

International Student Fee Refund (VET)

Policy & Procedure

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1. PURPOSE

The purpose of the International Student Fee Refund Policy and Procedure is to specify how AFTT will manage the full and partial refunds of the tuition fees to international students.

2. SCOPE

The International Student Fee Refund Policy and Procedure applies to all international students enrolled in or seeking a place in a course provided by AFTT.

3. DEFINITIONS

All definitions are located in the *AFTT Glossary*.

4. POLICY

- 4.1. AFTT provides international students with transparent and readily accessible information about fees and fee refunds.
- 4.2. Tuition fees for international students are set, both for the study period rate and indicative total course cost and published on the AFTT website.
- 4.3. Tuition fees for international students are subject to annual review and approval by the Chief Executive Officer, Director of Finance and Operations and Director of International Services.
- 4.4. Schedule of Tuition Fee Refunds for international students are set out in the *Appendix 1 – Schedule of Tuition Fee Refunds*.
- 4.5. If the Academy fails to start delivery of a course on the agreed starting date or ceases to deliver the course before it is completed, it may, instead of giving a refund, arrange for the student to be offered a place in an alternative course that is acceptable to the student at no additional expense.
 - 4.5.1 If the Academy fails to place the student in an alternative course or give a refund of any unused pre-paid tuition fees, students may be assisted by the Tuition Protection Service (TPS).
 - 4.5.2 Tuition Protection Service (TPS) will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund to be determined by the Tuition Protection Service (TPS).
 - 4.5.3 The refund will be the amount of unexpended pre-paid tuition fees which the student has paid but which has not been delivered or assessed.
Further information on this matter can be found at:
<https://tps.gov.au/StaticContent/Get/StudentInformation>.
- 4.6. There will be no refunds for any monies received by the Academy on behalf of the student for services other than tuition fees.
 - 4.6.1 Refunds for services provided by third parties, specified in the Offer Letter, must be requested from the company delivering the service and will be subject to the respective organisation's refund policies.
- 4.7. An international student may apply for a refund of tuition fees beyond the conditions stated in the *Appendix 1 – Schedule of Tuition Fee Refunds*, where they have been prevented from commencing, continuing, or successfully completing their studies due to compassionate or compelling circumstances, subject to AFTT approval.
- 4.8. Where a student is dissatisfied with a decision to provide or not to provide a refund, they may appeal that decision in accordance with the Academy's *Students Complaints and Appeals Policy and Procedure*.
- 4.9. This policy and procedure, 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.

5. PROCEDURE

- 5.1. Refund applications must be made using the Application for Refund form and submitted to the International Services Office of AFTT.
- 5.2. Students are required to provide the reasons for the application and submit appropriate supporting documents.
- 5.3. Refund applications will not be processed where the signature on the application form does not match the student's signature as shown on other documents provided by the student for admission to AFTT and the student's Enrolment Acceptance agreement.
- 5.4. The Director of International Services and Director of Finance and Operations are responsible for reviewing and determining applications for refunds of international students.
- 5.5. The funds covering the prepaid tuition fees must have been cleared (i.e., cheques cleared, telegraphic transfers received, etc.) and evidenced in the Academy's bank account statements.
- 5.6. Any refund that is due to the student under this policy will have any debts or outstanding amounts payable to AFTT deducted from the refund.

6. RELATED DOCUMENTS

- 6.1. AFTT Glossary
- 6.2. Special Consideration Policy and Procedure
- 6.3. Diversity Equity and Inclusion Policy
- 6.4. Deferring, Suspending and Cancelling Student's Enrolment Policy and Procedure
- 6.5. Complaints and Appeals Policy and Procedure

7. RELEVANT LEGISLATION

- 7.1 Standards for Registered Training Organisations (RTOs) 2015; Standard 5.3 & 6
- 7.2 ESOS National Code

8. POSITIONS RESPONSIBLE

- 8.1. Chief Executive Officer
- 8.2. Director of International Services
- 8.3. Director of Finance and Operations
- 8.4. Campus Manager

9. APPROVAL INFORMATION

Approval Authority	Quality Education and Risk Committee (QERC)
Health Check approval authority	AFTT CEO
Review date	01/12/2023

Version	Approved by	Approval date	Effective date	Modifications	Status
4.0	QERC	02/02/2022	03/02/2022	New template	Current

