Fees, Charges and Refund Policy & Procedure

1. Purpose

This document sets out Omni College's procedures for tuition fee deposits by international students studying or intending to study in Australia and their refunds.

2. Policy

Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements, Instrument 2025 Division 3 – Accountability, Clause 18: Prepaid fee protection measures states that Where an NVR registered training organisation or third party receives prepaid fees from or on behalf of an individual in excess of $1500 in relation to the same VET course (the threshold prepaid fee amount), the organisation must implement one or more of the arrangements set out in subsection (4).

Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000: Under the ESOS legislation providers cannot require students to pay more than 50 per cent of their tuition fees before they start the course. However, students, or the person responsible for paying the tuition fees, may choose to pay more than 50 per cent of their tuition fees before they start their course. An option to this effect has been included in the Enrolment form and Offer and Acceptance Agreement.

Omni College does not require the tuition fee to be collected more than 50% of the first course fee for international students, unless students undertake to pay in excess for their convenience

The 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 student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

Omni College reserves the right to amend this policy at any time; the amendments will be for the purpose of continuous improvement of Omni College operations and may affect the student in some way, shape or form.

This policy and the "written agreement" Letter of offer does not remove the right of a student to act under Australia Consumer Protection Law.

3. Scope

This policy applies to all international students enrolled at Omni College. This information may be found on the Omni College website, letter of offer, student handbook and enrolment form. For further information and enquiries may be sent to contact@omni.edu.au

4. Financial Procedures

4.1. Omni College has measures in place to ensure that students receive a 1500 of fees for services not provided. This includes services not provided due to the financial failure of the Provider.

4.2. Omni College has adopted a refund policy that is fair and equitable both to the student and Omni College.

4.3. Omni College will ensure that the contractual and financial relationship between the student and Omni College is full and properly documented, and that copies of the documentation are made available to the student. Documentation will include: the rights and responsibilities of the student, cost of training, payment arrangements, refund conditions and any matters that place obligations on the student.

5. Definitions

Please Note:

- Some of the above definitions are taken from the ESOS Act 2000. They are current at time of writing this document.
- Omni College must ensure that they review applicable legislation and regulatory requirements to maintain currency with requirements.

Confirmed place is contingent upon the student completing International Student Application Form, supplying requested documentation (must be certified copies of originals), acknowledging acceptance of offer, completion of and signing the student acceptance agreement for final approval and paying initial fees & subsequent fees as detailed in the student acceptance agreement and letter of offer.

Course Start Date means the student when is enrolled into a course. The commencement date of this course date as per his/her Letter of Offer. If deferred, the refund cancelation will be based on the course start date of his/her original Letter of Offer.

Default notification inclusions mean the notification will include the following details:

a) The circumstances of the default.
b) The details of the student(s) in relation to whom the provider has defaulted.
c) Advice as to:
   - whether the provider intends to discharge its obligations to those students under section 46D; and
   - (If appropriate) how the provider intends to discharge those obligations.
   - The provider must also notify, in writing, the secretary and TPS director of the default and the students in relation to whom the provider has defaulted.

This section continues to apply to a provider if the provider ceases to be a registered provider. (Reference: Section 46B)

Discharge of obligations outcome notifications means that the defaulting provider will notify the Secretary and the TPS Director (via PRISMS) **within 7 days** after the end of the provider obligation period (Reference: Section 46F). The notice must include the following:

a) whether the provider discharged its obligations to the students in accordance with section 46D.
b) if the provider arranged alternative courses:
   a. details of the students the provider arranged alternative courses for, and
   b. details of the courses arranged, and
   c. evidence of each student's acceptance of an offer of a place in an alternative course.
c) if the provider provided refunds:
   a. details of the students the provider provided refunds to
   b. details of the amounts of the refunds provided.

This section continues to apply to a provider if the provider ceases to be a registered provider.

Designated initial pre-paid fees account, this is the Deposit Account that we deposit all pre-paid tuition fees.

