

<u>Date</u>	<u>Version</u>	<u>Changes made</u>	<u>Author</u>
Feb 2022	V1.0	Initial Version release	CEO/PEO
March 2022	V1.1	Amendments to the Policy and Procedure, including refund circumstances	CEO/PEO
March 2022	V1.1	ANE College logo added to the header	CEO/PEO
January 2024	V2.0	Amendments to the Policy and Procedure, including refund circumstances, footer update	CEO/PEO

Policy Owner:	CEO/PEO
Policy Manager:	RTO Administrator
File:	Refund Policy/ANE College/V.1.0/Admin/February 2022
Version:	2.0
Version Release:	February 2022
Version Review:	February 2025



Fee and Refund Policy

Head Office:

Level 6, 128-136 Chalmers Street, Surry Hills NSW 2010

AUSTRALIA

Email: sydney.campus@ane.edu.au

Reference:

Standard 5, Clause 5.3

Standard 7, Clause 7.3

Schedule 6, Requirements for protecting fees prepaid by individual learners

Purpose of Policy

ANE College is committed to providing quality training and assessment in accordance with the Standards for Registered Training Organisations. This Policy and Procedure observes the principles outlined in the Education Services for Overseas Students (ESOS) framework and applies to all new and re-enrolling international students. The purpose of this policy is to set out the circumstances under which students may claim a refund and the associated procedures for handling refunds.

We want to make sure you understand all fees and charges associated with your course so please carefully read this document.

You can find out about the fees for a course on the Course Brochure and in addition all fees associated with your course are included in the Student Agreement. The Student Agreement also includes a detailed payment schedule and payment options, as well as your rights.

Definitions

Application/Enrolment Fee: Covers the administrative costs of enrolment

Agreed Start Date: Refers to the day on which the course was scheduled to start, or a later day agreed upon between ANE College and the student.

Course: A program of study leading to a qualification or an award. A course may comprise of units or modules.

International Students: All those students who are either on a student visa or a temporary visa that allows them to undertake formal studies in Australia.

Course Fee: Tuition fee + non tuition fee.

Pre-paid Tuition Fees: Tuition fees towards the course delivery, paid in advance prior to commencement of the course or a study period.

Pre-paid Non tuition fee: This includes, Materials Fee, Accommodation charge, Airport Pick up Fees, OSHC.

Materials Fee: Covers the cost of learning materials and resources provided by ANE College.

Unspent Fee: (Total tuition fee/No. of Academic weeks) x weeks in default period (no of remaining paid academic weeks).

Principal Course of Study: Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study.

TPS: Tuition Protection Service (TPS) assists international students whose education providers are unable to fully deliver their course of study.

Confirmation of Enrolment (CoE): The CoE provides evidence of a student’s enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). This evidence is required before DHA (Department of Home Affairs) will issue a student visa. The CoE contains information about the Provider, agent (if involved), course and duration of study in which the student has enrolled.

Course commencement date: The day when the course of study starts as identified as the “Commencement Date” on your CoE. The dates for all teaching sessions are available here.

ESOS Act: The Education Services for Overseas Students Act 2000 (ESOS Act) sets out the legal framework governing delivery of education to international students in Australia on a student visa.

Exceptional circumstances: Circumstances that involve something exceptional, compelling, or compassionate that has affected a student and the cause of which was outside the student’s control.

OSHC: Overseas Student Health Cover.

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, 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).

Student Default: a 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.
- less than 14 days before the commencement date of their course (or initial course in a packaged program); or on or after the commencement date of the student’s enrolled second or subsequent study period; or
- ANE college refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - 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.
 - the student breached a condition of his or her student visa; and/or misbehaviors by the student.

In cases where a student’s enrolment has been suspended or cancelled due to misconduct or their breach of their student visa, the institution will afford a student natural justice before refusing to provide, or continue providing, the course to a student at the location consistent with institution’s academic integrity and/or misconduct policy. These provisions are consistent with ESOS Act 2000, Part 5, Division 2, Subdivision B an overseas student or intending overseas. Consistent with fairness principles, these provisions extend also to domestic students.

Provider Default: A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if either of the following occurs:

- the provider fails to start to provide the course to the student at the location on the agreed starting day.
- the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- the course is not provided in full to the student because a sanction has been imposed on ANE College or any other reason.

Protection of Course Fee Paid in Advance

Fees to ANE College must be paid in advance and are deposited into our account, ensuring full protection. Fees are also protected through our membership of the Tuition Protection Service (TPS). The role of the TPS is to assist international students where we are unable to fully deliver their course of study. The TPS ensures that you are able to either complete your studies in another course or with another education provider or receive a refund of your unspent tuition fees.

ANE College Refund Policy, Procedure and Action: Student Guide

Please carefully read the following information about refunds. This applies whether you paid the tuition and non-tuition fees, or an education agent paid them on your behalf.

All application fees are non-refundable except where we cancel a course before it has started.

If ANE College cancel a course either before or after it starts, you will receive an email to complete the Refund Application Form. The refund will be provided within 20 working days of submitting complete refund application form.

In all other circumstances, you should complete and submit a Refund Application/Withdrawal Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to you within 20 working days, as well as any applicable refund.

Refunds will be paid to you or to the person or organisation who paid the course fees and will be paid in Australian Dollars.

The refund policy does not remove your right to take further action under Australian Consumer Law.

