescinded unless compelling education reasons are presented.
Deferral of enrolment	Means temporary postponement in the commencement of a course. Deferral may be initiated by a student or GCA.
DoHA	Means Department of Home Affairs (DoHA).
ELICOS	English Language Intensive Courses for Overseas Students as per ELICOS Standards as per the ESOS Act.
ESOS Act:	means the <i>Education Services for Overseas Students Act 2000</i>
Full-time:	means the normal amount of study for a particular Course which is approved by the accrediting authority for the Course.
International Student	Means a person holding an Australian student visa as defined as an 'Overseas Student' in the ESOS Act.
Resource Fees	means a fee that covers the cost of items such as consumables, class materials, photocopying access etc. provided to the student. The Material Fee, if applicable, comprises non-refundable fee covering the cost of material. The Material Fee is subject to change.
National Code 2018:	means the National Code of Practice for Providers of Education and Training to Overseas Students 2018, established pursuant to Part 4 of the ESOS Act, as amended from time to time.
Non-Tuition Fees	Means a fee that is not a tuition fee, and in addition to a tuition fee. Non-tuition fees include Application Fee, and Material Fee and other services or items such as uniforms, airport pickups, work-placement etc, as determined by GCA and advised in the Letter of offer, Written Student Agreement or Conditions of Acceptance, as being the non-tuition fees.
Principal Course:	means the main course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses. Also defined in ESOS Act and the National Code 2018.
Recognition of Prior Learning	RPL is the acknowledgement of skills and knowledge obtained through learning achieved outside the formal education and training system and the process of mapping prior knowledge and experience against the unit of competency in which the student wishes to enrol. Significant time will be required for the student to put together the RPL application and supporting evidence. The cost of RPL is the same as the student would pay for completing the unit, in class. That is there are no refunds on tuition fees for RPL units.



Suspension of enrolment	Means once a course has commenced GCA or the student can initiate a suspension of their studies due to compassionate or compelling reasons. Students are advised to contact the DoHA to determine if they must return to home country.
Compulsory Study Period	GCA defines a compulsory study period as one term, 10 academic weeks of study, 13 weeks duration inclusive of three weeks of holidays / study break.
Tuition Fees	Means fees which is directly related to the provision of the course that GCA is providing or offering as determined by GCA and advised in the Letter of Offer, Written Student Agreement or Conditions of Acceptance, as being the tuition fees for the Course or program. <a href="https://www.globalcollege.edu.au/policy/">https://www.globalcollege.edu.au/policy/</a>
TPS	Tuition Protection Service. The TPS is an initiative of the Australian Government to assist international students whose providers are unable to fully deliver their course of study. . For further information please visit the following link: <a href="https://tps.gov.au/StaticContent/Get/StudentInformation">https://tps.gov.au/StaticContent/Get/StudentInformation</a>
Written Agreement	Education providers are required by the ESOS Act to enter into a written agreement with each overseas student they enrol. The written agreement accepted by a student is a legal contract, under Australian law, between the student and the education provider.

### 3.0 POLICY PRINCIPLES

This policy aims to:

- 3.1** Provide transparent processes for refunds of tuition fees, where applicable.
- 3.2** Set out the circumstances where a full refund or a partial refund may apply.
- 3.3** Set out the calculation of refunds in the event of a student or provider default; and
- 3.4** Ensures GCA fully discharges responsibilities under compliance to all relevant legislation, including the Standards for Registered Training Organisations (RTOs) 2015, Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, Education Services for Overseas Students (ESOS) Act 2000, the National Code 2018.
- 3.5** This policy outlines how refunds are calculated when an international student requests a refund on their course fees, which can include:
  - application fee.
  - tuition fees.
  - Resource Fee
  - Miscellaneous fee

### 3.6 Student Default occurs when:



- a) the course starts at the location on the agreed commencement 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:
  - o student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course.
  - o student breached a condition of his or her student visa.
  - o Breach of GCA Code of Conduct.

### 3.7 A provider default occurs when:

- a) GCA can no longer provide the course to the student at the location; or
- b) GCA does not start the course to the student, at the location, on the agreed starting day.

### 3.8 Refunds after a Student Default

GCA will calculate the refund of any unspent tuition fees as outlined within Table of refunds as seen below.

### 3.9 Refunds after a Provider Default

In the unlikely event of GCA default,

- a) If there has been a Provider Default, GCA will notify the students affected by the Provider Default in writing within 3 business days of the default occurring.
- b) In the unlikely event of GCA default, within 14 days of the default, GCA will:
  - i. offer you an alternative place at GCA's expense, that is accepted by you in writing; or
  - ii. refund you the unused portion of the prepaid fees.
- c) Where a course of study is cancelled before the agreed Completion Date, GCA will calculate the Cancellation Fee in accordance with Table 1.
- d) If GCA is unable to provide a refund or place you in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: [www.tps.gov.au](http://www.tps.gov.au)) who will pay a refund as calculated by the TPS Director.
- e) Refunds issued by GCA in the event of a provide default will be paid to the student within 14 days of a written application is received.

