



## Fee Refund Policy and Procedure

### 1. Purpose

The purpose of this policy is to ensure that Oak Leaf adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give Oak Leaf sufficient notice, while at the same time protecting Oak Leaf from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

### 2. Scope

This policy and procedure apply to all the fees received from all the students enrolled by Oak Leaf as well as fees received from all the prospective students who pay an advance fee when applying for a place at Oak Leaf. As such this policy is also a part of Student Written Agreement.

This policy also applies to any education agents or college's overseas offices collecting any student fees on behalf of Oak Leaf.

### 3. Definitions

**Course:** A program of study leading to a qualification or an award. A course may comprise of units or modules

**Study Period:** means an academic term within a course. Usually, there are four study periods in a year.

**Tuition Fee:** Covers the cost of providing the course of study and use of resources at Oak Leaf. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including enrolment/application fee, home stay booking fee and airport pick-up fee and costs related to equipment or training material purchases

**Materials Fee:** Covers the cost of learning materials and resources provided by Oak Leaf

**Application Fee:** Covers the administrative costs of enrolment

**Fees:** A total of tuition, materials and application fees

**Pre-paid Tuition Fees:** Tuition fees paid in advance prior to commencement of the course or a study period

**Principal Course of Study:** Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study

**CoE Start Date:** Refers to the day on which the course was scheduled to start, or a later day agreed upon between Oak Leaf and the student – as mentioned in the Confirmation of Enrolment (CoE). Also referred to as the Agreed Start Date.

**Term Start Date:** Date on which an academic term commences as per Oak Leaf's yearly academic program calendar. Academic program calendar is published on college's website and also available from Oak Leaf reception



**International Students:** All those students who are on either on a student visa or a temporary visa that allows them to undertake formal studies in Australia

**TPS:** Tuition Protection Scheme (enacted on 20th of March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund

#### 4. Legislative Context

- National Vocational Education and Training Regulator Act 2011 (Cth)
- The ESOS Act 2000
- The National Code 2018
- ESOS Regulations 2001
- The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
- The Education Services for Overseas Students (Registration Charges) Amendment (Tuition Protection Service) Act 2012
- The Education Services for Overseas Students (TPS Levies) Act 2012
- The Australian Consumer Law 2011

#### 5. Policy

**5.1** The fees and charges required to be paid to Oak Leaf by a student will be as specified in a signed written agreement between the student and Oak Leaf that is entered into prior to the student commencing in the course(s) to which the agreement pertains.

**5.2** Oak Leaf shall publish an annual *Fee Schedule* listing all the tuition fees and charges, including refundable and non-refundable fees. This schedule will be available on Oak Leaf's website.

**5.3** The only refundable fees are the unused tuition fees (unless otherwise stated in the student agreement against any fee/s listed). Fee refunds will be based on unexpended (unused) tuition fees.

**5.4** Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing studies in that study period, any refund of tuition fees is contingent upon approval of the refund by the CEO.

**5.5** Fees and charges may be consolidated under a "package" if the student is enrolled in more than one course at Oak Leaf. The types of fees and charges payable to Oak Leaf by a student may include, without being limited to, the following:

- Tuition fees (including fees referred to as course or program fees)
- Materials fee
- Application fee
- Reassessment or unit re-sit fee
- Late payment fees or charges (e.g. Late Submissions Fee)
- Fees for services
- Fees for re-issuance of AQF certification

**5.6** Oak Leaf does not allow its education agents to collect any tuition fees on its behalf. In exceptional circumstances where payments to an agent are approved and made under specific written instructions of Oak Leaf, Oak Leaf will treat these payments as payments made to Oak Leaf. The following refund conditions and procedures will apply to all the fees whether paid directly to Oak Leaf or through an approved agent of Oak Leaf.

#### 5.7 Refund of Tuition Fees

The institute will apply the following refunds where appropriate:

### *Eligible Refunds Situation*

Situation	Eligible Refunds
1. Visa refusal with legitimate refusal ground	Full refund of unused initial tuition fee and unused material fee paid (except administration fee of \$250 and enrolment fee of \$250 plus any bank charges)
2. Notification of course withdrawal prior to the intake date:	
a. 3 months in prior of the course intake date:	75% refund
b. 2 months in prior of the course intake date:	50% refund
c. 1 month in prior of the course intake date:	25% refund
3. Notification of course changes or withdrawal upon or after intake commences:	No refund
4. Enrolment being cancelled by the institute due to student default (e.g., misbehaviour or underpayment).	No refund

#### **When students believe they are eligible for a course fee refund, they should:**

- request a refund of their course fees and send a written refund request form to the Student Support Officer.
- Provide reasons with valid evidence to support the refund request to the Student Support Officer.

