Texila College Australia Pty Ltd
Application for Refund Form

All applications for a refund must be made in writing by completing this form and submitting it to Texila College Australia campus reception or by emailing the completed form as an attachment to: info@texila.edu.au .

This form and associated processes comply with the Texila College *Refund and Tuition Assurance Policy and Procedures* and *Privacy Policy and Procedures*, available on the Texila College website at: www.texila.edu.au

Student Details

Date of Application:		Student ID:	TCA
Student Name:		Date of Birth:	
Mobile:		Email:	
Address:		Country	
Course(s) for which refund is sought:			
Reason for application for refund:			

Refund Payment Instructions

Beneficiary Name:		Relationship to Student:	
Beneficiary Address:		Country:	
BSB:		Account Number:	
SWIFT Code:		IBAN:	
Account Name:			

Student Declaration:

I have read and I am aware:

☐ of the Texila College *Refund and Tuition Assurance Policy and Procedures* and the Terms and Conditions of my enrolment.

☐ that deposit paid for the issuance of the Confirmation of Enrolment (CoE) was non- refundable.

☐ I am eligible for a refund as per the Refund and Tuition Assurance Policy and Procedures

Student Signature

Student Name:		Student Signature:		Date:	

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Conditions and Calculation of Refunds

CALCULATION OF REFUND
International Higher Education Students only

Details and Notification period		CALCULATION OF REFUND	
STUDENT DEFAULT CIRCUMSTANCES			
10.1	Enrolment fee, Re-enrolment fee, material fee, administration fee, accommodation placement fee, airport pickup/transfer fee, textbook fee, stationary fee, and any non-refundable fees and charges.	Non-Refundable	☐
10.2	**WAITING FOR VISA**		
I.	Withdrawal of the course notified in writing and received by TCA 28 days or more prior to course commencement date before the visa has been granted	50% refund of the tuition fee paid	☐
II.	Withdrawal of the course notified in writing and received by TCA less than 28 days prior to course commencement date before the visa has been granted	30% refund of the tuition fee paid	☐
10.3	**VISA REFUSAL**		
I.	Withdrawal of the course due to visa refusal in writing and received by TCA within 28 days of the visa refusal letter issued by the Department of Home Affairs but before your original course commencement date if the refusal is not due to your actions, such as forged or fraudulent documents, or failure to provide the documents required by Department of Home Affairs	100% refund of paid tuition fee less administration fee of $500. (refusal letter required to determine default reason and date)	☐
II.	Withdrawal of the course due to visa refusal in writing and received by TCA within 28 working days of the visa refusal letter issued by the Department of Home Affairs but after your original course commencement date if the refusal is not due to your actions, such as forged or fraudulent document, or failure to provide the documents required by Department of Home Affairs	The College will retain USED tuition fees for part of the course that has already been delivered to the student before the day the student visa was refused; non-tuition fees are non-refundable.	☐
III.	Withdrawal of the course due to visa refusal in writing and received by TCA if the refusal is due to your actions, such as forged or fraudulent documents, or failure to provide the documents required by Department of Home Affairs	No refund of any fee paid. (refusal letter required to determine default date)	☐
IV.	Withdrawal of the course due to visa refusal in writing and received by TCA more than 28 days of the visa refusal letter issued by Department of Home Affairs	75% refund of paid tuition fee less administration fee of $500	☐
10.4	**VISA GRANTED**		
I.	Withdrawal of the course in writing and received by TCA after your visa granted by Department of Home Affairs	No refund of the first semester fees. * 100% of the 2nd semester fees less administration fee of $500 *Except in the case of limited circumstances, a student cannot transfer to another registered provider prior to the completion of six months of his/her principal course of study, hence is not eligible for any refund.	☐
10.5	**DEFERREMENT**		
I.	Deferment due to a delay in the visa more than 28 days prior to the commencement date	Deferred eCOE will be issued 60days from the date of the subsequent intake date and the DEPOSIT will be reallocated to the subsequent COE. This amount will be credited towards your course fees upon commencement as partial payment. Non-Tuition fees are non-refundable	☐
II.	Visa refusal after a deferment has been granted	A refund will only be payable, as per the refund policy for visa non granted as per section 10.3	☐

