

## 1. Purpose

Orange College (OC) maintains a fair, transparent, and compliant refund policy for international or overseas students, aligned with the ESOS Act, the National Code 2018, and the Standards for RTOs (SRTOs) 2025. This policy provides for appropriate handling of overseas students' payments and outlines the processes for refunds in the event of course cancellation by either the student or OC. The refunds process will allow international (Overseas) students the option to disengage from training in a manner in which a negative impact may be negated or reduced, depending upon the notification time frame. The term "Overseas Student" includes an intending overseas/international student.

In line with OC's obligations under the ESOS Act, National Code, and the SRTOs 2025, this policy ensures:

- Students are provided with clear, accessible information about all tuition and non-tuition fees prior to enrolment
- Refund arrangements are fair, reasonable, and compliant with Australian laws and regulatory requirements
- Pre-paid tuition fees are protected through OC's participation in the Tuition Protection Service (TPS), which provides placement or refund options in cases of provider default

Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

## 2. Scope

This policy covers the refunds process for all fees payable for training services provided within OC scope of registration, in accordance with National Code 2007 and ESOS Act for international students.

## 3. Definitions (Tuition / Non-Tuition Fees)

All OC fees and charges have been defined in the [Fees and Charges document](#).

## 4. Overseas / International Students

OC (ABN 15 167 063 596) has a fair and equitable refund policy and procedure that is compliant with NVR and ESOS requirements. This policy is provided to students prior to signing the International Enrolment & Acceptance Form being completed, OR prior to any payment of the course (whichever happens first).

OC acknowledges that Government Legislation requires tuition fees and application fees to be refunded in full if:

- The course does not start on the agreed starting date which is notified in the Letter of Offer.
- The course stops being provided after it starts and before it is completed.
- If the course defaults, refunds will be granted in accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

Refunds under the above conditions will be paid in full to the student within 14 working days.

OC may arrange for another course, or part of a course, to be provided to students at no extra cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, the OC will not be liable to refund the money owed for the original enrolment.

In signing the International Enrolment & Acceptance Form to enrol in a course(s) at OC, the student:

- Acknowledges that the information provided by the applicant in their application is complete and correct.
- Agrees to be bound by the College rules and regulations and any amendments made to the rules and regulations.
- Agrees to undertake a testing requirement prior to any course entry, if deemed necessary by the College.
- Agrees to update the College on any change of contact details as soon as practicable.
- Agrees to obey DIBP student visa requirements.
- Agrees to pay all fees required on or by the due date as notified in writing by OC or as per the invoice. The Institute reserves the right to charge a late fee up to \$200 accumulating over 14 working days if the student defaults on the agreed payment plan.
- Acknowledges that the College will access these fees in accordance with the procedures established by the State Government and Department of Education.
- Acknowledges that the College reserves the right to accept or reject any application for enrolment at its discretion.
- Acknowledges that the College reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and, in that event, shall refund all payments received from the Applicant.
- Acknowledges that refunds are made in accordance with the policy below and full refunds of amounts owed to the student will be made within 20 working days.

## 5. Deposit

A minimum deposit of 50% of course fees or as agreed (Letter of Offer) of the cost of the course is payable to secure a place in a course at OC.

Refund Conditions	
OC is unable to provide the course for which the original offer was made before commencement (provider default)	Full refund of course fees
Course withdrawn by the College after commencement (provider default)	Calculation as per Refund amount calculator# (Default period of Provider taken in count)
Visa refusal due to fraudulent or bogus documentation or misleading information provided by the student	No Refund  OC retains the right to refuse an application, withdraw an offer of admission or cancel admission without refund, where the applicant has provided incomplete, misleading, or fraudulent documentation. No refund will be given where a visa application is refused on the grounds of fraud, provision of incorrect, false, or misleading information, or where conditions described by the Department of Immigration and Border Protection have not been met.
Visa refused prior to commencement / Visa extension refused / Visa cancelled due to actions of the student	Full refund of tuition fees paid less 5 per cent of the total course fees received or \$500, whichever is the lesser amount.

