

REFUND POLICY

Document ID	Refund Policy
Related Documents	Admission Policy Academic and Course Progress Policy Refund Application Form Student Code of Conduct Policy Student Non-Academic Misconduct Policy Refund Procedure Withdrawal Procedure Equity and Diversity Policy Student Grievance and Appeals Policy Special Consideration Form Unit of Study Amendment Form Fee Extension Application Form Non-Academic Appeals Procedure Non-Academic Complaint Procedure Withdrawal Policy and Procedure Fee Extension Application Form Special Consideration Form Student Fees Policy
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References and Legislation	ESOS Act 2000 TEQSA Act 2011 Education Services for Overseas Students (Calculation of Refund) Specification 2014 TEQSA Higher Education Standards Framework (Threshold Standards) 2015 National Code of Practice for Providers of Education and Training to Overseas Students 2018 Migration Act 1958 and the Migration Regulations

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1. Purpose

This policy sets out the circumstances that a student is entitled to a refund and the process a student must follow to obtain a refund if they withdraw from a course or unit of study.

2. Scope

The policy applies to all commencing and re-enrolling students and to students seeking to withdraw from a course or courses for which they have paid fees. It also applies to those students whose CoE has been cancelled for courses for which they have paid course fees.

This policy applies to all fees paid including those collected by education agents on behalf of APIC and its associated registered providers

This policy does not affect a student's right to submit internal and external (to the Overseas Students Ombudsman) complaints and appeals nor does it affect a student's right to take action under Australia's consumer protection laws.

3. Definitions

Item	Definition
<i>Agent commission fees</i>	The fees payable to approved APIC agents for completed student enrolments
<i>Appeal</i>	The review of a decision made by APIC under this policy.
<i>Applicant</i>	The student making an application to APIC under this policy.
<i>Census Date</i>	The final day for withdrawal from a course or unit of study without incurring academic penalty.
<i>CoE</i>	Confirmation of Enrolment – a document issued by APIC to intending international students confirming the student's eligibility to enrol in the particular course of APIC.
<i>Credit</i>	The positive balance of a student account, being a balance greater than zero, as a result of an over-payment of fees to APIC.
<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.
<i>Credit</i>	The positive balance of a student account, being a balance greater than zero, as a result of an over-payment of fees to APIC.
<i>Defer/deferment</i>	Temporary delay or postponement of commencement of studies.
<i>Evidence</i>	Will vary with regard to the specific circumstances, but could include: relevant DIBP visa documents; relevant travel documents; relevant media reports relating to a natural disaster impacting on a student's area of residence; a relevant medical, death or birth certificate; a police incident report; a social worker's report; and/or a psychologist's report. Certificates not written in English must be translated into English by approved NAATI translators.

Item	Definition
<i>Compassionate and compelling circumstances</i>	<p>Situations which are generally beyond the control of the student and which have an adverse impact on the student's capacity and/or ability to commence their course or to satisfactorily progress in their course.</p> <p>Such circumstances include, but are not limited to:</p> <ul style="list-style-type: none"> • serious illness or injury, supported by a verified medical certificate; • bereavement of close family members such as parents, siblings or grandparents (where possible a death certificate should be provided); • the student recently giving birth or a student's partner recently giving birth, thus preventing commencement on the published start date or attendance for some time through the course (with supporting documentation); • major political upheaval or natural disaster in the home country this has impacted on the student's studies; and • a traumatic experience which could include: <ul style="list-style-type: none"> ○ involvement in, or witnessing of a serious accident; or ○ where the registered provider was unable to offer a pre-requisite unit; ○ inability to being studying on the course commencement date due to delay in receiving a student visa.
<i>LoO</i>	Letter of Offer - a written offer and agreement made by APIC to a prospective student offering them an enrolment place in a course.
<i>OSHC</i>	Overseas Student Health Cover
<i>Non-Tuition Fees</i>	<p>Includes:</p> <p>Enrolment Fee; CoE Processing Fee; Change of Course Fee; Material Fee; Airport Pick-up Fee; Accommodation Placement (Booking Fee); and Other fees as listed at http://apicollege.edu.au/courses/fees/</p> <p>Non-tuition fees are non-refundable.</p>
<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

Item	Definition
<i>Principal course provider</i>	The registered provider delivering the final or principal course in a student's sequenced package of courses.
<i>Prospective student</i>	A student who intends to enrol in a course offered by APIC.
<i>Refund</i>	An overpayment of fees or charges which is reimbursed to the payee.
<i>Student</i>	Any person who is enrolled in any course or program offer at, or in conjunction with APIC.
<i>Tuition Fees</i>	As defined by Section 7 of the ESOS Act 2017: Means fees a provider receives, directly or indirectly, from: <ol style="list-style-type: none"> i. an overseas student or intending overseas student; or ii. 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.

