

## International Student Fee Refund Policy

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### 1. PURPOSE

This policy details JMC Academy's:

- Policy on requests from overseas students for a full or partial refund of fees paid to the Academy,
- The process submitting a request for full or partial refund.

### 2. SCOPE

This policy applies to all international students enrolled in or seeking a place in a qualification/course provided by the JMC Academy.

The Academy will grant a refund of tuition fees in accordance with the refund policy set out below.

### 3. DEFINITIONS

**Agreed Starting Date** means the date on which the course was scheduled to start, or a later date agreed between JMC Academy and the student to be the Agreed Starting Date following a period of deferral or temporary suspension.

**Application Fee** means the fee required to be paid by the student when they lodge a Student Application Form with JMC Academy.

**Application for Refund Form** is JMC Academy's prescribed refund request form available at Student Administration.

**Business Day** means a day on which banks are open for business, other than Saturday, Sunday or a National/State declared public holiday.

**Commencement date** means the initial date on which the "Package program" was scheduled to start, or a later date agreed between JMC Academy and the student to be the Commencement date.

**Contact Details** include a student's Australian postal address, telephone number and email address.

**Course Withdrawal Form** is JMC Academy's prescribed course withdrawal form available at Student Administration.

**Default Date** means:

- the day on which JMC Academy did not commence delivery of a scheduled course
- the day on which JMC Academy ceased to provide a course, or
- the day on which JMC Academy refused to provide, or continue to provide, the course to a student, or
- the day on which a student withdraws from the course, or
- the day on which a student failed to commence/recommence a course of study
- the day on which JMC Academy receives evidence from a student of his or her Student visa application refusal

DET is the Department of Education and Training in Australia.

**ESOS Act** means the *Education Services for Overseas Students Act 2000* (Cth).

**Offer Letter** means the letter specifying the terms of the student's enrolment as outlined by JMC Academy.

**Commencement Date** means the date on which the course was scheduled to start, or a later date agreed between JMC Academy and the student to be the course start date and does not refer to any Agreed Starting Date following a deferment period. In the case of the Student being enrolled in a **Package of courses** the Commencement Date means the date on which the first course was scheduled to start, or a later date agreed between JMC Academy and the student and does not refer to any Agreed Starting Date following a deferment period.

**Overseas Student Health Scheme Cover** means the health insurance cover that a student is required to obtain prior to the student commencing his or her enrolment with JMC Academy.

**Package of courses** means a sequence of one or more courses specified in the letter of offer from the Academy for which CoE(s) have been issued.

**Personal Details** includes the student's name, gender and date of birth.

**Personal Information** means any personal details, contact details, course enrolment details, changes to personal information and the information relating to personal circumstances of any suspected breach by the student of a visa condition.

**Principal Course** means the student's main course of study for which the student has a confirmation of enrolment (CoE). If the Student is enrolled in a Package Program, his or her principal course is the course within the package that has the highest qualification and for which the student has CoE. In all other cases, principal course means the student's sole course of study.

**PRISMS** means Provider Registration and International Students Management System provided by the Australian Government.

**Student** means a student who has accepted an offer of enrolment and been issued with a CoE by the Academy.

**Student's Acceptance Agreement** means the prescribed student acceptance agreement attached to the Offer Letter that the Student must submit to the Academy in order to accept an offer of enrolment from the Academy.

**Student's Application Form** means the Academy's prescribed student application form as published on the Academy's website **Terms and Conditions** means these terms and conditions.

**Third Party Fee** means any fee paid to a third party, including any airport pickup fee, accommodation placement fee, , homestay fee, government examination fee, Overseas Student Health Scheme Cover fees, any costs relating to trade supplies and consumables and any cost of living expense paid to third parties specified in the Offer Letter.

**TPS** means the Tuition Protection Service provided by the Australian Government.

**Tuition Fee** means in respect of a Student, the amount specified by the Academy in that Student's Offer Letter as the tuition fee, excluding any Third Party Fee.

