GLENCOE Education

Refund Policy and Procedure

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Policy Statement	
Purpose	Glencoe Institute of Higher Education ('the Institute') has established the *Refund Policy and Procedure* ('the Policy') with the objective of providing transparent guidelines and procedures regarding the reimbursement of unused tuition fees and other charges for students currently enrolled at the Institute. The Policy aims to ensure transparency, fairness, and consistency in managing refund requests while safeguarding the interests of both the Institute and students.
Scope	This Policy applies to all prospective and enrolled students and staff of the Institute.
Definitions	For definitions, please refer to the *Dictionary of Terms.*

1. Policy Principles

a) The Institute ensures compliance with relevant Commonwealth and Western Australian legislation, including the *Higher Education Standards Framework (Threshold Standards) 2021 (HESF 2021)*, the *Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act)*, the *Education Services for Overseas Students Act 2000 (ESOS Act)*, and the *National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code)*, ensuring that refund processes are fair, transparent, timely, and compliant with statutory obligations.

b) The Institute will provide accurate, timely and transparent information about fees prior to and during the enrolment period.

c) The Institute will provide accurate, timely and transparent information regarding the refund process and charges during the orientation session.

d) The Institute will ensure that its processes and practices, including refund of tuition and student fees, are ethical, honest, and fair and conducted in accordance with the Acts, regulations, and codes that apply to higher education institutions.

e) The Institute is committed to facilitate students in making well-informed decisions and choices.

f) All applications for refunds will be assessed fairly and equitably according to the published guidelines outlined in the Policy.

g) Refund information and processes are accessible and non-discriminatory, with reasonable adjustments where needed, consistent with the Institute's *Equality, Diversity and Inclusion Policy and Procedure*.

2. Conditions

a) Upon signing the *Letter of Offer*, each student acknowledges and agrees to the Institute's *Refund Policy and Procedure*.

b) Refunds will be calculated based on the timing and reason for withdrawal.

c) Students who are suspended or expelled from the Institute due to misconduct, for providing fraudulent documentation, or due to violation of their student visa conditions are not eligible for a refund.

d) Students are not allowed to transfer their tuition fees and any other course -related fees to other students under any circumstances.

e) The Institute may review the fees annually and fees may change during the period of enrolment.

f) Updated fee information is published on the Institute's website and on notice boards a month before enrolment, and students are notified of fee changes through direct email and the Learning Management System (LMS).

g) After regulatory approvals, the Institute intends to apply for the fee assistance program FEE-HELP.

3. Procedures

a) Prior to withdrawal from a course, the student should consult the Student Support Manager (Student Support Services) to discuss options and possible outcomes and consequences including refund of unused tuition fees.

b) A student wishing to withdraw from their enrolled course who believes they are entitled to a refund according to the *Refund Policy and Procedure*, must complete a *Refund Application Form*, available from Reception or the Institute's website.

c) The completed *Refund Application Form* with supporting documents, must be submitted via email to the Student Support Officer.

d) The Student Support Officer will review the submitted *Refund Application Form* for completeness, and then forward it to the Student Support Manager for consideration.

e) The Student Support Manager will review the *Refund Application Form* based on the grounds for withdrawal/cancellation and student payment status and any outstanding fees or charges owed.

f) Upon receiving a *Refund Application Form*, the Institute will normally respond to the student with a decision within 20 business days.

g) If the application is successful, the refund will be paid to the student, or a person nominated in the *Refund Application Form*.

h) Refunds will be provided in Australian Dollars (AUD) and a written statement will be issued explaining how the refund amount has been calculated, including any bank fees or charges incurred in issuing the refund which are deducted from the refund amount.

i) Refund calculations and approvals follow the *Financial Management Policy and Procedure*, which governs tuition and fee settings and establishes appropriate internal financial controls.

j) Staff handling refunds must complete *ESOS Legislative Framework Training* and refresh as required.

k) Refund applications, determinations, correspondence, and payment proofs are stored in accordance with the *Records Management Policy and Procedure* for a minimum of two years after enrolment ceases, and access to these records is restricted and logged.

