


<b>PROCEDURE</b>		
<p>Ref. to Legislative Frameworks:</p> <p><b>HESF2015: Standard 6.1, 6.2 &amp; 7.2</b></p> <p><b>SRTO2015: Standard 7.3, 7.4 &amp; 8.5</b></p> <p><b>National Code 2018: Standard 3 &amp; 13</b></p>	<b>Fee Payment and Refund Procedure</b>	
<b>Version: 10.2</b>	<p>Procedure Owner: Chief Executive Officer (CEO)</p>	<p><b>Issued on: 27/12/2017</b> <b>Review by: 27/12/2020</b></p>

### Revision History

Current Version	Description of Change	Procedure Developer(s)	Effective Date
10.2	Added reference to National Code 2018	General Manager, Operations and Risk Management	27/12/2017

## PURPOSE

This procedure describes the rules and processes for payment of fees and refunds in relation to the Courses offered by Academies Australasia Polytechnic (AAPoly).

## SCOPE

This procedure applies to payments and refunds of course fees received from overseas students or intending overseas students. Course fees include any course money collected by education agents on behalf of AAPoly. This procedure is also applicable to domestic students.

## DEFINITIONS

Student	A person over 18 years old who has signed the Student Agreement on his/her Letter of Offer issued by AAPoly whether they have commenced their studies.
Course fees	The money received by AAPoly for providing the Course to the student and includes Tuition fees and Non-Tuition fees.
Education Agent	A person or entity (whether within or outside Australia) who represents or acts on behalf of AAPoly, or purports to do so, in dealing with students or intending students.
Tuition Fees	The fees for enrolment in a Course determined by AAPoly and advised in both the Student Agreement, and the Letter of Offer attached to the Student Agreement, as being the tuition fees for the Course. The Tuition Fee is subject to change.
Non-Tuition Fees	Amounts the student has to pay other than Tuition Fees, directly or indirectly to AAPoly to undertake the course and includes: <ul style="list-style-type: none"><li>• Administration Fees</li><li>• Access Card Deposit Fees</li><li>• Material Fees</li></ul>
Administration Fee	The fee payable, if any, set out in the Student Agreement to make an Application to study the Course at AAPoly. The Administration Fee is subject to change
Fee Schedule	List of Tuition fees and Non-Tuition fees for enrolment in a Course determined by AAPoly and advised in both the Student Agreement, and the Letter of Offer attached to the Student Agreement. The Fee Schedule is updated from time to time.
Agreed Starting Date	The day on which the course was scheduled to start, or a later day agreed between the registered provider for the course and the student.

Default Day	The day on which the course ceased to be provided; or the day on which AAPoly refuses to provide, or continue providing, the course to the student.
Enrolled	Student with a valid Certificate of Enrolment (COE) and no outstanding fees.
DIBP	Department of Immigration and Border Protection

## **PROCEDURE**

### **Availability of Information**

1. Finance Manager ensures that students and relevant staff members have access to the Refund of Fees Policy and Fee Payment and Refund Procedure e.g. through AAPoly website and Student Agreement. In line with the regulatory requirements, it is crucial that this information is provided on a timely basis so that students can make informed decisions.
2. The Designated Head - Student Services (DH-SS) will file the Refund of Fees Policy and Fee Payment and Refund Procedure in the designated repository which can be accessed by all staff.
3. The DH-SS will include the Refund of Fees Policy and Fee Payment and Refund Procedure in the written agreement with each current or intending overseas student as well as domestic student.

### **Payment of Fees**

1. All course fees and charges are payable in Australian dollars in accordance with the current published Fee Schedule. Fees may change from time to time, therefore students should confirm with AAPoly prior to enrolling into a course of their choice. All students are liable for the updated fees (if changed) upon enrolment of a course. Once enrolled in a course, the course fees will remain the same for the normal duration of that course.
2. At a minimum, students must pay in full and in advance the course fees and charges applicable to the first semester for a Higher Education course, or the initial two (2) terms for a Vocational Education and Training (VET) course.