4. Refunds

If an applicant accepts a place offered by APIC, pays the stipulated fees and signs the letter of offer, and is subsequently issued with a confirmation of enrolment (CoE), a binding contract has been created between the student and APIC.

4.1 Refunds and Visa Issues

If a student's 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 5% of the amount of the course fees or \$500; and a full refund of the OHSC fee.

The student is required to notify APIC, apply for a withdrawal and refund on-line, and submit a verified copy of the original visa rejection letter from the Australian Embassy/consulate or immigration office.

If a student withdraws their visa application on request from APIC, the student will be entitled to a full refund of the any prepaid course fees minus the lesser of 5% of the amount of course fees or \$500; and a full refund of the OHSC fee.

The student will need to apply for a refund on-line, and APIC will process the application and refund the approved amount to the student.

If a student cannot start their course on time because the visa application processing is delayed by circumstances beyond the student's control APIC will defer the student's enrolment and provide documentation for the next commencement date if an on-line application is submitted before the census date, with documentary evidence relating to the delay in visa processing.

APIC will provide no refund if the student fails to submit an application for change of course start date by the required date.

If a student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions, there will be no refund of any prepaid course fees for their current course and any subsequent package course.

Any agency commission fees paid in relation to a student whose visa application is rejected is to be fully refunded to APIC.

4.2 Refunds and Provider Default

If APIC or one of its associated providers cancels a course for which it has issued a CoE and does not offer an equivalent or alternative course, the affected student will be entitled to a refund of any unspent tuition fees and, if the student has not commenced the course or any course in a package, a full refund of the OHSC fee.

If APIC or one of its associated providers cancels a course for which it has issued a CoE, offers an alternative equivalent course at no extra cost to the student, and a student accepts that offer, the student will be issued with a LoO for the alternative course and the unspent tuition fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the unspent tuition fees will be transferred from the discontinued course to the alternative course and the student will be issued with a CoE for the equivalent alternative course.

APIC will issue a new LoO for the alternative course at no extra cost to student, and issue an CoE for that course upon transfer or payment of the fees.

If APIC or one of its associated providers cancels a course for which it has issued a CoE, offers an alternative equivalent course at no extra cost to the student, but the student rejects that offer and seeks a release to pursue an equivalent alternative course with another provider, the student will be entitled to a refund of any unspent tuition fees.

4.3 Refunds and Student Withdrawal - Package Courses

If a student's CoE is cancelled as a result of their withdrawal before or after the commencement date of a course which is part of an APIC package program, they are entitled to no refund of any paid course fees for the course withdrawn from or for any subsequent package courses.

A student is required to submit course withdrawal and refund applications on-line, and APIC will process the application/s and provide its response within the specified time.

If a student's CoE is cancelled for a breach of their student visa conditions, conditions of enrolment and/or the National Code Standards (unsatisfactory attendance, unsatisfactory academic progress, non-payment of fees, etc.), they are entitled to no refund of any paid course fees for the course withdrawn from or for any subsequent package courses.

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances before the commencement date of the first course in the packaged program, they are entitled to a refund of the prepaid tuition fees for the course withdrawn from plus for any subsequent package courses, minus the lesser of 5% of the amount of course fees received before the course default date or \$500.

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances after the commencement date of the first course in the packaged program, they are entitled to a refund of any unspent tuition fees for the course plus for any subsequent package courses at the time of withdrawal.

The student will receive a full refund of their OHSC fee if they withdraw before the commencement date of their first package courses; or no refund of their OHSC fee if they withdraw after the commencement date of their first package course.

