



REFUND POLICY AND PROCEDURE (DOMESTIC)

Purpose

This policy and procedure is designed to ensure ACE complies with the 2023 Standard VET Funding Contract – Skills First Program, 2023 Guidelines about Fees; Skills Quality Charter Principle 3 – Informed Choice, VET Quality Framework and the Standards for Registered Training Organisations (RTOs) 2015 which states:

- “Accurate and accessible information about an RTO, its services and performance is available to inform prospective and current learners and clients.” (Standard 4)
- “Each learner is properly informed and protected “. (Standard 5)
- “Students make an active and informed choice of course and training provider” (Principle 3 - Informed choice)

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

- Student Engagement Prior to Enrolment Policy and Procedure (Domestic)
- Formalisation of Enrolment Policy and Procedure (Domestic)
- Recognition of Prior Learning and credit transfer Policy and Procedure
- 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

Department	means the State of Victoria acting through the Department of Education and Training (or its successor).
Eligible Individual	Eligible Individual means an individual who is eligible for government subsidised training in accordance with the eligibility requirements set out in the Skills First Funding Contract and related guidelines.
Enrolment Fee	Enrolment fee is the fee charged for administrative purpose for enrolling a student in the course of their choice.
Fee Concession	means a concession on tuition fees granted, or to be granted, in circumstances where this Contract or the Guidelines About Fees specify that the Training Provider must grant a concession on tuition fees to a Skills First Student.
Fee Concession Contribution	means the contribution to be paid by the Department to the Training Provider when the Training Provider grants a Fee Concession to a Skills First Student, as detailed in Clauses 11.5 and 11.6 of Schedule 1 of this Contract.
Fee Waiver	means a waiver of tuition fees granted, or to be granted, in circumstances where this Contract or the Guidelines About Fees specify that the Training Provider must not charge a tuition fee, or where the Department otherwise directs that a tuition fee must not be charged, to a Skills First Student.
Fee Waiver Contribution	means the contribution to be paid by the Department to the Training Provider when the Training Provider grants a Fee Waiver to a Skills First Student, as detailed in Clauses 11.7 and 11.8 of Schedule 1 of this Contract.

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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.
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.
Statement of Fees	means a document for each Skills First Student that sets out fee and other information required by the National RTO Standards and the Guidelines about Fees.
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”.
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
Written Agreement	The agreement entered to between ACE and the student, and signed by the student prior to enrolment.

Policy

This policy describe the requirements regarding refund of Unused-Tuition Fees and other fees for all Domestic students associated with Government Subsidised Training or Full Fee paying and also to set out financial and accountability requirements with regard to refund of fees by ACE.

1. ACE will provide each individual with a clear refund policy *prior* to enrolment (through Letter of Offer & Statement of Fees Acceptance Agreement) and through ACE’s Website.
2. ACE shall ensure its Refund Policy is fair, reasonable and covers scenarios relating to withdrawal by the student, program cancellation, closure of ACE and any other reasonable matter and that it meets the requirements of Standards for Registered Training Organisations 2015.
3. ACE will provide information regards to Fees and Charges and Refund prior to enrolment. All Eligible Individual prior to enrolment shall agree through their Pre-enrolment and Enrolment documentation and associated policy and procedures that cancelling or withdrawing from the course they are enrolled may affect future training options. This may reduce their ability to access such funding in the future 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 skill sets in a calendar year, and 2 courses at a time.
4. ACE will notify learners when any change occurs that may affect the services ACE is providing them. This includes:
 - a change in ownership of ACE, and/or
 - any changes to, or new third-party arrangements ACE puts in place, for the delivery of services to those learners.
5. ACE reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations.

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Procedure

ACE will administer the following procedure in relation to refunds of Tuition Fee Gap in the following circumstances:

1.0 ACE Default

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

- 1.1 Either of the following occurs:
 - a. ACE fails to start to provide the course to the student at the location on the agreed starting day;
 - b. 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
- 1.2 The student has not withdrawn or cancelled before the default day
- 1.3 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

2.0 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:

- 2.1 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
- 2.2 the student withdraws from the course at the location (either before or after the agreed starting day); or
- 2.3 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.

3.0 Course Deferral or Cancellation (ACE Initiated)

- 3.1 ACE may defer or cancel a student's enrolment in accordance with the Withdrawal or Cancellation of Student Enrolment Policy and Procedure.
- 3.2 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 below and the student agrees that there shall be no further entitlement to damages whatsoever.

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4.0 Course Withdrawal or Cancellation (Student Initiated)

- 4.1 Students may withdraw or cancel their course in accordance with Withdrawal or Cancellation of Student Enrolment Policy and Procedure.
- 4.2 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 below.

5.0 Student Rights include but not limited to:

- 5.1 Prior to enrolment receive current and accurate information about the courses, fees, modes of study and other information from ACE.
- 5.2 To sign and agree to Terms and conditions as per the Letter of Offer & Statement of Fees Acceptance Agreement with ACE before commencing training or while paying any fees. The agreement sets out the services to ACE will provide, fees payable and information about refunds. Student should keep a copy of the agreement for their own records.
- 5.3 ACE provides the students 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 requirements for your courses; and
 - How to use ACE’s complaints and appeals process.

6.0 Refund Table

Fee Refund Conditions	Refund Applicable
Enrolment Fee	No refunds
Learning Resources Fees	No refunds
Uniform & Equipment Fees (if applicable)	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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7.0 Process for Claiming Refunds

7.1 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

7.2 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.

7.3 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.

7.4 A Refund Calculation Statement will be prepared in accordance to the Refund table on **Page 4** and forwarded to the Student.

7.5 All debts owing to ACE are to be deducted from any refund.

7.6 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
- iv. 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.

7.7 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.

7.8 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.

Responsibilities

- CEO
- Compliance Officer
- Finance Officer
- Office Administrator

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Relevant Forms / Record Keeping

- Pre - Enrolment Form
- Pre - Enrolment course flyers for relevant course
- Skills Quality Charter (Principle 3 - Informed Choice)
- Enrolment Form
- Domestic Enrolment Flowchart
- Letter of Offer & Statement of Fees Acceptance Agreement
- 2023 Standard Fees - Domestic students
- Enrolment Checklist - Domestic students

Version History

Version	Date	Description of changes
5.0	20.02.2023	Updated document to reflect contract reference document, and contract changes (eligibility requirements).
4.0	17.01.2022	Updated document to reflect contract changes, add Version History section and other minor changes.
3.0	01.01.2021	Currently released version