

OXFORD COLLEGE

CONDITIONS OF ENROLMENT / REFUND POLICY

How to pay:

Payment should be made in the form of a bank cheque or draft in Australian dollars made payable to "Advanced Academy Pty. Ltd. TA Oxford College Special Account" or payment may be remitted by Telegraphic Transfer direct to our account (062-006-11551772) at Commonwealth Bank of Australia, 691-693 George Street, Haymarket, Sydney NSW 2000.

Conditions of Enrolment

1. Enrolment, Administration fee, Accommodation (including Homestay) and Guardian Placement fees and Airport transfer fees are not refundable.
2. Any request for refund, whether it be for visa refusal or not, is to be made in writing to the College's Administration Officer. The College requires the rejection letter from the Department of Immigration and Border Protection and the College's document for authorisation of third party, if applicable, to receive a refund with signatures in the case that the recipient of the refund is different from the student. The refund will be made within 4 weeks after the default day. The 'Receipt' document is to be signed and returned to the College immediately upon receipt of the refund.

Case A: In case of visa refusal, the refund amount will be calculated as follows:

Case A: Refund Amount

Tuition fee received by the College (as per the College's Document of Offer) **(A)**;
OSHC **(B)** if the College received;
Enrolment, Administration fee, Accommodation (including Homestay) and Guardian Placement fees and Airport Transfer fees **(C)** if the College received;
Cancellation fee **(D)**, \$500 or 5% of the course fee received from you, whichever is less according to 46D(7) and 47E(4) of the ESOS Act 2000.
Refund Amount = (A) + (B) + (C) – (D)

Case B: If you wish to cancel your enrolment for any other reason and your written notice is received by the College 28 days or more before your original course starting date (this course starting date will be the original starting date shown on the first agreement initially issued, and it will be the original starting date of the first course of a package in the case of a package of 2 or more courses). The College charges a cancellation fee equivalent to 30% of the tuition fee, and this and International Money Transfer Bank fees will be deducted from a refund.

Case B: Refund Amount

Tuition Fee received by the College (as per the College's Document of Offer) **(A)**;
Administration Fee **(B)** if the College received;
OSHC **(C)** if the College received;
Cancellation Fee: Tuition fee (as shown on the Agreement) x 0.3 **(D)**
Refund Amount = (A) – (D) + (B) + (C)

Case C: If you cancel your enrolment and you notify the College in writing less than 28 days before your original course starting date (this course starting date will be the original starting date shown on the first agreement initially issued, and it will be the original starting date of the first course of a package in the case of a package of 2 or more courses) The College charges a cancellation fee equivalent to 50% tuition fee, and this and International Money Transfer Bank fees will be deducted from a refund. (100% tuition fee will be retained in the case of Visitor or Working Holiday visa).

Case C: Refund Amount

Tuition Fee received by the College (as per the College's Document of Offer) **(A)**;
Administration Fee **(B)** if the College received;
OSHC **(C)** if the College received;
Cancellation Fee: Weekly tuition fee (as shown on the Agreement) x 0.5 **(D)**
Refund Amount = (A) – (D) + (B) + (C)

If you cancel your enrolment or withdraw from the course on or after your original course starting (this course starting date will be the original starting date shown on the first agreement initially issued, and it will be the original starting date of the first course of a package in the case of a package of 2 or more courses), the tuition and other fees including tuition and other fees for the principal course in the case of a package of 2 or more courses will be retained and not be refunded. If you are introduced to the College through a third party which retains any portion of your payment, or charges or any additional fees paid by you, such monies will not be refunded by the College, as such the third party/person shall be deemed to be your agent and not an agent of the College.

Once a visa has been approved, no refund will be made notwithstanding of the afore-mentioned other conditions except the case where the College cancels, terminates or defers the course, in which case you will be refunded the amount of course money the College received in accordance with the Education Services for Overseas Students Act 2000.