In case the provider default was only because GCA could not deliver the students selected course then GCA will give the option for an alternative course within GCA or a full refund.

### 4.0 REFUND OF FEES AND CHARGES



Refunds for fees payable may include the following:

- 4.1 **Application Fee:** The Application Fee is the fee charged to all applicants to review their application and supporting documentation to enroll in a course of study. The Application Fee is non-refundable.
- 4.2 **Tuition Fees:** Tuition Fees are the fees payable to GCA for undertaking a course. The Student Refund Policy specifications detailed below cover tuition fees only.
- 4.3 **Resource Fee/Materials Fee:** The Resource Fee /Materials Fee covers materials and resources required to complete your course at GCA, we are committed to ensure that we have a sustainable and ecofriendly training environment, therefore, wherever possible we provide our Training Materials in an electronic format, rather than as a printed resource. Printed resources are often provided as class sets which students can borrow and use as reference when the unit is running. The Materials Fee is non-refundable if you cancel less than 4 weeks before the course commences.
- 4.4 **Administration Fee:** The fee charged to cover the administrative costs in reviewing and processing the necessary documentation in order for a student to obtain the necessary visa to study in Australia. The Administration Fee is only charged in the event the Student Visa Application is refused and is non-refundable.
- 4.5 **Overseas Student Health Cover (OSHC):** This insurance is compulsory and must be maintained throughout your entire stay in Australia. Students can choose any approved Australian Overseas Student Health Cover provider. These fees are only payable to Global College Australasia for Students who choose GCA's recommended insurance provider. Please read the OSHC brochure and terms and conditions on GCA's website. The OSHC Fee included in the Offer Letter is based on OSHC Provider's scheduled fee, which are subject to change each Calendar Year. Any variances are payable by you the student, on receipt of an invoice from the OSHC Provider. Any requests for a refund of OSHC fees will need to be lodged with the OSHC Provider.
- 4.6 **Additional Fees and Charges:** Any Additional Fees and Charges incurred during your studies are as detailed in your Written Agreement with GCA. Where there is any change to our published Additional Fees and Charges, you will be informed via email, prior to implementation of the change.

## 5.0 PROCESS FOR CLAIMING REFUNDS

5.1. All Refund Requests must be submitted in writing, using the Course Variation Form /DSCW Form (deferral, suspension, cancellation, withdrawal) Form and the Application for Refund Form, both of which are available at the Reception Desk or via the GCA website Verbal notifications to GCA staff or agents are not accepted.

5.2 Refund applications for full or partial refunds must:

- i. be made in writing on Course Variation Form /DSCW Form Form and the Application for Refund Form.
- ii. set out the reasons for the application; and be accompanied by supporting documents as may be appropriate; and
- iv be emailed to [studentsupportfd@globalcollege.edu.au](mailto:studentsupportfd@globalcollege.edu.au)

5.3 The date the written notice is received by GCA is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.



5.4 Where a refund is approved by the Finance officer, and is not due to a provider default, Global College Australasia will make the payment of a refund within 20 working days of receipt complete refund request including the of the application for refund request and the refund form. The refund will be deposited into the student's bank account, as advertised on the Application for Refund Form.

5.5 No refunds will be paid to a third party (a person other than the student), unless directed by the student on the Application for Refund Form.

5.6 All refunds will be paid in Australian Dollars. Where this is not possible, refunds will be paid in United States dollars.

5.7 Refund applications will not be processed where the signature on the DSCW Form (deferral, suspension, cancellation, withdrawal) and Application for Refund Form does not match the student's signature as shown on other documents provided by the student for admission to GCA.

5.8 Students will receive a clear Statement of Refunds explaining how the refund was calculated. Where a cancellation fee has been applied, students will receive a Statement of Refunds clearly outlining why the cancellation fee has been applied.

5.9 Refund Calculation Statement will be prepared by the accounts officer and forwarded to the student and any refund will normally be made in the currency of the Student's country of permanent residence and payable in that country. Exceptions include non-tradable currencies (where the refund would normally then be paid in USD) or payment to another Australian educational institution. GCA is not liable for any variance from the foreign exchange rates fluctuations.

5.10 Where a student is dissatisfied with a decision to provide or not to provide a refund, he or he/she may appeal that decision in accordance with GCA Student Complaints and Appeals policy which is on GCA website.

