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## **Refund Policy and Procedure - CRICOS**

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### Introduction

House of Learning Pty Ltd, trading as Builders Academy Australia (BAA) ensures that where International Students request a Refund to in relation to a CRICOS Registered Course that there is a fair and equitable process in place to guide International Students and Staff. BAA ensures that it has can manage requests for Refunds from International Students as they arise.

### Purpose

This Policy and Procedure outlines BAA's procedure for assessing and approving a Refund for an International Student in accordance with the requirements of the National Code 2018 -Standard 3 and ESOS Act 2000.

This Policy and Procedure will ensure that all clients of BAA are made aware of the *Refund Policy and Procedure* for International Students. Students are advised to access this Policy and Procedure before an International Student accepts and signs their Written Agreement and again at the mandatory orientation session.

All BAA Staff and Education Agents are provided with a copy of the Refund Policy and Procedure as part of their induction.

### Scope

This Policy and Procedure applies to all BAA operations as they relate to International Students and covers the Refund process for all fees payable for training services provided within BAA's Scope of Registration.

The terms and conditions of this Policy and Procedure apply to all International Students, whether they are waiting to commence or are continuing studies.

### Responsibilities

Student Administration

### Definitions

**International Student** means International Students or intending International Students on a Student Visa under the Migration Act 1958.

**Provider Default** means where BAA is not able to provide the CRICOS registered course that it has offered to an International Student. This may include where BAA is no longer registered to offer CRICOS or any CRICOS registered course that might be relevant to an International Student's enrolment at BAA.

**Student Default** means:

- The CRICOS registered course starts on the agreed starting day, but the Student does not start the course on that day (and has not previously withdrawn); or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 CRICOS registered course (either before or after the agreed starting day); or
- The Registered Provider of the CRICOS registered course refuses to provide, or continue to provide, the course to the Student because of one or more of the following:
  - The Student failed to pay an amount payable to the Registered Provider for the course;
  - The Student breached a condition of their Student Visa;
  - Misbehaviour by the Student.

**Tuition Fees** include fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the Student's course (whether mandatory or not), or are intended to assist the Student to progress in their course, or are ancillary to the activities that form part of the Student's course listed previously.

**Non-Tuition Fees** include books and equipment, Overseas Student Health Cover (OSHC) - health insurance, administration, accommodation, and assistance to apply for or hold a Student Visa.

**Application Fee** means the fee paid by the Student to BAA for the cost of processing a Student application. This fee is not calculated as part of the total course fee.

**Total Course Fees** means the Tuition and Non-Tuition fees paid by the Student except for the Application Fee.

**Change of Course Fee:** means a fee is applied if the Student wishes to change their course after the issuance of a Confirmation of Enrolment (CoE)

**Course Variation Fee:** means a fee is applied if a Student wishes to change the start date of the course after issuance of the Confirmation of Enrolment (CoE) or if the Student wishes to Suspend their studies for a period of time.

## Policy Statement

BAA's *Refund Policy and Procedure - CRICOS* includes provision for Refunds of tuition fees. Refunds for OSHC should be referred to the OSHC Provider (where relevant). Refunds for accommodation services (where relevant), airport pickup (where relevant) should be referred to the relevant Services Provider.

This Policy and Procedure applies to all intending, commencing and continuing International Students. As soon as an International Student accepts a place offered by BAA in the Written Agreement and pays the associated fees, a binding contract is created between the Student and BAA.

Where an application for an initial Student Visa is refused, the Department of Home Affairs (DHA) processing office will issue a letter to confirm that the Student Visa application has been refused. A copy of this letter must be provided to BAA as evidence of Visa refusal and in order for the Student to obtain a Refund in accordance with the *Refund Policy - CRICOS*. Where the refusal letter is not provided, the Refund will be calculated as per a Student withdrawal in accordance with the table on the following pages.

Where a Student defaults in accordance with the meaning given in this Policy and Procedure, the Cancellation and Refund fees in the tables that follow will prevail. In all cases of Student default, International Students will have access to BAA's *Complaints and Appeals Policy and Procedure*.

All International Students who apply for a Refund under this Policy and Procedure are afforded the principles of natural justice, including the ability to lodge a complaint or appeal against any decision relevant to an application for Refund request.

