

# International Student Fee Refund

## Policy and Procedure

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## 1. PURPOSE

The purpose of the International Student Fee Refund Policy and Procedure is to specify how JMC Academy will manage the full and partial refunds of the tuition fees to international students.

## 2. SCOPE

The International Student Fee Refund Policy and Procedure applies to all international students enrolled in or seeking a place in a course provided by JMC Academy.

## 3. DEFINITIONS

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

**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 of a study period** means the initial date on which any study period of a course was scheduled to start, or a later date agreed between JMC Academy and the student to be the commencement date.

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

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

**Overseas Student Health Scheme Cover** means the health insurance cover that a student is required to obtain prior to the student commencing their 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 an electronic Confirmation of Enrolment CoE(s) have been issued.

**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 an electronic Confirmation of Enrolment (e-CoE) by JMC Academy.

**Student Application Form** means JMC Academy's prescribed student application form as published on JMC Academy's website.

**Third Party Fee** means any fee paid to a third party, including but not limited to 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 JMC Academy in that Student's Offer Letter as the tuition fee, excluding any third party fee.

All definitions are located in the *JMC Academy Glossary*.

## 4. POLICY

- 4.1. JMC Academy provides international students with transparent and readily accessible information about fees and fee refunds.
- 4.2. Tuition fees for international students are set, both for the study period rate and indicative total course cost and published on the JMC Academy website.
- 4.3. Tuition fees for international students are subject to annual review and approval by the Chief Executive Officer, Director of Finance and Operations and Director of International Services.
- 4.4. Schedule of Tuition Fee Refunds for international students are set out in the *Appendix 1 – Schedule of Tuition Fee Refunds*.
- 4.5. If the JMC Academy fails to start delivery of a course on the agreed starting date or ceases to deliver the course before it is completed, it may, instead of giving a refund, arrange for the student to be offered a place in an alternative course that is acceptable to the student at no additional expense.
  - 4.5.1. If JMC Academy fails to place the student in an alternative course or give a refund of any unused pre-paid tuition fees, students may be assisted by the Tuition Protection Service (TPS).
  - 4.5.2. 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 (TPS).
  - 4.5.3. 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:

<https://tps.gov.au/StaticContent/Get/StudentInformation>.

- 4.6. There will be no refunds for any monies received by the JMC Academy on behalf of the student for services other than tuition fees.
  - 4.6.1. Refunds for services provided by third parties, specified in the Offer Letter, must be requested from the company delivering the service and will be subject to the respective organisation's refund policies.
- 4.7. An international student may apply for a refund of tuition fees beyond the conditions stated in the *Appendix 1 – Schedule of Tuition Fee Refunds*, where they have been prevented from commencing, continuing, or successfully completing their studies due to compassionate or compelling circumstances, subject to JMC Academy approval.
- 4.8. Where a student is dissatisfied with a decision to provide or not to provide a refund, they may appeal that decision in accordance with the JMC Academy's *Students Complaints and Appeals Policy and Procedure*.
- 4.9. This policy and 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. PROCEDURE

- 5.1. Refund applications must be made using appropriate form and submitted to the International Services Office at JMC Academy.
- 5.2. Students are required to provide the reasons for the application and submit appropriate supporting documents.
- 5.3. Refund applications will not be processed where the signature on the application form does not match the student's signature as shown on other documents provided by the student for admission to JMC Academy and the student's agreement.
- 5.4. The Director of International Services and Director of Finance and Operations are responsible for reviewing and determining applications for refunds of international students.
- 5.5. The funds covering the prepaid tuition fees must have been cleared (i.e., cheques cleared, telegraphic transfers received, etc.) and evidenced in JMC Academy's bank account statements.
- 5.6. Any refund that is due to the student under this policy will have any debts or outstanding amounts payable to JMC Academy deducted from the refund.