5.11 This Student Written Agreement and Conditions of Acceptance 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.



## 6.0 TABLE OF REFUNDS

9.0: Table of Refunds			
Type of Request	Time Frame	Amount Refunded	Required Documents
VISA Refusal	Once approved with required documentation, within 20 working days post-approval	All fees minus the non-refundable application fee	Refund Request, Proof of VISA Refusal
VISA Renewal Refusal	After the course has commenced	None (Nil)	None (Nil)
VISA Cancellation for Breach of Conditions	At any time	None (Nil)	None (Nil)
Withdrawal, Transfer, or enrolment Cancellation	More than 9 weeks' notice before commencement of next study term or course	All fees minus the non-refundable application fee	Refund Request, Letter of Offer, DSCW form
	4 to 9 weeks' notice before commencement of next study term or course	70% of the upcoming study term fee minus the non-refundable application fee	Refund Request, Letter of Offer, DSCW form
	Less than 4 weeks' notice before commencement of next study term or course	40% of the upcoming study term fee minus the non-refundable application fee	Refund Request, Letter of Offer, DSCW form
	1 to 2 weeks' notice after commencement of current study term or course	30% of the current study term fee, no refunds on application fee or resource fee	Refund Request, Letter of Offer, DSCW form
Cancellation (non-commencement of study, poor progress, attendance, non-payment and/or, student misconduct)	At any time	None (Nil)	None (Nil)
Default by Global College Australasia	At any time	Full refund of unspent tuition fee	None (Nil)

## 7.0 OUTSTANDING FEES BY STUDENT



GCA is committed to supporting our students and provides various forms of assistance, including payment plans, to help with any financial challenges they may encounter.

Cancellation of COE for nonpayment - If a GCA student has not paid their fees and has not responded to three warnings, including a notice of intention to cancel or has not appealed the decision this has led to the cancellation of their COE (Confirmation of Enrolment) for nonpayment.

**7.1** In the case of a cancellation by the student GCA, any outstanding fees to GCA become due within 7 (seven) days.

**7.2** Any costs incurred by GCA to recuperate outstanding fees will be charged to the student

**7.3** Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.

**7.4** GCA will not release any SOA/awards to students until outstanding course fees have been paid in full.

## 8.0 SPECIAL CIRCUMSTANCES

8.1 Special Circumstances may apply to an international student if GCA is satisfied that the circumstances comply with the guidelines outlined below in 5.42. The student must submit a written application for special circumstances together with a Course Variation Application Form/DSCW Form and Application for Refund Form and supporting evidence.

8.2 Refunds under special circumstances are at the discretion of GCA and the following guidelines are applied in determining special circumstances.

8.3 Special circumstances include:

8.3.1 Circumstances beyond the student's control, which is reasonably considered as not due to the student's action or inaction, either direct or indirect, and for which the student is not responsible and:

- a) Were unusual for the student; and
- b) Made it impractical for the student to complete the requirements of the unit(s); and

8.3.2 Circumstances which make it impractical for a student to complete the requirements of the unit/s and may include (but are not limited to):

- a. Medical circumstances that have changed to such an extent that the student is unable to continue studying, or new medical circumstances arose.
- b. Family or personal circumstances such as death, significant medical issues, unforeseen financial difficulties, or other circumstances that are unreasonable to expect a person to continue their studies.
- c. unit related circumstances were GCA has changed the unit offered, and the student is disadvantaged by either not being able to complete the unit, or not being given credit towards other unit(s); or
- d. Extenuating circumstances of reasonable significance that interfere with the student's ability to meet a unit's requirements. This will be assessed on a case-by-case basis and may include. For example, career's responsibilities, legal commitments, military service, accidents or natural disasters.





8.4 Special circumstances do not include:

- a) lack of knowledge or understanding of this policy or government legislation.
- b) failure to follow correct procedures; or

8.5 Students should ensure that their supporting documentation complies with Global College Australasia's requirements and may include any of the following forms of evidence:

- a) an original document or certified copy by a Justice of the Peace or equivalent.
- b) an original medical certificate that details the condition, where medical circumstances apply.
- c) a statutory declaration, where relevant.
- d) a detailed account of the circumstances or events that are relevant to the application, including specific dates, and demonstrates how it meets the Special Circumstances section of this policy.
- e) an honest representation of the circumstances; or
- f) other documentation requested by GCA.

8.6 Supporting documents will need to be in English or translated and certified as an official translation from an official authority.

## 9.0 RELEVANT GCA STAFF

The following parties are responsible for the implementation and adherence to this policy:

- DIRECTOR/CEO
- Finance officer
- Accounts administrator
- Administration Team.

## 10.0 ASSOCIATED DOCUMENTS

1. Continuous Improvement & Quality Enhancement Procedure
2. DSCW Form
3. Application for Refund Form
4. Student Complaints and Appeals Policy
5. Student Complaints /Appeals Form

## 11.0 QUALITY ASSURANCE



The Finance officer conducts an annual review of all materials and reports any issues to the Managing director for resolution.

## **12.0 POLICY REVIEW**

This policy is designed to meet the needs of GCA and is in alignment with all relevant regulations and requirements.