Discharge of obligations outcome notifications means that the defaulting provider will notify the Secretary and the TPS Director (via PRISMS) **within 7 days** after the end of the provider obligation period (Reference: Section 46F). The notice must include the following:

a) whether the provider discharged its obligations to the students in accordance with section 46D.
b) if the provider arranged alternative courses:
   a. details of the students the provider arranged alternative courses for; and
   b. details of the courses arranged; and
   c. evidence of each student's acceptance of an offer of a place in an alternative course.

c) if the provider provided refunds:
    a. details of the students the provider provided refunds to.
    b. details of the amounts of the refunds provided.

This section continues to apply to a provider if the provider ceases to be a registered provider.

eCoE means the electronic Confirmation of Enrolment. This is the only accepted evidence of enrolment for processing Australian student visa applications. The CoE is needed to apply for a student visa.

Letter of Offer means the document offering a place at Omni College and sets all the fees applicable to the stated course.

a) A student might be issued with a Letter of Offer with minimum entry requirements or terms and conditions.
b) The student needs to meet the terms and conditions/or minimum entry requirement stated of the Letter of Offer before commencing with Omni College.

No Refund means that the circumstances warrant that **no refund** will be paid to the student.

Non tuition fees, for a course, means an amount of money that:

a) a provider receives, directly or indirectly, from:
    a. an overseas student who is accepted for enrolment, or enrolled, in the course, or
    b. an intending overseas student who intends to become, or who has taken any steps towards becoming, accepted for enrolment, or enrolled, in the course, or
    c. another person who pays the amount on behalf of such an overseas student or intending overseas student; and
b) are not tuition fees.

Notification of provider default means that the registered provider must give notices in accordance with this section if the provider defaults in relation to one or more overseas students or intending overseas students and a course at a location. The provider must notify, in writing, the Secretary and the TPS Director (via PRISMS) of the default **within 3 business days of the default occurring**. (Reference: Section 46 of the Act)

Notification of student default means that the provider must notify in writing, the Secretary and the TPS Director (via PRISMS) of the default **within 5 business days of default occurring**. (Reference: to Section 47 of the Act). This section continues to apply to a provider if the provider ceases to be a registered provider.

Obligations on registered providers means where the provider has defaulted in relation to an overseas student or intending overseas student and a course at a location. The provider must discharge its obligations to the student, in accordance with Section 46D subsection (3), within the period (the provider obligation period) of **14 days after the default day**.

The provider discharges its obligations to the student if:

a) both of the following apply:
    a. the provider arranges for the student to be offered a place in a course in accordance with subsection (4) (at the providers expense)
    b. the student accepts the offer in writing, or
    c. the provider provides a refund in accordance with subsection (6) (unspent pre-paid fees).

OSHC means Overseas Student Health Cover**.**

Other fees mean any additional fees excluding Administration fee, Tuition fees. All fees will be detailed fully in the Letter of Offer.

Pre-paid fees mean tuition fees received by a registered provider in respect of an overseas student or intending overseas student, in relation to a study period for a course to be provided by the provider before the student begins the study period.

Refund means the refund payable to the student, which depends on the circumstances.

Study period means the study period for the course set out in our written agreement. The written agreement may also detail the holiday period which is not included in the study period.

Sufficient funds always mean that we will ensure there are sufficient funds in the pre-paid account to repay all tuition fees of non-commenced students.

Tuition fees include fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the student's course (whether mandatory or not) or are intended to assist the student to progress in their course or are ancillary to the activities that form part of the student's course listed previously.

a) means fees a provider receives, directly or indirectly, from:
   - an overseas student or intending overseas student; or
   - another person who pays the fees on behalf of an overseas student or intending overseas student: that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student; and that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student, and

b) includes any classes of fees prescribed by the regulations for the purposes of this paragraph; and

c) excludes any classes of fees prescribed by the regulations for the purposes of this paragraph.

Non-tuition fees: For the purposes of paragraph (c) of the definition of tuition fees in section 7 of the Act, the class is prescribed if the fees are for:

a) learning resources
b) health insurance, or
c) administration, or
d) accommodation (other than accommodation that the student occupies for a short time while undertaking training, excursions, fieldwork, or practical experience to which paragraph (2)(a) applies), or
e) assisting the student to apply for or hold a student visa.

Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose Providers are unable to fully deliver their course of study. In the case of provider or student default, and in the unlikely event that we are unable to discharge our obligations to those students affected by the end of the provider obligation period, the Secretary and TPS Director will be contacted in writing. The TPS Director must provide the student with options for suitable alternative courses (if any such courses are available) or provide a refund for unexpended tuition fees – the TPS director will use a legislative instrument to calculate the unspent portion of pre-paid fees.

Unexpended tuition fees where the Provider has defaulted, means the tuition fees for a study period that has been paid for but not delivered by the Provider.

Written agreement means that the provider must enter into a written agreement with each overseas student or intending overseas student that:

a) sets out the refund requirements that apply if the student defaults in relation to a course at a location

b) meets the requirements (if any) set out in the national code. (Reference: Section 47B).

6. Fees

6.1. Fees may include tuition fee, non-refundable enrolment fee, material fee, learning resources, Health Cover (for international students), and any other charges such as re-issuance of qualification certificates / statements of attainment.

6.2. Tuition fees do not include the Overseas Student Health Cover (OSHC), enrolment fee, learning resources.

6.3. All relevant fees are clearly mentioned in International Student Application Form, Letter of Offer and Acceptance Agreement for International Students.

6.4. Prior to a student enrolling, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course. The new fees will apply to all New Enrolments/ Re-enrolments payments due from the published effective date.

6.5. Students need to pay for other fees and charges for Airport Pick-up, Re-assessment Fee, Charge for Lost ID Card, Charge for Lost Certificate (Qualification Certificate and Record of Results/ Statement of Attainment) etc.

6.6. Overseas Student Health Cover [OSHC]: Overseas Student Health Cover Single/Family - Omni College coordinates with a recognized provider of OSHC

6.7. Other fees at Omni College (all prices in AUD):

Item Details	Fee
Enrolment Fee (Non-Refundable)	$ 300
Re-Enrolment Fees (after cancellation of enrolment)	$ 300
Re-Enrolment of Unit	$ 300 Per Unit
Unit re-assessment for Theoretical units	$ 250
Unit re-assessment due to plagiarism or other form of student misconduct.	$ 300
RPL	$ 300 per Unit
English Placement Test	$ 20 per test
Printing costs	$ .12 per sheet (12 cents)
Administration Fee – Changes to enrolment agreement (Change of CoE) For instance; Deferral of Enrolment, withdrawal, suspension	$ 300
Re-issuing of Student ID	$ 20
Re-issue of an Academic Transcript, Certificate, Diploma	$ 50
OSHC Single/Family	Will vary depending on the provider and at the time of application Charges
Late Fee Payment	$ 50 per week
Bank charges for international transactions	$ 30 shall be applied for all International Bank Transfers.
Airport Pick-up (if requested)	$ 150

*Subject to credit card provider and bank.

Materials Fee is not refundable if the student cancels the enrolment less than 28 days before course commencement.

6.8. **Tuition Fees**

a) Omni College does not collect tuition fees exceeding 50% of the total tuition fees of each course upfront (if the course duration is more than 25 weeks) unless student has given permission to do so. Short courses with a duration of 25 weeks or less are not subject to the 50 per cent limit. Although Omni College is not required to collect full payment (100%) of tuition fees from the paying student, this may take place if the student requires Omni College to do so.

b) All students enrolled into a course who only pay 50 percent or lesser tuition fee upfront by mutual agreement, are liable for payment of the reminder of the course fee once they commence the course. If students withdraw and where refunds are not due and where balance of the course fee is owed to Omni College, students are required to remit the reminder of the course fee owed. Recovery of monies due to Omni College, will be initiated and if students fail to remit the reminder of the course fee, services of debt collectors will be enlisted for recovery of outstanding dues.

