

## Policy & Procedure - Refund [RTO S5 & ESOS-S3]

### Purpose

The Lawson College Australia under the ESOS Act 2000 and the National Code 2018 must have in place a Refund Policy and Procedure which is to be provided international students studying in Australia on a student visa, before formalisation of their enrolment.

This policy and associated procedure outlines how Lawson College Australia ensures the above requirements are met.

### Scope

This Refund Policy applies to:

- International students studying at Lawson College who are 'overseas students' as defined in the National Code.
- Staff of the Lawson College Australia involved in the payment and refund of international tuition fees paid to the Lawson College of Australia.

### Definitions

<b>Application Fee</b>	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 Lawson College. 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 Lawson College. The Application Fee is subject to change.
<b>AQF</b>	Australian Qualifications Framework
<b>ASQA</b>	Australian Skills Quality Agency
<b>CoE</b>	Confirmation of Enrolment document issues through PRISMS for student to apply for a student visa
<b>Course</b>	A full-time registered Course offered by Lawson College and registered in accordance with the requirements of the ESOS Act. Also known as Program
<b>Course Acceptance Fee</b>	The fee payable, if any, set out in the Letter of Application, Student Written Agreement or Conditions of Acceptance to accept the Courses / Programs offered to the Student.
<b>Course Credit</b>	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 Credit cannot be rescinded unless compelling education reasons are presented.
<b>Credit Transfer</b>	Students who have completed a Nationally Recognised qualification / unit that have the exact same code as a unit currently enrolled will be eligible for credit transfer for the particular unit(s). The student must provide the original certificate to be sighted by the Lawson College to verify the Credit Transfer.
<b>Domestic Student</b>	Refers to all students who are not overseas fee paying students.
<b>ELICOS</b>	English Language Intensive Courses for Overseas Students. An ELICOS course is: <ul style="list-style-type: none"> <li>• Solely or predominantly of English language instruction; and</li> <li>• Provided to an overseas student as defined in section 5 of the ESOS Act</li> </ul>
<b>ELICOS Standards</b>	The ELICOS Standards outline specific quality requirements for registered providers and are in addition to the National Code requirements.
<b>Enrolment</b>	The process whereby a person registers as a student of Lawson College.

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<b>Enrolment Fee</b>	The fee payable, if any, set out in the Letter of Application, Student Written Agreement or Conditions of Acceptance to make an enrolment to study the Course at Lawson College. The Enrolment Fee, if applicable, comprises a non-refundable fee covering the cost of enrolment. The Enrolment Fee is subject to change
<b>ESOS</b>	Educational Services for Overseas Students Act 2018 as amended from time to time
<b>ESOS Act</b>	Means the <i>Education Services for Overseas Students Act 2000 (Cth)</i> , as amended from time to time.
<b>ESOS Regulations</b>	Means the <i>Education Services for Overseas Students Regulations 2001 (Cth)</i> .
<b>International Student</b>	A person holding an Australian student visa and defined as an 'Overseas Student' in the ESOS Act
<b>Letter of Offer</b>	means a letter to the Student offering the Student a place in a Course or Courses at Lawson College.
<b>Material Fees</b>	Covers the cost of materials and other incidentals. The material fee for each course covers the actual cost of essential materials required for the successful undertaking of the course. This fee will vary according to the course being undertaken.
<b>National Code</b>	The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018
<b>Principal Course</b>	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.
<b>Student</b>	A Student who is enrolled at Lawson College and includes both prospective Students and enrolled Students who are 'overseas students' as defined in the National Code and hold student visas as defined by the ESOS Act, and to students of Lawson College who do not hold student visas and are studying off shore but does not include domestic Students.
<b>TPS</b>	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. The TPS will contact the Student and place the Student in a suitable alternative course at another education provider at no extra cost. If there are no suitable alternative courses or offers, the Student may apply for a refund of the amount of any unspent Tuition Fees. 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>
<b>Recognition of Prior Learning</b>	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.
<b>Term [Also referred to as compulsory study period]</b>	A compulsory study period is one in which the student must enrol unless granted a deferment or suspension from enrolment or leave of absence. A compulsory study period does not include periods in which the student can elect to undertake additional studies. A compulsory study period at Lawson College Australia is one term - a period of time that reflects the Victorian Government Education and Training term dates and breaks, for Schools
<b>Tuition Fees</b>	The fees which is directly related to the provision of the course that Lawson College is providing or offering as determined by Lawson College 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="http://lawsoncollege.edu.au/international-student-policies/">http://lawsoncollege.edu.au/international-student-policies/</a>
<b>Units</b>	A discrete component of a course/program. Also known as subjects/modules
<b>Deferral</b>	Deferment of an enrolment means temporary postponement in the commencement of a Course. Deferral may be initiated by a Student or Lawson College.
<b>Suspension</b>	Suspension of an enrolment means placing Student's enrolment temporarily on hold. Suspension may be initiated by Lawson College or by the Student.
<b>Cancellation</b>	Cancellation of an enrolment is permanent cessation of Student's enrolment that may occur upon Student's request or may be initiated by Lawson College (termination). A Student whose enrolment has been cancelled is no longer a Lawson College Student and therefore cannot attend classes, submit assessment tasks or attend Lawson College events as a Lawson College Student.

