



## Policy & Procedure – Refund

### 1. Purpose

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

### 2. Scope

This Refund Procedure applies to:

- International students studying at Lawson College Australia who are 'overseas students' as defined in the National Code 2018.
- Staff of Lawson College Australia involved in the payment and refund of fees.

*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.

### 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 Lawson College Australia. The Application Fee is an administration 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.
AQF	The Australian Qualifications Framework (AQF) is the policy for regulated qualifications in the Australian education and training system. <a href="#">What is the AQF   AQF</a>
ASQA	The Australian Skills and Quality Authority (ASQA) is the national regulator for Australia's vocational education and training sector. <a href="#">About us   Australian Skills Quality Authority (ASQA)</a>
Cancellation of Enrolment	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. See Policy – Defer, Suspend, Cancel Overseas Student Enrolment.
CoE	A document, provided electronically, which is issued by the registered provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the registered provider.
Course:	means a full-time registered course or program offered by Lawson College Australia and registered in accordance with the requirements of the ESOS Act.
Course Credit	credit transfer means the process of recognizing and awarding credit for prior successful completion of an equivalent unit of competency or module.
Course Fees	As per ESOS <a href="#">Federal Register of Legislation - Education Services for Overseas Students (Calculation of Refund) Instrument 2024</a> course fees for a course is the sum of: (a) the tuition fees received by the provider in respect of the student; and (b) the non-tuition fees (if any) received by the provider in respect of the student.



Credit Transfer	Means 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.
Deferral of enrolment	Means temporary postponement in the commencement of a course. Deferral may be initiated by a student or Lawson College Australia.
Department of Home Affairs	Department of Home Affairs (DoHA) is responsible for central coordination, and strategy and policy leadership in relation to cyber and critical infrastructure resilience and security, immigration, border security and management, counter-terrorism, the protection of our sovereignty, citizenship and social cohesion. <a href="#">Department of Home Affairs</a>
ELICOS	English Language Intensive Courses for Overseas Students as per ELICOS Standards as per the ESOS Act.
Enrolment	The process whereby a person registers as a student of Lawson College Australia.
ESOS Act	Educational Services for Overseas Students Act 2000 as amended from time to time. The principal objects of the ESOS Act are to: provide tuition assurance and refunds for overseas students for courses for which they have paid; protect and enhance Australia's reputation for quality education and training services; and complement Australia's migration laws by ensuring providers collect and report relevant information relating to student visas.
ESOS Regulations	means the Education Services for Overseas Students Regulations 2019 (Cth.), as amended from time to time.
Full-time:	means the normal amount of study for a particular Course which is approved by the accrediting authority for the Course.
Governing person	Means any person responsible for overseeing, directing, or exercising a degree of control or influence over the management or operation of an NVR registered training organisation, including executive officers and high managerial agents.
International Student	means a person holding an Australian student visa as defined as an 'Overseas Student' in the ESOS Act.
Letter of Offer:	means a letter to the student offering the student a place in a Course or Courses at Lawson College Australia.
Material Fees	means a fee that covers the cost of items such as consumables, class materials, photocopying access etc. provided to the student.
National Code 2018	National Code of Practice for Providers of Education and Training to Overseas Students 2018. The National Code is a legislative instrument made under the Education Services for Overseas Students Act 2000 (ESOS Act) and sets nationally consistent standards to support providers to deliver quality education and training to overseas students. <a href="#">National Code of Practice for Providers of Education and Training to Overseas Students 2018 - Department of Education, Australian Government</a>
Non-Tuition Fees	<p><i>non-tuition fees</i>, for a course, means an amount of money that:</p> <p>(a) a provider receives, directly or indirectly, from:</p> <ul style="list-style-type: none"> <li>(i) an overseas student who is accepted for enrolment, or enrolled, in the course; or</li> <li>(ii) an intending overseas student who intends to become, or who has taken any steps towards becoming, accepted for enrolment, or enrolled, in the course; or</li> <li>(iii) another person who pays the amount on behalf of such an overseas student or intending overseas student; and</li> </ul> <p>(b) is not tuition fees. (<a href="#">Federal Register of Legislation - Education Services for Overseas Students Regulations 2019</a>)</p> <p>Section 7 of the ESOS regulations outline items which monies may be collected for that do not amount to a tuition fee. These monies must not be for matters ancillary and may include books or equipment sold to the student, health insurance, administration, accommodation (other than accommodation that the student occupies for a short time while undertaking training, excursions, fieldwork or practical experience), assisting the student to apply for or hold a student visa.</p>



