

## **P.18.02**

# **REFUND POLICY AND PROCEDURES**

### **1.0 INTRODUCTION**

AVETA's Refund Policy and Procedure observes the principles outlined in the Education Services for Overseas Students Act 2000 (ESOS Act) and applies to all new and re-enrolling international students.

### **2.0 REFERENCES**

- Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act (2012): Division 2, Subsections A, B, and C
- ESOS Act (2000)
- ESOS National Code (2018)
- Standards for Registered Training Organisations (RTO's) 2015: Clause 5.3, 7.3 ( Schedule 6)

### **3.0 RELATED AVETA POLICIES AND PROCEDURES**

- Fees and Charges Policy
- Deferral, Suspension and Cancellation Policy and Procedure
- Reporting International Students via PRISMS Policy and Procedure
- Complaints and Appeals Policy and Procedure
- Transfer Between Registered Providers Policy and Procedure

### **4.0 DEFINITIONS**

**Provider:** AVETA is the provider, in the context of this policy and procedure

**Student:** is an International student enrolled at AVETA

**Package of Courses:** is a group of all courses (on AVETA's Scope of Registration) as a sequence of courses which are detailed in the letter of offer from AVETA, and which are identified in the Student Agreement signed and dated by the student, and for which CoE(s) have been issued.

**Tuition fees :** Tuition fees are defined in section 7 of the ESOS Act as fees received by AVETA (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course or a package of courses that AVETA is providing, or offering to provide, to the student”:-

**Tuition Fees:** definition -

- (a) means fees AVETA receives, directly or indirectly, from:
- (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

Tuition fees are fees relating to the delivery of a course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicums and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

**Non-tuition fees:** Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

**Unused-tuition fees:** Unused tuition fees are tuition fees that a student has pre-paid for future courses that AVETA has yet to provide to the student.

**Refund:** An amount of fees paid by the student to the provider, which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act (2012 Amendment), a refund may only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student).

**Provider Default:** when AVETA is in breach of the contract with a student; where AVETA is required to deliver courses as outlined in the an agreement with the student for fees paid in advance by the student. The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines provider default as follows:

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- (a) either of the following occurs:
  - (i) the provider fails to start to provide the course to the student at the location on the agreed starting day;
  - (ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- (b) the student has not withdrawn before the default day
- (c) the course is not provided in full to the student because a sanction has been imposed on AVETA or any other reason.

**Student Default:** The ESOS Legislation Amendment (TPS) Act (2012) –  
Division 2, Subsection B, 47A – defines student default as follows:

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- (a) 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
- (b) the student withdraws from the course at the location (either before or after the agreed starting day); or
- (c) 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 events:
  - (i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
  - (ii) the student breached a condition of his or her student visa;
  - (iii) misbehaviour by the student.

### **5.0 What documents will assist the TPS in determining a refund of pre-paid tuition fees?**

To assist TPS in calculating the refund of tuition fees for a course or courses for which the student has paid but which has not been delivered or assessed in the event of AVETA closing, AVETA will advise students that they should keep the following documents and make them available when required:

- The student agreement with AVETA;
- Original receipts for tuition fees pre-paid to AVETA;
- Bank statements; and
- Other relevant correspondence which identifies the amount of prepaid fees paid (e.g. an email or SMS between AVETA and the student).

### **6.0 What should a student do if AVETA has not refunded the unused portion of their prepaid tuition fees where the student has withdrawn from their course?**

In the first instance the student will be required to check their written agreement to ensure that they are eligible for a refund. If they do not have a copy they will be required to contact AVETA or their agent and ask for a copy. After reading their agreement, if they still believe that they are entitled to a refund, they should contact AVETA in writing seeking a refund. If a student is not satisfied with the outcome of the AVETA's refund decision they can contact TPS. In this case they will be required to provide the TPS with documents (such as the outcome letter of AVETA's refund decision) to support their claim for a refund.

