



009-PP-PBS

Refund Policy & Procedure

1.0 Purpose

- 1.1 This Refund Policy and Procedure defines the requirements for, and the system used to ensure, correct processing of refunds as per aspects of the National Code Standard 3.

2.0 Responsibilities

- 2.1 Finance Department is responsible for:
- 2.1.1 updating and implementing this policy and procedure
 - 2.1.2 assisting the Principal to ensure that staff and students are aware of its contents and that staff implement its requirement
- 2.2 Accounts Payable Officer is responsible for:
- 2.2.1 Processing the **227-FM-PBS Refund Request Form** and all supporting documentation
- 2.3 The Business Manager in conjunction with the Principal is responsible for authorising academic refund requests
- 2.4 The Accounts Payable Officer is responsible for the processing of refunds as outlined in this policy
- 2.5 The IR Manager is responsible for liaison with Agents in the case where a refund needs to be made to an Agent.

3.0 Requirements

- 3.1 PBS will provide information on:
- 3.1.1 refunds of course money (Std 3.1c)
 - 3.1.2 amounts that may or may not be repaid to the student (including any course money collected by the education agents on behalf of the registered provider (4.5)
 - 3.1.3 a 'Plain English' explanation of what happens in the event of a course not being delivered (5.0)
 - 3.1.4 processes for claiming a refund (6.0)
 - 3.1.5 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'. (8.3)
- 3.2 In the event that a course is cancelled, a refund will only be considered if a suitable alternative class is not available to the student
- 3.3 227-FM-PBS Refund Request Form must be correctly completed and submitted to PBS Accounts Payable for review and processing
- 3.4 PBS agrees to refund, within 4 weeks subject to above conditions within this policy

4.0 Refund Policy--Student Default

- 4.1 Student Default applies under section 47A of the ESOS Act; an overseas student or intending overseas student defaults, if:
- the course starts at the location on the agreed starting day, but the student does not attend the course on that day and has not previously withdrawn
 - the student withdraws – before or after the agreed starting day; or
 - the school (PBS) refuses to provide (or continue to provide) course due to:

- non-payment of fees;
- the student breached a condition of his/her student visa
- misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A (3)).

No refund is applied to this circumstance.

- 4.2 In case of visa refused circumstances of student default:
- student hasn't started course for visa rejection only
 - PBS's Finance Manager will refund all the fees except the application fee and \$500 administration expenses.
 - Student has started course/onshore enrolment
 - PBS's Finance Manager only makes a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default.
- 4.3 In the situation where the VISA application has been refused, PBS's Finance Manager will refund all the fees except the application fee and \$500 administration expenses.
- 4.4 PBS's Finance Manager will make a refund in Australian Dollars only within 4 weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined on this 227-FM-PBS Refund Request Form.
- 4.5 All refund considerations will be strictly limited to the total of monies which PBS has actually received. The refund calculation will not include:
- application fee
 - enrolment fee
 - Overseas Student Health Cover (OSHC)
 - administration expenses totalling no more than the lesser of \$500 or 5% of total course money received before the default date
 - the part of expenses for travel
 - bank charges
 - accommodation and other domestic services that cannot be offset by providing the services to someone else
 - equipment and other materials needed for the course
 - proportion of course money received for the proportion of the course provided to the student before the default date
 - Agent's commission paid either directly by the student or through PBS on behalf of the student whether the commission was paid before or after monies were received by PBS.
- 4.6 Special consideration regarding refunds will be made for students who can demonstrate, through relevant documentation, which exceptional circumstances apply to their withdrawal or cancellation.
- 4.7 Once any complaints and appeals processes are complete and the student default is confirmed, PBS's Finance Manager will:
- notify the Secretary and the TPS Director (via PRISMS) of the student default within 5 business days
 - report cancellation of the student's enrolment to the Department of Immigration and Border Protection (via PRISMS) (ie a section 19 report) within 14 days
 - finalise the student default obligations as set out in the written agreement with the student within 28 days; and
 - report the outcome of the student default (via PRISMS) within 7 days.

5.0 **Refund Policy--Provider Default** (Part 5, Division 1, Subdivision A of the ESOS Act)

Refunds in situations of Provider Default are covered by the provisions of ***The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012*** and apply if:

- PBS does not offer a course at the location on the advertised start date or
- terminates a course after the course start date or before the course completion date or
- does not provide a course as advertised due to sanctions by any authority or
- does not provide a course in full or
- the student has not withdrawn from the course before the default day.