**the Academy** means JMC Pty. Limited ABN 53 003 572 012 CRICOS 01259J trading as JMC Academy specified in the Student's Application Form.

**the International Prospectus** means the brochure for international students available on the Academy website.

*For definitions not listed here please refer to JMC Academy's Glossary.*

#### 4. POLICY

FEE REFUND CONDITIONS	REFUND APPLICABLE
<b>Full refund of fees</b>	<b>Full refund of fees</b>
If the application for a student visa is unsuccessful.	A full refund of course tuition fees less the application fee of AUD\$150 will be made within 28 days. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to the Academy upon visa refusal.
If for any reason the Academy is unable to start delivery of the course on the specified starting date.	A full refund of all fees paid in advance of tuition provided by the Academy will be made within 14 days of the specified starting date
If the student withdraws more than 10 weeks before the commencement date of the first course in the “package of courses”	A full refund of course tuition fees paid in advance of tuition less the \$150 application fee
<b>Partial refund of fees</b>	<b>Partial refund of fees</b>
If for any reason the Academy ceases to deliver the course before it is completed	A full refund of “unused” course tuition fees paid in advance of tuition provided by the Academy will be made within 14 days of time the course ceases to be delivered in accordance with the refund requirements of the ESOS Act 2000 section 29 The calculation of ‘unused fees’ is in accordance with applicable ESOS regulations.
At the time of enrolment any Credit Transfer(CT)/ Recognition of Prior Learning(RPL) will be discussed & granted after the student provides sufficient evidence,	If the Credit Transfer allows shortening of the duration of a specific course in the “package of courses” a pro-rata fee will be worked out for the specific course and offered to the student. Once the student accepts the offer, there will be no further reduction of the fee and all refund conditions apply to each course in the “package of courses”
If a student’s visa expires whilst studying a “ <b>package of courses</b> ” and they are not able to complete their “ <b>package of courses</b> ” because their application for an extension of visa is not granted by DOHA	All unused fees paid in advance for each and every course in the “ <b>package of courses</b> ” will be refunded. The Calculation of ‘unused fees’ is in accordance with applicable ESOS regulations.
If the student withdraws between 4 and 10 weeks before the commencement date of the first course in the “ <b>package of courses</b> ”	There will be refund of 70% of any fees paid in advance for each and every course in the “ <b>package of courses</b> ”.
If the student withdraws less than 4 before the commencement date of the first course in the “ <b>package of courses</b> ”	There will be refund of 40% of any fees paid in advance for each and every course in the “ <b>package of courses</b> ”.

No refund of fees	No refund of fees
If the student withdraws after the commencement date of the first course in the <b>“package of courses”</b>	There will be no refund of any fees paid in advance for each and every course in the <b>“package of courses”</b> .
If a student’s visa is cancelled due to their breach of international student visa conditions or the Academy Policies and Procedures or Student Misbehavior after the commencement of the first course in the <b>“package of courses”</b>	Maintaining the conditions of the visa grant and following the Academy’s policies and procedures as agreed is the student’s responsibility. There will be no refund of any fees paid in advance for each and every course in the <b>“package of courses”</b> .
If a student is granted a deferment or temporary suspension of studies after the commencement of a <b>“package of courses”</b> and does not return or commence on the agreed date without the approval of the Academy the student is deemed to have inactively withdrawn, and their enrolment will be cancelled	There will be no refund of any fees paid in advance for each and every course in the <b>“package of courses”</b> .
If a student is provisionally enrolled in a <b>“package of courses”</b> at the Academy subject to providing evidence of the required English language proficiency and fails to provide such evidence prior to commencement of the initial course	There will be no refund of any fees paid in advance for each and every course in the <b>“package of courses”</b> .
Payments to third parties including any airport pickup fee, accommodation placement fee, homestay fee, government examination fee, Overseas Student Health Scheme Cover fees, any costs relating to trade supplies and consumables and any cost of living expense paid to third parties specified in the Offer Letter.	There will be no refunds for any monies received by the Academy on behalf of the student for services other than tuition fees. Refunds for services provided by third parties must be requested from the company delivering the service and will be subject to the respective companies refund policies
Refunds requested more than 180 days from the specified commencement day	No refunds of Tuition Fees will be given to a Student where the Student applies for a refund 180 days after the specified commencement Date
Alternative to refund of fees	Alternative to refund of fees
If for any reason the Academy fails to start delivery of the course on the agreed starting date or ceases to deliver the course before it is completed	The Academy instead of giving a refund may arrange for the student to be offered a place in an alternative course that is acceptable to the student and at no additional expense. If the Academy fails to place the student in an alternative course or give a refund of any unspent pre-paid tuition fees, students may be assisted by the Tuition Protection Service (TPS). Tuition Protection Service (TPS) will attempt to place the Student in a suitable alternative course or, if this is not possible, the Student will be eligible for a refund to be determined by the Tuition Protection Service. The refund will be the amount of unexpended pre-paid tuition fees which the student has paid but which has not been delivered or assessed. Further information on this matter can be found at: <a href="https://www.homeaffairs.gov.au/Trav/Stud/More/Education-Providers-default">https://www.homeaffairs.gov.au/Trav/Stud/More/Ed-ucation-Providers-default</a>