Pre-paid fees	<p>means fees that are collected before the relevant services have been provided. These include payments made at any time before, during or after the student enrolls. Any payment received before a service is delivered is unearned revenue and is a liability that must be paid back, either through service delivery or as a refund. As per the <i>National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025</i>, Division 3: Accountability: 18 <i>Prepaid fee protection measures</i>:</p> <p>Where an NVR registered training organisation or third party receives prepaid fees from or on behalf of an individual in excess of \$1500 in relation to the same VET course (the threshold prepaid fee amount), the organisation must (where the organisation is any other NVR registered training organisation) – implement one or more of the arrangements set out in subsection (4).</p> <p>(Subsection (4)) The NVR registered training organisation must implement one or more of the following arrangements:</p> <ul style="list-style-type: none"> <li>a) an unconditional financial guarantee from a bank operating in Australia, provided: <ul style="list-style-type: none"> <li>(i) at all times, the guarantee is at least equal to the total amount of prepaid fees held by the organisation in excess of the threshold prepaid fee amount; and</li> <li>(ii) the costs of establishing and maintaining the guarantee are met by the organisation.</li> </ul> </li> <li>b) a current membership with a tuition assurance scheme operator which, if the organisation is unable to provide services for which the individual has prepaid, must ensure: <ul style="list-style-type: none"> <li>(i) the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or</li> <li>(ii) if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount.</li> </ul> </li> <li>c) any other fee protection measure approved by the National VET Regulator.</li> </ul>
Principal Course:	<p>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.</p>
PRISMS	<p><i>Provider Registration and International Student Management System [PRISMS]</i>. Through PRISMS, certain Australian Government agencies can monitor student compliance with visa conditions and provider compliance with the <i>Education Services for Overseas Students Act 2000</i> (ESOS Act). PRISMS is a secure system for providers to: - issue 'Confirmations of Enrolment' [CoE] to overseas students intending to study in Australia.</p>
Recognition of Prior Learning	<p>recognition of prior learning means an assessment process that involves assessment of an individual's relevant prior learning and experience (including skills and knowledge obtained through formal and informal learning) to determine the extent to which the individual meets requirements specified in the training product.</p>
Student	<p>means 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.</p>
Suspension of enrolment	<p>means 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 DoHA to determine if they must return to home country.</p>
Term [Also referred to as compulsory study period]	<p>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 normally reflects the Victorian Government Education and Training term dates and breaks, for Schools.</p>
Tuition Fees	<p>means fees which is directly related to the provision of the course that Lawson College Australia is providing or offering as determined by Lawson College Australia 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>. Tuition fees do not include fees for books or equipment, Overseas Student Health Cover (OSHC), administration fees, accommodation costs, or visa application charges.</p> <p>If your course is more than 25 weeks, your education provider cannot require you to pay more than half the total tuition fees before you start. You can choose to pay more than half of your fees before you start,</p>



	but you don't have to. Your provider cannot accept any money from you before you accept the written agreement. If your course is 25 weeks or less your provider can require you to pay the full course fee before you start. Regardless of the length of your course, once you have started the course, your provider can require you to pay all course fees.
Tuition Protection Service (TPS)	The Tuition Protection Service (TPS) may assist students to either continue their studies through another course or different provider, or by being provided a refund or loan re-credit for education and training they paid for but did not receive. 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	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. An application form or a letter of offer could be the basis for the written agreement once it is signed or accepted by an overseas student. Overseas students enrolled in a number of consecutive courses with the one provider do not need a separate written agreement for each course. If the terms of the agreement are the same for each course, the registered provider may have a single written agreement covering all the courses. Changes can be made to the Written Agreement. Both student and provider need to agree on the changes before they take effect. Any modifications to the written agreement should be clearly dated so that it is clear which terms apply at any point in time. The student should keep a copy of any modifications to the Written Agreement. (Sources: <a href="#">Standard 3: Formalisation of enrolment and written agreements - Department of Education, Australian Government</a> ; <a href="#">Factsheet_student_written-agreements.pdf (ombudsman.gov.au)</a> )

ES = ESOS National Code Standard

## 1. Fees

As per ESOS [Federal Register of Legislation - Education Services for Overseas Students \(Calculation of Refund\) Instrument 2024](#) **course fees** for a course is the sum of:

- (a) the tuition fees received by the provider in respect of the student; and
- (b) the non-tuition fees (if any) received by the provider in respect of the student.

Under the ESOS legislation, a provider must not receive more than 50% of the total tuition fees for a course before the student has begun the course, unless:

- the student, or person making payment on their behalf, chooses to do so
- the course has a duration of 25 weeks or less.

Providers should be able to show evidence that students have exercised choice in how much of their tuition fees are paid up front. There are no restrictions on collecting tuition fees after a student has started their course.

When entering into a written agreement, providers should clearly set out what period of time a payment of tuition fees relates to.

