



Refund Policy and Procedure (Domestic)

Purpose

The purpose of this policy is to describe requirements regarding refund of Unused-Tuition Fees and other fees for all domestic students associated with government subsidised training or full fee paying and to set out financial and accountability requirements with regard to refund of fees by ACE. This policy has been developed in line with the requirements 2018 VET Funding Contract and skills first program 2018 Guidelines about Fees. ACE reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations

ACE will supply each individual with a clear refund policy *prior* to enrolment (through Student Agreement and Acceptance Of Offer; Website)that is fair, reasonable and covers scenarios relating to withdrawal by the student, course cancellation, closure of the RTO and any other reasonable matter and that meets the Standards for Registered Training Organisations 2015.

This policy is to be read in conjunction with the following:

- Student Engagement Prior to Enrolment Policy and Procedure - Domestic
- Recognition of Prior Learning and credit transfer Policy and Procedure
- Domestic Enrolment Flowchart
- Pre-Enrolment Form
- Enrolment Form
- 2018 Standard Fees - Domestic students
- Fees and Charges Policy and Procedure - Domestic

Scope

This policy applies to all potential Domestic learners (also referred as students or applicant) enrolling at ACE.

Definitions

Eligible Individual	Eligible Individual means an individual who is eligible for government subsidised training in accordance with the eligibility requirements set out in this VET Funding Contract and related guidelines.
Tuition Fee Gap	Difference in the Tuition fees between skills first program funded and ACE Course fees that are “directly related to the provision of a course that ACE is providing, or offering to provide, to the student”.
Enrolment Fee	Enrolment fee is the fee charged for administrative purpose for enrolling a student in the course of their choice.
Learning resource / Uniform & Equipment fee	Learning resource / Uniform & Equipment fee are non-tuition fees that are non-refundable and not directly related to tuition, and may be compulsory for the course requirements as per the industry and training package guidelines.
Unused-Tuition Fee Gap	Unused tuition fee gap that a student has paid for educational services that ACE has yet to provide to the student
Refund	An amount of Gap fees paid by the student to ACE, which is returned to the student under specific circumstances defined in this policy. A refund will only be paid to the student unless otherwise directed by the student in writing.
Written Agreement	The agreement entered to between ACE and the student, and signed by the student prior to enrolment.

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Policy and Procedure

ACE holds our students in high regard and have certain expectations of the student, to ensure ACE provides Quality Training to all potential Domestic learners (also referred as students or applicant) enrolling at ACE as per the 2018 VET Funding Contract; Skills first program 2018 Guidelines about Fees and skills first program 2018 Guidelines about determining Student Eligibility and Supporting Evidence.

All domestic students also agree through their pre-enrolment and enrolment documentation and associated policy and procedures that cancelling or withdrawing from the course enrolled may affect future training options and eligibility for further government subsidised training under the skills first program as students are eligible for 2 government subsidised courses in a calendar year, 2 courses at a time and 2 courses at the same level in my lifetime.

ACE will administer the following policy and procedure in relation to refunds of course money in the following circumstances:

I. ACE Default

ACE default occurs, in relation to a student or intending student and a course at a location, if:

(a) Either of the following occurs:

(i) ACE 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 by ACE to the student at the location at any time after it starts but before

it is completed; and

(b) The student has not withdrawn or cancelled before the default day

(c) The course is not provided in full to the student because a sanction has been imposed on ACE or any other reason

Note: An exception to this rule applies if ACE fails to start to provide the course, or the course ceases to be provided to the student because the student

(i) Failed to pay an amount he/she was liable to pay to ACE;

(ii) Misbehaviour or misconduct by the student

II. Student Default

Student default occurs, when the student is in breach of the agreement with ACE where the student has paid a fee. This means that the student defaults 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 to provide the course to the student at the location because of one or more of the following events:

(i) the student has failed to pay an amount they were liable to pay to ACE, directly or indirectly, in order to undertake the course;

(ii) misbehaviour or misconduct by the student.

Course Deferral or Cancellation (ACE Initiated)

- ACE may defer or cancel a student's enrolment in accordance with the Withdrawal or Cancellation of Student Enrolment Policy and Procedure.