## 7.0 Education Services for Overseas Students (Calculation of Refund) Specification 2014:

- **Unused tuition fees:** For the purposes of calculating a refund

**Unused tuition fees** = Weekly Tuition fee x Weeks in default period, rounded up to the nearest whole dollar

- **Weekly tuition fees:** For the purposes of calculating a refund

**Weekly tuition fees** = (Total tuition fee for the course / number of calendar days in the course) x 7, rounded up to the nearest whole dollar

- **Weeks in Default period:** For the purposes of calculating a refund

**Weeks in default period** = (number of calendar days since default day)/7

*Where number of weeks if not a whole number it will be rounded up*

- **Refund amount** = Unused tuition fees × weeks in default period

## 8.0 REFUNDS

Fee Refund Conditions	Refund Applicable
<p>1. If an intending overseas student is not granted a student visa from Australian High Commission/ Australian Embassy/Department of Home Affairs for any reason, (Documentary evidence of the visa refusal is required)</p>	<p>A refund of tuition fees received by AVETA will be issued to the student based on the following calculations as <b>per Section 9</b> of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:</p> <p>The refund will be all course fees paid in advance by the student for each and every course in the "<b>package of courses</b>" minus an administration and processing charge of <b>the lesser</b> of:</p> <ul style="list-style-type: none"> <li>(i) 5% of the amount of course fees received by AVETA before the default day, or</li> <li>(ii) \$500</li> </ul> <p>(*Course fees = tuition fees + non-tuition fees received by AVETA in respect of the student)</p>

<p>2. If AVETA receives a written notice of withdrawal more than 28 days before the commencement date of the first course in the <b>"package of courses"</b></p>	<p>The refund will be 25% of the course fees paid in advance by the student for each and every course in the <b>"package of courses"</b> minus an administration and processing charge of <b>the lesser of:</b></p> <p>(i) 5% of the amount of course fees received by AVETA before the default day, or (ii) \$500</p>
<p>3. If AVETA receives a written notice of withdrawal more than 14 days but less than 28 days before the commencement date of the first course in the <b>"package of courses"</b></p>	<p>The refund will be 15% of course fees paid in advance by the student for each and every course in the <b>"package of courses"</b> minus an administration and processing charge of <b>the lesser of:</b></p> <p>(i) 5% of the amount of course fees received by AVETA before the default day, or (ii) \$500</p>
<p>4. If written notice is received 14 days or less before the commencement date of the first course of the <b>"package of courses"</b></p>	<p>There will be <b>no</b> refund of any course fees paid in advance for each and every course in the <b>"package of courses"</b>.</p>
<p>5. If the student withdraws their study after the commencement date of the first course in the <b>"package of courses"</b></p>	<p>There will be <b>no</b> refund of any course fees paid in advance for each and every course in the <b>"package of courses"</b>.</p>
<p>6. If a student cancels their enrolment after they have commenced study in a course.</p>	<p>There will be <b>no</b> refund of any course fees paid in advance. In addition, if a student has any outstanding fees to the end of their current course, they will be required to pay the outstanding fees to AVETA prior to AVETA providing them with a release letter or cancelling their enrolment.</p>
<p>7. If a student's visa is cancelled due to their breach of international student visa conditions or AVETA Policies and Procedures or Student Misbehaviour after the commencement of the first course in the <b>"package of courses"</b></p>	<p>Maintaining the conditions of the visa and following AVETA's policies and procedures is the student's responsibility. There will be <b>no</b> refund of any fees paid in advance for each and every course in the <b>"package of courses"</b>.</p>