## 2. Refunds

Refunds paid under section 47E of the ESOS Act are calculated under the *Education Services for Overseas Students (Calculation of Refund) Instrument 2024*, which involves working out how many weeks are in a default period and the associated tuition fee.

Where the provider fails to deliver the course in full, the student's visa has been refused, or the provider's written agreement does not comply with the ESOS Framework including Standard 3 of the National Code, the student's refund should be calculated under the *Education Services for Overseas Students (Calculation of Refund) Instrument 2024*.



In cases where a student cannot commence or continue their course due to a student visa refusal, the ESOS Act requires education providers to calculate the refund using a specific method. This method of calculation is explained in section 10 of the [Education Services for Overseas Students \(Calculation of Refund\) Instrument 2024](#) (the ESOS Instrument). These calculations represent the minimum amount that a student needs to be refunded. The refund formula for visa refusal before course commencement is:

$$\text{Refund} = \text{Course Fees Paid} - [5\% \text{ of Course Fees Paid or } \$500, \text{ whichever is lesser}]$$

If the student visa has been refused and this is the reason a student has withdrawn from a course, they are entitled to a refund regardless of why their visa was refused. If the visa is refused before they start their course, they are entitled to a full refund of their course fees less an administrative fee of no more than five per cent or \$500 (whichever is the lesser amount).

If the visa is refused after they start their course, they are entitled to a refund of the fees paid for the part of their course after the date of their withdrawal.

For any overseas student who has paid tuition fees towards a course at a location, but has not yet commenced that course, the provider must refund 100 per cent of the tuition fees to the student.

For any overseas student who has paid tuition fees and has commenced the course at the location, the provider may retain the spent portion of the student's fees but must refund the unspent portion.

The method for working out amount of refund of tuition fees in event of provider default for the purposes of subsection 46D(6) of the Act, the amount of a refund of tuition fees received by a registered provider in respect of a student is calculated as follows:

$$\text{Refund amount} = \text{weekly tuition fee} \times \text{weeks in default period.}$$

### 3. Actions

Actions required to meet this procedure are outlined in the following sections:

- A. Total Refunds
- B. Partial Refunds
- C. No Refunds
- D. Credit Balances
- E. Process for Claiming Refunds
- F. Payment of Refunds

#### A. Total Refunds

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.

Following a student default, a provider must fulfil its obligations under sections 47A-47H of the ESOS Act. These obligations include but are not limited to:

- providing a refund to the defaulted student in accordance with either section 47D or 47E of the ESOS Act within the provider obligation period of 4 weeks; and
- if a refund was provided to a defaulted student under section 47E of the ESOS Act, notifying the relevant ESOS agency and the TPS Director of the outcome of discharge of obligations within 7 days after the end of the provider obligation period

### 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 they 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>

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### Visa Refusal Event

Lawson College Australia must pay the refund within the period (the provider obligation period) of 4 weeks after receiving a written claim from the student. Exception—*refusal of student visa*.

A registered provider is not required to provide a refund under section 47B of ESOS Act if:

- (a) the student was refused a student visa; and
- (b) the refusal was a 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:
  - (i) the student's failure to start the course at the location on the agreed starting day
  - (ii) the student's withdrawal from the course at that location
  - (iii) the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location

Note: A registered provider is required to provide a refund under section 47E instead.

A registered provider must provide a refund under section 47E of ESOS Act if:

- (a) an overseas student or an intending overseas student defaults in relation to a course at a location; and
- (b) either:
  - (i) the provider has not entered into an agreement with the student that meets the requirements of section 47B; or
  - (ii) the provider is not required to pay a refund to the student because of subsection 47D(5) (refusal of student visa).

The provider must pay the student a refund of the amount worked out in accordance with an instrument under subsection (4). The provider must pay the refund within the period (the provider obligation period) of 4 weeks after the default day.

### Method for working out amount of refund in event of student visa refusal

(Federal Register of Legislation - Education Services for Overseas Students (Calculation of Refund) Instrument 2024)

- (1) For the purposes of subsection 47E(2) of the ESOS Act, if a registered provider is required to provide a refund to a student under subsection 47E(1) of the ESOS Act, and the provider is not required to pay a refund to the student because of subsection 47D(5) of the ESOS Act, the amount of a refund is calculated as set out in subsections (2) and (4).
- (2) If the student was refused a student visa and the refusal caused the student to fail to start the course at the location on the agreed day, consistent with subparagraph 47D(5)(b)(i) of the ESOS Act, the amount of a refund is calculated as the amount of the course fees, minus the lesser of the following amounts:
  - (a) 5% of the amount of course fees received by the provider in respect of the student before the default day,
  - (b) \$500.
- (3) For the purposes of subsection (2), the course fees for a course is the sum of:
  - (a) the tuition fees received by the provider in respect of the student; and
  - (b) the non-tuition fees (if any) received by the provider in respect of the student.
- (4) If the student was refused a student visa and the refusal caused the student to withdraw from the course at that location, or fail to pay an amount that they were liable to pay the provider to undertake the course, consistent with subparagraphs 47D(5)(b)(ii) and (iii) of the ESOS Act, the amount of a refund is calculated as follows: *Refund amount = weekly tuition fee x weeks in default period*.



