



International Student Refund Policy and Procedure

Version:	V 2.0	Approved By	CEO
Related Policy/Procedure:	<ul style="list-style-type: none"> ➤ Admissions Procedure ➤ Enrolment Policy ➤ Enrolment Procedure 		
<p>Coleraine Share Trading Pty Ltd trading as Lyons College CRICOS Code: 03578M RTO Code: 21986 TEQSA Provider Number: 14300 ABN: 64 132 773 249 Address: Level 4, 303 Collins Street Melbourne VIC 3000 Phone: +61 3 8648 6610 Email: admin@lyons.edu.au Website: www.lyons.edu.au</p>			

International Student Refund Policy and Procedure

Purpose
This Policy sets out how Lyons College will deal with refund requests and in what circumstances and the amount of any refunds which may be granted for international students.
Scope
This Policy applies to all international students at Lyons College.
Relevant Legislation
<ol style="list-style-type: none"> 1. ESOS Act 2000, Section 46D and 47E 2. Nation Code 2018- Standard 3 3. Higher Education Standards 1.1 Admissions 4. Standards for RTOs 2015 – Standard 5.3
Policy
<p>Lyons College may pay a refund directly to the student if they paid the tuition fees. Where the tuition fees were paid by someone else on behalf of the student, Lyons College will pay the refund to that person.</p> <p>Lyons College incurs costs in the recruitment, admission and enrolment of students. In particular, recruitment costs can be quite high and payable to third party agents upon receipt of a signed Student Agreement. To reflect this, certain costs may be recovered under this Policy, which are outlined in the refund percentage amounts.</p> <p>Lyons College may provide a refund of tuition fees for any of the following circumstances:</p> <ul style="list-style-type: none"> ➤ Provider default ➤ Visa rejection ➤ Student withdrawal <p>Lyons College will only pay a full refund in limited circumstances. The circumstances and amounts of refunds are set out below.</p> <p>1. Provider Default</p> <p>1.1. Provider default is considered when:</p> <ol style="list-style-type: none"> 1.1.1. The course does not start on the agreed starting date, which is notified in the Letter of Offer; or 1.1.2. The course stops being provided after commencement and before it is completed; or 1.1.3. The course is not provided fully to the student because Lyons College has a sanction imposed by a government regulator. <p>1.2. If a program is cancelled and/or not offered, in accordance with sections 46A and 46D of the ESOS Act 2000, as amended, one of the following options will be offered:</p> <ol style="list-style-type: none"> 1.2.1. Any unused portion of tuition fees paid by the student will be refunded, within two (2) weeks from the date of default; or 1.2.2. An alternate course or part course can be arranged at the providers' expense. If accepted by the student, the payment of the course fees will be paid to the alternate provider with two (2) weeks from the date of the notice of default;

1.2.3. If Lyons College is unable to provide a refund or provide an alternative course in accordance with the ESOS Act and National Code 2018, then the Tuition Protection Service (TPS) will assist students in finding an alternate course or obtain refunds if a suitable alternative course is not found. Further information regarding the TPS arrangements is provided at www.tps.gov.au

2. Visa Rejection

- 2.1. Where proof of a visa rejection is provided, a refund will be calculated as proscribed by section 47E of the ESOS Act 2000. In accordance with regulations, a full refund will be provided less:
 - 2.1.1. \$500 or five percent of the total amount of pre-paid fees received for the course (whichever is the lesser);
 - 2.1.2. If the student has commenced study, the refund will be provided less the proportion of course money that Lyons College has received in respect of the student before the default day that is equal to the proportion of the course that was provided to the student before the default day.
- 2.2. Lyons College may grant no refund if the student's enrolment is cancelled or a student's visa or application for visa is cancelled or refused due to the actions of the student (i.e., fraudulent documentation)
- 2.3. All approved refunds will be paid within 28 days of receipt of refund application.

3. Student Withdrawal

- 3.1. Students may withdraw from their planned course of study in advance and receive a refund as outlined in the refund table that forms part of this document.
- 3.2. All refund requests must be made in writing.

4. Student Default

- 4.1. Lyons College will not refund a student in the event of the following student defaults:
 - 4.1.1. a student breaches a condition of their student visa; or
 - 4.1.2. the student breaches Lyons College's Code of Conduct or other Policy and their enrolment is cancelled; or
 - 4.1.3. the course starts at the location and on the agreed starting date, but the student does not start the course on that day and has not previously withdrawn from the course; or
 - 4.1.4. the student withdraws from the course after the agreed commencement date; or
 - 4.1.5. unsatisfactory course progress or unsatisfactory attendance; or
 - 4.1.6. an offer in a course was made based on false or fraudulent documentation; or
 - 4.1.7. the student failed to pay an amount they were liable to pay the provider, directly or indirectly, in order to undertake the course.
- 4.2. Deferral
 - 4.2.1. Where a student has been granted a deferral prior to commencement of a course or semester/term/trimester, tuition paid will be transferred to the subsequent study period.
 - 4.2.2. Where the student does not take up his/her place in the subsequent study period, a refund will only be payable if the student visa is not granted.

5. Additional Information

- 5.1. Notwithstanding the above provisions, Lyons College may grant a refund of fees on compelling or compassionate grounds made known to the college in writing
- 5.2. This policy and the availability of the Lyons College Complaints and Appeals Policy does not

remove from the student the right to take further action under Australian Consumer Protection laws or to pursue other legal remedies.