<p>8. Prior to enrolment any Recognition of Prior Learning (RPL) will be discussed &amp; granted after the student provides sufficient evidence. If an international student wishes to proceed with RPL following the initial discussion they will be required to make a cost recovery payment to AVETA irrespective of whether or not RPL is granted or not granted. For <b>Domestic Students</b> the RPL process for formal, non-formal and/or informal learning will be at no cost to the student.</p>	<p>Where Recognition of Prior Learning (RPL) is granted this will require a shortening of the duration of a specific course in the <b>"package of courses"</b> and as a result a pro-rata fee will be worked out for the specific course and offered to the student. Once the student accepts the offer, there will be no further reduction of the fee and all refund conditions apply to each course in the <b>"package of courses"</b>.</p>
<p>9. If a student's visa expires whilst studying a <b>"package of courses"</b> and they are not able to complete their <b>"package of courses"</b> because their application for an extension of visa is not granted by the Department of Home Affairs</p>	<p><b>No</b> refunds for all unused fees paid for each and every course in the <b>"package of courses"</b></p>
<p>10. If a student is not able to complete a <b>"package of courses"</b> because their application for a change of visa type whilst studying a <b>"package of courses"</b> is approved by the Department of Home Affairs</p>	<p><b>No</b> refunds for all unused fees paid for each and every course in the <b>"package of courses"</b></p>
<p>11. If a student is granted a deferment or temporary suspension of studies <b>after</b> the commencement of a <b>"package of courses"</b></p>	<p>AVETA will hold all fees paid in advance in trust for the period of the suspension/deferment. If the student does not return or re-commence on the agreed date without the approval of AVETA, the student is deemed to have withdrawn, and their enrolment will be cancelled. There will be <b>no refund</b> of any fees paid in advance for each and every course in the <b>"package of courses"</b>.</p>
<p>12. If a student is granted a deferment or temporary suspension of studies <b>before</b> the commencement ( date of original CoE) of a <b>"package of courses"</b></p>	<p>AVETA will hold all fees paid in advance in trust for the period of the suspension/deferment. If the student withdraws or does not commence on the agreed date without the approval of AVETA, the student is deemed to be at default and their enrolment will be cancelled. There will be <b>no refund</b> of any fees paid in advance for each and every course in the <b>"package of courses"</b>.</p>
<p>13. In case of Student default : the student does not start their study after the commencement date of the first course in the <b>"package of courses"</b></p>	<p>There will be <b>no</b> refund of any course fees paid in advance for each and every course in the <b>"package of courses"</b>.</p>
<p>14. In case of Provider default: under the following circumstances:</p> <ul style="list-style-type: none"> <li>• The course does not begin on the agreed commencement date; or,</li> <li>• The course ceases to be provided at any time after it commences but before it is completed; or,</li> <li>• The course is not provided in full to the student because a sanction has been imposed on AVETA or any other reason.</li> </ul>	<p>Full refund of unused tuition fees paid in advance.</p> <p>A refund of 'unused tuition fees' received by AVETA will be issued to the student based on the calculations as <b>per Section 10</b> of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.</p>

## 9.0 PROCESS FOR CLAIMING REFUNDS

- a) Refund applications must be made in writing on the Refund or Transfer of Fees Request Form.
- b) Any pre-payments that students make to AVETA for Educational services that AVETA will provide to them may be offset against any debts that they owe to AVETA for the provision of educational services. In addition where AVETA has offset any pre-payments against debts that a student owes to AVETA these amounts will not be included in the refund calculations if they apply for a refund of these moneys.
- c) Where AVETA has not offset prepayments of unused tuition fees against debts at time of enrolment, it will do so at the time of calculating any requests for refunds.
- d) AVETA's Administration Department will forward the completed form and attached evidence to AVETA's Finance Department, who will complete the remainder of the Refund or Transfer of Fees Request Form.
- e) Once completed by AVETA's Finance Department, the form will be forwarded to AVETA's CEO. All refund payments must be approved by AVETA's CEO.
- f) The funds covering the fees must be cleared (cheques cleared, telegraphic transfers received) before any refunds are processed.
- g) The student will be notified via post of the outcome of the refund application within 20 working days from the application date.
- h) The refund will be processed within 20 working days and a record of the refund will be kept on the student's individual file.
- i) This procedure, 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.
- j) The student will not be entitled to any refunds for administration fees they have paid for changes to their course enrolments.
- k) The student will not be refunded for any fees charges administered by financial institutions arising from international money transfers or transfers which involve different currencies.

## 10.0 APPEALS

Students can choose to appeal any decision made by AVETA in relation to refunds in accordance with the Complaints and Appeals Policy and Procedures.