

PE07A Refund Policy and Procedure

Purpose

This Policy and Procedures defines the refund guidelines for all new and continuing students enrolled at Primus English.

The ESOS Legislation Amendment Act 2012 specifically details legislation with respect to provider default obligations, designated accounts and limits on pre-paid fees.

Primus English is committed complying with these legislative instruments which aim to strengthen consumer protection.

A copy of this policy must be provided to prospective students before a Student Agreement is signed or any money is received by Primus English.

Legislation

The following legislation is applicable to this policy and procedure:

- Education Services for Overseas Students Act 2000 (ESOS Act 2000) and ESOS Regulations 2001
- Education Services for Overseas Students Legislation Amendment (Tuition Protection Services and Other Measures) Act 2012
- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (National Code 2018), Standards 2 and 3

Scope

This policy and procedure applies to all international students enrolled or applying to enrol at Primus English.

Responsibility

This Policy is regularly communicated to all staff and students and agents are informed of this policy through a copy available at the time of application through the website, the student handbook and through Orientation. The Principal Executive Officer has overall responsibility for this policy and procedure.

Definitions

Principal Course:

The main course of study to be undertaken by a 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.

Enrolment Administration Fee and other charges:

The fee payable to make an Application to study a course at Primus English comprises:

- Partial tuition fee, Enrolment Fee plus Material Fee and
- Airport reception and accommodation booking fee (where applicable).

Tuition Protection Services (TPS)

Tuition Protection Services, as defined under the *Education Services for Overseas Students Legislation Amendment (Tuition Protection Services and Other Measures) Act 2012*.

Tuition Fees

Anything directly related to the provision of the course. Tuition fees do not cover the cost of text books, material costs, overseas health cover, excursions, accommodation or airport pick-up.

Unexpended pre-paid tuition fees

This is the portion of tuition for which a student has paid, but for which tuition has not yet been received. This portion is calculated in accordance with the ESOS Act.

Student:

A student who is enrolled at Primus English and includes both prospective students and enrolled students who hold student visas, as defined by the ESOS Act, but does not include students of a kind prescribed by the ESOS Regulations.

PROCEDURE

1. General

- 1.1 Except as provided by law, refund of tuition fees will only be granted in accordance with the Primus English Refund Policy.
- 1.2 Each student acknowledges and agrees to the terms and conditions of the Refund Policy upon signing the International Student Application Form and Student Agreement.
- 1.3 Primus English reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws and/or to amend the amount of the non-refundable Administration Fee.
- 1.4 Primus English is obliged to inform the Department of Home Affairs of any change of status where a student:
 - 1.4.1 completes his/her course early
 - 1.4.2 transfers to another provider
 - 1.4.3 is excluded on academic grounds and fails to meet his or her visa conditions defers or suspends his/her study; or
 - 1.4.4 otherwise changes the expected completion date of his/her study

- 1.5 The funds paid for tuition fees must be cleared at the time the refund request is made by the student and all debts to Primus English must be paid before any refund can be made.
- 1.6 The refund must be paid to the same person or body from whom the payment was received on behalf of the student, unless the student gives written direction to pay someone else. Refunds will not be paid to agents.
- 1.7 Primus English may, in its absolute discretion, refund some or all tuition fees where it determines that there are extenuating or compassionate circumstances.
- 1.8 This Policy, the Student Agreement and the availability of Complaints and Appeals processes, do not remove the right of students to take action under Australia's Consumer Protection Laws.

2. Refunds in the event of provider default

- 2.1 Provider default is considered when:
 - 2.1.1 the course does not start on the agreed starting date, which is notified in the Letter of Offer
 - 2.1.2 the course stops being provided after commencement and before it is completed
 - 2.1.3 the course is not provided fully to the student because Primus English has a sanction imposed by a government regulator; or
 - 2.1.4 an offer of a place is withdrawn by Primus English and no incorrect or incomplete information has been provided to the student.
- 2.2 In the unlikely event that Primus English is unable to deliver a course in full, the student will in the first instance be offered an alternative course in which the entry requirements are met and which is acceptable to the student. If a suitable course is not offered, then a refund of an amount of unexpended pre-paid tuition fees will be made by the Tuition Protection Services Director (TPS Director)

The student has the right to choose whether he/she would prefer a refund equivalent to the unexpended pre-paid tuition fees, or to accept a place in another course.

- 2.3 If the student chooses placement in another course, the Institute will ask the student to sign a document to indicate acceptance of the placement. Where the student agrees to this arrangement, Primus English will not be liable to refund the money owed for the original enrolment.

- 2.3.1 If Primus English is unable to provide a refund or place a student in an alternative course, pursuant to the *Education Services for Overseas Students Legislation Amendment (Tuition Protection Services and Other Measures) Act 2012*, then the TPS Director will place the student.

