



## REFUND POLICY AND PROCEDURE (INTERNATIONAL)

### Purpose

This policy and procedure describes the commitment of ACE to manage fees and refunds in a fair and equitable way, whether it is triggered by ACE default or student default. This policy and procedure also aims to describe and inform the circumstances under which students may claim a refund and the associated procedures for handling refunds.

### Scope

This policy and procedure applies to all overseas students enrolled in ACE and relevant staff involved in the enrolment and student support processes.

### Definitions

<b>Course Fee</b>	<p>Money that ACE receives, directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• An overseas student or intending Overseas student; or</li> <li>• Another person who pays the money on behalf of an overseas student or intending overseas student.</li> </ul> <p>Course fees = tuition fees + non-tuition fees received by the provider in respect of the overseas student) as extracted from Explanatory Guidance on the Education Services for Overseas students (Calculation of Refund) Specification 2014 (Total Course Fee = Enrolment Fee + Tuition Fee + Non-Tuition Fee)</p>
<b>Enrolment Fee</b>	a non-refundable fee covering the cost of registration. The Enrolment Fee is subject to change.
<b>Non-Tuition Fees</b>	cover other items not directly related to tuition and may be compulsory or discretionary.
<b>Prepaid Fees</b>	sometimes referred to as 'fees collected in advance', means fees collected before the relevant services have been provided. This is the fee payable, as set out in the Student Acceptance Agreement, to make an application to study a Course at ACE.
<b>Statement of Fees</b>	an itemised list of all fees and materials, and any other charges incurred as a requirement for the course
<b>Tuition Protection Service (TPS)</b>	<p>The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students, whose education providers are unable to fully deliver their course of study. The TPS ensures that these students are able to either:</p> <ul style="list-style-type: none"> <li>• complete their studies in another course or with another education provider or</li> <li>• receive a refund of their unspent tuition fees</li> </ul>
<b>Tuition Fees</b>	<p>Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or 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 overseas student".</p> <p>Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:</p> <ul style="list-style-type: none"> <li>• tutorials and tutoring sessions</li> </ul>

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- 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.

### Policy

#### 1.0 Provider Default

- 1.1 ACE shall process a Refund for an overseas student or intending overseas student where ACE has defaulted and the student was not able to withdraw before the default day. Default can either be that:
- 1.1.1 ACE fails to start to provide the course to the student at the location on the agreed starting day; or
  - 1.1.2 the course ceases to be provided to the student at the location at any time after it starts but before it is completed.
  - 1.1.3 ACE is prevented from providing a course at a location because a sanction has been imposed on it.
- 1.2 ACE shall notify, in writing, its ESOS Agency and the TPS Director of the default within 3 business days of the default occurring. The notice shall include:
- 1.2.1 the circumstances of the default;
  - 1.2.2 the details of the students in relation to whom the provider has defaulted;
  - 1.2.3 advice as to:
    - 1.2.3.1 whether the provider intends to discharge its obligations to those students; and
    - 1.2.3.2 (if appropriate) how the provider intends to discharge those obligations.
- 1.3 ACE shall likewise notify the student in writing in case of default by itself.
- 1.4 ACE shall discharge its obligations to the students within the period of 14 days after the default day, and if:
- 1.4.1 Both of the following apply:
    - 1.4.1.1 ACE arranges for the student to be offered a place in an alternative course at ACE's expense
    - 1.4.1.2 the student accepts the offer in writing
  - 1.4.2 ACE provides a refund of the amount of unspent tuition fees received in respect of the student; the amount is worked out in accordance with the specified legislative instrument, if any.
- 1.5 ACE shall notify its ESOS agency and the TPS Director of the outcome of the discharge of obligations within 7 days after the end of the obligation period. The notice shall include:
- 1.5.1 if the provider arranged alternative courses:
    - 1.5.1.1 details of the students the provider arranged alternative courses for; and
    - 1.5.1.2 details of the courses arranged; and
    - 1.5.1.3 evidence of each student's acceptance of an offer of a place in an alternative course;
  - 1.5.2 if the provider provided refunds:

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1.5.2.1 details of the students the provider provided refunds to; and

1.5.2.2 details of the amounts of the refunds provided.