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- At its discretion, ACE may defer the commencement date, cancel or vary a course prior to course commencement. In the event of deferral or cancellation before course commencement, ACE will refund fees as per the Refund table provided on **Page 3** and the student agrees that there shall be no further entitlement to damages whatsoever.

Course Withdrawal or Cancellation (Student Initiated)

- Students may withdraw or cancel their course in accordance with Withdrawal or Cancellation of Student Enrolment Policy and Procedure.
- In the event of a withdrawal or cancellation before course commencement, ACE will refund fees in accordance with this policy and the refund amount as per the Refund table provided on **Page 3**.

Student Rights include:

- To receive, before enrolling, current and accurate information about the courses, fees, modes of study and other information from ACE and ACE's agent.
- To sign a written agreement with ACE before or as you pay your fees, setting out the services to be provided, fees payable and information about refunds of course money. You should keep a copy of your written agreement.
- ACE provides you with the right to know:
 - How to use ACE's Student Support Services;
 - Who the contact officers are ;
 - If you can apply for Recognition of prior learning - formal (credit);
 - When your enrolment can be withdrawn or cancelled;
 - What ACE's requirements are for satisfactory progress in the courses you study
 - Evidence of participation (attendance) requirements for your courses; and
 - How to use ACE's complaints and appeals process.

REFUND TABLE

Fee Refund Conditions	Refund Applicable
Enrolment Fee	No refunds
Learning Resources Fees	No refunds
Uniform & Equipment Fees	No refunds
Withdrawal at least 10 weeks prior to agreed start date	Full refund of Pre-paid Gap Tuition Fees only
Withdrawal at least 4 weeks prior to agreed start date	75% refund of Pre-paid Gap Tuition Fees only
Withdrawal less than 4 weeks prior to agreed start date	50% refund of Pre-paid Gap Tuition Fees only
Withdrawal after course start date	No refunds
In case of ACE default: under the following circumstances: i. The course does not begin on the agreed commencement date; or, ii. The course ceases to be provided at any time after it commences but before it is completed; or, iii. The course is not provided in full to the student because a sanction has been imposed on ACE or any other reason	Full refund of Pre-paid Gap Tuition Fees only



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Process for Claiming Refunds

1. Refund applications must:
 - i. Be made in writing via the Refund Request Form; and
 - ii. Set out the reasons for the application; and
 - iii. Be accompanied by supporting documents as may be appropriate; and
 - iv. Be forwarded to: Chief Executive Officer Australian Careers Education Pty Ltd 347-351 Victoria Street, Brunswick, Victoria, Australia 3056
2. The information provided by the Student on the Refund Request Form must include:
 - i. The date of the claim;
 - ii. The Student's full name;
 - iii. The course in which the Student was enrolled;
 - iv. The basis for making the claim;
 - v. The amount claimed;
 - vi. The address to which the refund is to be forwarded;
 - vii. The Student's payment details;
 - viii. The Student's signature, and
 - ix. All documents relevant to the consideration of the claim.
3. Refund applications will not be processed where the signature on the Refund Request Form does not match the Student's signature as shown on other documents provided by the Student for admission to ACE.
4. A Refund Calculation Statement will be prepared in accordance to the Refund table on **Page 3** and forwarded to the Student.
5. All debts owing to ACE are to be deducted from any refund.
6. In case of ACE's Default ACE will automatically refund the amount within 4 weeks where:
 - i. the Course does not start on the agreed starting date; or
 - ii. the ACE stops the Course after it starts and before it is completed; or
 - iii. the Course is not provided fully to the Student because ACE has a sanction imposed by a government regulator, and the Student has requested a full refund of fees rather than placement in an alternate course, the refund of fees will be paid in full to the Student within 2 weeks.
7. Where a Student is dissatisfied with a decision to provide or not to provide a refund he or she may appeal that decision in accordance with the ACE's Complaints and Appeals Policy and Procedure.
8. This policy, 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.

Access to Complaints and Appeals

Students who believe they have been charged an incorrect fee or given an incorrect refund and as per the student's written agreement with ACE, the student is entitled to access ACE's complaints and appeals process which does not remove the right of the student to take action (and to pursue other legal remedies) under the Australia's consumer protection laws.

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