



PP NO.: FM 132
Policy/Procedure: Refund Policy
Department: Financial Management

1. Policy

The policy and procedures set out in this document are to ensure the accuracy, integrity and professionalism of the refund process applied at Lonsdale Institute Pty Ltd and to ensure that this process provides a reliable, consistent and compliant application of the organisation's policy to all students.

Lonsdale Institute Pty Ltd will process all student applications for refund fairly and with integrity through written submission to the Accounts Manager for assessment and approval.

Refunds will be provided in accordance with the Education Services to Overseas Students Act (ESOS Act), other applicable RTO regulations, and the terms set out in this policy and procedure. In the event of any conflict between the information set out below and the underlying legislative requirements, the legislative requirements will prevail. The circumstances affecting a refund and the refundable amounts are summarised in the Refund Summary Table below provided to students prior to, and again at, enrolment.

2. Scope

The policy applies to all fees and charges relevant to all accredited training under the operations of Lonsdale Institute Pty Ltd Scope of Registration and CRICOS Registered courses. In the interest of the students, their fees are protected by its insurance with Tuition Protection Service (TPS).

3. Regulations

This policy/procedure supports the following:

- **ESOS: National Code of Practice for Registration Authorities & Providers of Education & Training to Overseas Students 2018**

Standard 3: This standard sets out that registered providers must formalise their enrolment of overseas students through written agreements with overseas students. The written agreements protect the rights and set out the responsibilities of each party, as well as the courses and related education services to be provided, tuition and non-tuition fees payable, and refund policies.

- **ASQA: Standards for Registered Training Organisations RTOs 2015**

Standard 5.3: Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- a) all relevant fee information including:
 - i. fees that must be paid to the RTO; and
 - ii. payment terms and conditions including deposits and refunds;
- b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;

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- c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - i. arrangement is terminated early; or
 - ii. the RTO fails to provide the agreed services.

4. Procedure

Step 1: Application

- Must be made in writing to the Accounts Manager.
- The Refund Application Form must be completed and signed by the student.
- The date the signed Refund Application Form is received is deemed to be the date the refund application is made.

Acknowledgment will be provided to the student that a refund request has been received by Lonsdale Institute Pty Ltd. This acknowledgment will take the form of email and/or phone call and/or SMS and/or confirmation in person from a Lonsdale Institute Pty Ltd staff member to either the student or their representative.

Step 2: Application Assessment

Lonsdale Institute default refund provisions

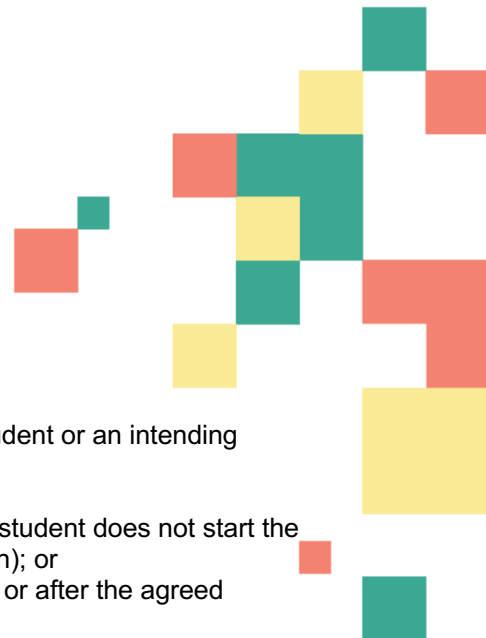
The Lonsdale Institute default refund provisions apply to an overseas student or an intending overseas student in relation to a course if:

- a) the course does not start on the agreed starting day; or
- b) the course ceases to be provided at any time after it starts but before it is completed; or
- c) the course is not provided in full to the student because a sanction has been imposed on Lonsdale Institute Pty Ltd;

and the student has not withdrawn before the default day.

Under the Lonsdale Institute default refund provisions, the student will be entitled to a partial tuition fee refund for the portion of the course not delivered or assessed when Lonsdale Institute Pty Ltd fails to meet its obligation to the student. Following default, Lonsdale Institute has 14 days in which to fulfil its obligations to the student. During this time, Lonsdale Institute may offer the student a place in an alternative course at Lonsdale Institute Pty Ltd. If accepted, the student will be required to sign a new Student Enrolment Agreement provided by Lonsdale Institute reflecting the enrolment into the alternative course and no refund will be payable to the student.

