

International Student Factsheet

Getting a refund from your education provider



This factsheet provides an overview of your rights to get a refund from your education provider in different circumstances.

1. Introduction

Studying in Australia is a significant financial investment in your future. Sometimes problems will arise during your study in Australia and you need to ask your education provider for a refund of your tuitions fees.

You might want a refund of your tuition fees where:

- Unforeseen circumstances have arisen and you cannot continue to study in Australia
- Your education provider makes changes to the course you entered, and as a result you want to study with another education provider
- When enrolled in a pathways course, you fail to meet the requirements of one of your courses and cannot progress to the next course

Standard 3 of the National Code* sets out some of the criteria that education providers' student written agreements must include to be compliant with the legislative obligations placed on education providers. Further requirements can be found in ESOS framework*, which provides a number of protections for international students.

2. When an education provider must give you a refund

There are limited circumstances where an education provider must provide you with a refund of your tuition fees. Such circumstances include:

- Where the Department of Immigration and Border Protection refuses to issue you a student visa, your provider must refund to you all course fees paid, minus 5 per cent of the amount of course fees paid or \$500.00
- Where the refund terms of your student written agreement expressly state that your provider will refund tuition fees in certain circumstances and those circumstances arise
- Where the provider fails to deliver your course
- Where your student written agreement is non-compliant with the ESOS framework your provider must refund you an amount equal to your weekly tuition fee multiplied by the number of weeks in which your student written agreement was non-compliant ('the default period')
- A court or tribunal finds the education provider has breached Australian Consumer Laws

When is a student written agreement non-compliant?

Education providers must enter into a student written agreement with all overseas students, current and intending.

Student written agreements must contain the following:

- The circumstances in which the provider will issue a refund in the event of student or provider default
- A statement about your obligation to notify the provider of a change of address
- A statement about how information will be

shared between the provider and the Australian Government and related entities

- A statement about the student's rights under Australian Consumer Law
- An itemised list of course fees
- A location for each course taught

To be binding, the student written agreement must also be signed or otherwise accepted by you and the education provider.

What is the Australian Consumer Law and how does it affect my refund request?

Australia has consumer protection laws contained in the 'Australian Consumer Law' that protects students in the context of education.

Your education provider must comply with the Australian Consumer Law and if you have attempted to resolve a consumer related issue with an education provider internally, then you may be able to complain to your local state or territory consumer protection agency:

<https://www.accc.gov.au/contact-us/other-helpful-agencies/state-territory-consumer-protection-agencies>

To find out more details about the Australian Consumer Law, see the ACCC website:
<http://www.consumerlaw.gov.au/>

Where a court or tribunal finds that your education provider has breached consumer protections, you may be entitled to a full or partial refund of tuition fees paid.

3. Options if your education provider refuses to grant you a refund

If your provider refuses to issue you a refund to which you think you are entitled, you can access your provider's internal appeal/complaints process.

You should always seek legal advice before making a complaint or appeal against your provider to assess the merits of your claim.

For more details about making a complaint about provider or appealing a decision made by your provider, please refer to the RLC factsheet on 'Making a complaint about your education provider'.

4. Tips for resolving refund disputes with an education provider

- Before you consider accepting an offer to study with an education provider, you should carefully review the refund terms contained in your written student agreement. In particular, you should make note of the circumstances in which you might be eligible to apply for a refund and when your provider is likely to refuse a refund request
- Your written student agreement with your education provider must contain specific information about how and when refunds are payable to students. Many providers merely refer to refund terms contained in a separate document (e.g. the student handbook)
- If your education provider notifies you that your course is changing or will no longer be offered, you are entitled to a refund of course fees. This is so even if the provider only offers to enrol you in a new course (and does not tell you about your entitlement to a refund)

Produced by the Redfern Legal Centre.

This factsheet is not a substitute for legal advice. If you have a problem with an education provider, please seek legal advice from your local community legal centre or other legal advisors.

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** National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (Cth). ESOS framework refers to the National Code and the Education Services for Overseas Students Act 2000 (Cth).*