

1. Purpose

The aim of Trison Business College Refund Policy & Procedure is to meet the requirements under:

- ESOS Act 2000, section 27 - 31
- ESOS Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
- ESOS Regulations 2001, Regulation 3.19
- Standards for Registered Training Organisations 2015 – Standard 7.3

2.0 Scope

2.1 This policy and procedure applies to all potential and currently enrolled international students.

3.0 Definitions

3.1 Tuition Fees: fees that are directly related to the provision of a qualification/course/unit of study that Trison Business College is providing, or offering to provide, to a student. It includes: tuition services, instruction and delivery to a student, examination, evaluation and or any other assessment required for the completion of the unit of study and recognition of prior learning (RPL). It may also include:

- course materials, such as subject outlines, reading lists
- admissions services, including application costs

3.2 Non-Tuition Fees: fees that are indirectly related to the provision of a qualification/course/unit of study that Trison Business College is providing, or offering to provide to a Student and includes:

- reference texts and books
- administration fines or penalties
- student services and amenities fees that are not of academic nature

3.3 Census Date: This date is set by Trison Business College and it is the deadline for various requirements, including making upfront payments of your tuition fees or the commencement date of the qualification, course or unit of study.

3.4 Prepaid Fees (sometimes referred to as ‘fees collected in advance’) means fees collected before the relevant services have been provided. These include payments made at any time before, during or after the learner enrolls.

3.5 Offshore International Student: a student granted a visa to study at Trison Business College who is outside Australia.

3.6 Onshore International Student: a student granted a visa to study in Australian who is already residing in Australia at the time of enrolment at Trison Business College.

3.7 Refund: amount of fees paid by the student to the provider, which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act (2012 Amendment), a refund may only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student).

3.8 Provider Default: when Trison Business College is in breach of the agreement with a student. The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines provider default as follows:

- (1) A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:
 - (a) Either of the following occurs:
 - (i) The provider fails to start to provide the course to the student at the location on the agreed starting day;
 - (ii) The course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
 - (b) The student has not withdrawn before the default day
 - (c) The course is not provided in full to the student because a sanction has been imposed on Trison Business College or any other reason.

3.9 Student Default: The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows: An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- 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:

- 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;
- the student breached a condition of his or her student visa;
- misbehaviour by the student.

4.0 Responsibility

4.1 It is the responsibility of the Chief Executive Officer, Director (s), Training & Campus Manager (s), and the Student Support and Administration Officer (s) to ensure this policy & procedure is implemented.

5.0 Policy Statements and requirements

5.1 Trison Business College shall ensure that the refund information will be made available to students prior to and through the enrolment process.

5.2 Trison Business College shall enter into a written agreement with each student. The written agreement must set out:

- a) amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider);
- b) processes for claiming a refund;
- c) a plain English explanation of what happens in the event of a course not being delivered; and
- d) a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.

It must be signed by the student prior to enrolment.

5.3 Trison Business College will communicate in writing (and make publicly available) the current Refund policy and procedure to its students, employees, agents via:

- Trison Business College’s website,
- staff handbook,
- student handbook, and
- student enrolment agreement and form,

Also, it will be communicated verbally at staff induction and student orientation programs and upon request.

5.4 Trison Business College requires a written request to be made for all refunds.

5.5 All 'refunds' are to be approved/signed off by either the:

- Training & Campus Manager or
- Chief Executive Officer or
- Director

5.6 All applications for refund shall be processed within Twenty-Eight (28) days of the application being placed or a notification of withdrawal being made. The student will be notified via either his/her nominated email or via post of the outcome of the refund application. A record of the refund will be kept on the student's individual file.

5.7 If a refund is granted to a student, Trison Business college shall provide a statement explaining how the amount has been calculated. Any fees charged to the student to cover the administrative costs of processing a student's enrolment application are non-refundable.

5.8 Refunds of course money applies when the following circumstances occur:

- Provider default (refer sections 46A and 46D of the Act)
- Student default where the provider has not entered into a written agreement with the student that meets the requirements of section 47B of the Act (refer 47E(1)(b)(i) of the Act) that is, a compliant agreement
- Student default owing to visa refusal (refer sections 47A, 47D(5) and 47E(1)(b)(ii) of the Act).

5.9 All students have the right to appeal a refund decision made by Trison Business College. Student wishing to access the Grievances, Complaints and Appeals Policy and Procedure should contact student administrations or via Trison Business College website.

Any complaints or disputes regarding refunds are to be referred to either:

- The Training and Campus Manager or
- The Chief Executive Officer, or
- The Director.

5.10 Any information that the student provides to Trison Business College or that Trison Business College collects about the student (including payments and refunds) can be communicated to authorized State and Commonwealth Agencies.

5.11 The Policy and Procedure shall ensure that all students are treated fairly and with integrity when applying for refunds. All refunds applications are to be submitted to the Student Support and Administration Officer (s) and the following procedures will be followed in assessing the application.

5.12 Statement of Attainment will be issued to students at no charge on student withdrawal, cancellation or transfer, prior to completing the qualification, provided the student has paid in full for the tuition related to the units of competency to be shown on the Statement of Attainment.