If a claim is received, it will take 20 working days to process an application for a refund. When the Student Support Officer/Admission Team receives a formal refund request form, s/he must:

- present the application to the institute's Account Manager.
- provide to the student, the written notice of the institute Account Manager's decision.
- If student is dissatisfied with the refund outcome, student has the rights to appeal the decision by submitting complaint and appeal form <sup>1</sup> and each refund request is evaluated individually. Refunds will only be given to the students who signed the student agreement; they won't go to any other parties. There will be no cash reimbursements; all refunds will be transferred to the student's nominated bank account in Australian dollars.

Accepting the refund policy does not take away the student's ability to take additional legal action or seek another redress under Australia's consumer protection laws. The Complaints and appeal policy and procedure should be consulted.

#### **Refunds may be available under the below circumstances:**

- Provider Default: A complete refund is due in cases where the institute is unable to come to an agreement, with the student and either fails to perform the agreed-upon services, terminates the contract early, or modifies the training product.

<sup>1</sup> Refer to the Complaint and Appeal Policy and Procedure



- Compassionate and compelling circumstances: When a student can demonstrate a genuine hardship that prevents them from completing the training product's requirements, the institute may, in its sole discretion, offer a full or partial refund of their tuition fees.

## 5.8 No Refund of Fees

### Refund is NOT available under the below circumstances:

- **Student default:** No refund will be given if a student provides false or misleading information, fails to comply with the terms of enrolment, violates the student code of conduct, fails to comply with the Australian government's visa requirements for international students, and/or withdraws after the course's start date.
- **Governmental modifications:** In cases where a training product has been removed from the national register or otherwise modified by rules, the institute will negotiate with students to decide whether they finish their training using the original or upgraded training product.
- **Medical issues:** Upon written request, a student's enrolment may be prolonged for a maximum of six (6) months in circumstances when they are ill and have sufficient supporting documents. All payments made in accordance with the initial offer and payment plan are still owed by the student.
- **International Student's Visa terminated or rejected:** no refund is given if the student's visa is rejected due to breaches of visa conditions. If the visa application is genuine, no refund of paid course fees for course/s that have commenced. However, course fees for future courses are eligible for a refund.

## 5.9 Special circumstances

A student may withdraw from a course of study after the commencement date and apply for a refund if they believe the withdrawal was for special circumstances. The Institute will refund the pro rata amount of tuition fees if satisfied that special circumstances apply that:

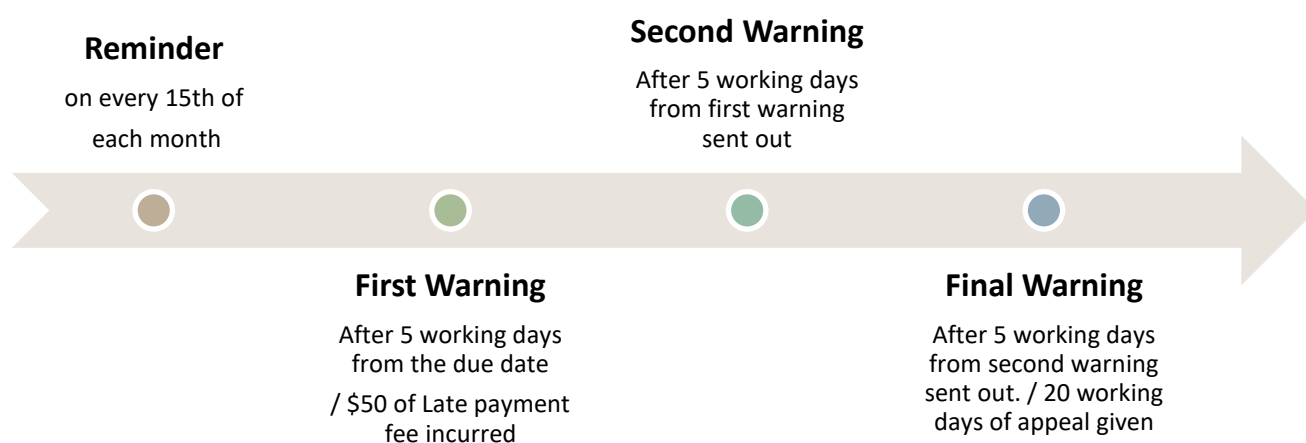
- Are beyond the student's control;
- Did not make their full impact on the student until on or after the commencement date for the course of study;
- Make it impracticable for the student to complete the requirements of the course of study.
- Each application for refund under special circumstances will be examined on a case-by-case basis together with supporting documentation that has been provided to substantiate the claim.