4. Refund of Tuition Fees

Refund eligibility is determined with reference to the census date, in accordance with higher education sector standards. The table below outlines the maximum refund applicable to the specified circumstances:

a) Distinction between Commencing and Continuing Students

Refund conditions differ for commencing students (who include those affected by delayed or unsuccessful visa outcomes or late commencement) and continuing students, consistent with sector-standard refund structures.

b) Clarification Regarding Materials Fees

The Institute does not charge separate materials fees for undergraduate courses. Standard learning resources are included in tuition fees. Only supplementary fees (e.g., graduation, transcript reissue) are outlined in *Appendix I*.

c) Australian Consumer Law Alignment

The Institute's refund framework aligns with *Australian Consumer Law* principles of fairness, transparency, and equity.

Circumstances	Refund Entitlement
Visa refusal before course start date (official student visa refusal documentation required)	100% of tuition fees paid, less an administrative charge equal to the lesser of 5% of tuition fees paid or AUD $500, in accordance with the *ESOS Act* 2000.
Visa refusal after course starts (documentation required)	Refund of unspent tuition fees from the default day, as defined in the *ESOS Act*.
Withdrawal from course more than 28 days before the census date	Refund of unspent prepaid tuition fees, less the enrolment fee and an administrative charge not exceeding 25% of prepaid tuition.
Withdrawal from course less than 28 days before the census date	50% of prepaid tuition fees for the first study period, minus the enrolment fee.
Withdrawal from course after the census date	No refund of tuition fees paid.
Course deferment or suspension followed by cancellation	No refund of tuition fees will be granted, as the deferment or suspension was initiated by the student. Where compassionate or compelling circumstances apply, the Institute may consider a partial refund at its discretion, consistent with the *ESOS Act* and the *National Code*.
Enrolment cancelled due to student misconduct	No refund of tuition fees paid. A partial refund may be considered only in compassionate or compelling circumstances, consistent with the *ESOS Act and* the *National Code*.
Enrolment cancelled due to non-commencement or visa breach	No refund of tuition fees paid. This includes situations where a student fails to commence studies on the agreed start date or breaches student visa conditions leading to cancellation of enrolment.

5. Compassionate or Compelling Circumstances

Students withdrawing from a course due to compassionate or compelling circumstances may be granted a refund of fees.

a) Special circumstances which would make it impractical for a student to complete the requirements for the course of study may include:
   i. Medical circumstances which may include illness or injury, hospitalisation, participation in medical treatment programs, exacerbation of existing medical conditions or disability, resulting in a student's medical condition changing to such an extent that they are unable to continue studying. The refund application based on compassionate or compelling circumstances must be accompanied by an original or certified copy of a medical certificate;
   ii. Loss or bereavement, such as the death of a close family member, immediate relative or close friend, or family relationship breakdown, substantial unplanned carer's responsibilities to members of their immediate family or household, significant disruption to domestic arrangements, hardship, or trauma, being the victim of a crime, legal commitments, accidents, or natural disasters.

b) Application for Refund based on compassionate or compelling circumstances must be supported by documentary evidence. Supporting documentary evidence may include (but is not limited to):
   i. Original, signed and sufficiently detailed medical certificates;

ii. Police reports;
iii. Signed and witnessed statutory declarations (or similar);
iv. Any other evidence which supports the student's claim;
v. Any other documentary evidence as requested by or on behalf of the Dean.

Refunds under compassionate or compelling circumstances are assessed based on the evidence provided by the applicant and at the discretion of the Dean or nominee and are dependent on individual circumstances.

Where compassionate or compelling circumstances arise from a critical incident, escalation and student support will be managed in accordance with the *Critical Incident and Emergency Management Policy and Procedure*.

6. Refund for Provider's Default

Students are eligible for 100% refund of unspent tuition fees and the enrolment fee if the Institute is unable to offer the course for which the original *Letter of Offer* was made before the agreed census start date.

