



# Refund and Cancellation Policy

## 1.0 PURPOSE

Global College Australasia (**RTO ID: 45088 CRICOS ID: 03564F**) herein “GCA” have a documented policy to provide for appropriate handling of student payments and to facilitate refunds in the case of cancellation by either party. The refund process will allow students the option to disengage from training in a way a negative impact may be negated or reduced, depending upon the notification time frame. 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 their studies.

## 2.0 SCOPE

This policy and procedure apply to all international students enrolled at GCA.

Global College Australasia has a correct process for all fees payable for training services provided within GCA its scope of registration. GCA follows guidelines for the eligibility of an assessment for refunds in accordance with the Education Services for Overseas Students Act 2000 ('ESOS Act 2000') and The National Code of Practice for Providers of Education and Training to Overseas Students 2018 -standard 3.

## 3.0 DEFINITIONS

ESOS Act	Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
ESOS Regulations	Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
National Code	National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.
International student	A person (whether within or outside Australia) who holds a Student Visa and is an 'overseas student' as defined by the ESOS Act.
Course	Means a course of education or training as detailed in the Letter of Offer.
Course start date	Commencement of the course as per the Letter of Offer.
Prepaid fees	Means tuition fees received by GCA in respect of an overseas student or intending overseas student in relation to a study period for a course to be provided by the provider before the student begins the study period.
Refund	Means the refund is payable to the student, which depends on the circumstances.
Credit Transfer	Credit Transfer is the recognition of academic credits gained through formal study at Registered Training Organisations (RTOs), professional bodies, or enterprises and universities. A Credit Transfer is a credit given based on documentary evidence of statement of attainment/qualifications.





## GLOBAL COLLEGE AUSTRALASIA

RTO No. 45088 CRICOS CODE: 03564F

**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](mailto:admissions@globalcollege.edu.au)  
**Website:** [www.globalcollege.edu.au](http://www.globalcollege.edu.au)

<p>Provider default</p>	<p>Under section 46A of the ESOS Act 2000, GCA is in default in relation to an overseas student or intending overseas student and a course at a location if</p> <ul style="list-style-type: none"> <li>○ GCA fails to start providing the course to the student at the location on the agreed starting day; or</li> <li>○ After the course starts but before it is completed, it ceases to be provided to the student at the location, and the student has not withdrawn from the course before the default day.</li> </ul> <p>Under section 46B of the ESOS Act 2000, GCA must notify the Secretary and TPS Director (via PRISMS) in writing of the provider default within 3 business days after the default occurs. Under this section, GCA must also notify students in writing in relation to whom it has defaulted. Under section 46D of the ESOS Act 2000, GCA will have 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student as set out in this section.</p> <p>Under section 46F of the ESOS Act 2000, GCA will have 7 days after the end of its obligation period to give notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F of the ESOS Act 2000.</p>
<p>Student default</p>	<p>Under section 47A of the <i>ESOS Act 2000</i>, an overseas student or intending overseas student defaults in relation to a course at a location if:</p> <ul style="list-style-type: none"> <li>○ The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or</li> <li>○ The student withdraws from the course at the location (either before or after the agreed starting day); or</li> <li>○ GCA refuses to provide or continue to provide the course to the student at the location because of one or more of the following: <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 his/her student visa;</li> <li>○ Misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A (3) of the <i>ESOS Act 2000</i>).</li> </ul> </li> <li>○ If the student or intending student defaults, GCA must provide a refund in accordance with the requirements under either section 47D or 47E of the <i>ESOS Act 2000</i>, depending on which section applies to the circumstances of the default situation.</li> </ul>
<p>Written agreement</p>	<p>Means that the provider must enter into a written agreement with each overseas student or intending overseas student that:</p> <ul style="list-style-type: none"> <li>○ (a) Sets out the refund requirements that apply if the student defaults in relation to a course at a location;</li> </ul>





# GLOBAL COLLEGE AUSTRALASIA

RTO No. 45088 CRICOS CODE: 03564F

**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](mailto:admissions@globalcollege.edu.au)  
**Website:** [www.globalcollege.edu.au](http://www.globalcollege.edu.au)

	(b) Meets the requirements (if any) set out in the National Code. (Refer to Section 47B.)
Tuition fees(s)	Include fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the student's course (whether mandatory or not) or are intended to assist the student to progress in their course or are ancillary to the activities that form part of the student's course. Tuition fees are as per individual flyers and/or as posted on GCA's website.
Non-tuition fee(s)	Various administrative fees that are payable in addition to the tuition fees, such as Overseas Health Cover, Enrolment Fee, Materials Fee, Visa Application Fee, and Accommodation.