(before course commences - off-shore students and on-shore students)	
Visa extension refused / Visa cancelled due to actions of the student (after course commences - on-shore students)	Refund on unused tuition fees & Non tuition Resource fees will be calculated as per refund amount calculator# and there will be no refund on any non-tuition fees paid
Withdrawal from the course before commencement due to not meeting the entry requirements	Full refund of the course fees paid less Enrolment/Application fee
Withdrawal at least 8 weeks prior to course commencement date (non-visa refusal)/ any other reason than mentioned in this table	Full refund of course fees less Enrolment / Application Fee)
Student withdraws from the course less than 8 weeks, but 4 weeks before course commencement (non-visa refusal)/ any other reason than mentioned in this table	60% of the tuition fees & Non tuition Resource fees paid refunded
Student withdraws from the course less than 4 weeks, but 2 weeks or more before course commencement (non-visa refusal)/ any other reason than mentioned in this table	40% of the tuition fees & Non tuition Resource fees paid refunded *For Graduate Diploma programs no refund will be made of any deposit paid where the amount paid is less than \$3,000
Student withdraws from the course less than 2 weeks before course commencement (non-visa refusal)/ any other reason than mentioned in this table	No refund of tuition fees & Non tuition Resource fees paid
Student withdraws from the course after the course commencement date (non-visa refusal)/ any other reason than mentioned in this table	No refund of tuition fees & Non tuition Resource fees paid
Residency status change from International to Permanent resident (Provide application along with proof of visa status changes with copies from passport)	Fee status will change from next study period (If status is changed after the start of any study period)
Airport pick-up	No refund
Home stay fees and accommodation booking fee	No refund
Student ID	No refund
Non-tuition material fees	No refund and students will keep the materials they have purchased as their own property except for if refunded under the applicable conditions of course fees refund mentioned above.
Non-Tuition Resources Fees	Resource fees are non-tuition fees that are a mandatory charge and are paid to OC. These fees are a fixed payment that are determined by each qualification. Resources fees are charged for items that you will use during your course, for example resource fees may

## International Student Refund Policy and Procedure

	include study materials, access to Learner Management System (learner Classroom), Student management system (Learners app) and the necessary building supplies and tools required for the delivery of course etc. Refundable as per the refund policy.
Non-tuition enrolment fees/Administration Fees	No refund
Interim Statement of Attainment	No refund
Reissue of Testamur/ Statements of attainment	No refund
Reassessment Fees	Student must withdraw 3 weeks before unit commencement date for 100% refund or no refund
Unit re-learning / re-enrolment application fee	Student must withdraw 2 weeks before unit commencement date for 100% refund or no refund
Recognition of Prior learning (RPL) Application Fee	No refund
Course Variation Fee	No refund
Late Payment Fees	No refund
Any Printing Charges	No refund
Certificate Postage Charges	No refund
Customised Training plan/ Timetable Fees	No refund
Change of course fee	No refund
Short Courses	A \$55 withdrawal non-refundable fee applies for short course withdrawals. Short courses valued under \$100 will only incur a \$20 non-refundable withdrawal fee. No refunds will be issued for withdrawals when less than five working days notice is given. If you fail to appear on the day of the course (at the start time) no refund will be issued. Refunds will not be issued once the course has begun.
RPL	Refunds will not be issued once the RPL Kits has started being assessed. Application fee non-refundable
RPL GAP Training fee	No Refund

Dishonor fee	No Refund
Hard Copy Credentials	No Refund
Student Residence Fee	No Refund

Refund Calculator (ESOS Calculation of refund specifications 2014) #

Source: [https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20\(2\).pdf](https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf)

