



GLOBAL COLLEGE AUSTRALASIA

REFUND POLICY & PROCEDURE



RTO No: 45088 | CRICOS Code: 03564F



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Policy & Procedure – Refund

Purpose

GCA 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 in Australia on a student visa, before formalisation of their enrolment.

Scope

This Refund Procedure applies to:

- International students studying at Global College Australasia (GCA) who are ‘overseas students’ as defined in the National Code 2018.
- Staff of GCA involved in the payment and refund of international tuition fees paid to GCA.

Note: GCA 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 GCA’s Privacy Policy.

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 GCA. 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 GCA.
AQF	Australian Qualifications Framework
ASQA	Australian Skills Quality Authority
Cancellation of Enrolment	GCA 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 GCA 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 GCA Student and therefore cannot attend classes, submit assessment tasks or attend GCA events as a GCA Student. See Policy – Defer, Suspend, Cancel Overseas Student Enrolment.



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Moore St Campus
 21 Moore Street, East Perth, WA 6004
Wellington St Campus
 176 Wellington Street, East Perth, WA 6004
General Enquiry: 1300 886 340
Marketing & Enrolment: 0448 465 445
E-mail: admissions@globalcollege.edu.au
Website: www.globalcollege.edu.au

Moodle	Moodle means online method of delivery enabling structured formative 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 video conferencing applications (Teams, Zoom), chat rooms, white board, messaging etc. For any avoidance of doubt, Moodle, may be offered to onshore international students where classroom-based learning cannot be practically delivered due to extenuating circumstances (e.g. Government/Regulatory Authorities directives during the COVID-19 pandemic).
CoE	Confirmation of Enrolment document issues through PRISMS for student to apply for a student visa
Course:	means a full-time registered course or program offered by GCA and registered in accordance with the requirements of the ESOS Act.
Course Acceptance Fee	means 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.
Course Credit	Means 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.
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 GCA 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 GCA.
DoHA	Means Department of Home Affairs (DoHA).
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 GCA.
Enrolment Fee	means 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 GCA. The Enrolment Fee, if applicable, comprises a non-refundable fee covering the cost of enrolment. The Enrolment Fee is subject to change



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ESOS Act:	means the <i>Education Services for Overseas Students Act 2000</i> (Cth), as amended from time to time.
ESOS Regulations	means the Education Services for Overseas Students Regulations 2001 (Cth).
Full-time:	means the normal amount of study for a particular Course which is approved by the accrediting authority for the Course.
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 GCA.
Material Fees	means a fee that covers the cost of items such as consumables, class materials, photocopying access etc. provided to the Student. The Material Fee, if applicable, comprises non-refundable fee covering the cost of material. The Material Fee is subject to change.
National Code 2018:	means the National Code of Practice for Providers of Education and Training to Overseas Students 2018, established pursuant to Part 4 of the ESOS Act, as amended from time to time.
Non-Tuition Fees	Means 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-placement etc, as determined by GCA and advised in the Letter of offer, Written Student Agreement or Conditions of Acceptance, as being the non-tuition fees.
Principal Course:	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.
Recognition of Prior Learning	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.
Student:	means a Student who is enrolled at GCA 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 GCA who do not hold student visas and are studying offshore but does not include domestic Students.
Suspension of enrolment	Means once a course has commenced GCA 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.



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Term [Also referred to as compulsory study period]	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 GCA is one term -a period of time that normally reflects the Western Australian Government Education and Training term dates and breaks, for Schools.
Tuition Fees	Means fees which is directly related to the provision of the course that GCA is providing or offering as determined by GCA and advised in the Letter of Offer, Written Student Agreement or Conditions of Acceptance, as being the tuition fees for the Course or program. https://www.globalcollege.edu.au/policy/
TPS	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: https://tps.gov.au/StaticContent/Get/StudentInformation
Written Agreement	Education providers are required by the 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, under Australian law, between the student and the education provider.

Actions

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

Total Refunds

- a. Partial Refunds
- b. No Refunds
- c. Credit Balances
- d. Process for Claiming Refunds
- e. Payment of Refunds

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) GCA 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.

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

For the avoidance of doubt, GCA does not default, in relation to a Student or intending Student pursuant to sub-clause (i) above if GCA 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 GCA, 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, GCA will offer refund or an alternative Course. If there has been a Provider Default, GCA 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 GCA 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, GCA will ask the Student to sign a document to indicate that the Student accepts the placement.

Where GCA 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 GCA 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 GCA 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 GCA 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 GCA 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 GCA 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 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 GCA 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 GCA, 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 GCA, 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 GCA. 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 GCA. 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 GCA and processed as a forfeit of an insignificant credit balance. GCA 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 GCA 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.

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,
Global College Australasia, 21 Moore Street ,East Perth WA6004
studentsupportfd@globalcollege.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 GCA.

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. GCA 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 GCA 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 GCA Student Complaints and Appeals policy. This policy can be found on the weblink <http://GCA.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 GCA, or his or her nominee.
2. Where there has been a Provider Default, GCA 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, GCA 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 GCA.

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 Team (QACT).

Dissemination of information/updates relating to this policy and procedure is provided by QACC, via electronic means and/or staff meetings. GCA policy and procedures are accessible to all staff via GCA internal repository system and /or via GCA webpage.

Responsibility

The following parties are responsible for the implementation and adherence to this policy:

- DIRECTOR/CEO
- Student Support Supervisor
- Administration Team.



Associated Documents

Continuous Improvement & Quality Enhancement Procedure

Related Standards

- Standards for Registered Training Organisations (RTOs) 2015.
- Education Services for Overseas Students Act 2000 (ESOS Act)
- Education Services for Overseas Students Regulations 2019, and
- National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Version Control

Version	Created by:	Date	Reason for Update	Reviewed by	Implementation Date
1.0	James Rayne	10/01/2022	New Format	Brodie Smith	24/01/2022
2.0	James Rayne	09/01/2023	Review Point	Brodie Smith	06/02/2023
3.0	Michelle Tilley	26/03/2024	New Format	Brodie Smith	03/04/2024