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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

Policy Owner:	CEO/PEO
Policy Manager:	RTO Administrator
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Fee and Refund Policy

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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 Enrolment Form 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
- the student provides bogus, false and misleading information and documentation to ANE College during the process of enrolment, or
- the student provides bogus, false and misleading information and documents to the Department of Home Affairs visa processing office during the course of visa application; 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

Claims for refunds must be made in writing using the Refund Request Form available from ANE College. Following outlines, the Institutes Policy on Refunds:

1. If a student's visa application is rejected the student will be refunded the full tuition fees, (this does not include the Enrolment Application Fee, any accommodation arrangement fee and/or airport pickup service fee), upon evidence being provided by the student that their Visa has been refused.
2. Students are also eligible for a Refund if the Institute cancels the enrolled course, or the principal course application has been denied.
3. Requests for withdrawal for reasons other than those mentioned above, will be eligible for a refund as follows:
 - If a student withdraws from a course more than 28 days prior to course commencement, 80% of the initial tuition fees will be refunded.
 - If a student withdraws from a course prior to commencement of study, but less than 28 days prior to the course commencement, 50% of tuition fees paid (up to 24 weeks) and 100% for the remainder fees will be refunded.
4. There will be no refund issued following commencement of studies
5. All Enrolment Application fees, accommodation arrangement fees and airport pickup service fees are non-refundable.
6. If a student breaches visa conditions, resulting in studies being cancelled, there will be no refund.

7. If the Institute cancels the course. 100% of fees paid will be refunded. (This includes the tuition fees, accommodation fee, Overseas Student Health Cover fees, Enrolment Application Fee, accommodation arrangement fee and airport pickup service fee)
8. The Institute is not responsible for the agency fee you paid to the Education Agency (EA).
9. When a refund is applicable, and the student has paid the course fee through an agent, the commission deducted from the course fee by the EA will be refunded by the EA as part of the total refund.
10. The Institute is only responsible for the refund of the commission received by the student's EA.
11. To request a refund, the student will need to complete the Refund Request Form. The request will be processed within 4 weeks from the date of application.
12. Any arrangement fee (including arrangements for Accommodation, Airport Transfers and Homestay fees) are non-refundable after the arrangement has been made.
13. Tuition fees will not be transferred to other educational institutions except in exceptional circumstances and at the discretion of the PEO.
14. Refunds may be made to an immediate family member in the instance that a student has been non-contactable for at least 6 months or in the event of the student's death.
15. If ANE College is unable to offer a refund or place the student in an alternative course, the student will be referred to the Tuition Protection Service (TPS) administrator. TPS Administrator will place the student in a suitable alternative course or if a suitable alternative course cannot be offered, TPS Administrator will pay the student a refund as calculated by ESOS legislation. Further information about TPS is available from www.tps.gov.au
16. This policy may be waived by the Institute in exceptional circumstances at its absolute discretion and the decision of the Institute is final.
17. If a student disagrees with this process, they have the right to submit a Complaint and Appeal Form to appeal the decision.
18. This agreement, 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.

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).
Student withdraws more than 10 weeks before the commencement of the course	Application fee not refunded. Refund of all other fees and charges.
Student withdraws less than 10 weeks but more than 6 weeks before the commencement of course	Application fee not refunded. Refund of 70% of all other fees and charges.
Student withdraws less than 6 weeks but more than 4 weeks before the commencement of course	Application fee not refunded. Refund of 50% of all other fees and charges.
Student withdraws less than 4 weeks but more than 2 weeks before the commencement of course	Application fee not refunded. Refund of 30% of all other fees and charges.
Student's visa is cancelled before or after the Commencement of course	No refund.
Student withdraws his/her student visa application from Department of Home affairs (approved/disapproved by ANE College) before or after Commencement of a course or packed course.	No refund: Paid Course tuition and non-tuition fees for the course withdrawn from and any subsequent package courses.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund.
Student withdraws after commencement.	No refund.
Student's enrolment is cancelled due to disciplinary action.	No refund.
Student breaches a visa condition.	No refund.
The student has supplied bogus, false, incorrect or misleading information causing ANE College	No refund.

Circumstance	Refund due
to withdraw the offer of the course prior to commencement.	
Student defers enrolment and commencement date	Tuition fees will be held by ANE College until course commence date. If student does commence the course after deferment-No refund.
Student provides ANE College with bogus, false, incorrect, or misleading information during the time of application/enrolment.	No refund.
Student's visa is refused by Department of Home Affairs due to submission of bogus, false, incorrect, or misleading information and documents during the process of visa application.	No refund.
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 before the agreed starting day because of the visa refusal.	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.
The student is refused a visa and has already commenced their course.	The total amount of all course fees (tuition and any non-tuition fees) received for less whichever is the lower amount of 5% of the total amount of the fees or the sum of \$500.
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.	
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Refund Procedures

1. Student completes a Refund Request Form and emails the form to **accounts@ane.edu.au**
2. The details on the Refund Request Form are reviewed by the Academic Manager
3. Refunds are made within 4 weeks (20 working days) from the date the Refund Request Form being submitted, if approved
4. The Refund payment receipt will be kept on the student file

Recovery of Fees

If fees are not paid in full by the end of course delivery as per the payment schedule supplied at enrolment no Certificate will be issued and ANE College will be forced to use Debt Recovery Services.

Appeals

Students can choose to appeal any decision made by ANE College in relation to refunds in accordance with the Appeals Policy and Procedure. Students are advised that the agreement and the availability of complaints process does not remove the right of student to take action under consumer protection law.