In addition to the above circumstances, refunds apply as follows:

Circumstance	Refund due
ANE College cancels course before commencement	Full refund of all fees
ANE College cancels course following commencement	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
ANE College has not provided a Student Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws and refund received up to 10 weeks prior to course commencement.	Application fee is non-refundable. Refund of 100% of tuition fee and material fee charges.
Student withdraws and refund received less than 10 weeks but more than 6 weeks before the course commencement.	Application fee is non-refundable. Refund of 90% of tuition fee and material fee charges.
Refund request is received less than 6 weeks but more than 2 weeks before the commencement of the term	Refund is 50% of tuition fees for that term.
Refund request is received less than 2 weeks before the commencement of the term.	Refund is 30% of tuition fees for that term.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund.
Student withdraws on or after the course commencement date.	No refund.
Student's enrolment is cancelled due to disciplinary action.	No refund.
Student breaches a visa condition.	No refund.
The student has supplied incorrect or incomplete information causing ANE College to withdraw the offer of the course prior to commencement.	No refund.

Circumstance	Refund due
Student provides ANE College with false or misleading information during the time of application/enrolment.	Automatically disqualifies you from any refunds.
Student is terminated due to serious breach of the College rules or a breach of visa conditions including non-attendance or unsatisfactory progress.	No Refund.
Student is granted permanent residency/obtains visa other than student visa, after the course commencement date.	No refund for all courses in package. Fees due as per written agreement.
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.)	No Refund: Paid Course Tuition and Non-tuition Fees for the course withdrawn from and any subsequent package courses.
Student transfers to a second course within ANE College without completing the first course.	The tuition fee paid for the current six-month period of the 1st course will be credited on a prorate basis towards the tuition fee of the 2nd course. All other tuition fees paid toward the 1st course will be credited in full towards the tuition fee of the 2nd course. If the credited amount is greater than the total cost of the second course, the difference will be refunded within 20 working days of commencement of the second course.
Student is seeking a refund for enrolment in the principal (main) course of study, as applied for on their current Student Visa	No refund for any tuition fees paid for the first six (6) months of the principal course. Any additional tuition fees, paid beyond the first six (6) months, that are deemed refundable, will be payable back to the student minus any applicable deductions.
If a student holds a valid student visa at the time of enrolment with ANE College, but after commencing their course, their current visa expires and a subsequent visa application is applied for and rejected.	Refund for any tuition fees paid to ANE college will be calculated on a pro-rata basis (weekly as per the ANE College term calendar) minus any applicable deductions.
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or	The total amount of all course fees (tuition and any non-tuition fees) received or less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500.

Circumstance	Refund due
before the agreed starting day because of the visa refusal.	
The student is refused a visa and has already commenced their course.	student do not qualify for a full refund once they commence their studies in Australia.
Conditions:	
At the time of enrolment any Credit Transfer (CT)/ Recognition of Prior Learning (RPL) will be discussed & granted after the student provides sufficient evidence, If the Credit Transfer allows shortening of the duration of the course pro-rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction of the fee.	
Fees not listed in this refund section are not refundable. Prior to a student enrolling fee may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.	
The College only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with The College. No accountability will be taken for fees or charges associated with third parties (international education agent or migration agent fees or visa application costs or partnered service providers). Such fees and charges will be subject to the third parties refund policies.	
The College will not release any testamurs /awards/certificates to students until outstanding course fees have been paid in full.	
The College will provide the student in writing the resulting decision of The College's management.	
The refund policy is subject to review at least once per year. Should it become necessary to change/update this policy, then The College will update the policy on its website, handbook and written agreement.	

Refund Procedures

- Applicant may apply for a refund by completing and submitting ANE college Refund /Withdrawal Form.
- The applicant is recommended to provide supporting evidence.
- If the applicant is enrolled in a Package course, the Application for Withdrawal will be transferred to the provider of the student's Principal Course for a determination.
- If the Principal Course provider's determination is in the negative, the Application for Withdrawal from ANE college's feeder courses will similarly be rejected and the

student will be notified. Such notification including advice relating to the right to and mode of submitting an Internal Appeal.

- If the Principal Course Provider's determination is to approve withdrawal, the application for withdrawal from ANE college's feeder courses will be approved and the student will be informed.
- Applications for withdrawal from ANE college's courses and refund application will be processed within two weeks (14 days) and, if successful, progressed with recommendations to the Accounts Manager for determination of the Refund Application. If The form received is incomplete upon review will return back to applicant for completeness. Any incomplete application form/s will not be considered for further process.
- If successful, The Finance Department will process the refund application (in accordance with this Refund Policy) and make a recommendation to the PEO. The PEO will read the recommendation and make a final decision based on this Refund Policy.
- All Applications for a Refund will be processed by the Accounts Manager and will normally be processed within 20 working days (four weeks) of the complete Application being made. Where this is not possible the student will be informed.
- Applications may be made for the refund of fees and charges on the ground of exceptional circumstances which provide compassionate and compelling reasons for withdrawal from a course. Such applications will be considered on a case-by-case basis.
- On determination of the application the student will be informed in writing and, if the determination rejects a Full Refund, information will be provided informing the student of their right to make an Internal Appeal against the decision and the means of submitting such an Appeal.
- Any refund given will be recorded in the student management system so that each student's financial status is known.
- Refund application will not be processed where the signature on the refund application form does not match the student's signature as shown on other documents provided by the student for admission to The College.
- Refunds will be paid in Australian dollars into the nominated bank account (less international transfer/conversion fees if applicable)
- The College can forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- No refunds will be paid to a third party (person other than the student), unless directed by the student in writing and signed.

- Any costs incurred by The College to recuperate outstanding fees will be charged to the student.

Recovery of Fees

Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction. The College reserves the right to refer the balance owing to any debt collection agency or credit reporting bodies in the event of non-payment, for all purposes permitted by law.

Appeals

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