Total Refund

A full refund, less an Administration Fee, will be provided to the student where:

- 2.4.1 the student is unable to obtain a student visa
 - 2.4.2 illness or disability prevents a student from taking up the course
 - 2.4.3 the student has been excluded from Primus English for failure to meet progression rules and where fees were paid in advance or notification of exclusion
 - 2.4.4 death of a close family member of the student (parent, sibling, spouse or child); or
 - 2.4.5 other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the Principal Executive Officer or his/her nominee, as preventing a student from taking up the course.
- 2.5 Where an Application for Refund is made under paragraph 2.5, the student must provide, at the time of making the Application, documentary evidence to the satisfaction of Primus English, in support of one or more of the grounds listed in paragraphs 2.4.1 to 2.4.5.
- 2.6 where Primus English withdraws an offer based on incorrect or incomplete information supplied by the student, all fees paid for the study period are refundable less an Administration Fee.
- 2.7 where a student, after accepting an offer of a place, withdraws from a course, more than 10 weeks before the commencement of a study period, 100% of the tuition fees paid for that study period are refundable, less an Administration Fee.

3 Partial Refund

3.1 Partial refunds of the amounts specified below will be provided in the following circumstances:

- 3.1.1 Where a student, after accepting an offer of a place, withdraws from a course more than 4 weeks and up to 10 weeks before the commencement of a study period, 70% of the tuition fees paid for that study period are refundable less an Administration Fee.
- 3.1.2 Where a student has received a packaged offer and the student:
 - a) has paid the relevant fees in advance for both courses in accordance with the TPS guidelines; and
 - b) gives more than 4 weeks' written notice, prior to the commencement of the principal course, of his/her inability to undertake the principal course, all tuition fees paid for the principal course are refundable less an Administration Fee.

4. Refunds to Students who obtain Permanent Resident Visa Status

- 4.1 Permanent resident status is recognised from the date that the permanent resident visa is formally notified to the student and not the date on which the application for the permanent visa was made.

4.2 If a student obtains Australian permanent resident status before his or her enrolment in a course but after the date of the Letter of Offer for the course, any fee-paying overseas place will be withdrawn.

4.3 If the student wishes to continue study at Primus English he/she:

4.3.1 must apply for a local student place

4.3.2 will be subject to the selection criteria applicable to local student applicants

4.3.3 If accepted for a place as a local student, will be liable to pay the local Student Tuition and course Fee for that course.

4.4 If the student has already paid the tuition fees applicable to overseas students for this study period, or any future study periods, a total refund of these fees is payable to the student.

4.5 If a student is granted permanent resident status after enrolling in a course, the student will be liable to pay the tuition fees which apply to overseas students for the semester in the course of which the permanent resident status was granted.

5. No Refunds

5.1 A student who withdraws or defers from a course within calendar 28 days before the commencement of a study period shall not be eligible for a refund for that study period except for the reasons outlined in paragraphs 4.1 to 4.5 above.

5.2 A student who withdraws or defers from a course after the commencement of the semester shall not be eligible for a refund for that study period except for the reasons outlined above.

5.3 A student whose enrolment is either suspended or cancelled for whatsoever reason, including but not limited to misbehaviour or non-payment of fees to Primus English, shall not be eligible for a refund.

5.4 A student whose visa is cancelled during the enrolment of a course shall not be eligible for a refund.

6. Process for Claiming Refunds

6.1 Refund requests for full or partial refunds must:

6.1.1 be made in writing on the Application for Refund Form, available at the Student Administration Office; and

6.1.2 set out the reasons for the request; and

6.1.3 be accompanied by supporting documents as may be appropriate; and

6.1.4 be forwarded to:

Sam Bhatia - Principal Executive Officer

PRIMUS ENGLISH

Level 3, 123 Lonsdale Street, Melbourne, 3000

6.2 Information provided by the student on the Refunds Application Form must include:

- 6.2.1 date of the claim
- 6.2.2 full name of student
- 6.2.3 course in which the student was enrolled
- 6.2.4 basis for making the claim
- 6.2.5 amount claimed
- 6.2.6 address to which the refund is to be forward
- 6.2.7 student's payment details
- 6.2.8 student's signature; and
- 6.2.9 all documents relevant to consideration of the claim

6.3 Claims will not be processed where the signature on the claim does not match the student's signature, as shown on other documents provided by the student for admission to Primus English.

6.4 Refunds will be reimbursed in Australian dollars.

Where a student is dissatisfied with a decision to provide or not to provide a refund, he/she may appeal that decision in accordance with Primus English's *Complaints and Appeals Policy and Procedure*. These Complaints and Appeals processes do not restrict the student's rights to pursue other legal avenues

7. Payment of Refunds

Applications for refunds to students must be authorized by the Principal Executive Officer or his/her nominee.

- 7.1.1 In circumstances where a Primus English course does not start on the agreed date, or in which Primus English stops the course after commencement and before it is completed, or where the course is not provided fully to the student because Primus English has a sanction imposed by a government regulator, the refund of the unexpended portion of the pre-paid tuition fees will be paid to the student in accordance with the *Education Services for Overseas Students Legislation Amendment (Tuition Protection Services and Other Measures) Act 2012*.
 - 7.1.2 In any other circumstance, Primus English will refund the amount within 28 business days after receipt of the completed and signed Application for Refund Form, together with appropriate supporting documents.
- 7.2 The date of the notification for request for refund is the date on which the request for refund is received by the Principal Executive Officer.