c) Fees to be paid will be set out and agreed to by each student in their written agreement with the provider. Omni College will facilitate a payment plan with students for ease of payments, setting out when any remaining fees are due to be paid once the student starts their course and this will be mutually agreed upon and a payment plan signed by the student. **This is not to be construed as 'No Fees due', past a payment date under the instalment plan, if the student were to withdraw at any time after starting the course and where only a part payment for the course has been made.** Services of debt collectors may be used by Omni College at its discretion to recover amount due from students that owe monies to Omni College. The Institute reserves the right to engage any third party to recover any outstanding fees payable to the Institute. The cost to the Institute of engaging a third party to recover such outstanding fees will be charged to the student.

d) Invoiced tuition fees must be paid to Omni College and proof of payment must be confirmed before a Confirmation of Enrolment can be issued.

e) Omni College is entitled to accept all tuition payments. However, should the intake re-enrolling/continuing students must pay the full amount of all invoiced tuition fees in cleared funds prior to reissuing CoE. New students must pay the full amount of all invoiced tuition fees in cleared funds prior to issuing CoE.

f) After issuance of an original Academic Transcript or Statement of Attainment on completion of a program or part thereof, any requests for reissue of Qualification, Academic Transcript or Statement of Attainment will incur additional charges.

6.9. **Process for Paying Fees**

a) The signed student acceptance agreement with associated documentation must be submitted to Omni College with the payment of enrolment fee and other agreed initial payment for issue of CoE(s).

b) eCoE will be provided once the student acceptance agreement has been completed in full and signed dated by student, initial payment (amount as stated on Letter of Offer) is settled in full and required document(s) is submitted.

c) Students must hold Overseas Health Cover (OSHC) prior to arrival in Australia. The student must make payment for OSHC prior to the issuance of the CoE, if the OSHC arrangement is made by Omni College.

d) If a course duration is for a period of 25 weeks or less, the tuition fees will be charged in full.

e) Omni College will not accept pre-paid tuition fees from any prospective student until a Student Acceptance Agreement has been signed.

f) Student pre-paid tuition fees must be received before student commences the course.

g) Invoice(s) provided to students will clearly detail the due dates for payment of tuition fees.

h) Students may approach Omni College if they need to arrange alternative payment structure. A payment plan may be warranted with several progressive payments.

7. Deferring Commencement

a) Where an applicant elects to defer commencement of a Omni College program for which an Letter of Offer has been accepted (by payment of course fees), any tuition fees or deposits paid will be held for up to 6 months from the original commencement date, to be applied to the new commencement date, on the condition that the written application to defer commencement has been received from the applicant by Omni College **not less than 28 days prior to the original commencement date.**

b) Every reasonable effort will be made to accommodate the applicant in a later course intake as per his or her choice. If the fee for the course to be attended is greater than that of the course originally selected, the applicant shall pay the balance in cleared funds to Omni College within a designated time frame.

c) **Once the 6-month period after deferral lapses the applicant would be required to re-apply to Omni College**.

d) **Student is entitled to deferral only once (1 term equalling to 3 months).** In the circumstance where a student elects to defer commencement more than once (for a valid reasonable reason), administrative charges (as mentioned in 6.7) may be charged.

e) Where a student has packaged their enrolment with English at other providers/Omni College, the deferral will be reviewed and will be subject to valid reason for further deferral.

f) **For a student who defers a course and then withdraw from the deferred course, the original Course Start Date before deferral(s) will be used as the Course Start Date for his/her refund calculation.**

Note: Suspension of Course

The student must pay outstanding fees (till date the suspension commences) prior to applying for application of suspension. Additionally, the student must pay the tuition fees during the period of suspension in advance. Once, the payments are made, then the application of suspension will be processed for further action.

8. Provider Default

8.1. Provider Default (International Students): This occurs when, a registered provider has defaulted in relation to an overseas student or intending overseas student and a course at a location if either of the following has occurred:

a) the provider fails to start to provide the course to the student at the location on the agreed starting day

b) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and the student has not withdrawn before the default day. (Reference: Provider default Section 46A)

c) To avoid doubt, a registered provider defaults if the provider is prevented from providing a course at a location because a sanction has been imposed on the provider under Part 6

d) A registered provider does not default, in relation to an overseas student or intending overseas student and a course at a location, if the provider fails to start to provide the course, or the course ceases to be provided, to the student because the student defaults in relation to the course under paragraph 47A(1)(c).