4.4 Refunds and Student Withdrawal - Non-Package Courses

If a student's CoE is cancelled as a result of their withdrawal more than 8 weeks (56 days) before the commencement date of their non-package course, they are entitled to a full refund of any prepaid course fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of their OHSC fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date of their non-package course, they are entitled to a 75% refund of any prepaid course fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of their OHSC fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date of their non-package course, they are entitled to a 50% refund of any prepaid course fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of their OHSC fee.

If a student's CoE is cancelled as a result of their enrolment cancellation/withdrawal less than 2 weeks (14 days) before, or after the commencement date of their non-package course, they are entitled to no refund of any prepaid course fees; plus a full refund of their OHSC fee if cancellation is before the official commencement date or no refund of their OHSC fee if cancellation is after the official commencement date.

If a student's CoE is cancelled as a result of a breach of student visa conditions, conditions of enrolment and/or National Code Standards (unsatisfactory attendance, unsatisfactory academic progress, non-payment of fees, etc.), they are entitled to no refund of any prepaid course fees and no refund of their OHSC fee

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances before the date of course commencement they are entitled to a refund of the tuition fees, minus the lesser of 5% of the amount of any course fees received before the default date or \$500, if the withdrawal is before course start date.

If the withdrawal is after the course commencement date, the student is entitled to a part refund, being the unspent tuition fees at time of withdrawal, and a full refund of their OHSC fee if they withdraw before their course commencement date; or no refund of their OHSC fee if they withdraw after their course commencement date.

4.5 Accommodation Refunds

If a student cancels their accommodation more than two weeks (14 days) before their arrival date they are entitled to a full refund of any pre-paid rent for both Homestay and CossyStay accommodation.

If a student cancels their accommodation more than two days (48 hours) but less than two weeks (14 days) before their arrival date they are entitled to a part refund of their pre-paid Homestay rent, will forfeit any placement fee and 2 weeks rent; plus a part refund of any CossyStay rent payment. The student will also forfeit \$350.00.

If a student cancels their accommodation less than 2 days (48 hours) before their arrival date they are not entitled to any refund and will forfeit any pre-paid rent.

4.6 OSHC Refunds

If a student cancels or withdraws from a course after the commencement date they are required to submit a refund application directly to the OSHC fund.

5. Document Change Control

<i>Version</i>	<i>Change Description</i>	<i>Date</i>	<i>Author</i>
1.0	Policy review cycle update	22 March 2017	Corinne Green
1.1	Minor changes to definitions	23 May 2017	Corinne Green
1.2	Minor changes to definitions	16 June 2017	Corinne Green
2.0	Draft - changes to definitions and	12 October 2017	Corinne Green
3.0	National Code 2017 updates	18 October 2017	Iona McKinnie
3.1	Further National Code updates	19 October 2017	Iona McKinnie
3.2	Fee definition revised	1 November 2017	Corinne Green

Schedules

Schedule A

Schedule A - Visa Issues	
Visa Application Rejection or Processing Delay; Visa Cancellation or Breach; Change of Visa Status	
Situation	Refund
Student's visa application is refused prior to commencing the course.	Refund of any course fees paid for the course and any subsequent package courses, minus the lesser of 5% of the amount of course fees or \$500. Full Refund: OSHC fee.
Student withdraws their visa application on request from APIC.	Refund of any course fees paid for the course and any subsequent package courses, minus the lesser of 5% of the amount of course fees or \$500. Full refund: OSHC fee.
Student cannot start their course on time because the visa application processing is delayed by circumstances beyond the student's control.	No Refund: APIC will defer enrolment and provide new documentation for the next commencement date if an on-line application for change of course start date is submitted before the census date.
Student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions.	No refund of tuition fees for current course and any subsequent package course for which fees have been prepaid. No refund: OSHC fee.

Schedule B

Schedule B - Provider Default	
APIC Fails to Start the Agreed Course or is Unable to Deliver it in Full	
Situation	Refund
APIC cancels a course and does not offer an equivalent alternative course at no extra cost.	Refund of unspent tuition fees. Full refund: OSHC fee if the course has not commenced.
APIC cancels the agreed course but offers an alternative equivalent course at no extra cost to the student. Student chooses to accept the offer of the alternative course.	No refund: Student is issued LoO for the alternative course. The unspent tuition fees will be refunded and the student will be invoiced for the alternative course, or upon the student's request, the unspent tuition fees will be transferred from the discontinued course to the alternative course. Student issued CoE for the equivalent alternative course.