## 4.0 POLICY STATEMENT

- 4.1 GCA will ensure that all students are provided with its fees, charges, and refund information prior to enrolment so that the students can make an informed choice about studying at GCA.
- 4.2 GCA will ensure that fees, charges, and refunds are collected and administered in accordance with the provisions of applicable legislative and contractual requirements. GCA is committed to providing a fair and transparent policy and procedure when dealing with students and prospective students regarding fees charged, protection of fees, and refunds where warranted.
- 4.3 GCA fully discharges responsibilities under compliance with all relevant legislation, including the Standards for Registered Training Organisations (RTOs) 2015, Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, Education Services for Overseas Students (ESOS) Act 2000, and the National Code 2018.
- 4.4 This policy outlines how refunds are calculated when an international student requests a refund on their course fees, which can include:
  - i. Application fee.
  - ii. Tuition fee.
  - iii. Resource fee.
  - iv. Overseas Student Health Cover (OSHC).
  - v. Miscellaneous fee.

## 5.0 FEES AND CHARGES

- 5.1 International students seeking to enrol in a course with GCA are advised of all tuition and non-tuition fees associated with a course via GCA's website and marketing materials prior to the student enrolling in a course with GCA. Students are also informed that our fees and charges are subject to change, which is also published on our website.
- 5.2 Students are also advised of all tuition and non-tuition fees in the Letter of Offer/Student Agreement. The Letter of Offer includes the total amount of all tuition and non-tuition fees payable, which includes enrolment fees, course fees, materials fees, health cover fees, and a payment schedule.





# GLOBAL COLLEGE AUSTRALASIA

RTO No. 45088 CRICOS CODE: 03564F

**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](http://www.globalcollege.edu.au)

- 5.3 Miscellaneous fees, which include other tuition and non-tuition fees which include fees, such as document request fees, reassessment fees, student ID fees.
- 5.4 Students who wish to enrol in a course at GCA are required to read and understand our "Fees, Charges and Refund Policy" before signing the Letter of Offer.

## 6.0 CREDIT

If a course is shortened due to Credit Transfer, the cost of the course will reflect the reduced course length. Credit Transfer applications will only be accepted prior to the student commencing the course. Once the student has signed a Letter of Offer/Student Acceptance form, they will not be eligible to apply for Credit Transfer, and the full course fee will apply.

## 7.0 STUDENT DEFAULT

7.1 Student default occurs when:

- a) The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b) The student withdraws from the course at the location (either before or after the agreed starting day); or
- c) The registered provider of the course refuses to provide or continue providing the course to the student at the location because of one or more of the following events:
- d) The student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course.
  - i. The student breached a condition of his or her student visa.
  - ii. Breach of Global College Australasia's Code of Conduct.

## 8.0 PROVIDER DEFAULT

Occurs when:

- 8.1 GCA can no longer provide the course to the student at the location; or
- 8.2 GCA does not start the course for the student at the location on the agreed starting day.

GCA will calculate the refund of any unspent tuition fees as outlined within the Table of Refunds below.

## 9.0 TABLE OF REFUNDS

TABLE OF REFUNDS			
Type	Time Frame	Amount Refunded	Documents
<b>VISA Refusal</b>	<ul style="list-style-type: none"> <li>• Once approved with the required documentation</li> <li>• Within 20 working days post approval</li> </ul>	<ul style="list-style-type: none"> <li>• All FEES</li> <li>• Minus the NON-REFUNDABLE application fee</li> </ul>	<ul style="list-style-type: none"> <li>• Refund Request</li> <li>• Proof of VISA Refusal</li> </ul>





## GLOBAL COLLEGE AUSTRALASIA

RTO No. 45088 CRICOS CODE: 03564F

**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](http://www.globalcollege.edu.au)

<b>VISA Renewal Refusal</b>	After the course has commenced	Nil	<ul style="list-style-type: none"> <li>• Refund Request</li> <li>• Proof of VISA Refusal</li> </ul>
<b>VISA Removal for Breach of Conditions</b>	At any time	Nil	<ul style="list-style-type: none"> <li>• Refund Request</li> <li>• Proof of VISA Refusal</li> </ul>
<b>Withdrawal, Transfer or Enrolment Cancellation</b>	<u>Before commencement</u>  The student provides more than 9 weeks' notice to GCA prior commencement of their oncoming study term or next course	<ul style="list-style-type: none"> <li>• All FEES</li> <li>• Minus the NON-REFUNDABLE application fee</li> </ul>	<ul style="list-style-type: none"> <li>• Refund Request</li> <li>• Letter of Offer</li> <li>• DSCW form</li> </ul>
	<u>Before commencement</u>  The student provides 4 weeks' to 9 weeks' notice to GCA <u>prior</u> commencement of their oncoming study term or next course	<ul style="list-style-type: none"> <li>• 70% of the oncoming study term fee</li> <li>• Minus the NON-REFUNDABLE application fee</li> </ul>	<ul style="list-style-type: none"> <li>• Refund Request</li> <li>• Letter of Offer</li> <li>• DSCW form</li> </ul>
	<u>Before commencement</u>  The student provides notice less than 4 weeks to GCA <u>prior</u> commencement of their oncoming study term or next course	<ul style="list-style-type: none"> <li>• 40% of the oncoming study term fee</li> <li>• Minus the NON-REFUNDABLE application fee</li> </ul>	<ul style="list-style-type: none"> <li>• Refund Request</li> <li>• Letter of Offer</li> <li>• DSCW form</li> </ul>
	<u>After commencement</u>  The student provides a notice of 1 to 2 weeks to GCA <u>post</u> commencement of their current study term or course	<ul style="list-style-type: none"> <li>• 30% of the current study term fee</li> <li>• No refund on the application fee</li> <li>• No refund on the resource fee</li> <li>• No refund on the reassessment fees if the scheduled reassessment date occurs before the withdrawal date on the DSCW form</li> </ul>	<ul style="list-style-type: none"> <li>• Refund Request</li> <li>• Letter of Offer</li> <li>• DSCW form</li> </ul>