In the event that Lonsdale Institute does not satisfy its obligation to an affected student, the Tuition Protection Service (TPS) Director will facilitate access for the student to course placement.



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Student default refund provisions

The student default refund provisions apply to an overseas student or an intending overseas student in relation to a course if:

- a) the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b) the student withdraws from the course (either before or after the agreed starting day); or
- c) Lonsdale Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - i. the student failed to pay an amount he or she was liable to pay Lonsdale Institute, directly or indirectly, in order to undertake the course;
 - ii. the student breached a condition of his or her student visa;
 - iii. misbehaviour by the student.

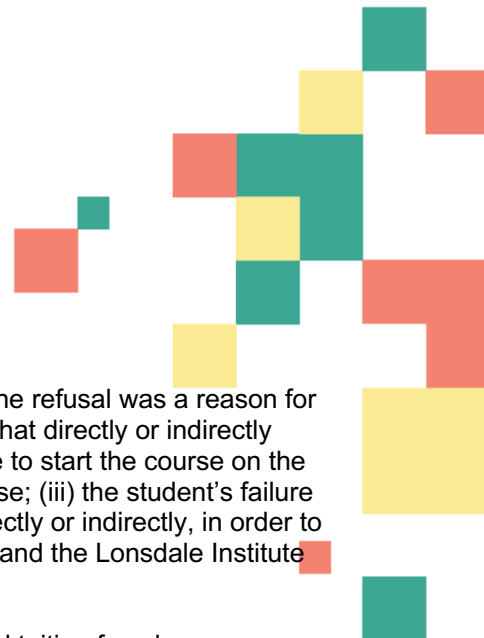
Refund provisions before the agreed start date

Where a student cancels their enrolment prior to the agreed start date of a course and requests a refund via the refund application process, the following provisions apply:

- a) Where a Refund Application Form is received by Lonsdale Institute Pty Ltd 10 weeks or more prior to the agreed start date of the course, the student will be entitled to a refund of 70% of the pre-pad tuition fees received by Lonsdale Institute Pty Ltd.
- b) Where a Refund Application Form is received by Lonsdale Institute Pty Ltd less than 10 weeks but more than 5 weeks prior to the agreed start date of the course, the student will be entitled to a refund of 30% of the pre-pad tuition fees received by Lonsdale Institute Pty Ltd.
- c) Where a Refund Application Form is received by Lonsdale Institute Pty Ltd 5 weeks or less to the agreed start date of the course, the student will not be entitled to a refund of the pre-pad tuition fees received by Lonsdale Institute Pty Ltd.

Refund provisions on or after agreed start date

Where a refund request is received by Lonsdale Institute Pty Ltd on or after the agreed start date of the course, the student will not be entitled to a refund of tuition fees.



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Student visa refusal

In the event that the student was refused a student visa; and the refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student visa refusal such as (i) the student's failure to start the course on the agreed starting day; (ii) the student's withdrawal from the course; (iii) the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course then this Student Enrolment Agreement and the Lonsdale Institute Pty Ltd refund Policy will not apply.

In this instance, the student will receive a full refund of pre-paid tuition fees less an amount to be calculated in accordance with subsection 47E(2) of the Education Services for Overseas Students Regulations 2019. These Regulations allow Lonsdale Institute to retain an amount from pre-paid tuition fees for administrative expenses as well as a proportion of fees if the student has commenced a course.

If the visa is refused after the student begins the course, a refund of the fees will be payable for the remainder of the course after the date of the withdrawal.

Definitions

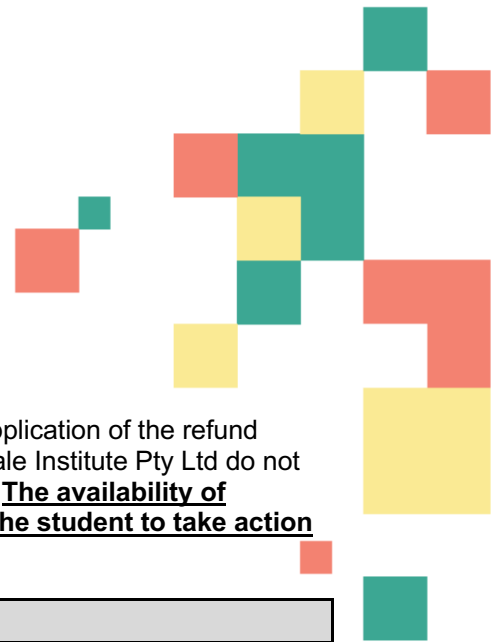
Agreed starting day for a course means the day on which the course was scheduled to start, or a later day agreed between the registered provider for the course and the student.

