Cancellation and Refund Policy – Student and Provider Default

1. Purpose

This policy outlines the framework governing all student tuition and non-tuition fees, cancellations, refunds, and the management of credits, ensuring compliance with relevant Australian Government regulations.

2. Scope

This policy applies to all students of ILSC Australia and Greystone College Australia across all delivery locations, including students holding student visas, students on other visa types, and students who are not subject to visa requirements (domestic students).

It covers:

- Tuition and non-tuition fees
- Payments, instalments, and late fees
- Cancellations and withdrawals
- Student and provider defaults
- Refunds
- Credit notes for compassionate circumstances

Refund calculations and reporting obligations under the ESOS legislation apply specifically to students holding a student visa.

Note: A separate policy outlining the refunds applicable for accommodation is available on the ILSC Australia and Greystone College websites.

3. Definitions

In this policy, 'we', 'us', and 'our' refer to ILSC and Greystone College Australia.

Student Default: Occurs when a student:

- Does not start the course on the agreed commencement date; or
- Withdrawals from the course (before or after commencement); or
- Has their enrolment cancelled due to non-payment of fees, failure to meet visa requirements, breach of student obligations, misconduct, or other grounds permitted under applicable policies.

Provider Default: Provider Default occurs when ILSC Australia and/or Greystone College fail to start a course on the agreed commencement date or ceases providing a course before it is completed, as defined under the ESOS Act and associated legislation.

Tuition Fees: Fees charged for the delivery of the course as specified in the Written Agreement, excluding non-tuition fees such as enrollment or accommodation placement fees.

Non-Tuition Fees: Fees not directly related to course delivery, including but not limited to enrolment, resources, accommodation placement, or other administrative fees.

Course Commencement Date: The first official day of the course as listed in the Written Agreement.

Compassionate Circumstances: Urgent and unforeseen events such as serious illness or family emergencies that prevent the student from commencing or continuing their studies. Documentary evidence is required to support such claims.

Credit Note: A non-refundable, non-transferable credit representing tuition fees held by ILSC Australia and/or Greystone College for use by the student for re-enrollment under compassionate circumstances.

Percentage of Program Completed: The Percentage of Program Completed equals the number of scheduled study weeks completed divided by the total scheduled study weeks in the program.

PRISMS: Provider Registration and International Student Management System used to manage Student Visa compliance.

Tuition Protection Service (TPS): A government initiative of the Australian Department of Education, which assists international students to either find an alternative course or receive a refund if their provider is unable to deliver their course.

4. Policy Statement

ILSC Australia and Greystone College are committed to maintaining a fair, transparent, and consistent process for cancellations and refunds that comply with all relevant legislative and regulatory requirements.

Refund requests and cancellations will be assessed promptly and equitably, with clear information provided to students regarding eligibility, timeframes, and applicable fees.

Where there is any inconsistency between this policy and applicable legislation, including the ESOS Act 2000 and the ESOS (Calculation of Refund) Instrument 2024, the legislative requirements will prevail.

5. Student Default - Cancellations and Withdrawals

Cancellations and withdrawals are subject to the conditions of this Policy.

Where required, student defaults, withdrawals and changes to enrolment will be reported in PRISMS in accordance with ESOS requirements.

Students seeking to transfer to another provider should refer to the *Student Transfer Policy*.

Processes relating to deferral of enrolment, suspension of studies, and any College-initiated action affecting a student's enrolment status are managed under the *Deferral and Suspension of Enrolment Policy*.

5.1. Cancellations

A student is considered to have defaulted if they:

- Cancel their enrolment before the course commencement date; or
- Do not start the course on the agreed scheduled commencement date without approved deferral; or
- Withdrawal from the course after commencement

It is the students' responsibility to start their course on time and at the agreed location.

5.2. Withdrawal

Students who wish to withdraw from their course must submit a withdrawal request using the form provided by ILSC Australia and Greystone College and indicate their intended withdrawal date.

Students may be requested to provide supporting documentation relevant to their withdrawal request. ILSC Australia and Greystone College may proceed with processing the withdrawal based on the information available and update enrolment records as required.

We will ensure that they have the opportunity to meet with an appropriate staff member within two (2) business days of submitting their withdrawal request. If meeting in person is not possible, we will offer alternative arrangements (such as an online meeting or phone call).