This Policy and Procedure and the availability of BAA's Complaints and Appeals processes, do not remove the right of any Student to take action under Australia's Consumer Protection Laws.

## 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 are able to either:

- Complete their studies in another course or with another Education Provider; or
- Receive a Refund of their unspent tuition fees.

In the unlikely event that BAA is unable to deliver a course International Students have paid for and BAA does not meet its obligations to either:

- Offer International Students an alternative course that they accept; or
- Pay International Students a Refund of their unspent prepaid tuition fees (this is called a Provider's 'Default obligations');

The TPS will assist those International Students in finding an alternative course or to get a Refund if a suitable alternative is not found.

## Procedure

### Requirements for Applying for a Refund

All International Students seeking a Refund for any purpose must complete the *Application for Refund Form* and supply any supporting evidence as required. It should be noted that making an application for a Cancellation of enrolment or a Letter of Release are not indicators that you are also seeking a Refund and an *Application for Refund Form* must be completed at all times a Refund is being sought.

A Refund will not be provided in the following circumstances:

1. Where the International Student still has fees outstanding;
2. Where equipment and/or resources on loan to the International Student from BAA have not been returned;
3. A Complaint or Appeal is in progress that is related or linked to the application for a Refund.

Refunds will be provided into the International Student's nominated Bank account in their own name, unless otherwise advised on the application form. In the event that the International Student is deceased or incapable of nominating a bank account, the Refund will be provided to the Parent or Legal Guardian as nominated on the International Student's emergency contact details form.

Under no circumstances will an International Student's Refund be paid to an Education and/or Migration Agent or other third party without the International Student's written consent and that consent is written in the English language.

Where a Refund is processed for overseas payments for International Students in accordance with this Policy and Procedure, International Students will be charged any bank fees associated with the transfer of funds. This is because BAA absorbed the costs of the bank fees in receiving the fees upon initial payment.

In all cases where a Refund is approved and processed, the International Student will receive a written statement that details how the Refund was calculated and where it was paid into. In all cases where an International Student applies for a Refund and the Refund is declined, a written statement will be provided to the International Student outlining the reasons for the decision by BAA to reject the application for a Refund.

The Student agrees to repay BAA (on demand) any payments credited to the Student in error. BAA reserves the right to offset the amount of any over-payment made in error against any liability (including any future debt) owing to BAA by the Student.

All Refunds, except those for Provider Default, will be processed within fourteen (14) days.

### **Refunds after BAA Provider Defaults**

In the unlikely event of BAA Provider Defaults, then all unspent pre-paid tuition fees to date will be Refunded to the Student within fourteen (14) days of the default day. Other associated fees may be Refunded.

Alternatively, the Student may be offered enrolment in an alternative course (this course may or may not be with an alternative Provider) at no extra cost with any unspent tuition fees transferred to the new course and where relevant, the new Provider. The Student reserves the right to accept either the Refund amount or a place in another course.

Where the Student accepts a Refund of unexpended pre-paid tuition fees from the Tuition Protection Service (TPS), they will be required to comply with all relevant immigration requirements and should note that this may have an impact on their Student Visa. Where the Student wishes to obtain further information about the Tuition Protection Service (TPS), it can be found at the following website:

<https://tps.gov.au/StaticContent/Get/StudentInformation>

Finally, if the BAA cannot place the Student in a suitable alternative course and is unable to offer a Refund of unspent tuition fees, the TPS will attempt to place the Student in a suitable alternative course or, if this is not possible, Students will be eligible for a Refund as calculated by the TPS.

If BAA is not in a position to Refund the unexpended pre-paid tuition fees, BAA will notify the TPS Director within three (3) business days of the default or intention to default. At this time, BAA will have fourteen (14) days to satisfy its tuition protection obligations to current Students. Subsequent to the fourteen (14) days lapsing, BAA will have a further seven (7) days to advise the TPS Director of the final outcome.

For further information relating to the Tuition Protection Service (TPS), see Appendix A for a diagram provided for International Students by the TPS. Appendix B has a more comprehensive overview of these arrangements as provided by the TPS.