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## POLICY

### Total Refunds

- Tuition Fees will be refunded in full, less any pre-paid Tuition Fees spent in providing the service to the Student where a Provider Default, Visa Refusal Event or Special Circumstances Event as defined below occurs:

#### Provider Default

Under section 46A of the ESOS Act a "Provider Default" occurs if:

- Lawson College fails to start providing the Course to the Student at the location and on the starting day specified in the Letter of Offer; or
- after the Course starts but before it is completed, the Course ceases to be provided to the Student at the location(s) specified in the Letter of Offer, and the Student has not withdrawn from the Course before the default day.

For the avoidance of doubt, a "Provider Default" occurs if Lawson College is prevented from providing a Course at the location(s) and on the starting day specified in the Letter of Offer because a sanction has been imposed on Lawson College under Part 6 of the ESOS Act; and

For the avoidance of doubt, Lawson College does not default, in relation to a Student or intending Student pursuant to sub-clause (i) above if Lawson College fails to start to provide the Course, or the Course ceases to be provided, to the Student because the *Student defaults* in relation to the Course because one of more of the following events outlined below in **Student Default**: (i) to (iii).

#### Student Default

- the Student failed to pay an amount he or she was liable to pay Lawson College, directly or indirectly, in order to undertake the Course;
- the Student breached a condition of his or her Student visa; or
- misbehaviour by the Student.

#### Refund as related to Provider Default

In the event of a course not being delivered, Lawson College will offer refund or an alternative Course. If there has been a Provider Default, Lawson College will notify the Students affected by the Provider Default in writing within 3 business days of the default occurring. The Students affected will be offered a refund of all the unspent Tuition Fees and if the Student accepts the refund will be paid to the Student within 14 working days from the day the default occurred. Alternatively, the Student may be offered enrolment in another course by Lawson College at no extra cost and for which the Student meets the entry requirements. The Student will have the right to choose whether the Student would prefer a refund of unspent Tuition Fees, or to accept a place in another Course. If the Student chooses placement in another Course, Lawson College will ask the Student to sign a document to indicate that the Student accepts the placement.

