



Registered Training Organisation: 45445

CRICOS Provider: 03728B

REFUND POLICY AND PROCEDURE - INTERNATIONAL

Policy code	RPP - 001	Version 2.3	Effective date: January 2021	
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PURPOSE

This policy outlines the circumstances under which refunds are available and clearly sets out the refund which will be provided to the student at various milestones along the timeline of the students' enrolment, both prior to and following commencement of study.

Definition of "College" – St Basil's RTO, for the purpose of this policy, any reference to 'College' should be considered a reference to the St Basil's RTO.

Definition of "International students" – The College defines an International Student as someone who is not an Australian citizen or permanent resident or a New Zealand citizen or a permanent visa holder. This definition includes students studying onshore on a range of temporary visas (working holiday visa, tourist visa, student visa etc) or offshore as an online student. Information that applies only to students studying on specific visa classes (e.g. Student Visa) is specified when relevant. It should be noted that all international students pay fees specified for international students, regardless of visa subclass.

Scope:

- All international students
- Students Services

POLICY STATEMENT

International student tuition fees are charged per term and students are invoiced for each study period. This policy is consistent with the Education Services for Overseas Students Act (ESOS Act) 2000. College fees for international students apply to persons living and studying in Australia who do not have permanent resident status in Australia. Should students wish to appeal any decision made concerning refunds this Policy and the availability of the complaints and appeals procedures for International students do not remove the rights of a student to take action under Australia's consumer protection laws.

TERM DATES

Terms are the official count of the student population for each study period in each course and subject. St Basil's RTO's Term date for each advertised starting day for a study period, which means all enrolments need to be finalised two weeks before the advertised starting date. Students who lodge their application to Defer, Suspend or Cancel Enrolment (withdraw) on or before the cut-off date for a course will be withdrawn or granted a deferral or suspension without penalty; all associated tuition fees will be refunded according to the Cancellation Fees Schedule below.

Post cut-off date: New students and continuing students who lodge their application to Defer, Suspend or Cancel Enrolment (withdraw) from a course after the census date will be withdrawn or granted a deferral or suspension and associated tuition fees will be retained by St Basil's RTO according to the Cancellation Fees Schedule below. An enrolling student may defer for no longer than 6 months, and a student-initiated suspension may not exceed 12 months. No credits are provided when withdrawing from subjects or units of study.

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REFUND AMOUNTS

If a student visa is refused, St Basil's RTO will retain 5% of the total course fees paid up to a maximum amount of \$500. Other refund amounts are set out in the table below. The enrolment fee of AUD \$250 is only refundable if St Basil's RTO defaults in the delivery of a course before it starts.

St Basil's RTO charges a fee for students dropping or swapping subjects and different fees are applicable at various stages of a study period. The fee applied is related to the timing of the cancellation/withdrawal. A fee charged for withdrawing from a subject is referred to as a Cancellation Fee (see the Fees, Fee Protection and Refund Policy and Procedure form for further information).

CANCELLATION FEES SCHEDULES

REASON FOR OR TIMING OF WITHDRAWAL/CANCELLATION	REFUND PROVIDED	CANCELLATION FEES (RETAINED BY St Basil's RTO) NON-AWARD SUBJECTS
Cancellation more than 1 month prior to course commencement date	Full refund of tuition fees provided.	20% per subject
Cancellation after start of term, up to 1 week of the course	Full refund of tuition fees provided.	20% per subject
Cancellation after a week of the course starting	No refund of tuition fees provided.	Full tuition fees for the study period
Cancellation of student's enrolment due to student default (see Student Default section below)	No refund of tuition fees provided.	Full tuition fees for the study period
In the event of provider default*	Full refund of all unused tuition fees	Nil

NOTE:

'Tuition fees' refers to the cost of tuition only and does not cover enrolment fees, books, uniforms, equipment or compulsory international health insurance. If a student chooses to withdraw from a course, the appropriate cancellation fee according to the schedule above, is charged. In limited special circumstances the College Manager or Student Services may choose to waive all, or part of the cancellation fees and other charges as set out in the Cancellation Fees Policy.

International students on a student visa must remain enrolled in a full-time workload at all times unless the enrolment load has been reduced as part of a documented intervention strategy and special consideration application, or an approved credit application implemented by St Basil's RTO.