## Refunds - All BAA Courses

THIS POLICY AND PROCEDURE APPLIES TO ALL BAA COURSES			
Reason for Refund	Notification Period	Cancellation Fee	Refund Amount
<b>Student's application for a Student Visa unsuccessful</b>	<i>Before Semester/education service commences.</i>	Application Fee only (to cover the costs of processing the application).	Full Refund <b>less</b> the following amount: <ul style="list-style-type: none"> <li>\$175 Application Fee</li> </ul>
<b>Student with a Student Visa withdraws</b>	<i>More than ten (10) weeks before education service commences</i>	90% of fees for that study period.	Full Refund less maximum of 10% or \$1,000, whichever is the lesser, for administrative fees.
	<i>More than 4 weeks and up to ten (10) weeks before education service commences.</i>	30% of fees for that study period.	70% of course fees less maximum of 10% or \$1,000, whichever is the lesser, for administrative fees.
	<i>Four (4) weeks or less before education service commences</i>	60% fees for that study period.	40% of course fees, maximum of 10% or \$1,000, whichever is the lesser, for administrative fees.
	<i>After education commences and during first four (4) weeks</i>	70% of fees for that study period.	30% of course fees, maximum of 10% or \$1,000, whichever is the lesser, for administrative fees.
	<i>After the fourth (4<sup>th</sup>) week.</i>	100% of fees for that study period.	Not eligible for any Refund.
<b>NOTE:</b>			
<ol style="list-style-type: none"> <li>Where an International Student cancels their enrolment and has tuition fees outstanding (in other words, they have not maintained their course fee payments in accordance with their payment plan and Student Visa conditions), the Cancellation fees above still apply and the fees owing would still be payable by the International Student.</li> <li>Where an International Student has paid for more than one (1) study period in advance and is seeking a Refund, the above Refund Policy applies to all unspent tuition fees for the current study period and all subsequent study periods are Refunded in full.</li> </ol>			

THIS POLICY AND PROCEDURE APPLIES TO ALL BAA COURSES			
Reason for Refund	Notification Period	Cancellation Fee	Refund Amount
<b>If BAA withdraws offer, fails to provide program offered or terminates an Education Service</b>	Before and After education commences	Nil	BAA will Refund the Student the amount of any unspent pre-paid tuition fees.
<b>If BAA withdraws a Student from the College because the Student has seriously breached International Student Visa conditions or BAA policies and procedures</b>	Before and After education commences	No Refund of fees for that study period and 60% of pre-paid fees for the subsequent study period.	No Refund of the course fees and 100% of fees applicable to a subsequent course.

### Non-Tuition Fee Payments

THIS POLICY AND PROCEDURE APPLIES TO ALL NON-TUITION FEE PAYMENTS AT BAA	
<b>OHSC</b>	Contact OSHC Provider Direct
<b>Application Fee</b>	Non Refundable
<b>NOTE:</b> If Students have paid money directly to an Accommodation/Homestay Provider/Booking Service, this Refund Policy and Procedure does not apply and Students should contact the Service Provider directly.	