8.2. When the above happens:

a) Omni College will notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. Omni College will also notify students in relation to whom Omni College has defaulted.

b) Omni College has 14 days after the day of the default (the provider obligation period) to satisfy Omni College tuition protection obligations to the student as set out in the section

c) Should the above arrangement not be suitable to the student, Omni College will arrange for its TPS process to promptly offer affected students a place in a suitable alternative course(s). The student's acceptance of the alternative course offer in writing will relieve Omni College

from its obligation to refund all course money to the student. Percentage of fees, for training left to achieve will be refunded to the student.

d) Omni College has 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of Omni College obligations.

e) Additional information regarding TPS process is available on Omni College web site and TPS (https://tps.gov.au/Home/NotLoggedIn) web site or by contacting Omni College. The exception to the rule is detailed in ESOS Act Section 47A (1)(c).

8.3. In the case of Provider Default, if student selects to receive the refund of unexpended tuition fees, the calculation of refund will be performed under section 7 of the Education Services for Overseas Students (ESOS) Act Specification 2014.

a) Weekly tuition fee = (total tuition fee for the course/ number of calendar days in the course) x 7, rounded up to the nearest whole dollar.

b) Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates/7

c) Refund amount = weekly tuition fee x weeks in default period.

9. Student Default

9.1. Student Default occurs when the overseas student or intending overseas student has defaulted in relation to a course at a location if:

a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn), or

b) the student withdraws from the course at the location (either before or after the agreed starting day), or

c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:

- the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, to undertake the course.
- the student breached a condition of his or her student visa.
- misbehaviour by the student.
- the student fails to comply with the terms and conditions of the enrolment and the enrolment is cancelled by Omni College.
- the student has not met the minimum requirements to commence subsequent courses.

(Reference: Student default Section 47A). For an exception to paragraph (a), see ESOS Act Section 47A (2) For an exception to subparagraph (c)(iii), see ESOS Act Section 47A (3).

9.2. A student also defaults if they have been **refused a student visa Section 47 D (5) (b)**; and the refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:

a) the student's failure to start the course at the location on the agreed starting day

b) the students' withdrawal from the course at that location

c) the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, to undertake the course at that location. (Reference: ESOS Act Section 47D (5)

Note: a student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

9.3. Students are also deemed as defaulted in the case of visa refusal, due to misleading or fraudulent documents. this is not part of the written agreement and therefore cannot be covered by section 47D of the ESOS Act, the section of the ESOS Act in this regard is section 47E.

10. Refunds

10.1. The following are the guiding principles for approving and making refunds:

a) The student or prospective student has been/will be provided a copy of the fees, charges and refund policy and acknowledges and agrees to the terms and conditions of the fees, charges, and refund policy on signing the student acceptance agreement (Reference: Letter of Offer and acceptance agreement).

b) Requests for refund must be made in writing using the applicable form - the Withdraw/Refund Application Form.

c) The application for refund will be reviewed by the RTO Manager as delegated and if warranted will be authorized for payment.

d) Omni College will notify the Secretary via PRISMS of any students that complete their course early, transfer to another provider, defer or are suspended or have their enrolment cancelled or change the expected completion date of study.

e) Omni College will provide a refund of the amount (if any) required by the student acceptance agreement entered with the students under section 47B. (Reference: Student default ESOS Act Section 47D (2))

f) The format to be used to work out the amount of unexpended (not spent) pre-paid fees in this case is in accordance with the legislative instrument under subsection 47E (4).

