

International Student Fee Refund

PURPOSE

This policy details AFTT's:

- Policy on requests from overseas students for a full or partial refund of fees paid to the Academy,
- The process submitting a request for full or partial refund.

SCOPE

This policy applies to all international students enrolled in or seeking a place in a qualification/course provided by AFTT.

The Academy will grant a refund of tuition fees in accordance with the refund policy set out below.

DEFINITIONS

Agreed Starting Date means the date on which the course was scheduled to start, or a later date agreed between AFTT and the student to be the Agreed Starting Date following a period of deferral or temporary suspension.

Application Fee means the fee required to be paid by the student when they lodge a Student Application Form with AFTT.

Application for Refund Form is AFTT's prescribed refund request form available at Campus Administration.

Business Day means a day on which banks are open for business, other than Saturday, Sunday or a National/State declared public holiday.

Commencement date means the initial date on which the "Package program" was scheduled to start, or a later date agreed between AFTT and the student to be the Commencement date.

Contact Details include a student's Australian postal address, telephone number and email address.

Course Withdrawal Form is AFTT's prescribed course withdrawal form available at Student Administration.

Default Date means:

- the day on which AFTT did not commence delivery of a scheduled course
- the day on which AFTT ceased to provide a course, or
- the day on which AFTT refused to provide, or continue to provide, the course to a student, or
- the day on which a student withdraws from the course, or
- the day on which a student failed to commence/recommence a course of study
- the day on which AFTT receives evidence from a student of his or her Student visa application refusal

DET is the Department of Education and Training in Australia.

ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth).

Offer Letter means the letter specifying the terms of the student's enrolment as outlined by AFTT.

Commencement Date means the date on which the course was scheduled to start, or a later date agreed between AFTT and the student to be the course start date and does not refer to any Agreed Starting Date following a deferment period. In the case of the Student being enrolled in a **Package of courses** the Commencement Date means the date on which the first course was scheduled to start, or a later date agreed between AFTT and the student and does not refer to any Agreed Starting Date following a deferment period.

Overseas Student Health Scheme Cover means the health insurance cover that a student is required to obtain prior to the student commencing his or her enrolment with AFTT.

Package of courses means a sequence of one or more courses specified in the letter of offer from the Academy for which CoE(s) have been issued.

Personal Details includes the student's name, gender and date of birth.

Personal Information means any personal details, contact details, course enrolment details, changes to personal information and the information relating to personal circumstances of any suspected breach by the student of a visa condition.

Principal Course means the student's main course of study for which the student has a confirmation of enrolment (CoE). If the Student is enrolled in a Package Program, his or her principal course is the course within the package that has the highest qualification and for which the student has CoE. In all other cases, principal course means the student's sole course of study.

PRISMS means Provider Registration and International Students Management System provided by the Australian Government.

Student means a student who has accepted an offer of enrolment and been issued with a CoE by the Academy.

Student's Acceptance Agreement means the prescribed student acceptance agreement attached to the Offer Letter that the Student must submit to the Academy in order to accept an offer of enrolment from the Academy.

Student's Application Form means the Academy's prescribed student application form as published on the Academy's website **Terms and Conditions** means these terms and conditions.

Third Party Fee means any fee paid to a third party, 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.

TPS means the Tuition Protection Service provided by the Australian Government.

Tuition Fee means in respect of a Student, the amount specified by the Academy in that Student's Offer Letter as the tuition fee, excluding any Third Party Fee.

The Academy means **Academy of Film, Theatre & Television** the business name of: International Film School Sydney Pty Ltd (IFSS) ABN 50 108 452 062 | RTO Code: 91143 | CRICOS No: 02660C specified in the Student's Application Form.

The International Prospectus means the brochure for international students available on the Academy website.

POLICY

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	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

discussed & granted after the student provides sufficient evidence,	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>

PROCEDURE

All fees are quoted in Australian dollars (AUD) and are subject to change without notice.

CRICOS COURSES (FULL-TIME)	CRICOS COURSE CODE	COURSE DURATION	FEE PER SEMESTER	TOTAL TUITION FEES
CUA51015 Diploma of Screen & Media Industry focus areas of: <ul style="list-style-type: none"> Acting Film Live Production 	093464J	2 semesters / 1 year	\$8,750	\$17,500
CUA60615 Advanced Diploma of Screen & Media Industry focus areas of: <ul style="list-style-type: none"> Acting Film Live Production 	093126E	4 semesters / 2 year	\$8,750	\$35,000

INCIDENTAL FEES

Replacement of Student ID card	\$10
Re-issue of a Qualification Testamur/Record of Results or Statement of Attainment	\$25

Registration Fee

A non-refundable \$150 Registration Fee is payable by international students with the Enrolment Form and Acceptance Agreement.