<p>APIC cancels the agreed course but offers an equivalent alternative course at no extra cost to the student. Student rejects offer and chooses to pursue an alternative course with another provider.</p>	<p>Refund of unspent tuition fees paid for the cancelled course and any subsequent package course. Full Refund: OSHC fee, if the course has not commenced.</p>
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Schedule C

<p align="center">Schedule C - Student Default Course Withdrawal/Release Package Program Courses</p>	
<p>Situation</p>	<p>Refund</p>
<p>Cancellation/withdrawal before or after the commencement date of a course which is part of a package program.</p>	<p>No refund of course fees for the course withdrawn from or for any subsequent package courses. Full refund: OSHC fee, if withdrawal is before course commencement date. No refund: OSHC fee, if withdrawal is after course commencement date.</p>
<p>Cancellation of CoE and reporting for breach of student visa conditions, conditions of enrolment and/or National Standards (unsatisfactory attendance, unsatisfactory academic progress, non-payment of fees, etc.)</p>	<p>No refund of course fees for the course withdrawn from or for any subsequent package courses. No refund: OSHC fee.</p>
<p>Cancellation/withdrawal due to demonstrated compassionate and compelling circumstances, and approved by APIC.</p>	<p>Refund (if withdrawal is before the course commencement date) of tuition fees paid for the cancelled course and any subsequent package course, minus the lesser of 5% of the amount of course fees received before the default date or \$500. Part refund (if withdrawal is after course commencement date) of unspent tuition fees paid for the cancelled course and any subsequent package course at time of withdrawal. Full refund: OSHC fee if withdrawal is before course commencement date. No refund: OSHC fee if withdrawal is after course commencement date.</p>

Schedule D

Schedule D - Student Default	
Course Withdrawal/Release Non-Package Courses	
Situation	Refund
Cancellation/withdrawal more than 8 weeks (56 days) before the commencement date for a non-package course CoE.	Full refund of any course fees paid for the cancelled course, minus the lesser of 5% of the amount of course fees or \$500. Full refund: OSHC fee.
Cancellation/withdrawal more than 4 weeks (28 days) but less than 8 weeks before the commencement date for a non-package course CoE.	75% refund of any course fees paid for the cancelled course, minus the lesser of 5% of the amount of course fees or \$500. Full refund: OSHC fee.
Cancellation/withdrawal more than 2 weeks (14 days) but less than 4 weeks before the commencement date for a non-package course CoE.	50% refund of any course fees paid for the cancelled course, minus the lesser of 5% of the amount of course fees or \$500. Full refund: OSHC fee.
Cancellation/withdrawal less than 2 weeks (14 days) before initial course start date or after the official course commencement date.	No refund of any course fees paid. Full refund: OSHC fee if cancellation is before official commencement date. No refund: OSHC fee if cancellation is after official commencement date.
Cancellation of CoE and reporting for breach of student visa conditions, conditions of enrolment and/or National Code Standards (unsatisfactory attendance, unsatisfactory academic progress, non-payment of fees, etc.)	No refund of any course fees paid. No refund: OSHC fee.
Cancellation/withdrawal due to demonstrated compassionate and/or compelling circumstances.	Refund (if withdrawal is before course commencement date) of any tuition fees paid, minus the lesser of 5% of the amount of course fees or \$500. Part refund (if withdrawal is after course commencement date) of unspent tuition fees paid at time of withdrawal. Full refund: OSHC fee if withdrawal is before course commencement date. No refund: OSHC fee if withdrawal is after course commencement date.

Schedule E

Schedule E - Accommodation Cancellation	
Situation	Refund
Cancellation more than 2 weeks (10 working days) before student's arrival date.	Full refund: Pre-paid rent for Homestay and CozyStay.
Cancellation from 2 days (48 hours) to 2 weeks before student's arrival date.	Part refund: Homestay. The student forfeits placement fee and 2 weeks Rent. Part refund: CozyStay. The student forfeits \$350.
Cancellation less than 48 hours before or after student's arrival date.	No refund.