Reason for Refund	Refund	Documents Submission
Student's application for a student visa unsuccessful (Initial visa refusal), Prior to the commencement of the course	Total course fee* minus the **lesser** of: (i) 5% of the amount of course fees received by the provider or (ii) $500 Whichever is lower. *Course fees = tuition fees + non-tuition fees received by the provider in respect of the student **Enrolment Fee of $300 is non-refundable**.	Refund Request Proof of Visa refusal
Student's application for a student visa unsuccessful after commencing the course (such as those applying on shore)	Unspent portion of the Fees: • refund amount = weekly tuition fees x weeks in default period • No refund is payable for non-tuition fees. If in case the student has not pre-paid for the Units of competency already completed, the student must pay unpaid tuition fee.	Refund Request Proof of Visa refusal
A student whose visa is cancelled during a study period OR the student defaults or withdraws from course during visa processing but already commenced his/her course (Student default).	No refund including future courses	Proof of Visa cancellation or student visa breach.
Withdrawal more than 4 weeks prior to commence of studies at Omni College. This is not applicable for continuing courses.	Full refund, less A$300 Enrolment Fee	Withdrawal request Refund Request

Less than 4 weeks from the commencement of the course	No refund including future courses	
Cancellation due non commencement	No refund including future courses	
Omni College withdraws offer, fails to provide program offered or terminates course Before Semester commences	Full refund	
Omni College fails to provide program after term commences	Refund amount = weekly tuition fee* × weeks in default**period	
Visa refusal due to misleading or fraudulent documents, and the information provided on application to Omni College is different	No refund including future courses	
Omni College has withdrawn its offer to applicant or cancels enrolment, where it was found that false or misleading or incorrect or incomplete information has been provided on application	No refund including future courses	
Transfer to another provider, prior to 6 months of the principal course, even if Omni College has approved the transfer/release.	No refund including future courses.	
If Omni College cancelled a student's enrolment due to student breaching the course progress requirements or other visa conditions such as non-payment of tuition fee.	No refund including future courses	
If a student is granted a deferral or temporary suspension of studies after the agreed start date of a "package of courses" OMNI COLLEGE will hold all fees paid in advance for the period of the suspension/deferral. If the student does not return or commence on the agreed date without the approval of OMNI COLLEGE, the student is deemed to have inactively withdrawn, and their enrolment will be cancelled.	No refund including future courses.	

10.2. **Special Circumstances**

Refund Policy Special Conditions: At the discretion of the CEO, Omni College reserves the right, should circumstances arise, to increase the amount of refund due and / or waive the conditions after consideration of the requirements of those students who are forced to withdraw for reasons of a compassionate and compelling circumstances, which are deemed to be reasonable and genuine such as:

a) There is a death of a close family member of the student. To be considered, the death must be either, a parent, a grandparent, a sibling, a spouse or their child and the student must not have commenced the course. (Documentation is required to validate claim)

b) Prior to course commencement, there is a major political upheaval or natural disaster in home country (this request for refund will be reviewed and considered by the RTO Manager, it is Chief Executive Officer's discretion whether to approve this request. (Documentation is required to validate claim)

Overseas Student Health Cover (OSHC): Where a student has had a visa refusal, the student is required to contact the Insurance Health provider to discuss refund of OSHC.

10.3. **Non-Refundable Items**

In the following cases, there will be **no refunds**:

a) No refund will be made, **and the full course fee is payable where a student fails to complete, withdraws from, or does not commence an Omni College program** (where they have not formally withdrawn), including where:

b) such failure to complete, withdrawal or non-commencement results from changes to student's visa status, or

c) failure to make payment within 20 working days of 'intention to report for non-payment of fees' letter, and subsequently the CoE is cancelled subject to any outcome from complaints and appeals, or

d) misbehaviour by the student.

10.4. **Applying for a Refund**

Step 1: Complete the withdrawal/refund request form*

This form can be accessed from Omni College website at Home - Omni College.

Step 2: Complete and email the refund request form with supporting documents to contact@omni.edu.au

Step 3: The withdrawal/Refund application will be acknowledged by our Student Support Team in 5 business days. This time duration might be longer during peak seasons.

Step 4: Once the withdrawal/Refund application finalised, our Finance Department Team will contact you via your registered email address.

