

## REFUND AND PRIVACY POLICY

### *Background*

This policy observes the principles outlined in the *Code of Practice and Guidelines for Australian Universities* published by Universities Australia and complies with the *Education Services for Overseas Students (ESOS) Act*. The policy applies to all commencing and continuing international students (or their legal guardian or sponsor) and full fee paying students not holding a permanent residence visa unless otherwise stated.

All refund requests for course money (as defined in the ESOS Act) are conditional on the following:

- the funds for the refund must be available (cheques are cleared, telegraphic transfers have been received);
- any debts to the La Trobe University International College (“the International College”) must be paid in full or the outstanding amounts will be deducted from the refund;
- the International College must have processed the course cancellation.

### *Refunds*

La Trobe University International College will refund tuition fees paid in advance in full, for the following reasons:

<b>Circumstances</b>
(a) The International College is unable to provide the course that was offered;
(b) The course ceases to be provided by the International College at any time after it starts but before it is completed;
(c) The Australian Government authorities refuse to grant the applicant an initial student visa before the commencement of their course;
Note: In the unlikely event that the International College is unable to deliver the course in full, students will be offered a refund of all the course money paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, enrolment may be offered in an alternative course at the International College at no extra cost. Students have the right to choose whether to accept a full refund of course fees, or to accept a place in another course. If a student chooses placement in another course, students will be asked to sign a document indicating acceptance of the placement.

<b>Circumstances</b>	<b>Refund Exceptions</b>
(d) The International College withdraws an offer of a place.	However: - if an offer is withdrawn because the information an applicant provided to the International College was incorrect or incomplete the International College reserves the right to retain any overseas representative's fee that has been paid - The International College reserves the right to retain up to 10% of tuition fees as well as any overseas representative's fees that has been paid where an offer is withdrawn in circumstances where the Director, International College, is satisfied the offer was made on the basis of fraudulent documentation.
(e) In the case of student default where the student withdraws, is excluded by the University for misconduct, has failed to pay the tuition fees or has breached a visa condition	No refund will be given where this occurs after the start of the course. Refer to table below.
(f) In the case of a student who has received one of the following packaged offers: Foundation plus Diploma plus Degree or ELICOS plus Degree and does not enrol in the degree, or transfers to another Institution, or returns home upon completion of the Foundation or Diploma program	La Trobe University International Programs Office will retain the A\$1,000 deposit.

## Withdrawal

If a student withdraws from their course (including discontinuing their studies, intermitting or taking a leave of absence) the International College will refund some or all of the tuition fees paid in advance provided timely formal notice, including documentary evidence of the related circumstances for withdrawal is provided. The amount of refund will depend on when the withdrawal occurs in relation to the start of the course.

There are separate conditions for refunding course fees for students at the International College enrolled in English language programs and for students enrolled in Foundation & Diploma programs.

### English Language Program students:

Enrolment and Orientation Fee, and Accommodation placement fee, are non-refundable.

Withdrawal	Refund
A minimum of four weeks prior to the commencement date of the course.	90% (of tuition fees) (includes 10% cancellation/administrative fee.).
Within four weeks before, or on, or after, the commencement date of the course.	0%= no refund

### Foundation Studies and Diploma Program students:

Withdrawal	Refund
A student who fails to meet Foundation and Diploma studies progression rules and who is not permitted to re-enrol.	100%
A minimum of two weeks prior to the commencement date of the course.	90% (includes a 10% cancellation/administrative fee).
Within two weeks before and two weeks after the commencement date of the course.	50%
After the date which is two weeks after the commencement date of the course.	0%= no refund

In the case of both the English Language Programs and the Foundation Studies and Diploma programs where a refund is made the International College will retain, in addition to any other amount the International College is entitled to retain under this policy, the amount of any bank related charges and any overseas representative's fee incurred by the International College in recruiting the student. Any reductions in amounts due caused by foreign currency exchange rate fluctuations will be absorbed by the student.

### Refunds in exceptional circumstances

Where a student gives written notice of their intention to withdraw from a course after the commencement date due to the following exceptional circumstances, the International College may, in its sole discretion having regard to the exceptional circumstances, grant a total or partial refund of tuition fees:

- (i) illness or disability; or
- (ii) death of the student or a close family member (parent, sibling, spouse or child) or;
- (iii) a political, civil or natural event which prevents full payment of fees or the student's attendance;

Note: decisions are subject to the provision of acceptable documentary evidence in support of the application for a refund to the International College. An applicant requesting a refund should apply in writing to the Director, International College.

## **Deferral of Studies**

If after accepting an offer of a place, an applicant gives written notice **before** the commencement of the course of intention to defer the place to the next available intake, all tuition fees will be transferred to the next available intake. The “next available intake” may be the following term, the following semester, or the following year, depending on the course and subject availability. If an application for deferral (intermission) is made **after** the course has commenced and an applicant wishes to apply to transfer tuition fees to a subsequent enrolment period, the applicant will need to submit an *Intermission of Studies* form **before** the course start date.

Note that the International College is only permitted to approve intermission for Overseas Students on the grounds of compelling and compassionate circumstances (for example, where a medical certificate states that a student is unable to attend classes).

A place may be deferred for up to 12 months. If, after deferring, an applicant gives written notice of intention to not take up a deferred place, 50% of the tuition fees paid are refundable.

### ***Agreement***

When the International College accepts signed acceptance documents and tuition fees this policy will constitute a written agreement between the International College and the student as an overseas student for the purposes of the ESOS Act 2000 as amended and the National Code 2007.

### ***Application Procedure***

If a student changes their enrolment, any monies owed will automatically be credited to their account. If a student prefers a refund, application forms can be obtained from International College office.

Refunds should be applied for within 12 months of discontinuation of enrolment. If a student intends to change their enrolment, they are required to notify the International College before the subsequent course start date, or they will not be eligible for a refund.

### ***Payment of refunds***

Refunds will be:

- paid only to the person who originally paid the fees, or to the sponsoring agency paying fees on a student’s behalf;
- paid by cheque or Electronic Funds Transfer;
- provided as an international bank draft in foreign currency and sent to the relevant overseas address. If a refund is required in Australian dollars, it can only be processed by Telegraphic Transfer;
- paid within 4 weeks of receipt of your application.

### ***Review Process***

If a student is unhappy with any decision made by the University relating to the refund of fees, they may apply to the University Ombudsman for a review of the matter, in accordance with the University’s Statutes and Regulations.

If a student is not satisfied with the decision of the University Ombudsman, they may request the University to refer it to the Victorian State Ombudsman who is the independent dispute resolution body in accordance with the National Code 2007.

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.

### ***Privacy Statement***

The University is only able to effectively process an application for enrolment or arrange health insurance cover by obtaining and disclosing relevant personal information.

The University may disclose personal information provided by applicants:

- to a third party, authorised by the University, to enable the third party to contact applicants or students by any means whatsoever (including by email, SMS or telephone calls for an indefinite period), for the purpose of assisting with the finalisation, processing and administration of an application
- to provide information about the University generally.
- where disclosure is required or allowed by law; and
- where the student have otherwise consented.

The University may disclose personal information provided relating to an applicant and members of an applicants family who are covered under the applicant's Overseas Student Health Cover (OSHC) membership, to the University's preferred Overseas Student Health Care provider, for the purpose of the provider's communications about OSHC.

Information is collected during the student's enrolment in order to meet La Trobe University's obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about the student during their enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected during the student's enrolment can be disclosed without their consent where authorised or required by law.

Subject to the provisions of the *Information Privacy Act 2000* (Victoria), a student may access personal information collected about them and held by La Trobe University by contacting the International College.