1. Purpose

The purpose of this policy is to ensure that ALTEC adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give ALTEC sufficient notice, while at the same time protecting ALTEC from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

2. Scope

This policy and procedure applies to all the fees received from domestic or international students enrolled by ALTEC as well as fees received from all the prospective students who pay an advance fee when applying for a place at ALTEC.

This policy also applies to any education agents or college’s overseas offices collecting any student fees on behalf of the college.

3. Definitions

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

Study Period: A discrete period of study up to a maximum of 24 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester breaks

Tuition Fee: Covers the cost of providing the course of study and use of resources at ALTEC. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including enrolment/application fee, home stay booking fee and airport pick-up fee and costs related to equipment or training material purchases

Materials Fee: Covers the cost of learning materials and resources provided by ALTEC

Application Fee: Covers the administrative costs of enrolment

Fees: A total of tuition, materials and application fees

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

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

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

Term Start Date: Date on which an academic term commences as per ALTEC’s yearly academic program calendar. Academic program calendar is published on college’s website and also available from the college reception

Domestic Students: All those students who are:

- Australian citizens; or
- Holders of Australian permanent visas and who are resident in Australia for the duration of their enrolled studies; or
- New Zealand citizens and who are resident in Australia for the duration of their enrolled studies

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

**TPS**: Tuition Protection Scheme (enacted on 20th of March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund

### 4. Legislative Context

- National Vocational Education and Training Regulator Act 2011 (Cth)
- The ESOS Act 2000
- The National Code 2007
- ESOS Regulations 2001
- The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
- The Education Services for Overseas Students (Registration Charges) Amendment (Tuition Protection Service) Act 2012
- The Education Services for Overseas Students (TPS Levies) Act 2012
- The Australian Consumer Law 2011

### 5. Policy

**5.1** The only refundable fees are the tuition fees. Fee refunds will be based on unexpended (unused) tuition fees.

**5.2** Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing studies in that study period, any refund of tuition fees is contingent upon approval of the refund by the CEO.

**5.3** The fees and charges required to be paid to ALTEC by a student will be as specified in a signed written agreement between the student and the college that is entered into prior to the student commencing in the course(s) to which the agreement pertains.

**5.4** Fees and charges may be consolidated under a “package” if the student is enrolled in more than one course at the college.

**5.5** The types of fees and charges payable to the college by an student may include, without being limited to, the following:

- Tuition fees (including fees referred to as course or program fees)
- Materials fee
- Application fee
- Reassessment or unit re-sit fee
- Late payment fee or charges

**5.6** ALTEC does not allow its education agents to collect any tuition fees on its behalf. In exceptional circumstances where payments to an agent are approved and made under specific written instructions of ALTEC, ALTEC will treat these payments as payments made to the college. The following refund conditions and procedures will apply to all the fees whether paid directly to ALTEC or through an approved agent of ALTEC.
5.7 Full Refund of Tuition Fees

All unexpended (unused) tuition fees will be refunded in full where:

- The course does not start on the agreed starting date which is notified in the Letter of Offer;
- The course stops being provided after it starts and before it is completed;
- The Course is not provided fully to the student because the college has a sanction imposed by a government regulator; or
- An offer of a place is withdrawn by the college and no incorrect or incomplete information has been provided by the student
- A student formally withdraws from a course at least four (4) weeks prior to the agreed start date or the term start date.
- In the circumstance where an offer for admission was made to a student by ALTEC less than four weeks before the scheduled term or study period start date as per ALTEC’s academic calendar, the student will be entitled to a full refund of tuition fees if formally withdrawn before the start of the term or study period.

And in compassionate circumstances at any time where;

- A student is unable to obtain a student visa;
- Illness or disability prevents a student from taking up the course;
- There is death of a close family member of the student (parent, sibling, spouse or child); or
- Other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the CEO as preventing a student from taking up the course

The Student will have the right to choose whether to seek a full refund of the fees, or to accept a place in another course. If the student chooses placement in another course, the college will ask the student to sign a new student agreement to confirm acceptance of the placement.