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STUDENT DEFAULT

(APPLIES TO ALL INTERNATIONAL STUDENTS)

An international student or intending overseas student defaults, in relation to a course at a location if:

- a. 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)
- b. The student cancels their enrolment in a course at the College (either before or after the agreed starting day);
- c. The student does not meet the conditional course requirements (including does not pass a Working with Children Check or First Aid Certificate); or St Basil's RTO 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 St Basil's RTO, directly or indirectly, in order to undertake the course;
 - The student breached a condition of his or her visa;
 - Misconduct by the student (Refer to the Plagiarism, Cheating and Collusion Policy and the Student Misconduct Policy – Refer to Student Handbook).

NOTE:

Student Default does not include student visa refusal. In this case, St Basil's RTO will only retain 5% of the total course fees paid up to a maximum amount of \$500.

PROVIDER DEFAULT (APPLIES TO STUDENTS STUDYING ON A STUDENT VISA ONLY)

After a student has accepted an offer of enrolment at St Basil's RTO, in the unlikely event that the College is unable to deliver the course as offered, any tuition fees paid by the student for current and future term/trimesters will be refunded in full within 14 days of the agreed starting day of the course or the day on which the course ceases to be provided.

Alternatively, a student may be made an offer by St Basil's RTO to enrol in an alternative course for a cost no greater than the cost of the originally offered course of study. In this case the student will be given a choice between a refund and an alternative course. The following steps must be followed by St Basil's RTO in the event of provider default:

Step 1 – Provider default occurs

St Basil's RTO 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 St Basil's RTO 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, St Basil's RTO must notify the Secretary and the Tuition Protection Scheme (TPS) Director of the default within 3 business days of the default occurring. St Basil's RTO 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, St Basil's RTO has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to affected students studying on a student visa. If St Basil's RTO 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.

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Policy code	RPP - 001	Version 2.3	Effective date: January 2021
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Step 4 - Notification of the outcome - discharge of obligations

Under section 46F of the ESOS Act, St Basil's RTO has 7 days after the end of its obligation period to give a 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 St Basil's RTO does not meet its obligations affected students studying on a student visa may be assisted by the TPS Director.

PROCESS FOR CLAIMING A REFUND

Before a student can apply for a refund:

- St Basil's RTO must have received money into its accounts as cleared funds
- The student's course or subject withdrawal/ cancellation must have been processed, and the student must pay/settle any other debts owing to St Basil's RTO, such as cost of uniform provided. If you fail to do so, St Basil's RTO reserves the right to deduct outstanding debts from the refund amount.
- Students should refer to this policy to check whether their refund claim is valid. If unsure, the student should seek advice from Student Services.
- Students are required to write to the College Manager or Student Services requesting a refund of their fees. This application must be submitted on the required form (International Refund Request Form for tuition fees) and include the reason the request is being submitted and documentary evidence should be attached.
- Once the student's request has been received and the approval process completed, Student Services will contact the student with information regarding the approval or decline of the refund requested.
- If a student's refund request is valid, a refund will be made within four weeks of St Basil's RTO approving the request.
- Refunds will be made by EFT in Australian dollars only.
- Refunds will only be made to a nominated person/sponsor who initially paid the student fees.
- Scholarship and sponsored students' refunds will only be paid to the scholarship provider or sponsoring body.

If a student is dissatisfied with the outcome of the refund request, the student may lodge an appeal with the College Manager within 20 working days of being informed of the decision. The formal complaints and appeals procedure begin when the student completes the formal complaints form and submits the completed form directly to Student Services.

Fee Protection Policy

International student fees are deposited into a separate bank account. St Basil's RTO utilises the Tuition Protection Service (TPS). The 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 ensure that international students are able to either:

- Complete their studies with another course or
- With another education provider.

DEFINITIONS

Agreed Starting Day – as per the ESOS act – is for a course and means the day on which the course was scheduled to start, or a later day agreed between the registered provider for the course and the student.

Course – is an accredited qualification with an approved sequence of subjects for academic study known as the course structure.

ESOS – Education Services for Overseas Students. A legislative framework, administered by the Australian Government, addressing the responsibility of education institutions towards overseas students

Special Consideration – Compassionate and/or compelling circumstances beyond the student's control.

Student – is an individual person who is formally enrolled to study at St Basil's RTO. The individual person is that who appears on the College's documents such as enrolment, admission and payment documents, and who is assigned an individual student ID.

Subject/Unit - means the smallest stand-alone component of a student's course for which a grade is assigned on a student's transcript.

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FUTHER INFORMATION

Support Research and Analysis: Not Applicable

Related Documents: International Refund Request Form

Related Legislation: The Education Services for Overseas Students (ESOS) Act 2000