

REFUND POLICY

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| Policy Category | Finance | | |
| Document Owner | President | | |
| Responsible Officer | Registrar | | |
| Review Date | January 2023 | | |
| References and Legislation | Tertiary Education Quality and Standards (TEQSA) Act 2011 (Cth); Higher Education Standards Framework (Threshold Standards) 2021; Education Services for Overseas Students Act 2000 (Cth); Education Services for Overseas Students Regulations 2019; The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018); Education Services for Overseas Students (Calculation of Refund) Specification 2014; Migration Act 1958 and the Migration Regulations; and the Higher Education Support Act 2003 (Cth). | | |
| Related Documents | Admission Policy, Enrolment Policy, Grievances, and Appeals Policy and Procedure, Refund Application, Refund Procedure, APIC Student Letter of Offer | | |
| Version | Change description | Approved | Effective Date |
| 3.2 | Updated | EMT 19 June 2017 | June 2017 |
| 3.3 | Reviewed and updated to clarify the various circumstances that student refunds may be considered. | Governing Board 26 October 2018 | 30 October 2018 |
| 4.0 | Additional scenarios added | Governing Board 03.12.2019 | |
| 4.1 | Clarification of non-refundable fees | President 19 March 2020 | 24 March 2020 |
| 4.2 | Clarification in relation to Fee-Help for Domestic students. | President 12 June 2020 | 16 June 2020 |
| 4.3 | Clarification to s5.10.1. Student liability is limited to the cost of one unit plus the administration fee | President 10 September 2021 | 10 September 2021 |
| 4.4 | Update to HELP nomenclature, changes to policy around visa refusals, addition of definitions and minor changes to aid clarity, no refunds for students during first 6 months of study | President 6 July 2022 | 6 July 2022 |

1. Purpose

The purpose of this Policy is to provide a framework for the granting of refunds of fees to all prospective, commencing, and re-enrolling students at Asia Pacific International College (APIC).

2. Scope

This Policy applies to all prospective, commencing, and re-enrolling students and to students seeking to withdraw from units, a course or courses for which they have paid fees.

3. Definitions

| Item | Definition |
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| <i>Appeal</i> | An application to reconsider a decision or determination made by the College. |
| <i>Census Date</i> | The final day for withdrawal from a course or unit without incurring an academic penalty and/or a financial liability. |
| <i>CoE (Confirmation of Enrolment)</i> | A document, provided electronically, which is issued by APIC to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course at APIC. |
| <i>Commencement Date</i> | The first day of teaching in the first study period in which the student has a valid enrolment. |
| <i>Commencing Student</i> | A student with a commencement date within an identified calendar year. For example, a commencing student in year X will be a student who has a commencement date at some time in the X calendar year. |
| <i>Course</i> | A program of study leading to a formal APIC qualification. |
| <i>Course Fees</i> | The sum of the tuition and non-tuition fees for a course. |
| <i>Domestic Student</i> | A student who is not an overseas student as defined by the National Code. |
| <i>Default Day</i> | The day that either APIC or the student fails to meet their obligation. |
| <i>Overseas student tuition fees</i> | As defined by Section 7 of the ESOS Act 2000: Means fees APIC receives, directly or indirectly, from: <ul style="list-style-type: none"> • 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. |
| <i>LoO</i> | Letter of Offer - a written agreement from APIC to a prospective student offering them an enrolment place in a course. |
| <i>Non-Tuition Fees</i> | Includes: <ul style="list-style-type: none"> • Application/Enrolment Fee (non-refundable); • CoE Processing Fee (non-refundable); • Change of Course Fee (non-refundable); • Material Fee (non-refundable after the census date of the first study period); • Other non-refundable Student Non-tuition Fees as listed at: http://apicollege.edu.au/courses/fees/ |
| <i>OHSC</i> | Overseas Student Health Cover |
| <i>Overseas Student</i> | A person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act but does not include students of a kind prescribed in the ESOS Regulations. |
| <i>Package Program</i> | A program that includes multiple courses, which may or may not be wholly provided by APIC. |
| <i>Principal course</i> | The final course providing the highest qualification in a student's sequenced package of courses and is designated as the principal course in a CoE. |
| <i>Prospective Student</i> | A student who is interested in enrolling in a course offered by APIC. |
| <i>Refund</i> | Money refunded to a student in accordance with this policy. |
| <i>Tuition Fees</i> | Fees paid to undertake a unit. |
| <i>Unit</i> | Unit refers to a unit of study which forms part of a course offered at APIC. |
| <i>Unit Fee</i> | The standard published fee for which the particular student is liable less any scholarship. |

4. Domestic Students

This section is applicable to students who are not an Overseas Student enrolled in a Course offered by APIC.