7. Refund of Overseas Student Health Cover (OSHC)

a) Overseas Student Health Cover (OSHC) refund requests must be made directly to the student's OSHC provider.
b) A refund of the unexpired portion of paid OSHC can be requested by a student or official sponsor if the student:
   i. Has paid their OSHC but did not come to Australia;
   ii. Could not extend their Student Visa, and returned to their home country before the end of their approval stay for reasons beyond their control;
   iii. Has completed their course and has been granted Permanent Resident status in Australia.
c) Where the Institute has, under an agency agreement with the Institute's OSHC provider, transferred these refunds to the provider, the student will apply directly to the provider for the applicable total or partial refund.

8. Statement of Tuition Protection Service (TPS)

a) The Institute states that it fully adheres to the Tuition Protection Service (TPS) requirements under the ESOS Act.
b) The Institute's Tuition Protection Service (TPS) applies to all students, including international students and domestic students accessing FEE-HELP (when operational). This ensures compliance with the ESOS Act for all enrolled students, including both FEE-HELP students and non-FEE-HELP domestic students.
c) If the Institute fails to start providing the course to the student at the agreed location on the agreed starting day or if the course is interrupted after it has started but before it is completed, it will be considered a provider default. A provider default can also occur if the Institute ceases to operate, is unable to deliver the course due to unforeseen circumstances, or withdraws from the course after it has commenced, but before the student completes it.

The student will be entitled to a refund of any unspent tuition fees if they have not withdrawn from the course before the census day.

   i. In case of a provider default, the Institute will notify all affected students in writing as soon as practicable and in accordance with *ESOS Act (Part 5)* requirements.

The Institute will notify the Secretary and the TPS Director via PRISMS within three (3) business days of the default day and will, within fourteen (14) days, either arrange an alternative placement accepted in writing by the student or refund any unspent tuition fees, consistent with the *ESOS Act* and *TPS Framework*.

ii. Where a student is unable to fulfill their obligations, the Institute will inform the ESOS Agency and TPS Director via PRISMS within three (3) business days of the default day, in accordance with the *ESOS Act (Part 5, Division 4)*. The notification will contain the following details:

iii. Information regarding a student who was accepted but did not start their course as expected;

iv. Any information about a student who terminated their studies before completing the course, whether it was due to the student's or provider's actions;

v. Any changes in the course duration or the identity of an accepted student, and notification of any breach of a prescribed condition of a student visa by an accepted student as soon as possible after the breach, even if the student is no longer enrolled.

d) When the TPS Director requests the Institute to consider accepting students from a different provider, the Institute will follow the *Admission Policy and Procedure* to inform the decision.

e) If the Institute accepts a student into a course, the student has until the census date after the end of the provider obligation period to return the signed *Letter of Offer*, unless the period is changed by the TPS Director. The Institute will ensure that students enrolled in a discontinued course or subject will continue to receive the necessary academic support during the teach-out period. The Institute will maintain the integrity of the course and ensure that academic quality is preserved throughout the transition. Students will be offered:

i. Ongoing academic counselling and support to assist them in completing their remaining course requirements.

ii. Access to additional academic resources to ensure that the quality of teaching and learning continues during the teach-out period. This ensures that students are able to complete their course in a manner consistent with the academic standards and requirements set forth by the Institute and the *National Code*.

f) If no suitable alternative course is available, the Institute will arrange a Teach Out option, ensuring that students are placed in an equivalent course either within the Institute or with an approved provider. If no suitable alternative course can be found within the Institute or with an approved provider, the Institute will arrange a Tuition Fee Repayment Option, ensuring that students are refunded for any unspent tuition fees. This repayment will be processed within 14 days of the provider default and students will be notified in writing about the refund process, including the method of payment and timeline for the refund. This repayment will be processed in accordance with the ESOS Act and TPS Framework.

g) For more information or assistance under the *Tuition Protection Service*, students may contact:

Department of Education
GPO Box 9880 Canberra ACT 2601 Australia
Website: https://tps.gov.au | https://tps.gov.au/Home/Login
Email: support@tps.gov.au
Phone: 1300 131 798

The TPS Director is responsible for ensuring that eligible students receive a refund or placement in accordance with *Part 5* of the *ESOS Act 2000* and the *Tuition Protection Service Framework*.