10.5. **How and when a Refund will be paid**

a) A refund will only be paid where a withdrawal/refund application form has been completed and processed in favour of the student. This form MUST be filled, signed, and dated by a student in person. Supporting evidence must be provided to validate the withdraw/refund request.

b) All sections of the refund application form must be completed by the student and signed and dated, associated documentation is required to facilitate approval for refund.

c) Refunds will be made to the student's nominated bank account indicated on his/her valid withdrawal/refund application. No refund will be paid to a third party unless it is indicated at the time the withdrawal/refund application is lodged. However, if a student paid his/her fee through credit card, the eligible refund will be paid back to that credit card.

d) The signature of student will be matched to student's signature on file and if different, the refund will not be processed.

e) Should the form and associated documentation be incomplete this may delay the processing of claim for refund.

f) Once the completed refund claim form is received, it will be assessed and the refunds due to the student will be paid within 4 weeks (28 days) of receiving completed written application on the appropriate form with associated documentation.

g) All refunds will be made in Australian Currency only. Bank charges for refund will be deducted from the refund amount. Omni College is not responsible for any transaction loss because of currency exchange fluctuations, delays, or loss of refund in transit (due to incorrect bank detail provided by a student.

h) If a student is dissatisfied with Omni College's decision in relation to their refund request the student may lodge an appeal under Omni College's Complaints and Appeals Policy and Procedure.

NOTE:
A student may elect to have any unexpended pre-paid tuition fee transferred to an alternative Omni College program if he/she has an approved application for the alternative Omni College program. However, the transfer request must be lodged within the stipulated timelines from the course start date of enrolled course. And this transfer of fees is non-refundable and cannot be transferred again to another alternative Omni College program.

11. Reporting Procedures

Reporting for Tuition Protection Service (TPS) Framework			
Action	**To Whom**	**By Whom**	**When**
Additions and deletions of courses and qualifications from the College's scope of registration	Notify the TPS by way of changes to Scope through ASQAnet for PRISMS and CRICOS register.	RTO Manager	When it occurs
Variations in fees and length of courses and qualifications	Notify the TPS by way of changes to Scope through ASQAnet for PRISMS and CRICOS register.	Administration Officer	When it occurs
Omni College pays the annual TPS Levy when it is due.	TPS Director	CEO	Mid May of every year
Omni College Default	TPS & students in relation to whom it has defaulted. The notices must be in writing and meet the requirements of section 46B.	RTO Manager /CEO	• 3 business days. • Omni College has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student. • Omni College has 7 days after the end of its obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F. • If Omni College does not meet its obligations, affected students may be assisted by the TPS Director.

Student Default, The student default is confirmed after internal or external complaints and appeals process is completed.	TPS through PRISMS.	RTO Manager /CEO	• 5 Business Days. The notice must be in writing and comply with the requirements of section 47C. • provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation. • pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation. • 7 days after the end of your obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 47H.

12. Student Privacy

12.1. Access to personal information about the student may be shared between Omni College and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a visa condition.

12.2. It is a condition of enrolment at Omni College that the student agrees for Omni College to obtain a credit report from a credit reporting agency which may contain personal credit information about the student in relation to credit provided by Omni College in order to:

a) assess an application by the student; and/or
b) notify other credit providers or training institutions of a default by the student; and/or
c) exchange information with other credit providers as to the status of the student's credit account, where the student is in default with other credit providers; and/or
d) assess the credit worthiness of the student.

12.3. It is a condition of enrolment that the student consents to Omni College obtaining a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

12.4. It is a condition of enrolment that personal credit information obtained may be used and retained by Omni College for the following purposes and for other purposes as shall be agreed between the student and Omni College or required by law from time to time:

a) to obtain a consumer credit report about the student; and/or
b) to allow the credit reporting agency to create or maintain a credit information file containing information about the student
c) analysing, verifying and/or checking the student's credit, payment and/or status in the continuing relationship between the student and Omni College; and/or

d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the student; and/or
e) enabling the daily operation of the student's account; and/or
f) the collection of amounts outstanding on the student's account in relation to the services.

13. References

1. Division 3, Clause 18 of Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025
2. Standards 2 and 3 of National Code 2018
3. ESOS Act 2000 - Explanatory Statement - Education Services for Overseas Students
4. For Calculation of Refund - Specifications 2014, ESOS Regulations 2019; Section 46 and 47 of ESOS Act Tuition Protection Service.