Where Lawson College is unable to meet its obligations of providing the Student with a refund or an alternative Course the Student will benefit from the Tuition Protection Services (TPS). The TPS is an initiative of the Australian Government to assist international students whose providers are unable to fully deliver their course of study. The TPS will contact the Student and place the Student in a suitable alternative course at another education provider at no extra cost. If there are no suitable alternative courses or offers, the Student may apply for a refund of the amount of any unspent Tuition Fees. For further information please visit the following link: <https://tps.gov.au/StaticContent/Get/StudentInformation>

#### Visa Refusal Event

The Student may apply for a refund of the amount of any unspent pre-paid Tuition Fees paid by the Student for that Course if:

- the Student has been refused an Australian Student Visa and has not started the Course; or
- the Student has been refused an Australian Student Visa and has started the Course.

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In either case a refusal letter is required to be provided to Lawson College to determine the default date. A refusal letter includes the 'notification of refusal of application' and the 'Decision Record' outlining why the applicant's visa application has been refused. Where an Application for Refund is made, the Student must provide at the time of making the application documentary evidence to the satisfaction of Lawson College of the grounds upon which special circumstances apply.

### Special Circumstances Event

The Student may apply for a refund of the amount of any unspent pre-paid Tuition Fees paid by the Student for that Course if:

- (i) illness or disability prevents the Student from taking the Course;
- (ii) a Student fails to meet the English or other requirements for admissions for the Course;
- (iii) prior to the commencement of the Course, the Student has been excluded from Lawson College for failure to meet progression rules and where fees were paid in advance of notification of the exclusions;
- (iv) there is death of a close family member of the Student (parent, sibling, spouse or child) preventing the Student from taking up the Course; or
- (v) other special or extenuating circumstances including political, civil or natural events, are accepted at the discretion of the CEO or his or her nominee, as preventing the Student from taking the Course.

Where an Application for Refund is made, the Student must provide at the time of making the application documentary evidence to the satisfaction of Lawson College in support of one or more of the grounds listed in items (i) to (v) above

### Partial Refunds

1. Partial refunds of the amounts specified below will be provided in the following circumstances:
  - i. where Lawson College withdraws the offer set out in the Letter of Offer based on incorrect or incomplete information supplied by the Student, all Tuition Fees paid for the term period are refundable less a \$1000 (including GST of 10%) and any Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee
  - ii. the Student, after accepting a Letter of Offer, defers, suspends, cancels from the Course at the location(s) specified in the Letter of Offer at least 8 weeks or more before the commencement of the Course - 100% of the Tuition Fees paid for that term and any future terms are refundable, less a \$1000 (including GST of 10%) and any Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee
  - iii. the Student, after accepting a Letter of Offer, defers, suspends, cancels or withdraws from the Course at the location(s) specified in the Letter of Offer less than 8 weeks before the commencement of the Course - 50% of the Tuition Fees paid for that term and any future terms are refundable, less a \$1000 (including GST of 10%) and any Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee.

### No Refunds

1. Fees not expressly listed in the refund section are not refundable. Non-refundable fees include for the avoidance of doubt, any Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee.
2. Payment made towards Overseas Student Healthcare Cover (OSHC) is subject to the OSHC provider's refund policy and procedures.
3. There will be no Tuition Fee reduction / exemption granted for Students who complete a unit of competency / qualification earlier than the proposed end date.
4. There is no refund if Lawson College refuses to provide, or continue providing, the Course to the Student at the location(s) specified in the Letter of Offer because of: (A) the Student failed to pay an amount he or she was liable to pay to Lawson College, directly or indirectly, in order to undertake the Course; (B) the Student breached a condition of his or her student visa; (C) misbehaviour by the Student.
5. There is no refund if the Student was refused a Student visa and the refusal was by reason for one or more of the following acts or omissions by the Student that directly or indirectly caused the Student to default in relation to the Course at the location(s) specified in the Letter of Offer: (A) the Student's failure to start the Course at the location on the agreed starting date in the Letter of Offer; (B) the Student's deferral, suspension or cancellation from the Course at the location(s) in the Letter of Offer; (C) the Student's failure to pay an amount he or she was liable to pay Lawson College, in order to undertake the Course at that location in the Letter of Offer.
6. There are no refunds on tuition fees for RPL units.

