



RTO Code: CRICOS Code:

National Code 2018

Standard 3 – Refund Policy

1 SCOPE

This policy covers the refunds process for all fees payable for training services provided within the Academy's scope of registration, in accordance with ESOS Act and the National Code.

2 PURPOSE

To provide for appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refunds process will allow students the option to disengage from training in a way a negative impact may be negated or reduced, depending upon notification time frame.

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.

Details concerning the scope of Award Academy Australia's (the Academy) Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

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.

3 POLICY STATEMENT

Details concerning the scope of the Academy's Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

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.

4 GENERAL RULES

- 4.1 The refund process reflects the commitment by the Academy to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- 4.2 The date the written notice is received by the Academy is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- 4.3 Refunds must be requested in writing to the Administration Manager of the Academy. Verbal notification to the Academy staff or agents is not valid.
- 4.4 Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature as shown on other documents provided by the student for admission to the Academy.
- 4.5 The Administration Manager of the Academy will process refund requests and if approved, arrange payment within 28 days.
- 4.6 Refunds will be paid in Australian Dollars into the nominated bank account.
- 4.7 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by the Academy until the course start date.
- 4.8 All requests for refund will be processed on an individual basis, taking into account the impact on follow on units /modules if applicable.

- 4.9 The term “commencement” in this policy refers to the first day of the first program attended by the student.
- 4.10 Issues about payment are to be handled at the first available opportunity and directed to the Compliance Manager of the Academy. All Refund Requests and issued refunds are to be logged in the Refund Log.
- 4.11 In the event of visa refusal, the application/enrolment fee is not refundable. Refund on visa rejection will require a copy of notification from the Australian High Commission. Airport pick up fee is refundable if a visa is refused.
- 4.12 Tuition fees and Overseas Student Health Cover (OSHC) are refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course, the Academy if advised of the cancellation 28 days or more before course starts and prior to entering into Australia.
- 4.13 Student enrolled in packaged courses do NOT qualify for a refund once they commence their studies in Australia.
- 4.14 If the student has given misleading information to an the Academy approved agent, the Academy and/or any Commonwealth Agencies of Australia, no refund will be given.
- 4.15 All refunds will be payable in the same currency in which fees were paid. the Academy will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- 4.16 No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- 4.17 the Academy calculates refunds based on a SEMESTER fee (20 weeks study period plus 6 week holidays = 26 weeks).
- 4.18 the Academy will give the student a refund statement that explains how the amount has been worked out.
- 4.19 In case of a cancellation by the student or the Academy , any outstanding fees to the Academy become due with 7 (seven) days.
- 4.20 Any costs incurred by the Academy to recuperate outstanding fees will be charged to the student.
- 4.21 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 4.22 the Academy will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 4.23 Provide the student in writing the resulting decision of the Academy’s management.
- 4.24 Advise the student of their right to appeal the decision of the Academy management.
- 4.25 The refund policy is subject to review at least once per year
- 4.26 Refunds will only be paid to the student or legal guardian of a student under 18. If a student has paid the fees to their agent, the Academy will recover the paid fees and return to student.

4.27 the Academy only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the RTO. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

Refunds resulting from the Academy Default

In the unlikely event of the Academy default, within 14 days of the default, the Academy will:

- Either offer the student an alternative place at the Academy's expense, that is accepted in writing;
OR
- Refund the student the unused portion of the prepaid fees.

If the Academy is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

TABLE OF REFUNDS

Type	Timeframe	Amount Refunded	Documents
VISA Refusal	Offshore	All FEES minus the NON REFUNDABLE application/enrolment fee of AUD \$200.00 for Diploma or \$250 for ELICOS	Refund Request Form Proof of VISA Refusal
VISA Renewal Refusal	After the course has commenced	Student is required to pay for the UOC/S completed on a pro-rata basis and refund processing fee applies	Refund Request Proof of VISA Refusal
VISA Removal for breach of conditions	At any time	Nil	Refund Request Proof of VISA Refusal
Withdrawal, Transfer or Enrolment Cancellation	Greater than 28 days before commencement of the course	All fees minus the non-refundable application/enrolment fee of AUD \$200.00 minus Agent Commissions Paid.	Refund Request Form Letter of Offer WC Form
	Less than 28 days before commencement of the course	50% of Course fee. minus application/enrolment fee of AUD \$200.00, minus any Agent Commissions Paid	Refund Request Form Letter of Offer WC Form
	After the course has commenced	Nil	Nil
Default by the Academy	At any time	Full Refund	Nil

5 RESPONSIBILITIES

The CEO of the Academy is responsible for ensuring compliance with this policy. Administration Manager of the Academy will process refund requests, if approved, AND arrange refund payment within 28 days.

The Academy's Access & Equity Policy applies. (See Access & Equity Policy)

All documentation from refund processes are maintained in accordance with Records Management Policy. (See Records Management Policy)

All Refund practices are monitored by the CEO of the Academy and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

Role within RTO	Area of responsibility
CEO	Approval Authority
CEO	Development/Review
CEO	Monitoring and Evaluation
CEO	Compliance
CEO	Implementation

6 RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards
- Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3 and standard 7 clause 7.2
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

7 RELATED POLICIES, PROCEDURES AND DOCUMENTS

- Fees and Charges Policy
- Deferral Suspension Withdrawal or Cancellation Policy
- Complaints & Appeals Policy
- Complaints & Appeals Procedure
- Academic Misconduct and Cancellation Form

STANDARD 3

Formalisation of enrolment and written agreements

- 3.1 The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.
- 3.2 If the overseas student or intending overseas student is under 18 years of age, the written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.
- 3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:
 - 3.3.1 outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
 - 3.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements
 - 3.3.3 list any conditions imposed on the student's enrolment
 - 3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
 - 3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
 - 3.3.6 set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the *Privacy Act 1988*
 - 3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
 - 3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
 - 3.3.9 only use links to provide supplementary material.
- 3.4 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:

- 3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
 - 3.4.2 processes for claiming a refund
 - 3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
 - 3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
 - 3.4.5 a statement that “This 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”.
- 3.5 The registered provider must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the registered provider of his or her contact details including:
- 3.5.1 the student’s current residential address, mobile number (if any) and email address (if any)
 - 3.5.2 who to contact in emergency situations
 - 3.5.3 any changes to those details, within 7 days of the change.
- 3.6 The registered provider must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.