



## International Student Refund Policy and Procedure

<b>Version:</b>	V 1.3	<b>Approved By</b>	CEO
<b>Related Policy/Procedure:</b>	<ul style="list-style-type: none"><li>➤ Admissions Procedure</li><li>➤ Enrolment Policy</li><li>➤ Enrolment Procedure</li></ul>		

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**CRICOS Provider No:** 03578M | **RTO Code:** 21986 | **TEQSA Provider Number:** 14300

# 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.

## Policy

Lyons College understands that circumstances occur which means students are no longer able to continue their studies. In certain circumstances, Lyons College will pay a refund to the student where they have a valid reason and can provide the required evidence.

VET and higher education are delivered in a different manner, which is reflected in how tuition fees are calculated and charged. VET tuition fees relate to the entire course and are not broken down into unit cost. Higher education tuition fees relate to individual units, with four units being a full-time load for each teaching period.

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.

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.

Lyons College may provide a refund of tuition fees for any of the following circumstances:

- Provider default
- Student default
- Visa rejection
- Student withdrawal

Lyons College will only pay a full refund in limited circumstances. The circumstances and amounts of refunds are set out below.

### Provider Default

Provider default is considered when:

- a. The course does not start on the agreed starting date, which is notified in the Letter of Offer; or
- b. The course stops being provided after commencement and before it is completed; or
- c. The course is not provided fully to the student because Lyons College has a sanction imposed by a government regulator.

In the unlikely event that Lyons College 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, 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 they would prefer a refund equivalent to the unexpended pre-paid tuition fees or to accept a place in another course.

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

If Lyons College is unable to provide a refund or place a student in an alternative course, the TPS Director will place the student or provide a refund in accordance with the TPS.

### **Visa Rejection**

Documentary evidence of visa rejection must be provided. A valid request for refund will be paid within 28 days. **If the rejection was due to the provision of false or fraudulent documents, no refund will be paid.**

### **Student Withdrawal**

All refund requests must be submitted using the Refund Request Form. Verbal notifications to Lyons College or agents will not be accepted. The date that the written notice is received by Lyons College, which is known as the default date, is the date used for calculation of any refund.

All valid refund requests will be paid within 28 days of Lyons College receiving a valid request. This means that the Refund Request Form must be completed in full, signed and have all relevant evidence attached.

Refund applications where an applicant's student visa is unsuccessful must include a copy of the official rejection letter from DHA.

### **Student Default**

Student default is considered when:

- a. a student breaches a condition of their student visa; or
- b. the student breaches Lyons College's Code of Conduct or other Policy and their enrolment is cancelled; or
- c. 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
- d. the student withdraws from the course after the agreed commencement date; or
- e. unsatisfactory course progress or unsatisfactory attendance; or
- f. an offer in a course was made based on false or fraudulent documentation; or
- g. the student failed to pay an amount they were liable to pay the provider, directly or indirectly, in order to undertake the course.

### **Future Confirmation of Enrolments**

A future Confirmation of Enrolment (CoE) is when 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.

Students who are provided a future CoE from Lyons College will be required to pay an application fee as well as a deposit of 50% of the first teaching period's tuition fees. For a VET course that will be the full course duration and for higher education courses it will be the first semester.

When Lyons College issues a future CoE to a student, no refund will be provided if the student withdraws at any time. There will be no refund provided if a student who has been issued a future CoE does not commence their course on their course start date.

### **Overseas Health Cover**

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

**NO REFUND IS PAYABLE IN THE EVENT OF STUDENT DEFAULT OR WHERE APPLICATIONS WERE MADE WITH FALSE OR FRAUDULENT DOCUMENTS.**

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 fees.

Reason for Refund	Amount Refunded
<b>Provider Default/Withdrawal</b>	
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 \$500 administration fee
If Lyons College withdraws the offer due to provision of false or fraudulent documents by student	No refund
<b>Visa Rejection</b>	
Visa unsuccessful prior to commencement	100% of the tuition fees paid will be refunded, excluding the \$500 administration fee
Visa unsuccessful after commencement	The refund will be based on the following formula: 90% 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 times by number of weeks after commencement
Visa unsuccessful prior to commencement due to provision of false or fraudulent documents by student	No refund
<b>VET Student Withdrawal</b>	
Student withdraws 10 weeks or more before the VET course commences	50% of the tuition fees paid for the course
Student withdraws between 4 and 10 weeks before the VET course commences	40% of the tuition fees paid for the course
Student withdraws within 4 weeks of the VET course commencing	No refund
Student withdrawal after the VET course commences	No refund
<b>Higher Education Student Withdrawal</b>	
Student withdraws 10 weeks or more before the higher education unit commences	50% of the tuition fees paid for the course
Student withdraws between 4 and 10 weeks before the higher education unit commences	40% of the tuition fees paid for the course
Student withdraws within 4 weeks of the higher education unit commences	No refund
Student withdrawal after the higher education unit commences	No refund

<b>Student Default</b>	
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 or Deferment and a Student Visa has not been refused)	No refund
Termination of the Student's enrolment due to unsatisfactory academic progress	The refund will be based on the following formula: 90% 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 times by number of weeks after commencement
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

### Making a request for a refund.

- Requests for full or partial refund must be made in writing. Students must do so by completing the Refund Request Form (available at [www.lyons.edu.au](http://www.lyons.edu.au) or at the campus reception).
- Students must set out, in detail, the reasons for the request.
- Once our Student Administration team receives a request, it will be checked for completeness. Students will be contacted if the Form is not complete or there is missing information or documents.
- The Refund Request Form must be completed in full, signed and have all relevant evidence attached to be a valid request. Only valid requests will be assessed.
- Where the student has requested a release letter, the refund request may not be submitted until the release letter is attached.
- Upon completing the required forms, please submit it in person to Student Administration, or email it to [refunds@lyons.edu.au](mailto:refunds@lyons.edu.au). Please ensure that you have attached all supporting documents to the request.
- If an applicant's student visa is unsuccessful, refund requests must include a certified copy of the official rejection letter from the Department of Home Affairs (DHA) (formerly the Department of Immigration and Border Protection).
- Where a request meets the requirements under the Refund Policy, refunds will be paid within 28 days of receiving a valid request.
- Students are advised to carefully read the Refund Policy which is available on our website.
- In the case of provider default and student visa cancellation, student refunds will be made in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 which outlines minimum payment requirements in these circumstances.

### Additional information

- Refund requests will not be processed where the signature on the Refund Request Form does not match the student's signature as shown on other documents.
- The date for calculating the timeframe for payment of a refund is the date a valid request is received by Lyons College. This means that the Refund Request Form must be completed in full, signed and have all relevant evidence attached.
- All amounts due to Lyons College must be paid before any refund is made. Any outstanding amounts will be deducted from the refund due. This includes using deposits for courses which the student has not yet commenced.
- All refunds will be paid in Australian dollars (AUD).
- If refunds are made into foreign bank accounts, Lyons College will not be responsible for any variations due to currency fluctuations.
- 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.

Refunds may be paid to **the** student, however, in the case where fees were paid by someone else on behalf of the student, Lyons College will pay the refund to that person.