In such a case PBS's Finance Manager will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default if an alternative placement with another provider cannot be found to the student's satisfaction. Such refunds will be made within 2 weeks following the default date.

Section 46A of the ESOS Act sets out the following reporting obligations when a provider defaults:

Notifying the Secretary, the TPS Director and students

As per Section 46B of the ESOS Act, PBS's Finance Manager will notify the Secretary and the TPS Director of the default within 3 business days of the default occurring and also notify students (and parent if the student is under 18), in writing and meeting the requirements of Section 46B.

Provider obligation period to students (14 days after the day of the default)

Under Section 46D of the ESOS Act, PBS's Finance Manager will confirm an alternative course and refund unspent fees.

Notification of the outcome--discharge of obligations

Under Section 46F of the ESOS Act, PBS's Finance Manager will give a notice to the Secretary and the TPS Director of the outcome of the discharge of obligations within 7 days after the end of the obligation period. If PBS's obligations are not met, affected students may be assisted by the TPS Director.

6.0 **Procedure**

To request for fees refund, the student/guardian must:

Correctly complete the **227-FM-PBS Refund Request Form**, available from Reception, and submit it to the Accounts Payable officer. The Accounts Payable:

- 6.1 ensure all sections of the **227-FM-PBS Refund Request Form** are fully completed by the student.
- 6.2 pass the **227-FM-PBS Refund Request Form** and any supporting documentation to the Business Manager.
- 6.3 Business Manager will consult with relevant PBS personnel in order to make a decision on the request
- 6.4 notify the student/guardian in writing of the outcome of the application.

The Accounts Payable Officer will facilitate the refund within 4 weeks.

7.0 **Home-stay Refund Procedures**

- 7.1 If a student cancels accommodation less than 7 days before arrival, they will be charged the Accommodation/Homestay placement fee (if applicable), plus a cancellation fee equivalent to 1 week's accommodation.
- 7.2 If a student cancels accommodation after arrival, 4 weeks' notice is required; any accommodation fees in excess of the notice period will be refunded less a 10% cancellation fee.

8.0 In all cases:

- 8.1 The school will provide the student or agent with a written statement detailing how the refund amount has been calculated.
- 8.2 The school's dispute resolution processes do not circumscribe a student's right to pursue other legal remedies.
- 8.3 This agreement does not remove a student's right to take further action under Australia's consumer protection laws.
- 8.4 No refunds will be paid to a third party unless it is indicated at the time the refund application is lodged, that any refunds due are payable to a third party or situation.
- 8.5 The school may not be able to process a refund within agreed terms if sufficient banking details or supporting documents have not been provided.
- 8.6 The school maintains evidence of the offer of a refund by the School's Finance Manager and the student's response, if the school's legal entity changes and a student is offered a refund as a result of the change.
- 8.7 In terms of the student default notification and reporting obligations under the ESOS Act, the student default is not confirmed until any internal or external complaints and appeals process is completed. Additionally, the school will not cancel a student's CoE without giving the student access to complaints and appeals processes.

9.0 Definitions

- 9.1 **Non-delivery of course** – A CRICOS Code course in entirety is unable to be delivered. Timetabled class cancellations do not constitute non delivery where this same CRICOS course code is provided under other timetables.
- 9.2 **Full set of refund request documentation** refers to a **227-FM-PBS Refund Request Form**, supporting documents and statement signed by student.
- 9.3 **Supporting document** can be visa rejection letter from the government authority, doctor certificate or any other official document that are certified.
- 9.4 **"Start date"** is defined as the first day of your course, outlined in offer letter and/or electronic Confirmation of Enrolment (eCoE).

10.0 References

- 10.1 The National Code Standard 3
- 10.2 <https://tps.gov.au/StaticContent/Get/FaqsForProviders>

11.0 Revision History

Revision: December 2016

Rev.	Date	Description of modifications
1.	03/03/2015	Initial Policy
2.	27/03/2015	Section 8.6 added – if school's legal entity changes and a refund is offered
3.	16/04/2015	Sections 4.7; 5.0; 8.7; 10.2 added