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Details and Notification period		CALCULATION OF REFUND	
III.	Deferment applied 28 days or less prior to the commencement date after the visa has been granted for any other reason	No refund of any fee paid. Deferred eCOE will be issued 60days from the date of the subsequent intake date and the NON-REFUNDABLE DEPOSIT will be reallocated to the subsequent COE. This amount will be credited towards your course fees upon commencement as partial payment.	☐
	Deferment will be treated as a suspension of studies. The student will be credited with an equivalent the amount when they take up their place in the subsequent study period.		
	Where the student does not take up his/ her place in the subsequent study period no refund will be granted unless the visa is not granted.		
	For cases of visa not granted section 10.3 applies.		
V.	TCA approved deferment or suspension of studies (maximum 6 months), then subsequent cancellation of enrolment, either student initiated, or TCA initiated	No refund of any fee paid	☐
VI.	Withdrawal during deferment or suspension of studies	No refund of any fee paid	☐
VII.	Deferment applied to enrol in English course to fulfil the English language proficiency entry requirement for TCA.	75% of the tuition fees paid will be transferred to the subsequent study period, upon commencement of the subsequent study period. * *Appropriate documentation will need to be provided as proof of not attaining the required English level. E.g., transcript of failure of English etc, where they will be eligible to apply for constant deferment or cancellation by taking 2 years of English COE	☐
VIII.	If the student does not return to their studies after a deferment period.	No refund will be granted if the learner decides not to recommence studies except in compelling or compassionate circumstances.	☐
10.6	**MEETING ENTRY REQUIREMENT**		
IX.	Withdrawal requests after not attaining the English language proficiency requirement /or other Entry requirements	75% refund of the tuition fees paid* *Appropriate documentation will need to be provided as proof of not attaining the required English level. e.g., transcript of failure of English etc., where they will be eligible to apply for constant deferment or cancellation by taking 2 years of English COE	☐
10.7	**OTHER INSTANCES**		
I.	Withdrawal after the original course commencement date due to change of mind	No refund of any fee paid	☐
II.	Failure to commence his/her first course without prior written notification	No refund of any fee paid	☐
III.	Termination of enrolment/study for failure to comply with TCA's policies and procedures and, or Department of Home Affairs visa requirements	No refund of any fee paid	☐
IV.	Cancellation of enrolment is by TCA because of misbehaviour or breaching of student visa conditions,	No refund of any fee paid. * *It is the student's responsibility to maintain their student visa conditions	☐
V.	Failure to disclose previous visa refusal / cancellation or makes false declaration on the application	No refund of any fee paid	☐
VI.	If any submitted application or enrolment document is found forged or otherwise fraudulent	No refund of any fee paid	☐
VII.	Where special circumstances apply e.g., significant health problems, or other special extenuating personal circumstances beyond your control, which prevent you from taking up or continuing the course, a refund may be made at the discretion of the Chief Executive officer (CEO)		
PROVIDER DEFAULT			

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I.	TCA is unable to offer the course for which the original offer letter was made prior to the agreed course start date	TCA will endeavour to offer an alternative program or location, or the student can choose to receive a full refund of pre-paid tuition fees within 14 days. In the unlikely event that TCA is unable to meet these obligations; the Tuition Protection Service (TPS) will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.	☐
II.	TCA is unable to offer the course for which the original offer letter was made after agreed course start date	TCA will endeavour to offer an alternative program or location, or the student can choose to receive a refund of the unspent course fees within 14 days. In the unlikely event that TCA is unable to meet these obligations; the Tuition Protection Service (TPS) will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.	☐
ACCOMMODATION			
I.	Request of refund for accommodation payment made. * *Texila College Australia provides accommodation placement as part of their student services. TCA uses third party accommodation services.	Student should request refund directly from the accommodation residences. * *Refund will be subject to the accommodation residences' refund policy and procedures.	☐
II.	All refunds will attract an administration fee: $500.		☐
COMPULSORY OVERSEAS STUDENT HEALTH COVER			
I.	For student who are onshore	Overseas Student Health Cover (OSHC) refund requests must be made directly to the student's OSHC provider.	☐
II.	For offshore students and prior to the course commencement, where initial payment has been made through TCA	OHSC refund requests must be made directly to TCA.	☐
III.	For offshore students and prior to the course commencement, where initial payment has **NOT** been made through TCA	Overseas Student Health Cover (OSHC) refund requests must be made directly to the student's OSHC provider.	☐
Domestic Higher Education Students Only			
I.	Withdrawal from subject/s or a course on or before **Census** date.	100% refund of all payments made.	☐
II.	Withdrawal from subject/s or a course after **Census** date.	No refund granted after **Census** date except for extenuating circumstances.	☐

*The non-refundable portion of the fees is kept by TCA to offset the administrative costs incurs explicitly while delivering services to international students in compliance with the ESOS Act and the National Code 2018 and Opportunity cost of holding up the seat for the student.

