

## CHS Overseas Students Withdrawal and Refund Policy

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## 1. Purpose

This policy is designed to assist the College in assessing student applications for a full or partial refund of tuition fees paid in advance following their withdrawals from a course or unit of study. It also provides clear information to overseas students regarding refund terms and conditions.

## 2. Scope

- The policy applies to all commencing and re-enrolling students and to students seeking to withdraw from a course or courses for which they have paid fees. It also applies to those students whose Confirmation of Enrolment (CoE) has been cancelled for courses for which they have paid course fees.
- This policy applies to all fees paid including those collected by education agents on behalf of CHS.
- This policy does not affect student’s right to submit an internal complaint and or external complaint (to the Overseas Students Ombudsman) nor does it affect student’s right to take action under Australia’s consumer protection laws.

## 3. Definitions

Term	Definition
<i>Agent commission fees</i>	The fees payable to approved CHS agents for completed student enrolments.
<i>Appeal</i>	The review of a decision made by CHS under this policy.
<i>Applicant</i>	The student making an application to CHS under this policy.
<i>Census date</i>	The final day for withdrawal from a course or unit of study without incurring academic penalty.
<i>CoE</i>	Confirmation of Enrolment.
<i>CHS</i>	ECA Higher Education Institute trading as ECA College of Health Sciences.
<i>Course</i>	A program of study leading to a formal CHS qualification.
<i>Credit</i>	The positive balance of a student account, being a balance greater than zero, as a result of an over-payment of fees to CHS.
<i>Critical incident</i>	A traumatic event, or the threat of such (within or outside Australia), which causes extreme stress, fear or injury.

<b>Term</b>	<b>Definition</b>
<i>Compassionate and compelling circumstances</i>	Situations which are generally beyond the control of the student and which have an adverse impact on the student’s capacity and/or ability to: commence their course on the scheduled start date, but within two weeks of that date; or to attend scheduled classes for a significant period of time during the enrolment period. Such circumstances include, but are not limited to: Inability to begin studying at the scheduled date due to the late issue of a student’s visa and consequent delay in travel to Australia; serious illness or injury, where a verified medical certificate states that the student was unable to attend on the commencement date and/or for a significant time through the course; bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided); the student recently giving birth or a student’s partner recently giving birth, thus preventing commencement on the published start date or attendance for some time through the course (with supporting documentation); major political upheaval or natural disaster in the home country preventing their departure for Australia, or requiring their emergency travel to their home country; and a traumatic experience..
<i>Defer/Deferment</i>	To temporarily delay or postpone the commencement of studies.
<i>DOI</i>	Department of Immigration.
<i>Evidence</i>	Will vary with regard to the specific circumstances but could include: relevant Immigration visa documents; relevant travel documents; relevant media reports relating to a natural disaster impacting on a student’s area of residence; a relevant medical, death or birth certificate; a police incident report; a social worker’s report; and/or a psychologist’s report. Certificates not written in English must be translated into English by approved NAATI translators.
<i>Letter of Offer</i>	a written offer made by CHS to a prospective student offering them an enrolment place in a course.
<i>Non-tuition fees</i>	Includes: Enrolment Fee CoE Processing Fee Change of Course Fee Airport Pick-up Fee Accommodation Placement (Booking Fee)
<i>OSHC</i>	Overseas Student Health Cover
<i>Overseas Student</i>	Any person who is enrolled in any course or program offered at, or in conjunction with, CHS who is on an overseas student visa.
<i>Packaged Courses</i>	Packaged courses refer to situation when a student is offered enrolment in two or more courses sequentially placed in which progression to the higher level course is subject to satisfactory completion of the lower level course. In packaged courses the Confirmation of Enrolment Certificate covers 2 or more courses, each of which have its own CRICOS registration code.
<i>Principal course</i>	The final course providing the highest qualification in a student’s sequenced package of courses
<i>Principal course provider</i>	The registered provider delivering the final or principal course in a student’s sequenced package of courses.

<b>Term</b>	<b>Definition</b>
<i>Prospective student</i>	A student who intends to enrol in a course offered by CHS.
<i>Refund</i>	An overpayment of fees or charges which is reimbursed to the payee.
<i>Tuition fees</i>	The total tuition fees for study in an applicable Course or Study Period of an applicable Course. This includes the Initial Course Tuition Fees paid upfront as a condition of being issued with an CoE upon acceptance of an offer of a place in that the applicable course/s; and any remaining fees due to be paid for the applicable Course or Study period in the applicable Course/s.

## 4. Contractual Relationship

If an applicant accepts a place offered by CHS, pays the stipulated fees and signs the Agreement attached to the letter of offer, and is subsequently issued with a confirmation of enrolment (CoE), a binding contract has been created between the student and CHS.

## 5. Refund Terms and Conditions

This policy, terms and conditions, the associated procedure and templates form part of the binding contract between CHS as the provider and student.

### 5.1 Refunds due to Visa Issues

- If a student's visa application is refused and the student is yet to commence the course, the student will be entitled to a full refund of any prepaid course fees, minus the lesser of 5% of the amount of the course fees or \$500; and a full refund of the OHSC fee.
- The student is required to notify CHS, apply for a withdrawal and refund on-line, and submit a verified copy of the original visa rejection letter from the Australian Embassy/consulate or immigration office.
- If a student withdraws their visa application on request from CHS, the student will be entitled to a full refund of the any prepaid course fees minus the lesser of 5% of the amount of course fees or \$500; and a full refund of the OHSC fee.
- The student will need to apply for a refund on-line, and CHS will process the application and refund the approved amount to the student.
- If a student cannot start their course on time because the visa application processing is delayed by circumstances beyond the student's control CHS will defer the student's enrolment and provide documentation for the next commencement date if an on-line application is submitted before the census date, with documentary evidence relating to the delay in visa processing.
- CHS will provide no refund if the student fails to submit an application for change of course start date by the required date.
- If a student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions, there will be no refund of any prepaid course fees for their current course and any subsequent package course.
- Any agency commission fees paid in relation to a student whose visa application is rejected is to be fully refunded by the agency to the CHS.