3. Should you wish to cancel your accommodation and/or welfare arrangement for any other reason than a refusal of your visa, Homestay and Guardian fees that the College received will be refunded only if you notify the College in writing more than 28 days before your course starting date.
4. The College reserves the right to cancel or defer courses, and to alter course timetables and class locations without notice. If the College fails to start to provide the course to you at our Colleges' campus on the agreed starting day or ceases to provide the course at our Colleges' campus at any time after it starts, but before it is completed; and you have not withdrawn before the default day, within 14 days, either you will be offered a place in an alternative course at the College's expense, that is accepted by you in writing or you will be refunded the unused portion of the tuition fees (The refund amount is the product of the weekly tuition fee X number of weeks in default period) that the College received in accordance with the Education Services for Overseas Students Act 2000.
5. In the case of your default with the following circumstances:
 - a. the course starts at the Colleges' campus on the agreed starting day, but you do not start the course on that day (and have not previously withdrawn); or
 - b. you withdraw from the course at the Colleges' campus (either before or after the agreed starting day); or

- c. the College refuses to provide, or continue providing, the course to the student at the Colleges' campus because of one or more of the following events:
 - i. you failed to pay an amount you were liable to pay the College, directly or indirectly, in order to undertake the course;
 - ii. you breached a condition of your visa;
 - iii. misbehaviour by youno refund can be made except such cases as included in the above 2 and 3.
6. The College reserves the right to withdraw all its services if your conduct disrupts the normal operation of classes, such as a disruption. This includes bringing your friend or other third party into a class. In these cases, no fee will be refunded. (Refer to "Students' rights and responsibilities" document for further information).
7. You or, if you are under the age of 18, your parents/guardian must agree to indemnify the College and/or its staff from any responsibility and/or claim for any possible injury, damage or loss during your attendance at any of our programmes or stay at the host family.
8. There will be no refunds or deductions for public holidays.
9. Entry fees on excursions are an extra cost to students.
10. Entry requirements for the Colleges' courses shall be in accordance with the ESOS Act 2000, the National Code and rules set by Government Departments.
11. Conditions of Enrolment for Principal course:

In the case of a package of 2 or more courses, the College charges a cancellation fee applying for all the tuition fees including the tuition fee of a principal course and this will be deducted from a refund if any.
12. The amount of invoice (Document of Offer) as per the Payment Schedule in the 'Document of Offer' shall be paid at the time of enrolment unless instalment arrangements or a different time of payment is agreed and specified in the College's invoices (Document of Offer). In the case of scheduled payments and specially agreed instalments the College reserves the right to charge you a penalty of not less than \$200 each time for every delay in your payments. Notwithstanding this clause, If you fail to pay fees on due date or at the latest upon receipt of due notice, the College reserves the right to terminate your enrolment. An instalment plan if any mentioned, is offered only in case students are unable to pay tuition fees as per the College's standard Payment Schedule, but this will not negate our standard terms of payment, i.e. according to the College's standard Payment Schedule and the College's Refund Conditions regarding a cancellation fee the College charges in case of refund. A cancellation fee as per the College's Refund Conditions applies also to unpaid tuition fees in the 'Document of Offer', not just to the paid instalment amounts.
13. TPS (Tuition Protection Service) does not apply for enrolment fee, material fees (textbooks, resources, calculator, stationery, tools, uniform, etc.), administration fees, sports and excursion fees, examination fees, work placement fees, OSHC fee, RPL (Recognition of Prior Learning) assessment fee, accommodation (homestay, etc) placement and accommodation fees, guardian placement and guardian fees, airport transfer fee and any other fees and charges other than tuition fee.

The above Conditions do not remove the right to complain and appeal through the College's Complaints and Appeals Processes and also take further action under Australia's consumer protection laws. Upon signing the enrolment form you are deemed to have entered into a written agreement with the College based on the conditions of enrolment, and **have agreed that all information provided by you including personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by you of a student visa condition may be made available to Australian Government and designated authorities and if relevant, the Tuition Protection Service (TPS) and the Overseas Students Tuition Fund (OSTF)**, pursuant to obligations under the ESOS Act 2000 and the National Code. The College's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies. **You have an obligation to notify the College of a change of address while enrolled in the course.**

You will find more information including 'Policies and Requirements' and also 'ESOS Requirements' (List of Agents) on our website: <http://www.oxford-college.com.au>. If you have a plan to bring your school-aged dependant/s with you, you should be aware of Australia's schooling obligation and options, including the fact that your school aged dependant/s will be obliged to attend school whilst in Australia, and that school fees may be incurred. For further details, please see the DIBP website: <http://www.immi.gov.au>.