### **Non-payment of fees**

AAPoly reserves the right to take any or all the following actions should a student not pay their fees in the agreed time:

- Disable access to computers
- Bar access to classroom
- Bar access to examinations
- Withhold transcripts, certificates and other documents
- Suspend or dismiss the student from AAPoly
- Collect a late payment fee on the amount outstanding
- Pursue legal actions to recover debt

### **Late Payment of Fees**

Students must pay the fees by the enrolment date of each semester. Failure to pay fees by the enrolment date may incur a financial penalty. For every one (1) day late after the due date for payment, the students will incur a late payment fee of \$10 until the fees are paid in full.

### **Refunds**

1. Any request for refund must be forwarded in writing to AAPoly, addressed to the DH-SS using the Withdrawal Form and Credit/Refund Form. The student requesting the refund must sign the form.
2. If the student is going to withdraw from his/her enrolled program, he/she must obtain the approval from the Head of relevant Academic Department and send the approved Withdrawal Form together with the Credit/Refund Form to DH-SS within ten (10) working days of notification of withdrawal from the course.
3. AAPoly will pay the refunds within 20 working days after receiving from the student the Credit/Refund Form complete with all the relevant supporting documents. A statement explaining how the refund was calculated will accompany the payment to the student. Refunds will not be processed if supporting documentation is incomplete.
4. Circumstances where a refund may be approved:
  - a. Visa refusal;
  - b. Approved withdrawal from all studies;
  - c. Illness or disability that prevents the student from taking up the course;
  - d. A student fails to meet entry requirements for admission to the course;
  - e. Extenuating circumstances that are accepted at the discretion of the CEO as preventing a student from commencing or completing the course.
5. Where a refund is due, course fees paid will be refunded and they will be calculated per the Fee Payment and Refund Procedure, less:
  - a. Any cost incurred to recruit the students (if applicable)
  - b. Any non-refundable fees
6. Refunds will be paid to the student, unless a written authorization is given by the student in favour of another party. 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 USD) or payment to another Australian educational institution in Australian dollar. AAPoly is not liable for any variance from fluctuation of foreign exchange rates.

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 Complaints and Appeals Policy and Procedure.

### **No Refunds**

No refund will be given for the following:

- a. Money paid by the student to the education agent, which does not constitute course fees and charges by AAPoly.
- b. Money paid by the student to the education agent or any other parties intended for AAPoly for course fees charged by AAPoly but not receipted by AAPoly
- c. Administration fees or any non-refundable fees such as Higher Education program application fees, eCOE fees, accommodation placement fees, airport pick-up fees and any fees other than tuition fees, unless specified otherwise.
- d. Any amount received by AAPoly that AAPoly has paid, on behalf of the student, to a private health insurer (within the meaning of the Private Health Insurance Act 2007)
- e. Fees used to purchase goods and services from other service providers (i.e. textbooks, materials, etc.).
- f. Any scholarship or promotional amount discounted or provided by AAPoly

### **Student Default**

A student is not eligible for a refund in the event of a student default.

Situations of student default include the following:

- a. The student fails to pay an amount he/she was liable to pay AAPoly, directly or indirectly, to undertake the course
- b. The student breaches a condition of his/her student visa
- c. The student fails to start the course on the agreed starting day or attend classes and fails to inform AAPoly in writing
- d. Misbehaviour by the student; or
- e. The student withdraws from the course after course commencement.

### **Defaults by AAPoly**

1. Tuition fees and any administration fees will be refunded in full where:
  - a. The course does not start on the agreed starting day; or
  - b. The course ceases to be provided at any time after it starts but before it is