## 6. RELATED DOCUMENTS

- 6.1. JMC Academy Glossary
- 6.2. Special Consideration Policy and Procedure
- 6.3. Diversity Equity and Inclusion Policy
- 6.4. Deferring, Suspending and Cancelling Student's Enrolment Policy and Procedure
- 6.5. Student Complaints and Appeals Policy and Procedure

## 7. RELEVANT LEGISLATION

- 7.1. Higher Education Support Act 2003 (Cth)
- 7.2. Higher Education Standards Framework (Threshold Standards) 2021
- 7.3. Education Services for Overseas Students (ESOS) Act 2000 (Cth)
- 7.4. National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

## 8. POSITIONS RESPONSIBLE

- 8.1. Chief Executive Officer
- 8.2. Director of International Services
- 8.3. Director of Finance and Operations
- 8.4. Campus Directors

## 9. APPROVAL INFORMATION

Approval Authority	Governing Council
Health Check approval authority	JMC Academy CEO
Review date	15/11/2024

Version	Approved by	Approval date	Effective date	Modifications	Status
1.0	JMC Academy CEO	28/10/2021	15/11/2021	Reformatted, positions updated. Distinguished policy and procedure elements. Content distributed accordingly. Section 4.1, 4.2, 4.3, 4.7, 5.2, 5.4 added.	Current

*Version control tables from previous Policies and Procedures reside in the original documents.*

## Appendix 1 – Schedule of Tuition Fee Refunds

Full Refund	
Conditions	Refund Applicable
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 calendar days. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to JMC Academy upon visa refusal.
If for any reason JMC Academy is unable to start delivery of the course on the specified starting date.	A full refund of all fees paid in advance for tuition provided by JMC Academy will be made within 14 calendar days of the specified starting date.
If the student withdraws more than 10 weeks before the commencement date of a study period.	A full refund of course tuition fees paid in advance of tuition, less the \$150 application fee in the case of a commencing student.

Partial Refund	
Conditions	Refund Applicable
If for any reason JMC Academy ceases to deliver the course before it is completed.	A full refund of unused course tuition fees paid in advance for tuition provided by JMC Academy will be made within 14 calendar days of the 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 and granted after the student provides sufficient evidence.	If the Credit Transfer(CT)/Recognition of Prior Learning (RPL) allows shortening of the duration of a specific course in the package of courses a pro-rata fee will be calculated 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 and every course in the 'package of courses'.
If a student's visa expires whilst studying 'package of courses' and they are not able to complete their 'package of courses' 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 'package of courses' 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 a study period.	A refund of 70% of any fees paid in advance for each and every course in the 'package of courses' will be made.
If the student withdraws less than four (4) weeks before the commencement date of a study period.	A refund of 40% of any fees paid in advance for each and every course in the 'package of courses' course will be made.

No Refund	
Conditions	Refund Applicable
If a student submits fraudulent, forged, or misleading information to JMC Academy.	There will be no refund of any fees paid in advance for each and every course in the 'package of courses'.
If the student withdraws after the commencement date of a study period.	There will be no refund of any fees paid in advance for each and every course in the 'package of courses'.
If a student's visa is cancelled, after the commencement date of the first course in the 'package of courses', due to their breach of: <ul style="list-style-type: none"> <li>• International student visa conditions, or</li> <li>• JMC Academy's policies and procedures, or</li> <li>• Student's misconduct.</li> </ul>	There will be no refund of any fees paid in advance for each and every course in the 'package of courses'.
If a student is granted a temporary suspension of studies after the commencement date of a 'package of courses' and does not return or commence their studies on the agreed date without the approval of JMC 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 'package of courses'.
If a student is provisionally enrolled in a 'package of courses' at JMC Academy subject to providing evidence of the required English language proficiency and fails to provide such evidence prior to commencement of the course.	There will be no refund of any fees paid in advance for each and every course in the 'package of courses'.
Refunds requested more than 180 calendar days from the specified commencement date of any study period.	There will be no refund of any fees.