



## Refund Policy and Procedure

Institution	Opera City English College
Policy Name	Refund Policy and Procedure
Policy Governance	PEO
Reference to Standards	National Code 2018 – Standard 2 and 3
Date of Approval	May 2024
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Version No.	2.0

### 1. Purpose

The purpose of this policy is to outline and clarify The College's position in refund application, refund calculation and if successful; refund payment. Every refund application is assessed independently, diligently and the applicant's/student's personal circumstances are taken into account.

### 2. Definitions

**OCEC/The College:** Opera City English College  
**eCoE:** Electronic Confirmation of Enrolment

### 3. Responsibility

The PEO is responsible for the Refunds Policy

### 4. Policy

- 4.1. The College will provide appropriate handling/management of student's payments and facilitate refunds in the case of cancellation/retracement by either party. The refunds process will allow students the option to disengage from application/learning in a manner which a negative impact may be negated or reduced, depending upon notification timeframe.
- 4.2. Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.
- 4.3. Details concerning the scope of the Refund Policy will be clearly disseminated to prospective students prior to contractual arrangements being made. This dissemination is via the Website,



Student Handbook, Letter of Offer and Student Agreement. The Student Agreement, and the availability of complaints and appeals policy/processes, does not remove the right of the student to take action under Australia's consumer protection laws.

- 4.4.** The refund process reflects the commitment by The College to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- 4.5.** The date the written application is received by The College is the default date, and is the date used for the calculation of any refund and/or cancellation.
- 4.6.** Refunds must be requested in writing by the student completing and submitting a refund application form to the finance department of The College. Verbal notification to The College staff or agents is not valid.
- 4.7.** The fees paid for the course money by way of bank deposits in The College's bank account must be cleared at the time that an application for refund is made by the student and any debts owing to The College will be deducted from the refund due prior to payment.
- 4.8.** Refund application will not be processed where the signature on the refund application form does not match the student's signature as shown on other documents provided by the student for admission to The College.
- 4.9.** The finance department of The College will process refund requests and if approved, arrange payment within 28 calendar days.
- 4.10.** Refunds will be paid in Australian dollars into the nominated bank account (less international transfer/conversion fees if applicable)
- 4.11.** To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by The College until the course start date.
- 4.12.** The term "commencement" in this policy refers to the first day of the first course attended by the student.
- 4.13.** The College only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with The College. No accountability will be taken for fees or charges associated with third parties (international education agent or migration agent fees or visa application costs or partnered service providers). Such fees and charges will be subject to the third parties refund policies.
- 4.14.** Students enrolled in packaged courses do not qualify for a full refund once they have commenced one of their courses in Australia.
- 4.15.** No refunds applicable for refunds requested after the specified commencement day of any course.



- 4.16.** If the student has given misleading information to The College's approved agent, The College and/or any commonwealth agencies of Australia, no refund will be given.
- 4.17.** The College can forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- 4.18.** No refunds will be paid to a third party (person other than the student), unless directed by the student in writing and signed.
- 4.19.** In case of a cancellation of eCoE by the student or The College, any outstanding fees to The College become immediately due.
- 4.20.** Any costs incurred by The College to recuperate outstanding fees will be charged to the student.
- 4.21.** Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction. The College reserves the right to refer the balance owing to any debt collection agency or credit reporting bodies in the event of non-payment, for all purposes permitted by law.
- 4.22.** The College will not release any testamurs/awards/certificates to students until outstanding course fees have been paid in full.
- 4.23.** The College will provide the student in writing the resulting decision of The College's management.
- 4.24.** The College will advise the student of their right to appeal the decision of The College management.
- 4.25.** The refund policy is subject to review at least once per year. Should it become necessary to change/update this policy, then The College will update the policy on its website, handbook and written agreement.



**Refund Application Situation and Refund Calculation Table**

Refund Application Situation	Refund of Course fees	Refund of Application fee
<p>1. Provider Default The College does not deliver the program for which the student has paid for the following reasons:</p> <ul style="list-style-type: none"> <li>1.1 The course does not begin on the agreed commencement Date.</li> <li>1.2 The offer is withdrawn by The College.</li> <li>1.3 The course ceases to be provided, at any time, after it commences but before it is completed.</li> <li>1.4 The course is not provided in full to the student because a sanction has been imposed on the registered provider.</li> </ul>	<p>Full refund of unspent fees (if student does not accept alternative course offered by The College)</p>	<p>Yes for Clauses 1.1 and 1.1 No for Clauses 1.3 and 1.4</p>
<p>2. Student (offshore or onshore) is refused an Australian Student Visa (copy of refusal letter required) or illness or disability prevents the student from taking up the course.</p>	<p>All prepaid fee less \$500 administration fee</p>	<p>No</p>
<p>3. Student default - where The College has not entered into a written agreement with the student that meets the requirements of section 47B of the ESOS Act (refer 47E – 1 (b) (i) of the Act - that is, a compliant agreement.</p>	<p>All prepaid fees, less \$500 administration fee</p>	<p>No</p>
<p>4. Onshore student is refused an Australian Student Visa but student already commenced his/her course (copy of refusal letter required); includes visa extension &amp; new applications.</p>	<p>Remaining unspent fees, less \$500 administration fee</p>	<p>No</p>
<p>5. Student defaults or withdraws from course during visa processing but already commenced his/her course.</p>	<p>Remaining unspent fees, less \$500 administration fee</p>	<p>No</p>
<p>6. Student withdraws from course 10 weeks (70 days) or more prior to eCoE commencement date.</p>	<p>70% of All prepaid fees, less \$500 administration fee</p>	<p>No</p>
<p>7. Student withdraws from course 5 weeks (35 days) or more prior to eCoE commencement date.</p>	<p>50% of All prepaid fees, less \$500 administration fee</p>	<p>No</p>
<p>8. Student withdraws from course less than 5 weeks, on the eCoE commencement date or after that date.</p>	<p>No</p>	<p>No</p>
<p>9. If a student has also paid a deposit for future courses when enrolling in more than 1 course</p>	<p>Deposit paid, less \$500 administration fee.</p>	<p>No</p>



<p>10A. Student defaults due to one or more of the following acts and eCoE(s) gets cancelled by The College;</p> <ul style="list-style-type: none"> <li>• the student failed to pay an amount payable to the provider for the course;</li> <li>• the student breached a condition of their student visa; including non-commencement of course</li> <li>• misbehaviour by the student / breach of code of conduct</li> </ul> <p>10B. Student is granted permanent residency/obtains visa other than student visa, after the course commencement date.</p>	<p>No refund for all courses in package. Fees due as per written agreement</p>	<p>No refund</p>
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## 5. Procedure

- 5.1 The process is started by the student completing and submitting a refund application form.
- 5.2 The applicant is recommended to provide supporting evidence.
- 5.3 The form will be reviewed for completeness. Date received and by whom is entered on the form.
- 5.4 The form is assessed by finance to review current payment status and amounts owing / in credit are recorded.
- 5.5 The student file is checked together with the student management system to confirm the details and to calculate refund based on the eligibility of this Refund Policy.
- 5.6 The Finance Department will process the refund application (in accordance with this Refund Policy) and make a recommendation to the PEO
- 5.7 The PEO will read the recommendation and make a final decision based on this Refund Policy
- 5.8 The student will be notified the refund application outcome and applicable refund will be processed within 28 calander days of the application.
- 5.9 All documentation relating to a refund (whether granted or not) will be filed in the student file.