## 5.10 Penalties for Non-payment or Late Payment of Fees

- The institute will send out a reminder of tuition fee due on 15<sup>th</sup> of each month to current students.
- The institute will issue a first warning letter seeking payment if fees are not paid within 5 working days from the due date. Students who receive this first warning letter will incur a late payment fee of \$50. A second warning letter will be issued if the fees remain unpaid after 5 working days from the date of the first warning letter. If payment is still not received within 5 working days from the issuance of the second warning letter, a final warning letter will be issued. This letter will notify students that their enrolment will be suspended due to non-payment. Students who receive the final warning letter will be given 20 working days to file an appeal.
- International students must adhere to the standard appeals procedure. If no appeal is filed within the 20 working day period, the Department of Home Affairs will be notified via PRISMS,

resulting in the cancellation of the Confirmation of Enrolment (CoE) due to non-payment of tuition.

- Students with unpaid tuition may be denied attendance to their scheduled classes until the outstanding tuition is paid in full.



## 6. Procedure for Claiming Refunds

**6.1** All refund claims must be submitted in writing via college's *Refund Request Form* accompanied by appropriate supporting documents as specified to Oak Leaf reception.

**6.2** All refund applications must be made and signed in person by the student. Where it is not possible for a student to be present in person (e.g. students residing overseas or international students) to claim a refund, the student must send a scanned copy of their signed forms to the Student Admissions Officer either by email or facsimile. On receipts of email or facsimile applications, the Student Admissions Officer will verify student's signatures on records and may also telephone the student to verify student's identity. No refunds will be made on email or facsimile applications until the time when student's identity has been verified.

**6.3** All applications for the refund will be authorised by the Chief Executive Officer or the Finance Manager.

**6.4** When an amount is refunded to an international student, Oak Leaf will provide the student with a statement explaining how the refund amount has been calculated.

**6.5** In normal circumstance, Oak Leaf will refund the amount within 20 working days. after receipt of the completed and signed *Refund Request Form* together with appropriate supporting documents.

**6.6** Payments will be made to students by electronic transfer in their nominated bank accounts.

**6.7** For any refund to be paid to any other person than the students, a written authorisation from the student will be required (to be completed in the *Fee Refund Form*).

**6.8** As officially published or made available by the institute, tuition fees are defined as payments payable for tuition. Course fees consist of tuition plus any relevant enrolment fees and learning materials fees.

**6.9** Requests for refunds must be made in writing. The "Deferral/Withdrawal of Study Form" and the "Refund Request Form" must be completed by the student and handed in paper form at the institute reception or through email at the institute's official e-mail address [admin@oakleaf.edu.au](mailto:admin@oakleaf.edu.au).

## 7. Grievances and Appeals

A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the *Student Complaints and Appeals Policy and Procedure*.

Availability of Oak Leaf's complaints and appeals processes does not remove the right of a student or an intending student to take action under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

## 8. Other Fees and Charges

Amendment to be rectified and other fees to be inserted:

Items	Fees (A\$)	Details
Reissuing statement of attainment	\$50.00	Per copy of each document requested
Reissuing certificates	\$50.00	Per copy of each document requested
Reissuing letter of completion	\$20.00	Per copy of each document requested
Reissuing Student ID Card	\$20.00	Per copy of each document requested
Surcharge on late payment of fees (payment plan)	\$50.00	Each incident
Re-assessment fee	\$100.00	Per unit of competency
Photocopying/printing service (B/W Only)	\$0.10	Per page
Administration fee charge due to visa refusal (Cancellation/withdrawal)	\$250	Each incident
Application fee	\$250	Once ONLY

(\* All costs and fees are subject to changes)

### Notes and Detail

- Regardless of the reason, reissuing denotes that the student has requested the institute to release additional or replacement copies of the documents.
- The reissuing fees only apply to subsequent issuances of documents; initial issuance is at no cost.
- Postage or bank fees, for example, may be extra; however, all additional costs will be discussed with the student before moving forward. If students take the required documents in person at the institute office, there are no additional expenses; otherwise, there may be postage and bank fees.
- When students have not achieved competency in their submitted assessment on their second attempt, each unit charges a re-assessment fee.

## 9. Responsibility

The Accounts Payable Officer has the responsibility to process the refund claims and provide the student details and fee status to CEO for approval.

CEO has the responsibility to make a final decision about all the refund claims.

CEO has the responsibility to effectively implement the policy and maintain this policy and procedure.

Any enquiries or complaints regarding fee related matters should be forwarded to the accounts Team at – [bills@oakleaf.edu.au](mailto:bills@oakleaf.edu.au)

Any complaints or breaches in relation to this policy should be reported to the Chief Executive Officer in person or by email to: [info@oakleaf.edu.au](mailto:info@oakleaf.edu.au)

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