#### 4.1. PROCESS FOR CLAIMING REFUND

- Refund applications must be made in writing on the *Application for Refund Form*; and set out the reasons for the application; and be accompanied by supporting documents as may be appropriate; and be forwarded directly to the International Services office at the Academy.
- Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the College and the Student agreement.
- The funds covering the prepaid tuition fees must have been cleared (i.e. cheques cleared, telegraphic transfers received, etc.) and evidenced in the Academy bank account statements.
- Any refund that is due to the student under this policy will have any debts or outstanding amounts payable to the Academy deducted from the refund.
- Refunds will not be processed where the application date is more than 180 days from the commencement date of the “package of courses”.
- Where a student is dissatisfied with a decision to provide or not to provide a refund he or she may appeal that decision in accordance with the Complaints and Appeals Procedures of the Academy.

This procedure, 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.

#### 5. COMPLAINTS and APPEALS

Students may access the Student Complaints and Appeals Policy – and its associated procedures – at any time, against any decisions prescribed in this policy.

#### 6. POSITIONS RESPONSIBLE FOR IMPLEMENTING POLICY

- Campus Managers
- International Services
- Director of International Services
- Chief Executive Officer
- Director of Finance and Operations

#### 7. RELATED DOCUMENTS

- Special Consideration Policy
- Deferring, Suspending and Cancelling Student's Enrolment Policy
- Deferring, Suspending and Cancelling International Student's Enrolment Procedure
- Deferring, Suspending and Cancelling Domestic Student's Enrolment Procedure
- Student Complaints and Appeals Policy
- Student Complaints and Appeals Procedure
- International Students Appeal Against Intention to Report Procedure
- JMC Academy Glossary

#### 8. RELATED LEGISLATION

This Policy supports JMC Academy's compliance with the following legislation:

- Higher Education Support Act 2003 (Cth),
- Higher Education Standards Framework (Threshold Standards) 2015,
- Education Services for Overseas Students (ESOS) Act 2000 (Cth),
- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

- ESOS National Code 2018, Part B, Standard 3

## 9. POLICY REVIEW DATE

As per Policy and Procedure Review Schedule.

## 10. VERSION CONTROL TABLE

Title	<i>International Student Fee Refund Policy</i>			
Maintained By	International Division			
Approving Authority	Governing Council			
Approved Date	10/11/2018			
Version Number	Modified By	Modifications Made	Date Modified	Status
1.0	P. Gainey	Original version		Superseded
1.1	G. Jedlinska	Reformatted, added related documents and related legislation sections	10/09/2018	Superseded
1.2	M. Hafda	Edited section 5, Complaints and Appeals, to reference its new policy and procedures	8/10/2018	Current