5.8 Partial Refund of Fees

Partial refunds of the amounts specified below will be provided in the following circumstances:

- Where a student formally withdraws from a course less than four (4) weeks before the agreed start date or term start date, 50% of the tuition fees paid for that term or study period and any other unexpended (unused) tuition fees will be refunded.
- Where a student formally withdraws from a course less than two (2) weeks before the agreed start date or term start date, 25% of the tuition fees paid for that term or study period and any other unexpended (unused) tuition fees will be refunded.

5.9 No Refund of Fees

In certain circumstances, students will not be entitled for a refund of tuition fees. These circumstances include;

- Where a student formally withdraws from a course after the agreed start date or term start date, the student will not be entitled for a refund and will still be liable for the tuition fee for that/current term or study period.
- Leave of absence, deferral, and suspension of studies do not entitle a student for a refund of tuition fees for the duration for which such absence, deferment or suspension were effected.
- A student whose enrolment is either suspended or cancelled by the college for whatsoever reason during an enrolment period, including but not limited to misbehaviour or non-payment of fees to the college, shall not be eligible for a refund for that term.
- A Student whose visa is cancelled during an enrolment period while in Australia for any reason shall not be eligible for a refund.
- A student, who supplies incorrect or fraudulent information or document to obtain a place at the college, shall not be eligible for a refund.

5.10 Penalties for Non-payment or Late Payment of Fees

5.10.1 A late payment charge of $50 may apply where a student (or their agent in case of an international student) has not paid tuition fees by the fee due date notified to the student.

5.10.2 A student who has outstanding fees owing to the college will not be permitted further enrolment (except where any Commonwealth or State legislation or code of practice provides otherwise) and will have their academic results withheld (as such will not be eligible to graduate) until the fee debt is paid in full.

5.10.3 A student who has not paid tuition fees by the fee due date may have their enrolment cancelled at the college.

5.10.4 A student whose enrolment has been cancelled due to non-payment of fees may apply for reinstatement of the enrolment within twenty (20) days of the notice of cancellation, provided the student pays in full any outstanding amount owing to the college.

6. Procedure for Claiming Refunds

6.1 All refund claims must be submitted in writing via college’s Refund Request Form accompanied by appropriate supporting documents as specified to the college reception.

6.2 All refund applications must be made and signed in person by the student. Where it is not possible for a student to be present in person (e.g. students residing overseas or international students) to claim a refund, the student must send a scanned copy of their signed forms to the Student Admissions Officer either by email or facsimile. On receipts of email or facsimile applications, the Student Admissions Officer will verify student’s signatures on records and may also telephone the student to verify student’s identity. No refunds will be made on email or facsimile applications until the time when student’s identity has been verified.

6.3 All applications for the refund will be authorised by the Chief Executive Officer.

6.4 When an amount is refunded to an international student, ALTEC will provide the student with a statement explaining how the refund amount has been calculated.

6.5 A refund of fees in relation to an international student will be made in the same currency in which the fees were paid and be made to the party who entered into the written agreement with the college, unless that person directs the college otherwise in writing.

6.4 In normal circumstance, the college will refund the amount within four (4) weeks after receipt of the completed and signed Refund Request Form together with appropriate supporting documents.

6.5 Payments will be made to students either by cheque (domestic students) or telegraphic transfer (international students) in their nominated bank accounts.

7. Grievances and Appeals

A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the Student Complaints and Appeals Policy and Procedure.
Availability of the college’s complaints and appeals processes does not remove the right of a student or an intending student to take action under Australia’s consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

8. Responsibility

Admissions & Admin Manager has the responsibility to process the refund claims and provide the student details and fee status to CEO for approval.

CEO has the responsibility to make a final decision about all the refund claims.

CEO has the responsibility to effectively implement the policy and maintain this policy and procedure.

Any complaints or breaches in relation to this policy should be reported to the Chief Executive Officer in person or by email to: ceo@altec.vic.edu.au
Fee Refund Procedure

Refund Request Form

Check Refund Criteria and Prepare a Report

Submit to the CEO for Approval

Eligible?

Yes

Determine Refund and Notify the Student

Accepted?

Yes

Make a Refund

No

Notify Student

Accepted?

Yes

End

No

20 day Period for Appeal and Resolution

Resolved?

Yes

Provide Options for Resolution, Mediation

Refer to External Agencies for Advice

No

Refer to ALTEC’s Complaints and Appeals Policy and Procedure.