### Application for Refund and Processes

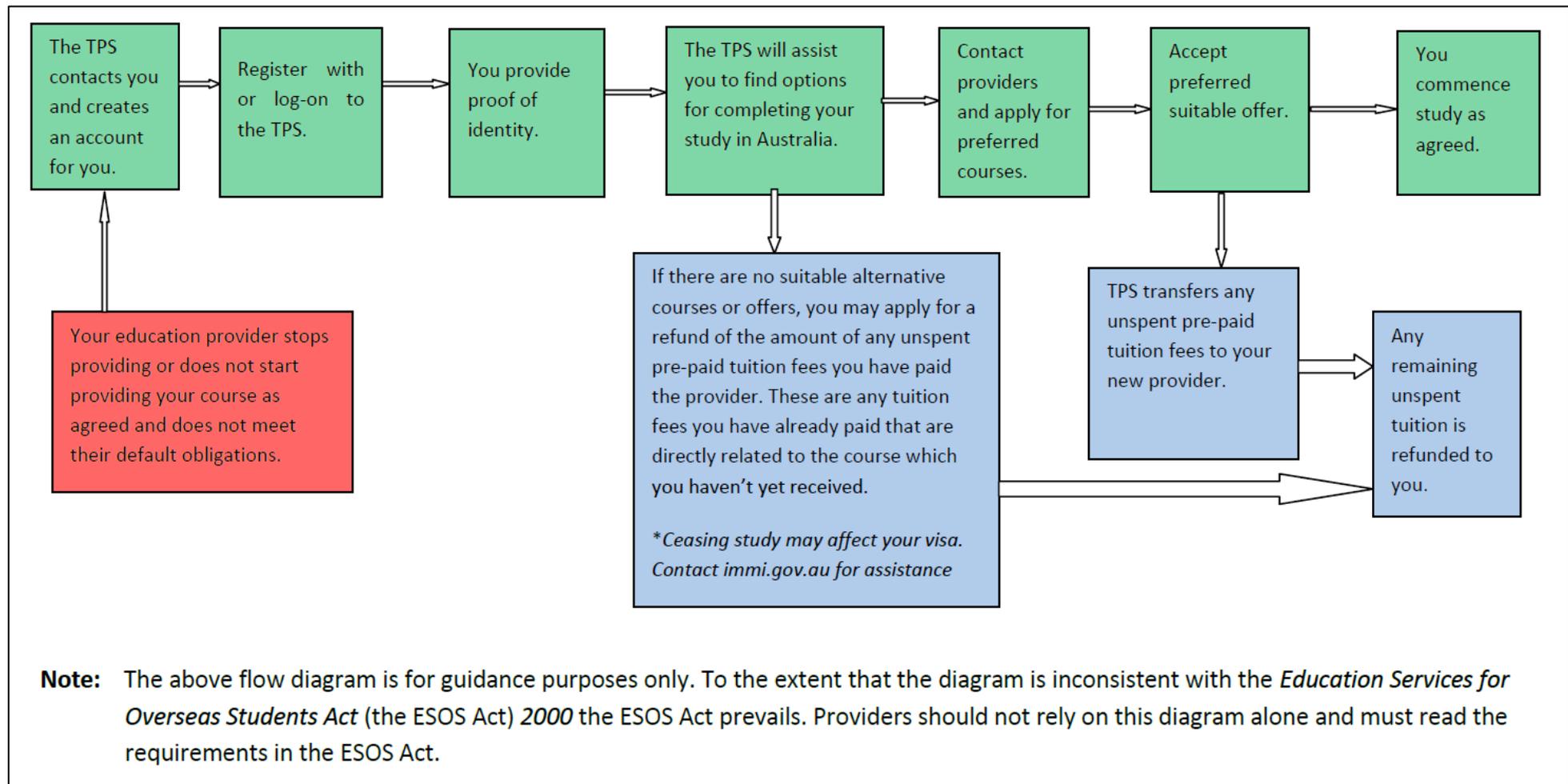
- If Students are eligible for a Refund they should apply in writing using the Application for Refund Form. This form can be delivered in person to Student Administration or alternatively, returned by post to:
 

Student Administration  
BUILDERS ACADEMY AUSTRALIA (BAA)  
LOCKED BAG 4002  
SOUTH MELBOURNE 3205 VICTORIA, AUSTRALIA
- Students should attach any supporting documents with their application.
- Student Administration will review the application for Refund and the supporting evidence. It is the Student's responsibility to provide BAA with all relevant documentation to support their application.
- Student Administration will make a decision whether to Refund the paid fees based on the Student's claims.
- Student Administration will write to the Student, normally within fourteen (14) days, advising the Student of the outcome. If the Student's application for Refund is successful, a direct deposit will be made into the International Student's nominated bank account. Students must allow up to fourteen (14) working days for a Refund to be processed.

## Related Documents

- Application for Refund Form;
- Marketing and Promotions Materials Policy and Procedure;
- Governance Management Policy and Procedure;
- Complaints and Appeals Policy and Procedure;
- Course Progress Policy and Procedure.

## Appendix A | The TPS Overview - How Does It Work for International Students?



Document Control			
Version	Date	Author	Change Description
1.0	1 June 2018	BAA	Creation of Policy
2.0	6 October 2019	BAA	Updated to incorporate amendments from ESOS Regulations 2019
3.0	30 April 2020	BAA	Review and Update as Required