Appendix 1 – Schedule of Tuition Fee Refunds

FEE REFUND CONDITIONS	REFUND APPLICABLE
Full refund of fees	Full refund of fees
If the application for a student visa is unsuccessful.	A full refund of course tuition fees less the registration fee of AUD\$150 will be made within twenty-eight (28) days. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to the Academy upon visa refusal.
If for any reason the Academy is unable to start delivery of the course on the specified starting date.	A full refund of all fees paid in advance of tuition provided by the Academy will be made within fourteen (14) days of the specified starting date
If the student withdraws more than ten (10) weeks before the commencement date of the first course in the "package of courses"	A full refund of course tuition fees paid in advance of tuition less the \$150 registration fee
Partial refund of fees	Partial refund of fees
If for any reason the Academy ceases to deliver the course before it is completed.	A full refund of "unused" course tuition fees paid in advance of tuition provided by the Academy will be made within fourteen (14) days of time the course ceases to be delivered in accordance with the refund requirements of the ESOS Act 2000 section 29. The calculation of 'unused fees' is in accordance with applicable ESOS regulations.
At the time of enrolment any Credit Transfer (CT)/ Recognition of Prior Learning (RPL) will be discussed & granted after the student provides sufficient evidence,	If the Credit Transfer allows shortening of the duration of a specific course in the "package of courses" a pro-rata fee will be worked out for the specific course and offered to the student. Once the student accepts the offer, there will be no further reduction of the fee and all refund conditions apply to each course in the "package of courses"
If a student's visa expires whilst studying a " package of courses " and they are not able to complete their " package of courses " because their application for an extension of visa is not granted by DOHA	All unused fees paid in advance for each and every course in the " package of courses " will be refunded. The Calculation of 'unused fees' is in accordance with applicable ESOS regulations.
If the student withdraws between four (4) and ten (10) weeks before the commencement date of the first course in the " package of courses "	There will be refund of 70% of any fees paid in advance for each and every course in the " package of courses ".

If the student withdraws less than 4 before the commencement date of the first course in the "package of courses"	There will be refund of 40% of any fees paid in advance for each and every course in the "package of courses" .
No refund of fees	No refund of fees
If the student withdraws after the commencement date of the first course in the "package of courses"	There will be no refund of any fees paid in advance for each and every course in the "package of courses" .
If a student's visa is cancelled due to their breach of international student visa conditions or the Academy Policies and Procedures or Student Misbehavior after the commencement of the first course in the "package of courses"	Maintaining the conditions of the visa grant .and following the Academy's policies and procedures as agreed is the student's responsibility. There will be no refund of any fees paid in advance for each and every course in the "package of courses" .
If a student is granted a deferment or temporary suspension of studies after the commencement of a "package of courses" and does not return or commence on the agreed date without the approval of the Academy the student is deemed to have inactively withdrawn, and their enrolment will be cancelled	There will be no refund of any fees paid in advance for each and every course in the "package of courses" .
If a student is provisionally enrolled in a "package of courses" at the Academy subject to providing evidence of the required English language proficiency and fails to provide such evidence prior to commencement of the initial course	There will be no refund of any fees paid in advance for each and every course in the "package of courses" .
Payments to third parties including any airport pickup fee, accommodation placement fee, homestay fee, government examination fee, Overseas Student Health Scheme Cover fees, any costs relating to trade supplies and consumables and any cost-of-living expense paid to third parties specified in the Offer Letter.	There will be no refunds for any monies received by the Academy on behalf of the student for services other than tuition fees. Refunds for services provided by third parties must be requested from the company delivering the service and will be subject to the respective companies refund policies
Refunds requested more than one hundred and eighty (180) days from the specified commencement day	No refunds of Tuition Fees will be given to a student where the student applies for a refund one hundred and eighty (180) days after the specified commencement Date
Alternative to refund of fees	Alternative to refund of fees
If for any reason the Academy fails to start delivery of the course on the agreed starting date or ceases to deliver the course before it is completed	The Academy instead of giving a refund may arrange for the student to be offered a place in an alternative course that is acceptable to the student and at no additional expense. If the Academy fails to place the student in an alternative course or give a refund of any unspent pre-paid tuition fees, students may be assisted by the Tuition Protection Service (TPS). Tuition Protection Service (TPS) will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund to be determined by the Tuition Protection Service. The refund will be the amount of unexpended pre-paid tuition fees which the student has paid but which has not been delivered or assessed. Further information on this matter can be found at: https://www.homeaffairs.gov.au/Trav/Stud/More/Education-Providers-default