4.1 Withdrawal from a Course

- 4.1.1 Domestic students who wish to withdraw from a Course must do so by completing a *Course Withdrawal Form* available on the APIC website: www.apicollege.edu.au
- 4.1.2 Where a student gives notice that they wish to withdraw from a Course or cancel their request for Commonwealth assistance, APIC will ensure that the withdrawal or cancellation is effective from the time of notification.
- 4.1.3 APIC will not charge any fees for a student to withdraw or impose any barriers on a student that seeks to withdraw from a Course.

4.2 Withdrawal from a Unit

- 4.2.1 In the event of a Domestic Student withdrawing from a Unit on or before the Census Date for that Unit:
 - 100% of tuition fees paid for that Unit will be refunded to the student, and
 - the student will not incur a HELP debt.
- 4.2.2 Refunds of upfront tuition fees when withdrawing from a Unit on or before the Census Date will be processed within 21 days of the Census Date for the Unit to which the withdrawal applies.
- 4.2.3 In the event of a Domestic Student withdrawing from a Unit after Census Date for that Unit:
 - no Refund is applicable, and/or
 - the student will incur a HELP debt.

5. Overseas Students

5.1 Applying for a Refund

Overseas Students or Prospective Overseas Students (hereinafter referred to as students in this Section) must apply for a Refund of fees by submitting a *Refund Application Form*, which can be accessed on the APIC website under Policies and Forms (<https://apicollege.edu.au/policies-and-regulations/>).

The circumstances in which a Refund will be granted and the specific requirements for a Refund request are detailed in this Policy. It is the student's responsibility to review this Policy and ensure that they have grounds for a Refund. It is also the student's responsibility to ensure that their application contains all the required evidence and documentation. Refund applications will be accepted up to 6 months after the proposed Commencement Date for students who do not commence their studies or 12 months from the relevant study period for all other applications.

Students will be notified if further information is required, and applications with insufficient evidence may be rejected. Staff may request additional evidence at their discretion and within reason to support an application.

5.2 Application/Enrolment Fee

5.2.1 Applications for Overseas Students to study at APIC are accompanied by an Application/Enrolment Fee. This fee is non-refundable.

5.3 Non-issuance of COE

5.3.1 If APIC does not issue a CoE, the student is entitled to a full Refund of prepaid Course Fees unless the student withdraws before the issue of the CoE or APIC withdraws the offer due to the student providing incorrect or incomplete information.

5.3.2 If the student withdraws before issuing the CoE or if APIC withdraws the offer due to the student providing incorrect or incomplete information, the student will receive a full Refund of prepaid Course Fees less an administration fee of \$500.

5.4 Visa refusal or delays

5.4.1 If a student has accepted an offer of enrolment at APIC and has been issued with a CoE but their student visa application is refused, and the student is yet to commence the Course, the student will be entitled to a full Refund of any prepaid Course Fees minus the lesser of the following amounts:

- (a) 5% of the amount of Course Fees received by the provider in respect of the student before the default day;
- (b) \$500.

5.4.2 If a student cannot start their Course by the start date on their CoE because the visa application processing is delayed by circumstances beyond the student's control, APIC will defer the student's Commencement Date to the following study period. However, if the student has not been issued with a visa by the new Commencement Date, the student will be withdrawn and will receive a full Refund of prepaid Course Fees minus the lesser of the following amounts:

- (a) 5% of the amount of Course Fees received by the provider in respect of the student before the default day;
- (b) \$500.

5.4.3 If a student's visa is cancelled after the acceptance of the offer, but before the CoE is issued, the student will be entitled to a full Refund of any prepaid Course Fees less the enrolment/application fee.

5.5 College default

- 5.5.1 If APIC is not able to offer the Course identified in the letter of offer, the student is entitled to a full Refund of any prepaid Course Fees.
- 5.5.2 If a student is unable to finish the Course identified in the letter of offer due to provider default, such as not having the time to finish the Course before the teach-out date based on a full-time load, the student is entitled to a full Refund of any prepaid Tuition Fees.