# GLOBAL COLLEGE AUSTRALASIA

RTO No. 45088 CRICOS CODE: 03564F

**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](http://www.globalcollege.edu.au)

<b>Default by Global College Australasia</b>	At any time	Full refund of unspent tuition fee (weekly tuition fee × weeks in default period)	Nil
----------------------------------------------	-------------	--------------------------------------------------------------------------------------	-----

## 10.0 REFUND PROCEDURE

- 10.1** Refund applications for full or partial refunds must be made in writing using the “Deferral Suspension Cancellation Withdrawal form” and “Request for Refund Form”, which are available from the website [www.globalcollege.edu.au](http://www.globalcollege.edu.au) or email accounts for a copy by sending an email to [studentsupport@gca.edu.au](mailto:studentsupport@gca.edu.au).
- 10.2** Submit your completed withdrawal form with supporting documents setting out the reasons for the application.
- 10.3** Forward to [studentsupport@gca.edu.au](mailto:studentsupport@gca.edu.au) or in person to the reception.
- 10.4** Refunds must be requested in writing to GCA and collected by a GCA Student Support Officer, which screens each case and collects the supportive evidence and records it on the GCA refund register. This is forwarded to the Administrative Accounting Officer.
- 10.5** The Administrative Accounting Officer will review the case and DSCW outcome and finalise the outcome and amount by following the GCA refund policy.
- 10.6** All requests for refunds will be processed on an individual basis, considering the impact on follow on units/modules if applicable.
- 10.7** Issues regarding payment are to be handled at the first available opportunity and directed to the Administrative Accounting Officer of GCA.
- 10.8** All Refund Requests and issued refunds are to be logged on the Refund Log. Also, recording the refund student default on PRISMS.
- 10.9** Refunds will be processed within 28 days after receiving the student’s written request and be made out to the payment source, i.e., directly to the student or the student’s nominated agent.
- 10.10** Verbal notifications to GCA staff or agents are not accepted.
- 10.11** Please note all incomplete withdrawal forms will delay the withdrawal/refund process.

## 11.0 APPEALING REFUND DECISIONS

If the decision to refund student fees is denied, students can access GCA’s complaints and appeals policy, which is available via its website, [www.globalcollege.edu.au](http://www.globalcollege.edu.au). Please note that this agreement and the availability of the complaints and appeals processes do not remove the right of the student to act under Australia’s consumer protection laws. The refund policy is subject to review from time to time.

## 12.0 SPECIAL CIRCUMSTANCES

- 12.1** Special circumstances may apply to an international student if GCA is satisfied that the circumstances are unusual. The student must submit a written application for special circumstances together with a DSCW and refund form and supporting evidence. Special circumstances are beyond the student’s control, which is reasonably considered as not due to the student’s action or inaction, either direct or indirect, and for which the student is not responsible.
- 12.2** Refunds under special circumstances are at the discretion of GCA, and the following guidelines are applied in determining special circumstances.





## GLOBAL COLLEGE AUSTRALASIA

RTO No. 45088 CRICOS CODE: 03564F

**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](mailto:admissions@globalcollege.edu.au)  
**Website:** [www.globalcollege.edu.au](http://www.globalcollege.edu.au)

### 13.0 TUITION PROTECTION SERVICE

GCA is a member of the Tuition Protection Service (TPS). TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study under the *ESOS Act 2000*. The TPS ensures that international students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.

Under the ESOS legislation, providers cannot require students to pay more than 50 per cent of their tuition fees before they start the course. However, students, or the person responsible for paying the tuition fees, may choose to pay more than 50 per cent of their tuition fees before they start their course. An option to this effect has been included in the Enrolment form and Offer and Acceptance Agreement.

Under the Tuition Protection Service framework, if GCA is unable to fulfil its obligations to complete a course, the TPS framework will facilitate the placement of students in the first instance and, where this is not possible, provides a refund of unexpended tuition fees (i.e., tuition the student has paid for but has not been delivered by the provider).

### 14.0 QUALITY ASSURANCE

- Quality Advisor will provide an annual review of the marketing materials and provide any outstanding issues in a report to the CEO for action.
- The Director and CEO are ultimately responsible for ensuring compliance is maintained.

### 15.0 RELATED DOCUMENTS

Related documents include the marketing checklist, prospectus course flyers, brochures, and GCA website, along with the Student Information Guide and related policies including Complaints and appeal policy.

### 16.0 POLICY REVIEW

This policy will be reviewed in 12 months from version date or any legislative, regulation or policy update applicable.