### Credit Balances

1. Students can apply for a refund of a credit balance, created by overpayment, only if they have no other debts owing to Lawson College. Refund of overpayments will only be made in the currency of the Student's country of permanent residence and payable in that country.

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Normally overpayment (excess payment) of Tuition Fees resulting in a credit balance on the Student's account will automatically be transferred as payment or part payment of the Student's fees payable for the next term or to other outstanding debts owing to Lawson College. It is the responsibility of the Student to be aware of all credit amounts (excess payments) on their account and to maintain current address and contact details

2. Credit amounts on a Student's account up to and including A\$100 will be forfeited to Lawson College and processed as a forfeit of an insignificant credit balance. Lawson College deems that credit balances are insignificant balances if the credit balance is less than \$100 and the Student's program status is inactive for more than one (1) term.
3. Students with unclaimed credit amounts greater than A\$100 will be notified in writing of their credit amount if the Student's Program status is inactive for more than one (1) term. If refund applications are not received within six (6) weeks of the date of this written communication, credit balances will be deemed as unclaimed and dealt with by Lawson College according to the Unclaimed Monies Act 2008.

#### Process for Claiming Refunds

1. Refund applications for full or partial refunds must:
  - i. be made in writing on the Application for Refund Form; and
  - ii. set out the reasons for the application; and
  - iii. be accompanied by supporting documents as may be appropriate;
  - iv. and be forwarded to:

Student Administration,  
Lawson College of Australia, PO Box 7155, Dandenong VIC  
3175 [admissions@lawsoncollege.edu.au](mailto:admissions@lawsoncollege.edu.au)

2. The information provided by the Student on the Application for Refund Form must include:
  - i. the date of the claim;
  - ii. the Student's full name;
  - iii. the course in which the Student was enrolled;
  - iv. the basis for making the claim;
  - v. the amount claimed;
  - vi. the address to which the refund is to be forwarded;
  - vii. the Student's payment details;
  - viii. the Student's signature, and
  - ix. all documents relevant to the consideration of the claim.
3. Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to Lawson College.
4. A Refund Calculation Statement will be prepared 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. Lawson College is not liable for any variance from the foreign exchange rates fluctuations.

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5. The funds covering the Tuition Fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc).
6. All debts to the Lawson College must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.
7. Where a Student is dissatisfied with a decision to provide or not to provide a refund he or she may appeal that decision in accordance with Lawson College Student Complaints and Appeals policy. This policy can be found on the weblink <http://lawsoncollege.edu.au/international-student-policies/>
8. 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.

#### Payment of Refunds

1. Applications for refunds for students must be authorised by the Director of the College, or his or her nominee.
2. Where there has been a Provider Default, Lawson College will notify the Students affected by the Provider Default in writing within 3 business days of the default occurring. The Students affected will be offered a refund of all the unspent Tuition Fees and if the Student accepts the refund will be paid to the Student within 14 working days from the day the default occurred.
3. In any other circumstance, Lawson College will refund the amount within 4 weeks after receipt of the completed and signed Application for Refund Form together with appropriate supporting documents.
4. The date of the notification for application for refund is the date of the completed and signed Application for Refund is received by Lawson College Australia.

#### Document History and Version Control Table

Version Number	Date approved	Approved by	Type of change	Extent
V 1.0	18/09/2013	GRMC	N/A	No changes
V2.0	08/10/2015	GRMC	Merge	Updated and ASQA & ESOS policy merged
V2.1	18/09/2017	CEO	Minor	Formatting and editing
V2.2	08/01/2018	CEO	Minor	Updated in accordance with ESOS 2018
V2.3	19/09/2019	CEO	Minor	Updated in accordance with ESOS 2019
V2.4	18/02/2020	CEO	Minor	Updated definitions: ELICOS, ELICOS Standards, Material fees Formatting corrections

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