

Refund Policy and Procedures

1. Scope

This policy is applicable to prospective students and students enrolled in the Oxford House (OHC) courses.

2. Purpose

This Policy and Procedure is in place to ensure that OHC provides prospective and enrolled students with clear and transparent information about refunds.

3. Policy Principles

OHC ensures that it will refund tuition and non-tuition fees in accordance with OHC's Refund Policy and applicable legislation including the ESOS Act 2000 and the National Code 2018. The Procedures below list the tuition and non-tuition fees that may or may not be refunded to the student (including any tuition and non-tuition fees that may have been collected by the student's education agent on behalf of OHC).

- 3.1 Student refund requests must be in writing, addressed to partners@holmeseducation.group and include evidence supporting the request.
- 3.2 OHC will respond to all requests within 28 days of receipt of request. If a refund is approved all refunds will be paid within 14 days of the approval.
- 3.3 If OHC is unable to commence, continue or complete the delivery of a course, tuition fees will be refunded within 14 days.
- 3.4 All refunds will be paid to the person with whom OHC has a contract unless written authority is received by OHC to pay another party. In the case of students who have paid fees via an education agent, refunds will be paid to the agent's account unless the student authorises otherwise.
- 3.5 Where a student has a packaged offer with OHC and/or a partner institution, OHC reserves the right to impose a non-refundable deposit prior to the issue of a CoE. In the event of a student visa application being rejected by the Australian government any deposit charged in relation to a packaged offer will be refunded.
- 3.6 OHC reserves the right to execute discretion and vary the terms of this Refund Policy where students can provide evidence of compassionate and compelling circumstances.

4. Procedure Principles

Withdrawal

- 4.1 If an enrolment is cancelled more than 28 days prior to commencement of the course there will be a cancellation fee equivalent to 25% of tuition fees paid.
- 4.2 If an enrolment is cancelled within 28 days of commencement of the course, or the student does not commence on the agreed date, or withdraws from the course once it has commenced there will be no refund.

Deferral

- 4.3 Where a student has been granted a deferral prior to commencement of a course or trimester, tuition paid will be transferred to the subsequent study period.
- 4.4 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.

Suspension

- 4.5 If the student has already enrolled in their study and a course suspension is approved, the unused portion of tuition fees paid will be held in credit.
- 4.6 Where the student does not take up their place in the subsequent study period, a refund will only be payable if the student visa is not granted.

Misconduct

- 4.7 Where a student's enrolment is cancelled because of misbehaviour, fraudulent documentation or breaching of student visa conditions there will be no refund.

Ancillary Fees

- 4.9 **Materials Fee:** If a student withdraws prior to commencement all Materials Fees will be refunded.
- 4.10 **Under 18 Care Provision Arrangement Fee:** This fee is non-refundable
- 4.11 **Under 18 Care Provision Weekly Fees:** Any unused weeks will be refunded. Refund will be calculated from the date of a completed refund request being received by OHC.

Visa Rejection

- 4.12 If a student visa application is rejected all course fees paid will be refunded except for an Administration Fee of up to 5% of course fees paid or \$500 whichever is less. Course fees paid include tuition and non-tuition fees excluding payments made to Third Party Providers. See 5.0 below.
- 4.13 Where a student visa is refused in Australia making the student ineligible to continue a course they are currently studying, a refund of unused tuition will be granted. Refund will be calculated from the date a completed refund request is received by OHC.
- 4.14 If a student visa application is refused by the Australian government, OHC will refund any deposit incurred on a packaged offer. (See 3.5 above).
- 4.15 Third Party Service Provider Fees are subject to the Service Provider's refund policy. (See 5.1 – 5.9 below)

Provider Default

- 4.16 Provider default is covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.
- 4.17 In the unlikely event that OHC is unable to deliver a course in full, the student will be offered a refund of any unused course fees that the student has paid to date.
- 4.18 The refund will be paid to the student within 14 days of the day on which

the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course at no extra cost to the student.

- 4.19 The student has the right to choose whether he/she would prefer a full refund of unused course fees, or to accept a place in another course. If the student chooses placement in another course, OHC will ask the student to sign a document to indicate that the student accepts the placement.
- 4.20 If OHC is unable to provide a refund or place the student in an alternative course the Tuition Protection Service (TPS) will place the student in a suitable alternative course at no extra cost to the student, or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.

5.0 Third Party Service Providers

Third Party Service Provider means a third party that provides services on behalf of OHC to OHC students and/or staff under a written agreement.

OHC is obliged to abide by the refund conditions of its Third Party Service Providers.

Homestay

- 5.1 A minimum booking of 4 weeks for all homestay placements is required.
- 5.2 Pre-Arrival Cancellation: If a student wishes to cancel their homestay, a minimum of 3 weeks' notice is required. The Accommodation Placement Fee is non-refundable.
- 5.3 Post-Arrival Cancellation where 4 weeks' homestay has been booked. Once a homestay has commenced a three (3) week notice period is required in writing. The notice period must be provided before the end of the first week of homestay. After the completion of the notice period a refund of the balance of the homestay will be provided. The Accommodation Placement Fee is non-refundable.
- 5.4 Post-Arrival Cancellation where more than 4 weeks' homestay has been booked: Once a homestay has commenced and following the initial 4 week placement, a three (3) week notice period is required in writing (the notice period can be provided after the first 2 weeks of homestay). After the completion of the notice period a refund of the balance of the homestay will be provided. The Accommodation Placement Fee is non-refundable.

Residences

- 5.5 Students who book directly with Casita should access the refund policy at Contact@casita.com

Airport Pickup

- 5.6 Flight details are required to be provided three (3) weeks prior to arrival. If a student wishes to cancel their Airport Pickup, a minimum of two (2) weeks' notice is required.
- 5.7 In the case of a change of flight details or a flight cancellation, OHC will only refund Airport Pickup fees if it has not paid them to the Service Provider.



Overseas Student Health Cover (OSHC) refunds

- 5.8 Students who do not commence their course at OHC will be eligible for a complete refund of OSHC fees paid if OHC has not sent the payment to the OSHC provider
- 5.9 If OHC has sent the payment to the OSHC provider, students will be responsible for contacting the OSHC provider directly to claim a refund.

6.0 Complaints and Appeals

- 6.1 If a refund application is unsuccessful, students will be advised in writing of the outcome and their opportunity to apply for a 'Review of a Decision'.
- 6.2 The seeking of a review of a decision does not affect the right of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies (refer to OHCs' Complaints and Appeals Policy and Procedure).