For further information see the Texila College Refund and Tuition Assurance Policy and Procedures on the Texila College website at: www.texila.edu.au

TEXILA COLLEGE OFFICE USE ONLY					
Received by Student Administration		Date:			
Student advised of receipt of application	Yes ☐ No ☐	Date:			
Student details reviewed by	Yes ☐ No ☐				
Reviewed and approved by CEO or designated officer	Yes ☐ No ☐	Date:			
Is the Refund Approved?	Yes ☐ No ☐	Date:			
If Yes, Approved Amount?		If No, why?			
Refund processed?	Yes ☐ No ☐ N/A ☐	Is the refund updated in finance system?	Yes ☐ No ☐ N/A ☐		
Student informed of the outcome	Yes ☐ No ☐				
Processing staff		Signature		Date	

Ph: 03 9620 3559 | Email: info@texila.edu.au | Website: www.texila.edu.au
ABN: 20 614 451 286 | ACN: 614 451 286 | TEQSA Provider ID: PRV14276 | CRICOS Provider Code: 03894K

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REFUND PROCEDURES

Please note the following points related to all refund applications received by Texila College Australia *(Excerpt from the STUD016P Refund and Tuition Assurance Policy and Procedures)*

When the college accepts an international student's application for enrolment, the policy and procedures detailed in this document and in the Terms and Conditions of Enrolment will constitute a written agreement between Texila College Australia and the international student for the purposes of the Education Services for Overseas Students Act 2000 (the ESOS Act) and the National Code of Practice For Providers of Education and Training to Overseas Students 2018 (National Code 2018).

All refund procedures outlined apply only to tuition fees. These procedures do not apply to additional course fees and non-tuition fees.
This form should be read in conjunction with the STUD016P Refund Tuition Assurance Policy and Procedures on the website.

I. The process starts when a student withdraws or cancels his/her enrolled course(s) by submitting the Application to Withdraw or Defer Form and Application for Refund Form.
II. If the student believes he/she is due or according to the policy is entitled for a refund, the student is advised to complete an Application for Refund Form which will be available from the student reception area or TCA's website.
III. The completed Form and the supporting documents must then be submitted to the info@texila.edu.au
IV. The application for Refund Form must be completed by the student only. Refund requests made to any other person or submitted by any other means will not be considered.
V. Education Agents are NOT authorised to receive or deal with refund requests from students.
VI. Proof of identification is required and must be submitted with all refund applications.
VII. The submitted Form is reviewed by the Student Services to ensure completeness. The Student Services then signs and enters the date of receipt before passing the full documents to the CEO
VIII. Depending on the date of the student's application for cancellation, withdrawal or deferral of enrolment, the student may still be liable for fees and charges, and not eligible for a refund.
IX. There are no refunds associated with Enrolment Fees, Recognition of Prior Learning Assessment Fees, or Material Fees.
X. Please refer to OSHC provider for refunds directly regarding Compulsory Health Insurance (Student Visa Holders only).
XI. The CEO will then make the decision on the student refund application, based on:
    a. Grounds for withdrawal/cancellation; and
    b. Student payment status and amounts owing
XII. If application is successful, the refund will be paid to the student, or another person nominated by the student. Under banking regulations, if a student has paid by credit card, then the refund must be credited to the original credit card.
XIII. Refunds are paid to the student; or to a person nominated by the student when written authorisation is provided by the student in favour of another party.
XIV. Texila College Australia is not responsible for delays caused by financial institutions in the refund transfer.
XV. Without proof of Visa refusal by the Australian Government Department of Home Affairs, no refund will be issued on these grounds.
XVI. Refunds will only be calculated if fees have been received by Texila College Australia, as paid by the student.
XVII. Refunds will be paid in Australian dollars (AU$) and a written statement All bank fees/charges in issuing the refund will be deducted from the refund amount. TCA is not liable for any variances when refunds are affected by fluctuations in currency exchange rates.
If the refund application is rejected, the student will be advised in writing of the outcome and their opportunity to apply for appeal in accordance with TCA's Student Grievance, Complaints and Appeals Policy and Procedure for Non-Academic Matters.
XVIII. Texila College Australia will not take responsibility for delays or expenses caused by the student providing the incorrect account details.
XIX. The date of enrolment cancellation, withdrawal or deferral is the date the written request is received by Texila College Australia.
XX. Depending on the date of the student's application for cancellation, withdrawal or deferral of enrolment, the student may still be liable for fees and charges, and not eligible for a refund.
XXI. Tuition fees will not be transferred to other educational institutions except in exceptional circumstances and at the discretion of the CEO of TCA.
XXII. Withdrawal in compassionate circumstances may be accepted as grounds for a full or partial refund of tuition fees. Compassionate circumstances may include but are not limited to:
    a. serious illness or disability which prevents the student from being able to study; or
    b. death of a close family member (parent, grandparent, sibling, spouse or child); or
    c. political or civil event or natural disaster which prevents payment of fees.

These reasons may be accepted as grounds for a full or partial refund of fees for any of the scenarios prescribed in the refund table, provided that adequate documentary evidence is provided to support the application for a refund. The student may also be eligible for a full or partial refund of fees at the discretion of the Chief Executive Officer (CEO). The decision of the CEO is final.

XXIII. A student can appeal Texila College Australia decisions in response to their refund application internally and externally according to the College's Student Grievance, Complaints and Appeals Policy and Procedures.

STUDENTS RIGHTS

These procedures and this written agreement and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the students to act under the Australian Consumer Law if the Australian Consumer Law applies.

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