### 5.2 Refunds due to Provider Default

- If CHS or one of its associated providers cancels a course for which it has issued a CoE and does not offer an equivalent or alternative course, the affected student will be entitled to a refund of any unspent tuition fees and, if the student has not commenced the course or any course in a package, a full refund of the OHSC fee.
- If CHS or one of its associated providers cancels a course for which it has issued a CoE, offers an alternative equivalent course at no extra cost to the student, and a student accepts that offer, the student will be issued with a new Letter of Offer for the alternative course and the unspent tuition fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the unspent tuition fees will be transferred from the discontinued course to the alternative course and the student will be issued with a CoE for the equivalent alternative course.
- CHS will issue a new Letter of Offer for the alternative course at no extra cost to student, and will issue a CoE for that course upon transfer or payment of the fees.
- If CHS or one of its associated providers cancels a course for which it has issued a CoE, offers an alternative equivalent course at no extra cost to the student, but the student rejects that offer and seeks a release to pursue an equivalent alternative course with another provider, the student will be entitled to a refund of any unspent tuition fees.

### **5.3 Refunds and Student Withdrawal - Package Courses**

- If a student's CoE is cancelled as a result of their withdrawal before or after the commencement date of a course which is part of a CHS package program, they are entitled to no refund of any paid course fees for the course withdrawn from or for any subsequent package courses.
- A student is required to submit course withdrawal and refund applications on-line, and CHS will process the application/s and provide its response within the specified time.
- If a student's CoE is cancelled for a breach of their student visa conditions, conditions of enrolment and/or the National Code Standards (unsatisfactory attendance, unsatisfactory academic progress, non-payment of fees, etc.), they are not entitled to refund of any paid course fees for the course withdrawn from or for any subsequent package courses.
- If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances before the commencement date of the first course in the packaged program, they are entitled to a refund of the prepaid tuition fees for the course withdrawn from plus for any subsequent package courses, minus the lesser of 5% of the amount of course fees received before the course default date or \$500.
- If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances after the commencement date of the first course in the packaged program, they are entitled to a refund of any unspent tuition fees for the course plus for any subsequent package courses at the time of withdrawal.
- The student will receive a full refund of their OHSC fee if they withdraw before the commencement date of their first package courses; or no refund of their OHSC fee if they withdraw after the commencement date of their first package course.

### **5.4 Refunds and Student Withdrawal – Non Package Courses**

- If a student's CoE is cancelled as a result of their withdrawal more than 8 weeks (56 days) before the commencement date of their non-package course, they are entitled to a full refund of any prepaid course fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of their OHSC fee.

- If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date of their non-package course, they are entitled to a 75% refund of any prepaid course fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of their OHSC fee.
- If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date of their non-package course, they are entitled to a 50% refund of any prepaid course fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of their OHSC fee.
- If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal less than 2 weeks (14 days) before, or after the commencement date of their non-package course, they are not entitled to refund of any prepaid course fees. However, they are entitled to a full refund of their OHSC fee if cancellation is before the official semester commencement date or no refund of their OHSC fee if cancellation is after the official semester commencement date.
- If a student's CoE is cancelled as a result of a breach of student visa conditions, conditions of enrolment and/or National Code Standards (unsatisfactory attendance, unsatisfactory academic progress, non-payment of fees, etc.), they are not entitled to refund of any prepaid course fees and no refund of their OHSC fee.
- If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances before the date of course commencement they are entitled to a refund of the tuition fees, minus the lesser of 5% of the amount of any course fees received before the default date or \$500, if the withdrawal is before course start date.
- If the withdrawal is after the course commencement date, the student is entitled to a part refund, being the unspent tuition fees at the time of withdrawal, and a full refund of their OHSC fee if they withdraw before their course commencement date; or no refund of their OHSC fee if they withdraw after their course commencement date.

## **6. Accommodation Refunds**

- If a student cancels their accommodation more than two weeks (14 days) before their arrival date they are entitled to a full refund of any pre-paid rent for both Homestay and CossyStay accommodation.
- If a student cancels their accommodation more than two days (48 hours) but less than two weeks (14 days) before their arrival date they are entitled to a part refund of their pre-paid Homestay rent, will forfeit any placement fee and 2 weeks rent; plus, a part refund of any CossyStay rent payment. The student will also forfeit \$350.00.
- If a student cancels their accommodation less than 2 days (48 hours) before their arrival date they are not entitled to any refund and will forfeit any pre-paid rent.

## **7. OHSC Refunds**

If a student cancels or withdraws from a course after the commencement date they are required to submit a refund application directly to the OSHC fund.

## **8. Related Documents**

- CHS Overseas Student Transfer Between Registered Providers Policy
- CHS Overseas Students Refund Procedure

- CHS Withdrawal Policy and Procedure
- Refund Application Form
- Course Withdrawal Form
- Special Consideration Form
- Fee Extension Application Form
- Change of Course Preference Application Form

## **9. Related Legislations and Regulations**

- The ESOS Act, National Code, Standards 7 and 9
- The Higher Education Standards Framework, (HESF 2015), Domain 1
- Overseas Student Tuition Protection Service Requirements ([www.tps.gov.au](http://www.tps.gov.au))

## **10. Records Management**

The records associated with this policy shall be maintained in accordance with the CHS Records Management Policy and also CHS Student Academic Records Management Policy.