- completed; or
- c. The course is not provided in full to the student because of a sanction has been imposed on AAPoly by the authorities; and the student has not withdrawn before the default day.
2. In the unlikely event that AAPoly is unable to deliver the course in full, AAPoly will notify the Tuition Protection Service (TPS) Director within three (3) working days of the 'Provider default' situation and will have a period of ten (10) working days to satisfy its tuition protection obligations in relation to affected students.
- a. The student will be offered a place in a suitable alternative course at AAPoly or another provider, at no extra cost to the student, or will be provided with a refund of all unexpended prepaid Tuition fees. The refund will be paid to the student within ten (10) working days from which the course ceased being provided. The refund will be paid directly to the student or another person who has been authorized by the student in writing.
  - b. The student has the right to choose whether to receive a refund of the unexpended prepaid Tuition fees, or accept a place in another course at AAPoly or at another provider.
3. If AAPoly is unable to provide a refund or placement in an alternative course, or if it appears to the TPS Director that AAPoly is unlikely to satisfy its tuition protection obligations, the student will have access to an on-line placement facility under the TPS. If a student requires any assistance with the placement process, a TPS Administrator or service provider will be available to help the student to place them in a suitable alternative course. If this is not possible, they will be eligible for a refund as calculated by the TPS Director.

### **Visa refusal**

1. Where a visa application is refused before commencement of the course, fees received in advance in respect to Overseas Student Health Cover (OSHC) and accommodation will be refunded in full. Fees received in respect to the course will be refunded *less* the following amount:           The lesser of:
  - a. 5% of the total amount of course fees received; or
  - b. The sum of \$500
2. Where a visa application is refused after commencement of the course, the student will be refunded the unspent portion of the tuition fees paid in advance.

In both circumstances, the student must show proof of refusal and evidence of payment to AAPoly.

### **Withdrawal from course of study**

Notification of withdrawal from a course of study must be made in writing and signed by the student. A withdrawal administration fee of \$250 must be paid for every withdrawal request submitted. There is no refund after commencement of course. Refund for any withdrawal before a course commences will be calculated based on the date the notice of withdrawal form and refund form complete with all relevant documentation were received by AAPoly and will be as indicated in the following tables:

#### ***Before commencement of course***

More than four (4) weeks before course commencement	70% refund of course fees paid  (For Bachelor of Tourism and Hospitality Management: 70% refund of course fees paid less \$3,000 non-refundable tuition fees)
Four (4) weeks or less before course commencement	50% refund of course fees paid  (For Bachelor of Tourism and Hospitality Management: 50% refund of course fees paid less \$3,000 non-refundable tuition fees)

### **RESPONSIBILITIES**

- The Finance Manager is responsible for developing, maintaining and disseminating this procedure and its underpinning policy to the respective Heads of Academic Departments, the Academic Dean, Marketing Managers and the Finance team.
- The Finance Manager processes and approves a student's request for refund.
- The DH-SS issues the Confirmation of Enrolment (COE) and enrolls students. He/she liaises with the DIBP on student visa matters (including breaches) and performs all compliance reporting in accordance with the TPS guidelines.
- Heads of Academic Departments and Academic Dean are responsible for ensuring they understand this procedure and its associated policy. They review and approve the requests from students to withdraw from a course. This comprehension will enable them to provide accurate advice to existing students who may wish or need to withdraw from their current studies at AAPoly.
- Marketing Managers are responsible for ensuring that the agents and prospective students are aware of and understand this procedure and its underpinning policy.

### **FEEDBACK**

Queries or comments about this procedure should be emailed to the Finance Manager through [finance@aapoly.edu.au](mailto:finance@aapoly.edu.au). The Finance Manager will respond in writing within two weeks from the receipt of the email, unless an immediate response is required.

## References

Source	Document Title	Version/Date
Internal	AAPoly Code of Conduct for Staff	v. 5.0 (Jan. 2015)
	AAPoly Refund and Fees Policy	v. 8.3/27122017
	AAPoly Student Agreement	Current version
	AAPoly Student Handbook	v. 17.0/21122017
	Academies Australasia Group Corporate Governance Statement	Annual Report 2016/2017 on <a href="http://www.academies.edu.au">www.academies.edu.au</a>
External	ASQA Standards for Registered Training Organisations	2015
	Higher Education Standards Framework	2015
	National Code of Practice for Providers of Education and Training to Overseas Students	2018