6. Provider Default

In the unlikely event that ILSC Australia or Greystone College is unable to deliver a course in full, students will be offered either:

1. A refund of any unused tuition fees received for undelivered weeks, or
2. Placement on an alternative course at no extra cost.

Refund Calculation

Refund amount = Weekly tuition fee x Weeks in default period

Where:

- **Weekly Tuition Fee** = (Total tuition fees for the course ÷ total calendar days in the course) x 7.
  - *If the fee calculated is not a whole dollar amount, round up to the nearest whole dollar.*
- **Weeks in Default Period** = (Calendar days from the default day to the end of the period to which the payment relates) ÷ 7.
  - *If the weeks calculated are not a whole number, round up to the nearest whole week.*

A refund under Provider Default will be paid within two (2) weeks of the provider default day. If the student accepts the alternative course, they will be asked to sign a document confirming their acceptance.

In the event that ILSC Australia or Greystone College is unable to deliver the course a student has paid for, the Tuition Protection Service, TPS, will assist the student in securing an alternative course with minimal disruption to their studies. If a suitable alternative course is not available, the TPS will refund the tuition fees paid for the portion of the course that the student has not yet undertaken.

7. Refunds for Student Visa Refusal

If a student's visa application is refused by the Department of Home Affairs and, as a result, they are unable to commence or continue their course a refund will be provided in accordance with *Section 10 of the ESOS (Calculation of Refund) Instrument 2024.*

We will process a refund within four (4) weeks after receiving:

- Written notification of visa refusal
- Official visa refusal evidence from the Department of Home Affairs
- A completed refund form with accurate bank details

7.1. Visa Refusal Before Course Commencement

If a student's visa is refused before the course starts:

Refund = Amount of Course Fees Paid minus:

- the lesser of 5% of total Course Fees received, or
- AUD 500.

Course fees include tuition and any non-tuition fees received (for example registration or resources fees).

Refunds for student visa refusal before course commencement will be calculated in accordance with the ESOS (Calculation of Refund) Instrument 2024. Where this policy describes certain fees as non-refundable, those provisions do not apply where a refund is required under applicable legislation.

7.2. Visa Refusal After Course Commencement

If a student's visa is refused after the course starts:

Refund = Weekly tuition fee × Weeks in default period

8. Refunds (General Policy)

This section outlines ILSC Australia and Greystone College approach to refunds for all students, ensuring fairness and consistency while maintaining compliance with legislative requirements.

- **Application for Refund:** Students must complete a withdrawal/cancellation form and submit it to ILSC Australia or Greystone College at the time of cancellation.
- **Processing Time:** Refunds will normally be processed within **four (4) weeks** of receiving the student's completed notice/request.
- **Recipient of Refund:** Refunds will be paid to the person or entity that originally paid the course fees, where possible, in the same currency in which the fees were paid.

- **Bank Charges:** Any bank or transfer fees incurred in processing refunds are the responsibility of the beneficiary.
- **Outstanding Fees:** any outstanding fees or debts owed to ILSC Australia and/or Greystone College may, where permitted by law, be deducted from any refund payable to the student.
- **Exclusions:** No refund will be issued for:
  - Students who are **expelled** for breaching ILSC Australia or Greystone College policies or demonstrating unacceptable behaviour.
  - Notification of withdrawal that occurs after the start of the program (VET programs)
  - International students on a **student visa** who fail to comply with visa conditions.

This policy ensures fair treatment for students while maintaining compliance with regulatory requirements. Refund amounts are calculated based on the timing of the cancellation, as outlined in the Cancellation and Refund Table, and take into account any non-tuition fees paid.

Students who are dissatisfied with a refund decision may access the Complaints and Appeals Policy.

8.1. Non-Refundable Items

The following fees are generally non-refundable, except where a refund is required by applicable legislation.

- Registration Fee
- Accommodation Administration/Placement Fee
- Airport Transfer Fee (unless cancelled with sufficient notice)
- Any completed studied weeks

8.2. Late Arrivals

Students who fail to commence on the scheduled start date without approval are not eligible for a refund for missed days.

8.3. Cancellation and Refund Table

The following table summarises refund conditions and calculations for different cancellation and default scenarios.