Weekly Tuition Fees	(Total tuition fees for the course/ Number of calendar days in the course) X 7
Weeks in default period	Number of calendar days from the default day to the end of the period to which the payment relates divided by 7
Refund amount#	Weekly tuition fees X Weeks in default period
Course Fees	Sum of Tuition and Non-Tuition Fees except for Enrolment/Administration fees.
Provider default:	<p>In the unlikely event that the College is unable to deliver your course in full, you will be offered a refund of all the unused tuition fees paid to date. The refund will be paid within 14 working days of the day on which the course ceased being provided.</p> <p>Alternatively, you may be offered enrolment in a suitable alternative course by the College at no extra cost to you. Students have the right to choose whether they prefer a full refund of course fees, or to accept a place in another course.</p> <p>If you choose placement in another suitable course, we will ask you to sign a document to indicate that you accept the placement. If the College is unable to provide a refund or place you in an alternative course, your pre-paid tuition fees are protected through the Tuition Protection Service (TPS), which provides either an alternative course placement or a refund.</p>
Student default	If a student withdraws from a course or has their enrolment cancelled by the college (e.g. for not maintaining satisfactory course progress, breaching the OC Code of conduct, not paying fees, any other conditions as per the ESOS Act).
Duration of Courses:	All enrolments have a maximum duration, and students need to complete the course within the specified enrolment duration as mentioned in the Agreement. Students who do not complete all units within the maximum timeframe will receive a SOA listing the units they have completed at no additional cost. Students wishing to undertake units not completed in the course duration period will be required to pay the unit re-enrolment fee. Enrolment begins from the course commencement.

## 6. OSHC Refund Policy

Calculation of refund will be done as per the policy provider. If OC has organised the OSHC, we will refund the OSHC directly to the student under following conditions:

- Student request to cancel OSHC
- Student Visa Rejected
- Change of OSHC provider

Orange College reserves the right to withhold granting the Qualification or Statement of Attainment completed by the student if student tuition fees remain outstanding.

## 7. Discretionary Considerations

In exceptional circumstances, the Chief Executive Officer (CEO) may exercise discretion to grant a refund or course credit outside of the standard refund provisions, where the student can demonstrate that extenuating or significant personal circumstances contributed to their withdrawal. In such cases, students may be offered a full tuition fee credit toward another scheduled course in lieu of a refund. The CEO may also authorise a refund of tuition fees where warranted by the circumstances.

## 8. Application for Refund Form

If a student wishes to withdraw their enrolment, they are required to complete an Orange College [Application for Withdrawal](#) and refund through the [Refund Request Form](#).

Your application will be processed within 20 working days of the application being received.

- The application should be submitted to the College prior to course commencement (see Refund Conditions for details of expected refund amounts).
- If the organisation is unable to offer the course, the refund will be processed within 14 working days.
- If OC defaults, the student is covered by the provisions of the ESOS Act 2000 and the ESOS regulations 2001. Please note this before making payments to OC.

## 9. Provider Default - the Tuition Protection Service (TPS)

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees

In the unlikely event that the College is unable to deliver a course in full, students will be offered a refund of all course money paid to date. Alternatively, OC will offer students the opportunity to study in an alternative course at no extra cost. Students may choose preferred option.

Students will be required to sign an agreement outlining preferred options co-signed by the CEO.

Should students choose the refund option; the refund will be paid no later than 14 working days of the day on which the course ceased being provided.

If OC is unable to provide a refund or place the student in an alternative course our TPS will place the student in a suitable alternative course at no extra cost.

Finally, if the student cannot be placed in a suitable alternative course, the Secretary of the Tuition Protection Services will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Secretary of the Tuition Protection Services.

## 10. Student rights

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Agreeing to the Refund policy does not remove the right of the student to take further action under Australia's consumer protection laws or to pursue other legal remedies. Please see OC's Complaints /Appeals Policy available on the website [www.orange.edu.au](http://www.orange.edu.au)

The processes in OC's Complaints/ Appeals policy do not circumscribe the student's right to pursue other legal remedies.

## 11. Recipient of refund

OC will pay the refund to the person who enters into the International Enrolment & Acceptance Form with the Institute, unless the person gives a written direction to OC to pay the refund to someone else - (The legislation does not allow the refund to be paid to an agent.)

The refund will be paid in the same currency in which the fees were paid unless this is impractical.

The refund will be paid no later than 20 working days after it is lodged with Orange College.