### 2.0 Student Default

- 2.1 ACE shall consider the student to have defaulted 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 (either before or after the agreed starting day); or
  - ACE 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 ACE, directly or indirectly, in order to undertake the course;
    - the student breached a condition of his or her student visa;
    - misbehaviour by the student
- 2.2 The student is not considered to have defaulted in relation to a course at a location if the student does not start that course because ACE defaults in relation to the course at the location.
- 2.3 In case of misbehaviour by the student, ACE shall accord the student natural justice before refusing to provide, or continue providing, the course to the student at the location. Refer to
- 2.4 ACE shall process a Refund for an overseas student or intending overseas student in accordance with the written agreement entered into with the student prior to enrolment. The written agreement shall set out the refund requirements that apply if the student defaults in relation to a course at a location.
- 2.5 ACE shall provide a refund of the amount of unspent tuition fees received in respect of the student; the amount is worked out in accordance with the specified legislative instrument, if any.
- 2.6 ACE shall pay the refund to, either:
- The student; or
  - A person (other than the student) specified in the written agreement to receive any refund
- 2.7 ACE shall pay the refund within the period of 4 weeks after receiving a written claim from the student – completed and signed Refund Request Form together with appropriate supporting documents.
- 2.8 ACE shall not be required to provide a refund if:
- The student was refused a student visa; and
  - The refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:
    - the student's failure to start the course at the location on the agreed starting day;
    - the student's withdrawal from the course at that location;
    - the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.

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- 2.9 ACE shall notify its ESOS agency and the TPS Director of the outcome of the discharge of obligations within 7 days after the end of the obligation period. The notice shall include:
- whether the provider provided a refund;
  - details of the student the refund was provided to;
  - details of the amount of the refund provided.

### Procedures

#### 1.0 Total Refund

- 1.1 Tuition fees and any Application fees will be refunded in full where ACE defaults due to the following:
- 1.1.1 The Course does not start on the agreed starting date which is notified in the Letter of Offer;
  - 1.1.2 The Course is not provided fully to the Student because ACE has a sanction imposed by a government regulator; or
  - 1.1.3 An offer of a place is withdrawn by ACE and no incorrect or incomplete information has been provided by the Student.
- 1.2 In the event that ACE is unable to deliver the Course in full; the Student will be offered a refund of all the Course Money paid by the Student to date for that Course. The refund will be paid within 14 days of the day on which the Course ceased to be offered.
- 1.3 Alternatively, the Student may be offered enrolment in an alternative course by ACE at no extra cost. The Student has the right to choose whether to seek a full refund of Course Money, or to accept a place in another course. If the Student chooses placement in another course, ACE will ask the Student to sign a document to indicate acceptance of the placement.
- 1.4 Tuition fees, less any Enrolment fee, will be refunded in full where the Student defaults due to the following:
- 1.4.1 Illness or disability prevents a Student from taking up the course;
  - 1.4.2 Prior to the commencement of a term, the Student has been excluded from ACE for failure to meet progression rules and where fees were paid in advance of notification of the exclusion;
  - 1.4.3 There is death of a close family member of the Student (parent, sibling, spouse or child); or
  - 1.4.4 Other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the CEO of the ACE, or his or her nominee, as preventing a Student from taking up the course.

#### 2.0 Partial Refund

- 2.1 If ACE defaults, a refund of tuition fees received by ACE will be issued to the student based on the following calculations under **Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014**:

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

**Weeks in default period** = number of calendar days from the default day to the end of the period to which the payment relates / 7

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**Refund amount** = weekly tuition fee × weeks in default period

- 2.2 If ACE is unable to deliver the course in full, the student will be offered a refund of any Tuition Fees paid in advance which corresponds to the portion of tuition for which the student has paid, but has not yet been delivered or assessed by ACE.
- 2.2.1 ACE will either offer the student an alternative place which is acceptable to the student, or the appropriate refund amount.
- 2.2.2 Following default, ACE will fulfil its obligations to all affected students within 14 days.
- 2.2.3 In the event that ACE does not satisfy this obligation, the TPS Director will facilitate access for the student to course placement. The partial refund amount will be calculated in accordance with the TPS model and will be used by TPS to place the student in an alternative course.
- 2.3 Where an Application for Refund is made, the Student must provide at the time of making the application, documentary evidence to the satisfaction of ACE in support of one or more of the grounds listed in Total Refunds Items 1.4.1 – 1.4.4.
- 2.4 In the event that the student withdraws from studies prior to the commencement of Course and notifies ACE, the following Refund conditions will apply:
- 2.4.1 Notification of Withdrawal at least 10 weeks prior to agreed start date will merit a full refund less enrolment fee. (Note: Enrolment fee is non-refundable.)
- 2.4.2 Notification of Withdrawal at least 4 weeks prior to agreed start date will merit a 70 % refund less enrolment fee. (Note: Enrolment fee is non-refundable.)
- 2.4.3 Notification of Withdrawal less than 4 weeks prior to agreed start date will merit 60% refund less enrolment fee. (Note: Enrolment fee are non-refundable.)
- 2.5 In the event that the student fails to start a course due to visa refusal and the student notifies ACE, a Refund of tuition fees received by ACE will be issued to the student based on the following calculations as per **Section 9 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:**

Total course fee\* minus the lesser of:

(i) 5% of the amount of course fees received by ACE before the default day, or

(ii) \$500

(\*Course fees = tuition fees + non-tuition fees received by ACE in respect of the student)

- 2.6 In the event that the student commences a course and subsequently has his/her visa refused, then the student notifies ACE to withdraw from the course, a Refund of tuition fees received by ACE will be issued to the student based on the following calculations as per **Section 10 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:**

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

**Weeks in default period** = number of calendar days from the default day to the end of the period to which the payment relates / 7

**Refund amount** = weekly tuition fee × weeks in default period

### 3.0 No Refund

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- 3.1 No Refund will be provided to the student under the following circumstances:
- 3.1.1 Deferral from a Course more than 20 working days after the commencement of a term.
  - 3.1.2 Enrolment is either suspended or cancelled by ACE for whatsoever reason during a term, including but not limited to misbehaviour or non-payment of fees to ACE.
  - 3.1.3 Withdrawal from the course after the agreed start date.