Reason for Cancellation or Default	Applicable to	When Notification is Received	Cancellation Fee	Refund Calculation
Voluntary Withdrawal / Student Default (change of mind, personal reasons)	All students	0-7 days of acceptance of the Written Agreement	25% of total fees *($400 max.)*	75% (minimum) of total fees
		1-29 days before course starts	40% of total fees	60% of total fees

		30 days or more before course start	25% of total fees	75% (minimum) of total fees
	All VET students (including student visa holders)	After course starts – VET Programs	$500	No refund of tuition fees, unless otherwise required by legislation or approved under compassionate circumstances provisions of this Policy
	All ELICOS students (including student visa holders)	After course starts – ELICOS Programs (0-10% completed)	50% of total fees	50% of total fees
		After course starts – ELICOS Programs (11-29% completed)	70% of total fees	30% of total fees
		After course starts – ELICOS Programs (30-100% completed)	$250	No refund of tuition fees after 30% completion
Student Visa Refusal (before course start)	Student visa holders only	Any time before course start	Lesser of 5% of total course fees or AUD $500	Balance refunded (as per ESOS Refund Instrument 2024 Section 10(2))
Student Visa Refusal (after course start)		Any time after course start	N/A	Refund = Weekly tuition fee × Weeks in default period (as per ESOS Refund Instrument 2024 Section 10(4))
Provider Default (College cannot deliver the course)	All students	N/A	N/A	Refund = Weekly tuition fee × Weeks in default period (as per ESOS Refund Instrument 2024 Section 8)

9. Compassionate Circumstances – Credit Note

In exceptional cases where a student must withdraw from their studies due to compassionate or compelling circumstances, ILSC Australia and Greystone College may, at its discretion, issue a Credit Note for the unused portion of tuition fees instead of applying the standard refund policy as long as the student is better off under these arrangements and agrees.

This measure supports students facing genuine emergencies while maintaining fairness and financial accountability. All credit notes must be approved by the Vice President Australian Operations or delegate and are issued in accordance with this policy.

All decisions regarding credit notes are final and recorded in the student's file.

9.1. Eligibility

Credit notes may be considered in the following circumstances, subject to supporting evidence:

- Urgent health problems
- Urgent family emergencies

9.2. Policy

- Credit is valid for one (1) year from the date of issue.
- Credit is not refundable or transferable and must be used at the original campus.
- The student must contact ILSC Australia and/or Greystone College at least three (3) months before their intended return session.
- Re-enrolment is subject to course and seat availability at the time of request.
- The student must pay any difference in course fees applicable at the time of re-enrolment.
- The student must agree to and sign the conditions of the credit note.

10. Related Legislation and Standards

- Standards for RTOs 2025
- National Code 2018
- ESOS Regulations 2019
- ESOS Act 2000
- ESOS (Calculation of Refund) Instrument 2024
- Tuition Protection Service (TPS) Framework, Department of Education

11. Policy Review

This policy will be reviewed at least every year, or earlier if required, to ensure alignment with changes in legislation, regulatory standards, compliance requirements, or organisational operations. Earlier reviews may be undertaken in response to audits, incidents, or identified opportunities for improvement.

11.1. Details

Policy Title	Cancellation and Refund Policy – Student and Provider Default
Approved by	Vice President Australian Operations / Director of Quality Assurance
Next Review Date	August 2027

Version	Date	Effective Date	Comment/Note	Author/Reviewed by
1.0	November 2019	November 2019	General updates to reflect current regulations (policy titled *Tuition Refund Policy)*	National Director
2.0	November 2019	November 2019	General updates to reflect current regulations (policy titled *Cancellation and Refund Policy)*	National Director
3.0	15-Sep-2025	15-Sep-2025	Updated to align with revised regulations and consolidate related policies into one comprehensive document.	Quality Assurance Deputy Director, Director of Quality Assurance
4.0	16-Jun-2026	03-Aug-2026	Reviewed to refine and clarify statements, ensuring consistency with considerations identified during the Written Agreement review. Additionally, the policy title was updated to *Cancellation and Refund Policy – Student and Provider Default* to more accurately reflect its scope and clearly distinguish between student-initiated and provider-initiated default scenarios.	Director of Quality Assurance, in liaison with Corporate Controller-Finance, Finance Manager, National Director-GC, National Director ELICOS & Pathway, National Director-Campus Operations, Global Sales Director, Vice-President-Sales.