

REFUND POLICY

Document ID	Refund Policy
Related Documents	Admission Policy Academic Progress Policy Refund Application Form Student Code of Conduct Policy Student Non-Academic Misconduct Policy Refund Procedure Refund Procedure Flowchart 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
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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 get 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 CoEs have been cancelled for courses for which they have paid fees.

This policy applies to all tuition fees paid including those collected by education agents on behalf of APIC and its associated registered providers; plus non-tuition materials fee and Overseas Students Health Cover fees.

Other non-tuition fees are excluded and are thereby non-refundable: the enrolment fee, the CoE processing fee, the change of course fee, and the airport pick-up fee.

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 that 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
<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>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>Critical incident</i>	A traumatic event, or the threat of such (within or outside Australia), which causes extreme stress, fear or injury.
<i>Defer/deferment</i>	To temporarily delay or postpone the commencement of studies.

Item	Definition
<i>Evidence</i>	<p>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.</p> <p>Certificates not written in English must be translated into English by approved NAATI translators.</p>
<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 on the scheduled start date, but within two weeks of that date; or to attend scheduled classes for a significant period of time during the enrolment period.</p> <p>Such circumstances include, but are not limited to: Inability to begin studying at the scheduled date due to the late issue of a student's visa and consequent delay in travel to Australia; serious illness or injury, where a verified medical certificate states that the student was unable to attend on the commencement date and/or for a significant time through the course; 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 preventing their departure for Australia, or requiring their emergency travel to their home country; and a traumatic experience..</p>
<i>LoO</i>	Letter of Offer - a written offer 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> <ul style="list-style-type: none"> Enrolment Fee CoE Processing Fee Change of Course Fee Airport Pick-up Fee Accommodation Placement (Booking Fee) <p>Non-tuition fees are non-refundable.</p>
<i>Principal course</i>	The final course providing the highest qualification in a student's sequenced package of courses
<i>Principal course provider</i>	The registered provider delivering the final or principal course in a student's sequenced package of courses.

Item	Definition
<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>Study Period</i>	The expected course duration where that course is nine or fewer months in duration; or one trimester, semester or six months in courses of more than nine months in expected duration.
<i>Tuition fees</i>	The total tuition fees for study in an applicable Course or Study Period of an applicable Course. This includes the Initial Course Tuition Fees paid upfront as a condition of being issued with an CoE upon acceptance of an offer of a place in that the applicable course/s; and any remaining fees due to be paid for the applicable Course or Study period in the applicable Course/s.
<i>Unspent Course Fees</i>	The total amount of Tuition Fees paid for a Course or Study Period less the spent weekly tuition fees (weekly tuition fee X course weeks completed).

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 rejected the student will be entitled to a full refund of course tuition fees or CoE security deposit plus non-tuition fees, minus the lesser of 5% of the amount of course fees received before the visa application refusal date or \$500.; and a full refund of the OHSC fee.

The student will need 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.

APIC will process the application and refund the approved amount to the student.

If a student withdraws their visa application on request from APIC, the student will be entitled to a full refund of course tuition fees or CoE security deposit plus non-tuition fees, minus the lesser of 5% of the amount of course fees received before the visa application refusal date or \$500; and a full refund of the OHSC fee.

The student will need apply for a refund of fees, 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 for change of course start date 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 unspent tuition fees and materials fee for their current course and any subsequent package course for which tuition fees have been pre-paid.

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 alternative course, the affected student will be entitled to a full refund of course tuition fees or CoE security deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500.; and 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 pre-paid tuition fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from the discontinued course to alternative course and the student will be issued with a CoE for the equivalent alternative course.

APIC will notify the student of the default and offer the alternative course. Student will notify APIC of decision to accept the offer. 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 a student rejects that offer and seeks a release to pursue an equivalent alternative courses with another provider, the student will be entitled to a full refund of course tuition fees or CoE security deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of the OHSC fee.

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 the course tuition fees or CoE security deposit, nor the materials fee for the course withdrawn from and any subsequent package courses; and a full refund of their OHSC fee if the cancellation/withdrawal is before the course commencement date.

A student can 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 National Code Standards (unsatisfactory attendance, unsatisfactory academic progress, non-payment of fees, etc.), they are entitled to no refund of course tuition fees or CoE security deposit, nor the materials fee for the course withdrawn from and any subsequent package courses; and no refund of their OHSC fee.

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, they are entitled to a full refund of tuition fees OR CoE security deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500, if the withdrawal is before course start date; or a part refund of unspent tuition fees for current course at time of withdrawal, if the withdrawal is after the commencement date of their initial package course.