6. Packaged Course Confirmation of Enrolments

6.1. A Package Course Confirmation of Enrolment (CoE) is when:

6.1.1. a student has a CoE from another provider and intends to study at Lyons College after they complete the course at the other provider. Lyons College may provide a future CoE to the student subject to the successful completion of the course with the other provider. Or;

6.1.2. A student is enrolled in consecutive courses at Lyons College and entry into the subsequent course is conditional on completion of the preceding course/s.

6.2. Students who are provided a Packaged Course CoE from Lyons College will be required to pay a non-refundable application and/or packaging fee as well as a deposit for the first study period's tuition fees.

7. Overseas Health Cover

All applications for refunds must be made directly to the medical insurance company with which the student is a member.

The below table sets out the amount that Lyons College will refund in certain situations. These refunds relate only to Tuition Fees that are paid to Lyons College under the signed Student Agreement. Refund of Other Fees will depend on the third-party provider and will need to be claimed directly from them by the student.

No refund will be available for enrolment/administration or packaging fees unless required under applicable law.

Reason for Refund	Amount Refunded
Provider Default/Withdrawal	
If Lyons College is unable to provide the course at its campus prior to commencement.	100% of the tuition fees paid will be refunded
If incomplete information is supplied by the applicant and Lyons College withdraws the offer	100% of the tuition fees paid will be refunded, excluding the \$200 administration fee
If Lyons College withdraws the offer due to provision of false or fraudulent documents by student	No refund
Visa Rejection	
Visa unsuccessful prior to commencement	100% of pre-paid fees paid by student minus \$500 or five percent of the total amount of pre-paid fees received for the course (whichever is the lesser)
Visa unsuccessful after commencement	The refund will be based on the following formula: 100% of tuition fees paid by student minus fees/commissions paid to international education agents divided by the number of weeks in a tuition fee period time by number of weeks after commencement
Visa unsuccessful prior to commencement due to provision of false or fraudulent documents by student	No refund
Student Withdrawal	
Student withdraws 28 days or more prior to course commencement	60% of the tuition fees paid for the course
Student withdraws less than 28 days prior to course commencement	No refund
Student withdrawal after course commencement	No refund

Student Default	
Breach of visa conditions or rules of the provider and the student is terminated	No refund
The student fails to commence the Course on the agreed starting day for the Course (without withdrawal and a Student Visa has not been refused)	No refund
The student withdraws from after commencing the VET course or higher education unit (where the Student Visa has not been granted)	No refund
Grant of Australian Permanent Residence to the Student (subject to satisfactory evidence) prior to the agreed starting day for the Course	Refund of all Course Fees received by Lyons College less any Application Fee and Administration Fees.
Grant of Australian Permanent Residence to the Student (subject to satisfactory evidence) on or after the agreed starting day for the Course	No refund for the Study Period in which Australian Permanent Residence is granted.
Deferment of Course for late Student Visa approval (subject to satisfactory evidence), if deferment is granted or obtained more than two weeks after the agreed starting day for the Course	Tuition fees to be credited towards the Study Period in which the student commences study
Other deferment of Course	No refund of Tuition Fees. No credit of any Unspent Tuition Fees for the Study Period in which deferment is granted or obtained. Tuition Fees paid for any future Study Period(s) will be credited towards a future Study Period.
If student does not meet mainstream entry from an English package enrolment	90% of the tuition fees paid for VET course or higher education units will be refunded
If incorrect information is supplied by the applicant and the offer is withdrawn by Lyons College	No refund

Procedure

1. Making a request for a refund.

1.1. Requests for full or partial refund must be made in writing to:

1.1.1. By mail or in person to

Att: Refunds

Lyons College

Level 4,303 Collins Street

Melbourne, VIC 3000

Australia

1.1.2. by email:

refunds@lyons.edu.au

1.1.3. Students are advised to complete the Refund Request Form (available at www.lyons.edu.au or at the campus reception). The request for refund should contain:

1.1.3.1. Student contact details including student number, full name, phone number date of birth and address

1.1.3.2. Reasons why the refund is requested

1.1.3.3. Supporting documentation/evidence (i.e., a visa rejection letter from DHA or medical records etc.)

1.1.3.4. the destination of the refund payment

1.1.4. Once our Student Administration team receives a request, it will be checked for completeness. Students will be contacted if there is missing information or documents.

1.1.5. Where a request meets the requirements under the Refund Policy, refunds will be paid within 28 days of receiving a valid request.

1.1.6. Refunds will be paid to the student unless:

1.1.6.1. The student is registered with an approved sponsor who has paid the tuition fees on behalf of the student; or

1.1.6.2. The student gives written direction to pay the refund to another person or organization and provides documentary evidence to substantiate that the other person or organization paid the tuition fees; or

1.1.6.3. The student is deceased.

1.1.7. The college will issue notice of the amount of refund and the date of payment as soon as practicable after its payment

1.1.8. If refunds are made into foreign bank accounts, Lyons College will not be responsible for any variations due to currency fluctuations.

1.1.9. Fees paid by credit card will be refunded in Australian dollars to the same credit card. If the credit card is not an Australian issued credit card, Lyons College will not be responsible for any variations due to currency fluctuations.

1.1.10. Where no refund is granted, the college will issue notice immediately on assessing the request for the refund.

Additional information

Responsible Officer	Chief Executive Officer	
Implementation Officers	Student Administration	
Review Date	September 2024	
Approving Authority	CEO	
Version	Date Approved	Description of Changes
V2.0	19/08/2021	Major update to ensure compliance with relevant legislation