



Queensford College is the trading name of Malekhu Investments Pty Ltd
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Refund Policy and Procedure

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1. SCOPE

A copy of this policy will be provided to students before a contract/agreement is signed or an amount of money is paid for a registered course. A copy of this policy is also available on the Queensford College website.

This refund policy applies to all course monies paid to the College and includes any course monies paid to an education agent to be remitted to the College as per the Letter of Offer. This policy applies to both commencing and extending students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

2. DEFINITIONS

Course refers to the whole period for which the Confirmation of Enrolments or letter of offer is issued.

Tuition fees are fees that are directly related to the provision of a course.

Package course/program means a package of courses of study comprising more than one course, all of which are offered by Queensford and in which the student is enrolled. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course in which the student is enrolled in.

Agreed Starting Date means, unless otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between Queensford and the student, such day being the commencement day in the offer letter or the Students Confirmation of Enrolment. (eCOE).

Requests to change the agreed start date must be submitted by completing and signing an Enrolment Variation form. Requests to change the agreed start date received via email or telephone will not be accepted. Change to course start date will then be formally acknowledged through the issuance of a new letter of offer, which must be signed by the student, before final changes are made. If written documentation is not completed and lodged, the initial start date remains the same.

3. POLICY

This policy is created pursuant to the ESOS Act 2000 and Standard 3.4 of the National Code of Practice for Providers of Education and Training to Overseas Students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

- Queensford College reserves the right to withhold granting of the award attained by the student, if the student has outstanding fees.
- Queensford College's dispute resolution processes do not limit the student's rights to seek other legal remedies.

- Refer to the student Complaints & Appeals policy and procedure on the Queensford website and in the Student Handbook if you wish to appeal the Refund Policy.
- Queensford College will consider the following exceptional circumstances as grounds for a student's withdrawal from the program. With the submission of acceptable documentary evidence, refunds will be at the discretion of Queensford College.
 - Severe life threatening illness or disability.
 - Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)

Queensford College does not provide refunds for:

- Application fees, accommodation assistance fees & airport reception fees
- Withdrawal from course after the course has commenced
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment
- Students who leave before completing the course and/or qualification

All bank charges incurred by Queensford College in issuing a refund will be met by the student.

Queensford College will endeavour to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

In the event that a student does not commence studies on the due date, the college will advise the Department of Education and Training via PRISMS, details of the student who has not commenced studies within a period of 31 days, and 14 days for student under 18 years of age.

3.1. Student Refund Table

Enrolment / Application \$200	Non-refundable
Tuition Fees	
Visa refused prior to course commencement (evidence required)	Full refund
Withdrawal at least 10 weeks prior to agreed starting date	Full refund
Withdrawal at least 4 weeks prior to agreed starting date	75% refund
Withdrawal less than 4 weeks prior to agreed starting date	60% refund
Withdrawal after the agreed starting date	No refund
Visa cancelled due to actions of the students	No refund
Course withdrawn by Queensford College (provider default)	Full refund
Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to agreed start date	Partial / Full refund
Student fails to achieve an acceptable English Language Proficiency (required for commencing the Vocational Course/s the student is enrolled in) as required by Queensford	No Refund
All tuition fee refunds will attract \$250.00 administration fee	
Enrolment fees	No refund
Material fees after course commencement	No refund

4. STUDENT DEFAULT

A student is not eligible for a refund in the event of student default. A student defaults when:

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

4.1. Reporting Timelines - Student Default

Queensford College is obliged to adhere to the following timelines in relation to reporting student default:

- 14 days for students under 18 years of age, otherwise 31 days, to report non-commencement of enrolled course or cancellation of the student's enrolment to Department of Home Affairs (Section 19, ESOS Act 2000)
- 28 days to finalise the student default obligations where a refund is provided to a student in relation to a student's visa being refused, (where there is a compliant written agreement, or where there is no compliant written agreement in place), and
- A further 7 days to report the outcome of the student default (via PRISMS) (total of 35 days after the default occurs).

4.2. Student's Rights to Appeal

- Any student who is refused a refund by Queensford College may appeal within 20 days in writing to the Student Administration Manager Refer Complaints and Appeals Policy available.
- The College's appeal process does not limit the student's right to pursue other legal avenues.
- The availability of the complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

5. PROVIDER DEFAULT

In the unlikely event that the College defaults, it will notify the Secretary (or delegate) and Tuition Protection Service (TPS) Director within 3 business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student.

The College defaults when:

- It fails to provide the course to the student on the agreed starting date; or
- The course ceases to be provided to the student any time after it starts but before it is completed; and
- The student has not withdrawn before the default day.

In the unlikely event that the College is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within 2 weeks of the day on which the course ceased to be provided.

Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the College to indicate the student accepted the placement.

In the unlikely event the College is unable to provide a refund or place students in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Students in this instance are advised to contact <https://tps.gov.au/StaticContent/Get/StudentInformation>.

6. REFUND PROCEDURE

All requests for a refund must be submitted on the appropriate 'Refund Application Form', to Queensford College Accounts Office. Refund Application Form is available on the Queensford College website.

Refund requests must be accompanied by official documentary evidence. All written evidence must be submitted in English.

Note: It is the applicant's responsibility to have any supporting documentation translated into English by a recognised authority, e.g. National Accreditation Authority for Translators and Interpreters (NAATI).

If the student is unable to access the refund form a refund request should be made in writing and emailed, faxed or posted to the College Administration Office.

Refunds will only be in Australian dollars.

The refund will only be made in the name of the person who paid the student fees unless the student gives a written direction to the college to pay the refund to someone else.

Refunds are made in accordance with the policy above and full refunds of amounts owed to the students will be made within 4 business weeks.

All bank charges incurred by Queensford College in issuing a refund will be met by the student.

Queensford College will endeavor to contact students who have not requested a refund within 4 weeks of leaving the college at the last known contact address, phone and email, and keep such evidence on the student file.

In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.