Pre-paid fees means tuition fees received by a registered provider in respect of an overseas student or intending overseas student, in relation to a study period for a course to be provided by the provider, before the student begins the study period.

Tuition fees means fees a provider receives, directly or indirectly, from an overseas student or intending overseas student; or another person who pays the fees on behalf of an overseas student or intending overseas student; that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student.

Step 3: Claim Processing

- The Accounts Manager presents the application and assessment to the CEO for authority to release the appropriate funds.
- On approval, the refund is paid in accordance with the timelines indicated in the Refund Summary Table.
- Applications and the subsequent outcomes are noted in the Student Administration System (Wisenet)
- Refundable amounts will be paid in Australian dollars and relate to moneys paid to Lonsdale Institute Pty Ltd and will not include EFTPOS, overseas EFT and telegraphic transfer, credit card surcharges and banking transaction fees and payments made to education agents.



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Step 4: Grievance and Disputes

In the event of any disagreement between the parties regarding the application of the refund information set out above, the dispute resolution procedures of Lonsdale Institute Pty Ltd do not override the student's rights to pursue his or her other legal remedies. **The availability of complaints and appeals processes does not remove the right of the student to take action under Australian consumer protection laws.**

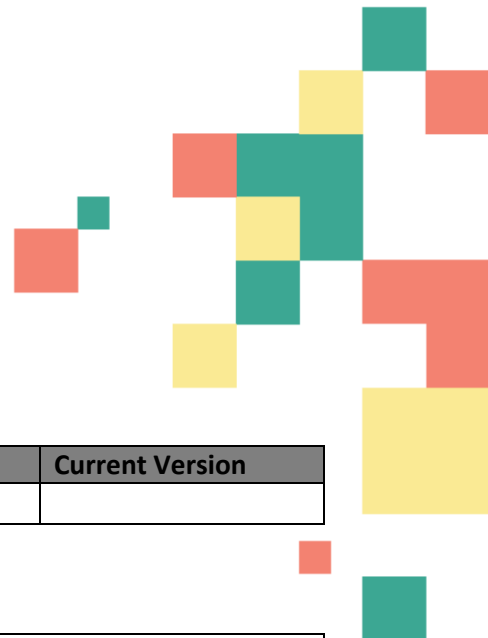
Refund Summary Table		
Cause	Refund amount	Refund payment date
Visa application refusal	Full refund *	Within 4 weeks
Student Default: Where a Refund Application Form is received by Lonsdale Institute Pty Ltd 10 weeks or more prior to the agreed start date of the course	70% refund	Within 4 weeks
Student default: Where a Refund Application Form is received by Lonsdale Institute Pty Ltd less than 10 weeks but more than 5 weeks prior to the agreed start date of the course	30% refund	Within 4 weeks
Student default: Where a Refund Application Form is received by Lonsdale Institute Pty Ltd 5 weeks or less to the agreed start date of the course	No refund	N/A
Student default: Visa cancelled	No refund	N/A
Student default: Withdrawal after agreed start date	No refund	N/A
Provider default: The course does not start on the agreed starting day and the student has not withdrawn before the default day	Partial refund #	Within 14 days
Provider default: The course ceases to be provided at any time after it starts but before it is completed and the student has not withdrawn before the default day	Partial refund #	Within 14 days
Provider default: The course is not provided in full to the student because a sanction has been imposed on Lonsdale Institute Pty Ltd and the student has not withdrawn before the default day	Partial refund #	Within 14 days

* *Full Refund* covers all unused fees paid in advance - an amount to be calculated in accordance with subsection 47E(2) of the ESOS Act, the amount of a refund is the amount of the course fees, minus the lesser of the following amounts: (a) 5% of the amount of course fees received by the provider in respect of the student before the default day; (b) \$500. If the visa is refused after the student begins the course, a refund of the fees will be payable for the remainder of the course after the date of the withdrawal.

refers to 'unless alternative course provided to student by agreement'.

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5. Associated Documentation

Form	Current Version
FM132 FO Refund Application Form	

6. Record Management

Register	Not Applicable
Student Management	Wisenet Learner logbook notes
Student E-File	Application for refund and outcome Applicable support documentation