5.6 Cancellation of visa due to non-compliance or breach

- 5.6.1 If a student's CoE or visa is cancelled for a breach of their student visa conditions, conditions of enrolment and/or the National Code Standards (for example, unsatisfactory academic progress or non-payment of fees or misconduct), the student is liable for the amount equivalent to one Unit Fee from any prepaid Tuition Fees plus a of \$500 administration fee if before the relevant study period Census Date, and no Refund of Tuition Fees for the current study period if after the Census Date.

5.7 Package Programs

- 5.7.1 If a student withdraws from a Package Program including English courses before commencement at APIC, whether the pathway program has been completed or not, the student is liable for:
- *Withdrawal 4 weeks or more before study period start date*
1 Unit Fee of the APIC Course plus a \$500 administration fee
 - *Withdrawal between 4 weeks before the study period start date (including non-commencement)*
2 Unit Fees of the APIC Course plus a \$500 administration fee.

All other prepaid Tuition Fees will be refunded.

5.8 Failure in Package Program

- 5.8.1 Students who fail to complete the pre-requisite course in a Package Program and thus fail to meet entry criteria and gain admission to the APIC Course are liable for one Unit Fee for the APIC Course plus a \$500 administration fee. All other prepaid Tuition Fees will be refunded.

5.9 Deferral of course start

- 5.9.1 If a student chooses to defer the start of their Course, all prepaid Tuition Fees will be held in credit towards future Tuition Fees, and no Refund is available.

5.10 Withdrawal from a course

- 5.10.1 No visa application or withdrawal of visa application.
- If a student has accepted the offer, has been issued with a COE but does not apply for a visa, or withdraws the application for a visa, the student is

liable for one Unit Fee plus a \$500 administration fee. All other prepaid Tuition Fees will be refunded.

5.10.2 Withdrawal before completing 6 months of the Principal Course.

- *Withdrawal 4 weeks or more before the study period start date*
The student is liable for 1 Unit Fee plus a \$500 administration fee. All other prepaid Tuition Fees will be refunded.
- *Withdrawal between 4 weeks before the study period start date and Census Date (including non-commencement)*
The student is liable for 2 Unit Fees plus a \$500 administration fee. All other prepaid Tuition Fees will be refunded.
- *Withdrawal after any study period Census Date during the first 6 months of the Principal Course*
No Refund of any prepaid Tuition Fees for any study period that commences within the first 6 months of the Principal Course. Prepaid Tuition Fees for any study period that commences after the first 6 months of the Principal Course will be refunded.

5.10.3 Withdrawal after completing 6 months of the Principal Course.

- *Withdrawal before study period start date*
A full Refund of prepaid Tuition Fees
- *Withdrawal between the study period start date and Census Date (including non-enrolment)*
The student is liable for 1 Unit Fee plus a \$500 administration fee. All other prepaid Tuition Fees will be refunded.
- *Withdrawal after study period Census Date*
No Refund of any Tuition Fees for the study period.

5.11 Withdrawal from Units and prepayment

5.11.1 If a student withdraws from a Unit or Units after the study period start date, but before the Census Date, any prepaid Tuition Fees for the withdrawn Unit/s will be held in credit towards future Tuition Fees, and no Refund is available. This also applies in the case of withdrawal from Units as a result of an APIC intervention strategy but does not apply to students in their final study period.

5.11.2 If a student withdraws from a Unit or Units after the study period Census Date, no Refund is available.

5.12 Approved leave for overseas students

5.12.1 If a student applies for and is granted leave (suspension of enrolment), any prepaid Tuition Fees will be held in credit towards future Tuition Fees, and no Refund is available.

5.13 CoE Cancelled as a Result of Compassionate or Compelling Circumstances

- 5.13.1 If the student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, the student is entitled to a Refund of all prepaid Tuition Fees.

5.14 OSHC Refunds

- 5.14.1 The student will receive a full Refund of their OSHC fee from APIC if they withdraw before the Commencement Date of their Course.
- 5.14.2 If a student withdraws after the Commencement Date, an application for the Refund of OSHC fees must be made directly to the health fund provider (email [Student Services](#) for provider details).

6. Australian Consumer Law applies

This Policy and the availability of APIC's complaints and appeals processes do not remove the right of a student to take action under Australia's consumer protection laws.

7. Grievances and Appeals

Grievances about this Policy or Appeals against the decision taken by APIC under this Policy may be submitted using the online form available on the [forms page](#) of the website with reference to the [Grievances and Appeals Policy](#).