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 their pre-paid course tuition fees or CoE Security Deposit plus enrolment and materials 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 their pre-paid course tuition fees or CoE security deposit plus enrolment and materials 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 their pre-paid course tuition fees or CoE security deposit plus enrolment and materials 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 their pre-paid course tuition fees or CoE security deposit and materials fee 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 their pre-paid course tuition fees or CoE security deposit and materials fee; and no refund of their OHSC fee

If a student's CoE is cancelled due to demonstrated compassionate and/or compelling circumstances, they are entitled to a full refund of tuition fees OR CoE security deposit for the cancelled course plus associated non-tuition fees, minus the lesser of 5% of the amount of 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, 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 their 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 (they forfeit their placement fee and 2 weeks rent); and a part refund of their CossyStay rent (they 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. (they forfeit all their pre-paid rent).

4.6 OSHC Refunds

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

5. Schedules

5.1 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 rejected. (We will need to sight a verified letter from the Australian Embassy/Consulate rejecting the application).	Full refund of course tuition fees or CoE security deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of the OHSC fee. Full Refund: OSHC fee.
Student withdraws their visa application on request from APIC.	Full refund: Tuition fees* for cancelled course/s 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 application for change of course start date is submitted.
Student's visa is cancelled because they fail to comply with enrolment conditions or breach their visa conditions.	No refund of unspent tuition and materials fee for current course and any subsequent package course for which fees have been pre-paid. No refund: OSHC fee.

5.2 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.	Full Refund of course tuition fees or CoE security deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500.; and a full refund of the OHSC Fee. Full Refund: OSHC Fee.
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 issued LoO for the alternative course. The pre-paid tuition fees will be fully refunded and the student will be invoiced for the alternative course fees, or on the student's request, the pre-paid fees will be transferred from discontinued course to 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.</p> <p>Student chooses to pursue an alternative course with another provider.</p>	<p>Full Refund of course tuition fees or CoE security deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500.; and a full refund of the OHSC fee.</p> <p>Full Refund: OSHC Fee.</p>
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5.3 Schedule C

<p align="center">Schedule C - Student Default Course Withdrawal/Release Package Program Courses</p>	
Situation	Refund
<p>Cancellation/withdrawal before or after the commencement date of a course which is part of a package program.</p>	<p>No Refund: Paid course tuition and non-tuition fees for the course withdrawn from and any subsequent package courses.</p> <p>Full Refund: OSHC fee if withdrawal is before course commencement date.</p> <p>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: Paid course tuition and non-tuition fees for the course withdrawn from and any subsequent package courses.</p> <p>No Refund: OSHC fee.</p>
<p>Cancellation/withdrawal due to demonstrated compassionate and compelling circumstances, and approved by APIC.</p>	<p>Full Refund of course tuition fees or CoE security deposit for the cancelled course and any subsequent package courses plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of the OHSC fee (if withdrawal is before course start date): tuition fees *</p> <p>Part Refund: Unspent tuition fees for current course at time of withdrawal if withdrawal is after course commencement date.</p> <p>Full Refund: OSHC fee if withdrawal is before course commencement date.</p> <p>No Refund: OSHC fee if withdrawal is after course commencement date.</p>

5.4 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 course tuition fees or CoE security deposit for the cancelled course plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500; and a full refund of the OSHC fee. 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 course tuition fees or CoE security deposit for the cancelled course plus associated non-tuition fees, minus the lesser of 5% of the amount of course fees received before the default date or \$500. Full refund: Materials fee and 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 course tuition fees or CoE security deposit for the cancelled course plus associated non-tuition fees, minus the lesser of 5% of the amount of Course Fees received before the default date or \$500. Full refund: Materials fee and OSHC fee.
Cancellation/withdrawal less than 2 weeks (14 days) before initial course start date or after the official course commencement date.	No refund: Tuition fees OR CoE security deposit & materials Fee 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: Tuition fees OR CoE security deposit & materials fee. No refund: OSHC fee.
Cancellation/withdrawal due to demonstrated compassionate and/or compelling circumstances.	Full refund of course tuition fees or CoE security deposit for the cancelled course plus associated non-tuition fees, minus the lesser of 5% of the amount of course Fees received before the default date or \$500; and a full refund of the OSHC fee (if withdrawal is before course start date): Tuition fees Part refund (if withdrawal is after course commencement date): Unspent Tuition Fees for 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.

5.5 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 forfeits Placement Fee and 2 weeks Rent. Part refund: CozyStay: forfeits \$350.00.
Cancellation less than 48 hours before or after student's arrival date.	No refund.
* Tuition fees OR CoE security deposit plus enrolment and materials fee for the cancelled course/s minus the lesser of 5% of the amount of Course Fees received before the default date or \$500.	

6. 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