6.0 Refund Procedures

6.1 The student must fill and submit the:

- “Request for Refund” form and
- “Student Withdrawal” form (if applicable)

to Trison Business College’s Administration Officer either electronically via email to: enquiry@trison.edu.au or directly to the Trison Business College office(s). The forms can be downloaded from the Trison Business College web site www.trison.edu.au, or can be obtained from any of the college’s offices.

6.2 After receiving a formal withdrawal/refund notification or application from the student, the Trison Business College’s Administration Officer (in conjunction with the Training/Campus Manager) and within 28 days must process the request.

Eligibility for a refund will be assessed as follows:

A. Circumstances in which a refund will be paid – FULL REFUNDS APPLY

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- Where a course does not start on the starting date outlined in the Letter of Offer
- If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
- At the discretion of Trison Business College’s CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
- If an offer of a place is withdrawn by Trison Business College and this is not due to incorrect or incomplete information being provided by the student.

B. Circumstances in which a partial refund will be paid – PARTIAL REFUND

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Partial refunds will also be provided in the same manner as for provider default (as above) where Trison Business College fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code 2007.
- If an international student is refused a visa (student default) before commencing their course, Trison Business college will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result Trison Business College withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less administration fee.
- Where a student has not met the conditions included in the letter of offer and withdraws 28 days before course commencement, the deposit paid will be refunded less administration fee.
- Where a student withdraws from a course 28 days before the course commencement, except for the reasons set out above, 50% of the deposit paid will be refunded.
- If a student withdraws or defers their course after the course has started and they have paid for units/clusters that have not been commenced. This will be calculated on a per unit or cluster cost calculated as the course fee less administration fees, less textbook fees divided by the total number of units or clusters in the course.

C. Circumstances in which a refund will not be paid – NO REFUND

A student is not entitled to a refund in the following circumstances:

- Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location or the student did not pay the fees due.
- Where Trison Business College terminates the student's enrolment because of a failure to comply with college's policies, misbehavior or unsatisfactory course progress or attendance.

6.3 The student Administration officer will forward the refund documents to:

- Training & Campus Manager or
- Chief Executive Officer or
- Director

For final approval.

6.4 A written explanation (to accompany student refunds) as to how the refund was calculated and a copy of the refund agreement that was signed by the student will be sent to the student by the student administration officer.

6.5 The student administration officer will keep details of refunds provided will be maintained in individual student files.

6.6 Details of refunds must be entered into Refunds Register by the student administration officer.

Student Appeal/Decision Review Request (Internal)

6.7 Should a student's request for refund be declined and if the student wishes to request a review of the decision, this must be made within 28 days of receipt of the original decision.

6.8 The appeals process is initiated and activated by a student completing the student Grievances/Complaints/Appeals Form. The form is available at Trison Business College Office and on the Trison Business College's website: www.trison.edu.au. The form is to include:

- the date of the original decision,
- fully state the reasons for applying for the review and/or the reason the student feels the decision is unfair,
- a summary of the grounds the appeal is based upon,
- resubmit all relevant written items originally submitted or any additional relevant evidence.

6.9 The appeal shall be lodged through student administrations and the Student Administration Officer shall ensure the details of the appeal are added to the 'grievances, complaints and appeals register'.

6.10 The Student Administration Officer shall forward the Appeal to the Chief Executive Officer/CEO. The Chief Executive Officer/CEO will be the Trison Business College staff to review the decision should a student's initial request be declined.

6.11 The Chief Executive Officer/CEO will acknowledge in writing either via an email or a letter, a student's request for review of a decision not to re-credit a student's balance/fees.

6.12 The Chief Executive Officer/CEO will provide a written notification to the student. The notification shall include the following details:

- the outcome of the review/decision,
- reasons for the decision, and,
- advice that a student has the right to apply to any of the following organisations for a review of the original decision or a decision that has been reviewed.
- Contact details of a person who can answer questions in relation to the outcome of the review.
- The contact details and address of the nearest AAT together with the approximate cost of an appeal

External Appeal

6.13 If a student is still dissatisfied with the decision of Trison Business College, a student may wish to refer the matter to an external independent / third party mediator. In this situation, the Student Administration Officer must advise the student that the appeal can be lodged in writing, by phone or email to the following organisations:

- National Registering Body – Australian Skills Quality Authority (ASQA)
Ph:1300 701 801 or submit your complaint using the [online complaints form](#).
- The Administrative Appeals Tribunal (AAT).
Phone:1800 228 333 or email: generalreviews@aat.gov.au
- Australian Council of Private Education and Training's (ACPET)-if applicable:
Ph (03) 9412 5900 or email: acpet@acpet.edu.au
- The National Training Complaints Hotline on 1800 000 674

Overseas students enrolled with a private training provider can lodge an external appeal with the Commonwealth Overseas Students Ombudsman. Contact details for the Overseas Students Ombudsman are available from <http://www.ombudsman.gov.au/making-a-complaint/overseas-students>

Note:

- This policy & procedure, the agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.
- Trison Business College's dispute resolution processes do not remove the student's right to pursue other legal remedies where they feel necessary.