### 4.0 Student Requirements for Refund

- 4.1 For students to ensure that they will get the right amount of Refund, ACE will advise them to have the following documents ready:
- The student agreement with ACE;
  - Original receipts for tuition fees pre-paid to ACE;
  - Bank statements; and
  - Other relevant correspondence, which identifies the amount of prepaid fees paid (e.g. an email or SMS between ACE and the student).
- 4.2 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 ACE or their agent and ask for a copy.
- 4.3 After reading their agreement, if they still believe that they are entitled to a refund, they should contact ACE in writing seeking a refund.
- 4.4 If the refund is desired to be made payable to any other party other than the overseas student identified in the written agreement, the student may choose either EFT or Telegraphic Transfer, specifying the Account Name of the individual/entity the refund is desired to be made payable to.
- 4.5 If a student is not satisfied with the outcome of ACE's refund decision, they can contact TPS. In this case, they will be required to provide TPS with documents (such as the outcome letter of ACE's refund decision) to support their claim for a refund.

### 5.0 Process for Claiming Refund

- 5.1 Refund applications for full or partial refunds must:
- a. Be made in writing via the Refund Request Form; and
  - b. Set out the reasons for the application; and
  - c. Be accompanied by supporting documents as may be appropriate; and
  - d. Be forwarded to:  
*Chief Executive Officer  
Australian Careers Education Pty Ltd  
347-351 Victoria Street,  
Brunswick, Victoria, Australia 3056*
  - e. Be authorised by the CEO / Compliance Officer or his/her nominee.
- 5.2 The information provided by the Student on the Refund Request Form must include:
- a. The date of the claim;
  - b. The Student's full name;
  - c. The course in which the Student was enrolled;
  - d. The basis for making the claim;

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- e. The amount claimed;
  - f. The address to which the refund is to be forwarded;
  - g. The Student's payment details;
  - h. The Student's signature, and
  - i. All documents relevant to the consideration of the claim
- 5.3 The date of the notification for application for refund is the date the completed and signed Application for Refund is received by ACE.
- 5.4 Refund applications will not be processed if 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.
- 5.5 A Refund Calculation Statement will be prepared and forwarded to the Student and any refund will normally be made in the currency of the student's country of permanent residence and payable in that country. Exceptions include non-tradable currencies (where the refund would normally then be paid in AUD) or payment to another Australian educational institution. ACE accepts no responsibility in respect of any foreign exchange rate fluctuations.
- 5.6 The funds covering the tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc).
- 5.7 All debts owing to ACE are to be deducted from any refund.
- 5.8 If ACE has arranged the application and issuance of the Overseas Student Health Cover (OSHC) of the student with an OSHC provider, ACE will assist the student to request for a refund with the OSHC provider, as per student's request.
- 5.9 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.
- 5.10 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.

### Legislative Context

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- National Code 2018 Standard 3
- Standards for RTOs 2015 Clause 5.3
- Tuition Protection Services
- ESOS Act 2000
- Education Services for Overseas Students (Calculation of Refund) Specification 2014

### Related Forms / Documentation

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- Letter of Offer and Statement of Acceptance Agreement
- Payment Plan and Agreement
- Enrolment Form
- Refund Request Form & Refund Calculation Statement
- Refund Register
- Pre-Enrolment Brochure
- Student Handbook
- Agent Handbook

### Related Policies and Procedures

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

- Formalisation of Enrolment Policy and Procedure
- Issuance of AQF Qualification Policy and Procedure
- Complaints and Appeals Policy and Procedure
- Fees and Charges Policy and Procedure
- Monitoring Course Progress and Attendance Policy and Procedure
- Notification of Significant Changes Policy and Procedure
- Deferment, Suspension or Cancellation of Student Enrolment Policy and Procedure

### Responsible Parties

The CEO, Compliance Manager, relevant staff and students of ACE are responsible for the use and implementation of this policy.

### Version History

Version	Date	Description of changes
5.0	30.06.2022	Updated Refund Policy and Procedure and related Refund Request Form to document the option available on who can receive a refund other than the overseas student
4.0	18.02.2022	Updated document to add Version History section
3.0	01.05.2021	Currently released version

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