

## Policy & Procedure - Refund

[RTO S5 & ESOS-S3]

### Purpose

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 Australia 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 Australia.

*Note:* Lawson College Australia is not obliged to meet or respond in any form (phone, email etc) to any request received from the agent, lawyer or similar seeking personal information which may be perceived to have a conflict of interest or any commercial interest whatsoever. Any disclosure of personal information to a third party would be governed under Lawson College Australia's Privacy Policy.

### 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 Australia. 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 Australia. The Application Fee is subject to change.
<b>AQF</b>	Australian Qualifications Framework
<b>ASQA</b>	Australian Skills Quality Authority
<b>Cancellation of enrolment</b>	Cancellation Lawson College Australia 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 Lawson College Australia 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 Lawson College Australia Student and therefore cannot attend classes, submit assessment tasks or attend Lawson College Australia events as a Lawson College Australia Student. <i>See Policy – Defer, Suspend, Cancel Overseas Student Enrolment.</i>
<b>Cloud Learning @ Lawson</b>	Means the online method of delivery enabling structured formal learning that emulates the classroom environment using a learning management system (LMS), Moodle, that allows face to face interaction between the trainer and students and participation in various training and assessment activities. These activities can be synchronous (where the students and trainer participate at the same time) or asynchronous (where students and trainers are not necessarily expected to participate in sessions at the same time). Some of the interactive tools used may include videoconferencing applications (Big Blue Button, Zoom), chat rooms, white board, messaging etc. For any avoidance of doubt, Cloud Learning @ Lawson, may be offered to on-shore international students where classroom-based learning cannot be practically delivered due to extenuating/ exceptional circumstances (e.g. Government/Regulatory Authorities directives during the COVID-19 pandemic).
<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 Australia 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.

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<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 Lawson College Australia to verify the Credit Transfer.
<b>Deferral of enrolment</b>	Deferment of an enrolment means temporary postponement in the commencement of a Course. Deferral may be initiated by a Student or Lawson College Australia. See <i>Policy – Defer, Suspend, Cancel Overseas Student Enrolment</i>
<b>Distance/ on-line learning</b>	Distance learning is an umbrella term that covers ways in which training can be provided by an RTO remotely to a student, without face-to-face contact at a site. Perhaps the most common and widely recognised example of this is 'online learning', though distance learning can also include 'e-learning' and 'blended learning'. <a href="https://www.asqa.gov.au/distance-learning">https://www.asqa.gov.au/distance-learning</a> . Online learning is where training is delivered primarily via the internet, commonly using a learning management system (LMS) and can be synchronous or asynchronous. <a href="https://www.asqa.gov.au/distance-learning">https://www.asqa.gov.au/distance-learning</a>
<b>DoHA</b>	Department of Home Affairs (DoHA). The DoHA brings together Australia's federal law enforcement, national and transport security, criminal justice, emergency management, multicultural affairs and immigration and border-related functions, working together to keep Australia safe. <a href="https://www.homeaffairs.gov.au/">https://www.homeaffairs.gov.au/</a>
<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 Australia.
<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</i> (Cth), as amended from time to time.
<b>ESOS Regulations</b>	Means the Education Services for Overseas Students Regulations
<b>Full Time</b>	Means the normal amount of study for a particular Course which is approved by the accrediting authority for the Course.
<b>International Student</b>	A person holding an Australian student visa and defined as an 'Overseas Student' in the ESOS Act
<b>Learning Management System (LMS)</b>	An LMS provides a learning space online. Lawson College Australia uses the LMS Moodle, which enables students and staff to access student support services information and forms, course materials, submit assessments, gain feedback, communicate, see grades and much more all by logging in to their very own online account. See also <a href="#">Cloud Learning @ Lawson</a> .
<b>Letter of Offer</b>	Means a letter to the Student offering the Student a place in a Course or Courses at Lawson College Australia.
<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 Providers of Education and Training to Overseas Students 2018
<b>Non-Tuition Fees</b>	A fee that is not a tuition fee, and in addition to a tuition fee. Non-tuition fees include: Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee' and other services or items such as, uniforms, airport pickups, work-placements etc, as determined by Lawson College and advised in the Letter of offer, Written Student Agreement or Conditions of Acceptance, as being the non-tuition fees.
<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>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>Social distancing</b>	Social Distancing, also referred to as Physical Distancing, are measures to protect the health and well-being of the population imposed by Government Public Health officials to stop or slow down the spread of a highly contagious disease. <a href="https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert">https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert</a>

