

Fee Refund Policy

Version 2.2



Contents

Version Control	2
Purpose	2
Scope	2
Policy and Procedure	2
Related Documents	5
Related Standards	5
Fee Refund Schedule A	5
Review History	7



STATUS, DETAILS AND SUMMARY OF CHANGES

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VERSION CONTROL AND SUMMARY OF CHANGES

Version	Date	Description of Changes
1.0	01.06.2022	Introduction of the policy
2.0	01.06.2023	New version highlighting precise guidance on attendance and progress monitoring procedures along with legislative and regulatory references
2.1	04.10.2023	Update the face of the policy and procedure document and update the scope.
2.2	05.08.2024	Updated the Footer.

Purpose

Student fee refunds for International students are administered under the Apsley College Refund Policy and the legislative guidelines of The Education Services for Overseas Students (ESOS) Act 2000, TPS and associated legislation. This is the legal framework governing the responsibility of education institutions for overseas students.

Scope

This policy and procedure applies to all staff, contractors. Education agents and students involved with the delivery of the college's courses.

Policy and Procedure

Once you have accepted an offer with the college your eligibility for a refund of fees paid to the college is determined by whether it is a:

Student default

Under the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- 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the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- 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:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehavior by the student.

Please note that a student does not default for failing to start a course on the agreed starting day if he/she does not start the course because the provider defaults in relation to the course at the location.

Provider default

1. The college has arrangements in place through the Tuition Protection Scheme (TPS) should the institute default the course due to the following events:
 - a. The institute ceases its operations
 - b. The course enrolled in does not begin on the agreed commencement date
 - c. The course enrolled in ceases to be provided at any time after it commences but before it is completed.
2. In the unlikely event that the college is unable to deliver the course based on the any of the above event, you will be offered a full refund of all the course money you have paid to date. The refund will be processed within 4 weeks of the day on which the default occurred.
3. Alternatively, you may be offered enrolment in an alternative course by the college at no extra cost.
4. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course with another registered provider. If you choose a placement in another 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, Tuition Protection Scheme (TPS) will place you in a suitable alternative course at no extra cost.
5. Students can choose to have a full refund or choose to pay more and continue with an alternative provider.
6. You will be advised of the default situation in advance, and will have a letter explaining how all the refunds are calculated. Such situations are covered by the provision of the Commonwealth Government ESOS Act 2000 and the ESOS Regulations 2001.
7. For further information, please read the Student information contained in TPS website <https://tps.gov.au/StaticContent/Get/StudentInformation>

Pre-paid tuition fees

The college limits the collection of pre-paid fees in accordance with the ESOS Act. The college only collects up to 50% of the total tuition fees for any of its courses before a student commences the course. After the student commences, the college will only require the student to pay any further fees until 2 weeks before the start of the second study period.

Refund Policy

1. The college under the ESOS Act 2000 and the National Code 2007 must have in place a Refund Policy which needs to be provided to the prospective international students studying in Australia before formalization of their enrolment.
2. If an applicant accepts a place offered by the college and pays the applicable fees, it means a binding contract is created between the student and the college.

3. Notification of withdrawal from unit/s or course of study must be made in writing to the college addressing to the CEO. The cancellation fee will be calculated as shown in the Schedule A.
4. All fees paid including any course fees collected by education agents on behalf of Apsley College except the non-refundable enrolment fee, are subject to this refund policy.
5. Where a visa renewal is rejected due to a breach in visa conditions, a student must withdraw from the college and the cancellation fee will be calculated as shown in the Schedule A.
6. The college reserves the right not to offer a course previously made available at its own discretion. Where a student is unable to enroll in a similar course at the college and the enrolment is cancelled then all fees paid will be refunded.
7. In the unlikely event that the college is unable to deliver your course in full (provider default), you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 4 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the college at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.
8. All refunds (apart from provider defaults) under this policy will be paid within four (4) weeks after receiving a written claim and full supporting documentation from the student.
9. If the student is not satisfied with a decision of the refund, an appeal should be made in writing to the CEO of Apsley College.
10. Refunds will be made in Australian dollars and the academy reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded.
11. Where an international student requests that the refund is made payable to a relative or other person in Australia, this will only be granted if documentary evidence proves that the relative or other person paid the tuition fees.
12. 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.

Procedures for Claiming Refunds

1. Please fill up the 'Fee Refund Form' (which can be downloaded from Apsley College's website).
2. Submit the form with any supportive evidence to the Student Services Officer or alternatively you can send the scanned copy of the 'Fee Refund Form' to the info@apsley.nsw.edu.au
3. Once the 'Fee Refund Form' is received by the Student Services, it will be forwarded to the CEO for a review.
4. If eligible, refunds will be processed within 4 weeks.
5. In the event of an unsuccessful outcome or if the student is not eligible for a refund, students can appeal against the CEO's decision accessing the college's Complaints and Appeals policy located on Apsley College's website.

Responsibility

- CEO
- Admissions officers
- Student Support Officers/ Intervention officers
- All teaching staff

Related Documents

- Student Handbook
- THE college's Website
- Deferral, suspension and Cancellation of study Form
- Course progress policy
- Refund policy
- Complaint and appeals policy

Related Standards

- Standard 7,8, 9 and 10 from the National Code 2018
- ESOS Act 2000
- Migration Act

Fee Refund Schedule A

Schedule A			
Situation	Apsley College Policy	Situation	Apsley College Policy
Written notice of withdrawal provided at least 4 weeks prior to course commencement	Paid tuition fees refunded, less \$500 enrolment fee (nonrefundable).	Visa refusal which caused the student's failure to start the course before the course commencement	Paid tuition fees refunded, less \$500 enrolment fee (nonrefundable).
Written notice of withdrawal provided less than 4 weeks prior to course commencement	Refund equal to 50% of the paid tuition fees. The non-tuition fees are exempt from the refund amount.	If a student's visa application is rejected after the student has commenced the course	The refund amount calculated will be the weekly tuition fee times the weeks in default period. The non-tuition fees are exempt from the refund amount.
Where a student provides written notice of	The refund amount calculated will be the	Where a student does not commence the	No refund of the \$500 enrolment fee (non-

withdrawal prior or during the new term	weekly tuition fee times the weeks in default period.	course on the start date and subsequently provides notice of withdrawal from the course	refundable) and the first term fee. The subsequent terms paid in advance will be refunded.
The college refuses to continue the student in the course because of student misbehavior, breached visa conditions, failure to pay outstanding fees	No refund of the \$500 enrolment fee and current term fee. The subsequent terms paid in advance will be refunded.	The college cancels the course prior to course commencement	All monies paid to the provider, less \$500 enrolment fee (nonrefundable), will be refunded.
The college cancels the course before its expected end date	In the unlikely event of the college's default of a course, students will be offered with two options: 1) Full refund: The refund amount calculated will be the weekly tuition fee times the weeks in default period; or 2) Alternative Course Arrangement: Students can be offered an alternative course at the college with no extra charge. Students will have the right to choose one of the above option.		
# Overseas student refunds are calculated on the basis of the amount received from an education agent.			

Disclaimer: 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.

Review History

Revision	Date	Modification
1	March 2019	Original
2	January 2020	Updated of policy in accordance to standards. New Template with College branding.
3	March 2023	Reviewed and advised to updated phone number in footer.
4	August 2024	Updated Footer