## 12. Provision of refund information to students:

The refund policy will be given to students in their handbook prior to enrolment (signing of International Enrolment & Offer Acceptance Form) and made accessible on the OC website [www.orange.edu.au](http://www.orange.edu.au). It will also be explained at induction and orientation, so that it is clearly understood by overseas students.

Course deferment, suspension of studies, or cancellation (Procedure for application for deferment is available in the student handbook) and on the website [www.orange.edu.au](http://www.orange.edu.au).

OC reserves the right to amend its policies, procedures, and service arrangements where necessary to ensure compliance with legal or regulatory requirements, or to improve the delivery of education and training services. Students will be notified in writing of any changes to course delivery arrangements, fees, third-party arrangements, or policies that may affect their rights, enrolment, or course progression. Such notifications will be provided at least 30 days prior to changes taking effect. Students have the right to appeal any decision affecting their enrolment or services in accordance with the [OC Complaints and Appeals Policy](#).

## 13. Grounds for deferment / suspension / cancellation of enrolment:

OC may grant deferral of commencement of studies or suspension of studies for students who request such a change to their enrolment status on the grounds of compassionate or compelling circumstances. These include but are not limited to:

- 1) Serious illness or injury, where a medical certificate states that the student was unable to attend classes;
- 2) Bereavement of close family members such as parents or grandparents (where possible, a death certificate should be provided);
- 3) Major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies; or
- 4) A traumatic experience which could include:

- involvement in, or witnessing of a serious accident; or
  - witnessing or being the victim of a serious crime, and this has impacted on the student (these cases should be supported by police or psychologists' reports)
- 5) Where OC was unable to offer a pre-requisite unit; or
  - 6) Inability to begin studying on the course commencement date due to delay in receiving a student visa;
  - 7) Student failure to meet unit prerequisites;
  - 8) Unavailability of units/subjects;
  - 9) Non-payment of fees;
  - 10) Student behaviour;
  - 11) Marriage and marriage of a sibling.

## 14. Payment Details:

Orange College Bank Details:

Bank Name: ANZ

Name of Account: Orange College Pty Ltd

BSB: 013-304

Account Number: 641517122

Bank Swift code: ANZBAU3M

Students can also pay online using

<https://www.bpoint.com.au/payments/orangeinternationalclg> or Contact reception/student services or email [accounts@orange.edu.au](mailto:accounts@orange.edu.au) for further details. Please note that there is a surcharge as applicable by the bank/online payment platform on Debit/Credit Card Transactions

Students must email a copy of their receipt to OC with their full name and student ID when doing online transaction or bank transfer.

## 15. Refund Procedure:

The student is required to complete a Deferral, Suspension and Cancellation form and Refund Form:

- 1) To apply for the Deferral, Suspension and Cancellation and Refund students are required to fill up and submit a [Deferral, Suspension and Cancellation form](#) and [Refund Form](#).
- 2) The Student Services/Administration Officer advises the applicant that the turnaround time is a maximum of 20 working days. Where a chargeback claim for the direct debit funds is involved, refund may take up to 15 weeks.
- 3) The Administration Officer then takes the completed application to the CEO or an authorised delegate for review.
- 4) The CEO or an authorised delegate then reviews the application and checks it against the eligibility of the refund.
- 5) If the applicant is eligible for a refund, then a cheque is provided for the amount to be refunded.

- 6) The applicant then signs an acknowledgment for the amount that is received and is kept in their file.
- 7) If the applicant is not onshore, then the amount would be refunded to either the student / nominated person (on consent of the applicant) and a record of the same is kept.

Please contact OC for more information about refund and procedure:

#### ORANGE COLLEGE

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Phone: +61 3 9670 2985, +61 488 267 496

Email: [info@orange.edu.au](mailto:info@orange.edu.au)

Website: [www.orange.edu.au](http://www.orange.edu.au)

**Disclaimer:** This policy is for international students ONLY. For Smart and Skilled students, please refer to the [Smart and Skilled Fees, Charges and Refunds Policy](#).