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<b>Student</b>	A Student who is enrolled at Lawson College Australia 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 Australia who do not hold student visas and are studying off-shore but does not include domestic Students.
<b>Suspension of enrolment</b>	Once a course has commenced Lawson College Australia or the student can initiate a suspension of their studies due to compassionate or compelling reasons. Students are advised to contact The Department of Home Affairs (DoHA) to determine if they must return home. <i>See Policy – Defer, Suspend, Cancel Overseas Student Enrolment.</i>
<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>	A 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>Tuition Protection Service (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>Units</b>	A discrete component of a course/program. Also known as subjects/modules.
<b>Written Agreement</b>	Education providers are required by the Education Services for Overseas Students Act 2000 (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 between the student and the education provider. A written agreement under Australian law, is in regard to acceptance of an offer of a course and must be in the form of a written agreement. This is the document that the student signs when they enrol with an education provider. In the written agreement, providers must give detailed information on: <ul style="list-style-type: none"> <li>• the course enrolled in</li> <li>• payment plan for tuition fees including the number and length of each study period</li> <li>• any non-tuition fees</li> <li>• refund entitlements in different situations</li> <li>• course requirements including minimum English language</li> <li>• requirements on attendance and making satisfactory progress; that is, that they must participate in scheduled classes in accordance with course timetables to make satisfactory course progress, and if they don't satisfactorily progress in their course, they will be in breach of a condition of their visa.</li> <li>• that ASQA may, at any time, require a training provider to implement policies and procedures to monitor minimum attendance requirements and if students don't meet these requirements, they will be in breach of their visa</li> <li>• any services that can support student safety, and</li> <li>• that the DoHA may cancel a student's visa if they fail to maintain their enrolment</li> </ul> <a href="https://www.asqa.gov.au/news-publications/publications/fact-sheets/overseas-student-attendance">https://www.asqa.gov.au/news-publications/publications/fact-sheets/overseas-student-attendance</a> July 2019)

## POLICY

### Total Refunds

1. Tuition Fees will be refunded in full, less any pre-paid Tuition Fee 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:

- (i) Lawson College Australia fails to start providing the Course to the Student at the location and on the starting day specified in the Letter of Offer; or
- (ii) 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.

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For the avoidance of doubt, a “Provider Default” occurs if Lawson College Australia 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 Australia under Part 6 of the ESOS Act; and

For the avoidance of doubt, Lawson College Australia does not default, in relation to a Student or intending Student pursuant to sub-clause (i) above if Lawson College Australia 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

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

## Refund as related to Provider Default

In the event of a course not being delivered, Lawson College Australia will offer refund or an alternative Course. If there has been a Provider Default, Lawson College Australia 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 Australia 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 Australia will ask the Student to sign a document to indicate that the Student accepts the placement.

Where Lawson College Australia 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:

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

In either case a refusal letter is required to be provided to Lawson College Australia 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 Australia 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 Australia 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.

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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 Australia 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 Australia 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%). Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable.
  - 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%). Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable.
  - 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%). Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable.

## No Refunds

1. Fees not expressly listed in the refund section are not refundable. Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable.
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 Australia 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 Australia, 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 Australia. Refund of overpayments will only be made in the currency of the Student's country of permanent residence and payable in that country.
2. 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 Australia. 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
3. Credit amounts on a Student's account up to and including A\$100 will be forfeited to Lawson College Australia and processed as a forfeit of an insignificant credit balance. Lawson College Australia 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.
4. 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 Australia according to the Unclaimed Monies Act 2008.
5. Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable.

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## 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. Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable.
4. 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 Australia.
5. 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.
6. The funds covering the Tuition Fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc).
7. All debts to the Lawson College Australia must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.
8. 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 Lawson College Australia Student Complaints and Appeals policy. This policy can be found on the weblink <http://lawsoncollege.edu.au/international-student-policies/>
9. 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 Lawson College Australia, or his or her nominee.
2. Where there has been a Provider Default, Lawson College Australia 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 Australia 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.

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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
V2.5	16/09/2020	QACC/CEO	Minor	Added Notes – page 1 Updated and added definitions: Cloud Learning @ Lawson, LMS, Distance/online learning, Social Distancing, Written Agreement Reformatted entire document Update references to College to Lawson College Australia
V2.6	30/06/2022	QACC	Minor	Removed Note about Cloud Learning (is described in definitions area) Updated definitions: Added non-tuition fees, updated tuition fees, updated written agreements. Clarified wording in Partial Refunds. Added clarification wording – “ <i>Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable</i> ” – in Sections: Partial Refunds, No Refunds, Credit Balances, and Process for Claiming Funds. Updated Footer content.

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