### 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.

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.

### B. 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%).
  - (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%).
  - (iii) the student, after accepting a Letter of Offer, defers, suspends, cancels 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%).

### C. No Refunds

1. Fees not expressly listed in the refund section are not 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:
  - (i) 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.
  - (ii) the student breached a condition of his or her student visa.
  - (iii) 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:
  - (i) the student's failure to start the Course at the location on the agreed starting date in the Letter of Offer.
  - (ii) the student's deferral, suspension or cancellation from the Course at the location(s) in the Letter of Offer.
  - (iii) the student's failure to pay an amount he or she was liable to pay Lawson College Australia, 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.

#### D. 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. A 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 their 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 Money Act 2008*.

#### E. 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; and
  - (iv) be forwarded to:

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

2. Students must complete the Application for Refund Form and provide complete information which includes:
  - (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 students' signature as shown on other documents provided by the student for admission to Lawson College Australia.
  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 Australia is not liable for any variance from the foreign exchange rates fluctuations.
  5. The funds covering the Tuition Fees must be cleared (cheques cleared, telegraphic transfers received etc.).
  6. All debts to Lawson College Australia 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 he/she may appeal that decision in accordance with Lawson College Australia policy - Complaints and Appeals. 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.

## F. 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.

## References

- [Education Services for Overseas Students Act 2000 - Federal Register of Legislation](#)
- [Education Services for Overseas Students Regulations 2019 - Federal Register of Legislation](#)
- [National Code of Practice for Providers of Education and Training to Overseas Students 2018 - Federal Register of Legislation](#)
- [Federal Register of Legislation - Education Services for Overseas Students \(Calculation of Refund\) Instrument 2024](#)

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- National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 - Federal Register of Legislation
- National Vocational Education and Training Regulator (Outcome Standards for Registered Training Organisations) Instrument 2025 - Federal Register of Legislation
- Written agreements, fees and refunds Overseas Students Ombudsman fact sheet
- International Students - written agreements Factsheet\_student\_written-agreements.pdf (ombudsman.gov.au)

## Procedure

Responsible staff for relevant area (as per Organisational Chart) to process the procedure:

**Assess** – Review aspects of situation as applied to this policy and any other related policies and specific documentation to be completed (and where relevant advising students of requirements of same as required); including relevant timeframes and any reporting mechanisms.

**Plan** – Identify strategies and actions to be taken, including timeframe/s and relevant personnel.

**Implement** - Strategies and take actions in accordance with policy, associated information and documentation required, documentation where necessary

**Retain** documentation in accordance with policy, procedure and practices.

**Report** in relation to practice outcomes as related to policy and procedure.

**Review** – process with view for continuous improvement including reporting to relevant personnel/Quality and Compliance Committee (QACC).

### Dissemination of information to staff

*Relevant staff will be informed of this Policy and Procedure and any subsequent changes will be via an agenda item at a scheduled Quality and Compliance Committee (QACC) Executive meeting, and published minutes, and dissemination by public access of this Policy and Procedure on the Lawson College Australia website – International Student Policies <https://lawsoncollege.edu.au/international-student-policies/>*

Lawson College Australia	Document Name	Version
RTO: 40679; CRICOS: 03406J	Policy and Procedure - Refund	4.0_01072025



## 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
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. Sections numbered. Clarified wording in Partial Refunds. Added clarification wording – “Note that Application Fee, Course Acceptance Fee, Enrolment Fee and Material Fee are non-tuition fees and therefore non-refundable” – in Sections: Partial Refunds, No Refunds, Credit Balances, and Process for Claiming Funds. Updated Footer content.
V2.7	25/08/2023	QACC	Minor	Removed Cloud learning from definitions Added Section – References, Procedure Corrected spelling error – payed to paid, and spelling of fee in non-tuition fee definition Improved formatting – larger font size. Updated Footer.
V2.8	13/03/2024	QACC	Minor	Removed website/s referencing DESE. Updated References section. Updated Footer – version control.
V3.0	01/04/2025	QACC	Major	Revised content in accordance with ESOS Framework.
4.0	01/07/2025	QACC	Major	Updated to address The National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025