



Overseas Students Ombudsman

Student eNews



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Welcome



Welcome to the second edition of the Overseas Students Ombudsman student e-news. In the first edition we explained how to avoid problems with your education provider and how to make a complaint if you need to.

In this edition we explore:

- the "Racism: It Stops With Me" campaign
- transfers from one provider to another
- what should be in your written agreement
- when you might be entitled to a refund

We have also included some examples of how we have helped other students with these issues.

Last year we signed up to the **Racism: It Stops With Me** campaign run by the Australian Human Rights Commission. Read on to find out more about the campaign.

We hope you enjoy this edition of the student e-news.

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'Racism: It stops with me' campaign

RACISM. IT STOPS WITH ME

The Ombudsman has signed up to the Australian Human Rights Commission's anti-racism campaign, 'Racism: It Stops with Me'. The campaign, launched last year, invites all Australians to reflect on what they can do to stop racism wherever it happens. Individuals and organisations can sign up online to support the campaign.

Organisations that sign up to the campaign are committed to promoting the campaign, and to taking action to stop racism.

The Overseas Students Ombudsman is taking action to stop racism by promoting respect for cultural diversity by our staff through cross cultural awareness training, working with interpreters training, and a morning tea to celebrate cultural diversity.

To find out more about the campaign and to see the list of organisations that support it, visit the "[Racism. It stops with me](#)" website.

Written agreements

What should be in my written agreement?

Before you enrol with an education provider you must sign a written agreement with your provider.

Sometimes the written agreement is called a 'letter of offer' or an 'enrolment agreement'.

Education providers are not allowed to enrol overseas students without that written agreement.

A written agreement must:

- identify the course the student is enrolling in

- set out the length of each study period (no longer than 24 weeks)
- itemise the course money payable by the student
- set out the provider's refund policy
- explain what will happen if the provider does not deliver the course
- state that the agreement does not remove the student's right to take action under Australian consumer protection laws

It is very important to read the written agreement carefully and make sure that you understand the terms and conditions of the agreement. It is especially important to read information about payment of fees and refunds before you sign the agreement, so that you understand if the provider is likely to pursue you for any unpaid fees or charge a cancellation fee for withdrawing from the course.

If you do not have your written agreement, ask your provider for a copy.

Transferring between education providers

Students often contact us because they want to transfer from one provider to another. Students who want to change their provider before completing the first 6 months of their principle course need a release letter from their original provider before they can enrol with a new provider.

Education providers generally should give students release letters unless the transfer would be to the student's detriment. Providers must have a policy setting out when they consider a transfer would be detrimental. This might include things such as:

- a transfer into a course that the student does not have the skills to complete
- a transfer that would jeopardise the student's progression through a package of courses
- a transfer that would mean the student is in breach of their visa conditions

When deciding if a transfer would be detrimental, the education provider should also consider:

- has the student had access to the full range of the provider's student support services
- which course better meets the student's study capabilities

- which course better meets the student's long term, personal and professional goals

The provider's transfer policy can also let the provider refuse to release a student if:

- the student is trying to avoid being reported to the Department of Immigration and Border Protection (DIBP) for failure to meet the provider's attendance or academic progress requirements
- the student owes money to the provider

A provider can only refuse to provide a release letter because the student owes money if this is actually included in the provider's transfer policy.

Before you apply for a release letter, it is a good idea to:

- read the provider's transfer policy
- read your written agreement, especially the refund policy
- check whether you are likely to get a refund of prepaid fees from your provider
- check whether you will have to pay a cancellation fee for withdrawing from your current provider
- find out whether the transfer is likely to affect your student visa

You can read more about the effect of changing courses on your student visa on the [Department of Immigration and Border Protection's](#) website.

If your provider refuses to give you a release letter, you can appeal through your provider's internal complaints and appeals process. If your appeal is unsuccessful, you can complain to the Overseas Students Ombudsman.

A Common Mistake Students Make

I have a release letter, so I don't have to pay my fees

Students sometime think that because their provider has given them a release letter, they are automatically entitled to a refund of pre-paid fees, or won't have to pay any cancellation fees. This may be wrong.

In order to transfer to another provider, students have to withdraw from their current course. Whether a student is entitled to a refund, or will have to pay a cancellation fee, will depend on the terms of their written agreement about student withdrawals.

Written agreements must include a refund policy. Refund policies usually require students to give a certain amount of notice that they intend to withdraw from the course, in order to get a refund. The written agreement may also say that students have to pay a cancellation fee if they do not give enough notice.

If you withdraw from a course so that you can transfer to another provider without giving the required notice, then the refund policy, and any cancellation fee, will apply in your case.

This may mean that you will not get a refund, or will owe the cancellation fee, to your provider - even if your provider gives you the release letter. So, before you ask to withdraw from your course or transfer to another provider, **read your written agreement carefully** to find out if you will get a refund, or owe a cancellation fee.

If your provider won't give you a refund, or says you have to pay a cancellation fee, and you think this is wrong, tell your provider. If you have complained to your provider and you are not happy with the outcome, you can complain to the Overseas Students Ombudsman.

You can also seek legal advice about the matter.

Students we have helped

Here are some examples of students we have helped

Transferring to another provider

Ms A's transfer request was refused because her provider decided that the transfer would be to her detriment. Ms A was not progressing well in her course, and the provider thought that she was trying to avoid being reported to the Department of Immigration and Border Protection. However the provider could not give us any evidence to show that it had sent the required warning notices to Ms A about her attendance or course progress. Because the provider had not followed the right procedures, we recommended that it release Ms A, which it did.

Refund of tuition fees

Mr B complained that his provider had failed to pay him a refund. When we investigated, we worked out that Mr B had not applied for a refund in the right way. We sent him a copy of the correct form so that he could apply properly for the refund, and told him to come back to us if the provider still refused to pay.

Ms C originally enrolled with one provider (provider A), but then changed her mind and enrolled with another provider (provider B) before the course started. She pre-paid her course fees to provider B, but then she received a bill from provider A for the course fees for her original course. Ms C asked provider A to give her a release letter, but provider A refused. Ms C then decided to withdraw from provider B, and asked it for a refund. Provider B refused to give her a refund, so she complained to the Overseas Students Ombudsman. When we investigated, we identified that provider B had enrolled Ms C without seeing a release letter from provider A. This was a mistake. Provider B should not have enrolled Ms C, and accepted money from her, without that release letter. We therefore recommended that provider B refund the money it had incorrectly accepted from Ms C, which it did.

Appeals and Complaint processing:

Mr D was studying in Australia but had to return home unexpectedly when his father died. He asked his provider if he could defer his studies until the following semester. His provider told Mr D that he had passed the cut-off date for a refund, and he could not defer his studies. The provider then cancelled Mr D's enrolment because he did not come back to study. Mr D appealed against the cancellation decision using his provider's internal complaints and appeals process. His provider told him that he could not use the internal complaints and appeals process because he wasn't a student anymore. Mr D then complained to us. When we investigated, we found that the provider had not properly considered Mr D's request for a deferral. It had ignored its own deferral policy. We recommended that the provider re-enrol Mr D, and talk to him about his options for continuing his studies. The provider accepted our recommendations. It re-enrolled Mr D and credited the fees he had paid earlier to the new semester.