9. Appeals

All students have the right to appeal against the decisions made under the Policy if they believe the decision is inconsistent or there was an administrative error. Appeals will be addressed in accordance with the Institute's *Student Grievance Management Policy and Procedure.*

10. Review and Evaluation

This Policy will be reviewed at least every two years, or earlier if required due to changes in legislation, regulatory requirements, technological developments within professional and industry sectors, or institutional priorities, to ensure its ongoing relevance, accuracy, and effectiveness.

Appendix I: Supplementary Fee Schedule

Glencoe Institute of Higher Education may levy supplementary fees for specific services that are additional to standard tuition fees. These charges are intended to support administrative, academic, and event-related activities, ensuring the effective delivery of student services and a high-quality learning experience.

Students are advised of all applicable fees during orientation and in their official *Letter of Offer*.

Important Note:

The Institute does not charge separate materials fees for undergraduate courses. Standard learning resources are included in tuition fees, consistent with *Section 4: Refund of Tuition Fees* and the Governing Council minutes. Only supplementary fees listed below may be charged. The enrolment fee ($250.00) is non-refundable, as outlined in the *Refund of Tuition Fees* table.

The current supplementary fees are provided below:

Fee Item	Current Fee	Notes
Re-Issue of Student Card	$ 20.00	Applicable for replacement of lost or damaged student identification cards.
Re-Issue of Academic Transcript or Testamur/ Certificate	$ 50.00	Applies when a replacement academic transcript, testamur, or certificate is requested.
Confirmation of Enrolment (CoE) Reissue Fee	$ 250.00	Applicable only to international students requiring a new CoE following cancellation.
Late Fee for Library Items	$ 5.00	Charged for overdue return of items borrowed from the Library.
Late Payment Fee	$ 100.00	Charged per instalment when tuition fees are not paid by the due date.
Change of Subject Fee	$ 200.00	Applies to subject changes, including changes of major.
Graduation Ceremony Fee	$ 150.00	Covers the cost of the graduation event, including gown hire and administrative expenses.
Credit Card Surcharge	2.5%	Applied based on card type and not exceeding the Institute's actual transaction cost.

Note: The Institute reviews all tuition and supplementary fees annually, and fees are subject to change. Both tuition and non-tuition fees form part of the Institute's overall fee structure. The official fees payable is confirmed in each student's *Letter of Offer*, which constitutes the binding agreement under the *ESOS Act 2000* and the *National Code 2018*.

Version Control

Version	Date of Approval	Approved By	Related Documents
1.2	15 April 2026	Governing Council	Admission Policy and Procedure Critical Incident and Emergency Management Policy and Procedure Equality, Diversity and Inclusion Policy and Procedure Financial Management Policy and Procedure Human Resource Management Policy and Procedure Records Management Policy and Procedure Letter of Offer Student Grievance Management Policy and Procedure Student Support Services Policy and Procedure
Benchmarking Institutions			The University of Adelaide Unity College Australia Edvantage Institute Australia Pty Ltd University of Southern Queensland (UniSQ)
Policy Owner			Dean
Legislations			Higher Education Standards Framework (Threshold Standards) 2021 (Cth) (HESF 2021) Education Services for Overseas Students (ESOS) Act 2000 (Cth) (ESOS Act) National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth) (National Code) Higher Education Support Act 2003 (Cth) Tertiary Education Quality and Standards Agency Act 2011 (Cth) (TEQSA Act 2011) Tuition Protection Service (TPS) Framework Australian Consumer Law (ACL) Privacy Act 1988 (Cth) Fair Trading Act 2010 (WA) Australian Accounting Standards (AASB Standards) State Records Act 2000 (WA) Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)
Higher Education Standards Framework (Threshold Standards) 2021 (Cth)			Standard 1.1; Standard 1.3; Standard 2.3; Standard 6.2; Standard 7.2.