Payment Dates

Students must pay their tuition fees fourteen (14) days prior to the start date of each semester. Dates will be outlined in the student's Enrolment Acceptance Agreement.

Tuition Protection

To protect fees paid in advance by international students, AFTT contributes to the Australian Government's *Tuition Protection Scheme (TPS)*.

Credit Transfer - Recognition of Prior Learning (RPL)

For Recognition of Prior Learning a fee of \$200 per unit of competency applies. There is no fee for Credit Transfer. For further information please refer to <http://www.aftt.edu.au/admissions/domestic-students/recognition-of-prior-learning>.

INTERNATIONAL STUDENT FEES REFUND PROCEDURE

Refund Policy Conditions and Processes

- AFTT reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, should it be necessary. In such circumstances, if the course is postponed by more than four weeks, and if a student is unable to enrol in a similar course at AFTT, all fees will be refunded.
- Where a visa has not been received in time to start the course, the student must contact AFTT in writing and they will be offered another starting date without charge.
- Tuition fee refunds will only be granted in accordance with the Refund Policy set out below.

Full Fee Refund

AFTT will make a full refund of course fees paid, in the following circumstances:

- Application for a student visa is unsuccessful. In this case AFTT reserves the right to retain the Registration Fee. A refund request in writing and proof of visa refusal from the Australian Government must be sent to AFTT upon visa refusal. Then a full refund of fees paid will be made within twenty eight (28) days.
- If for any reason AFTT is unable to start delivery of the course on the agreed starting date or ceases to deliver the course before it is completed, a full refund of fees paid will be made in accordance with the refund requirements of the ESOS Act 2000.

Partial Fee Refund

AFTT will make a partial refund of course fees, in the following circumstances:

- If written notice of withdrawal is received more than ten (10) weeks before the commencement of the course, all fees are refundable, less the \$150 Registration Fee.
- If written notice of withdrawal is received between four and ten (10) weeks before commencement of the course, 70% of fees will be refunded, less the \$150 Registration Fee.
- If written notice of withdrawal is received less than four weeks before commencement of the course, 40% of fees will be refunded, less the \$150 Registration Fee.

No Fee Refund

- If written notice of withdrawal is received from a student after commencement of the course, no refund will be applicable.
- Refunds for any monies received by AFTT on behalf of the student for services other than tuition fees must be requested from the company delivering the service and will be subject to the respective company's refund policies.
- In the event that an extension to your student visa is not granted and the course has commenced, a refund will not be issued if written notice is received after the commencement date.
- In the event that the student seeks and is granted approval by AFTT to transfer to another provider prior to completion of six months study of the principal course, no refund of any course money paid in advance will be granted.
- In the event that your enrolment is cancelled because of a breach of the AFTT Code of Conduct or policies or your student visa conditions, no refund of any course fees paid in advance will be granted.

PROCESS FOR CLAIMING REFUND

- Refund applications must be made in writing on the *Application for Refund Form*; and set out the reasons for the application; and be accompanied by supporting documents as may be appropriate; and be forwarded directly to the International Services office at the Academy.
- Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the Academy and the Student agreement.
- The funds covering the prepaid tuition fees must have been cleared (i.e. cheques cleared, telegraphic transfers received, etc.) and evidenced in the Academy bank account statements.
- Any refund that is due to the student under this policy will have any debts or outstanding amounts payable to the Academy deducted from the refund.
- Refunds will not be processed where the application date is more than one hundred and eighty (180) days from the commencement date of the "package of courses".
- 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 Procedures of the Academy.

This procedure, and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws.

COMPLAINTS and APPEALS

Students may access the Student Complaints and Appeals Policy – and its associated procedures – at any time, against any decisions prescribed in this policy.

POSITIONS RESPONSIBLE

- Student Admissions (SAs)
- Administrator
- Head of Student Services and Admin
- Campus Manager
- Director of Finance and Operations
- Chief Executive Officer

RELATED LEGISLATION

This Policy supports AFTT's compliance with the following legislation:

- Higher Education Support Act 2003 (Cth),
- Higher Education Standards Framework (Threshold Standards) 2015,
- Education Services for Overseas Students (ESOS) Act 2000 (Cth),
- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018
 - ESOS National Code 2018, Part B, Standard 3
- **Standards Alignment**

This statement complies with the requirements of the following RTO standards:

Standards for Registered Training Organisations 2017

Standard 5.3: Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - i) arrangement is terminated early; or
 - i) the RTO fails to provide the agreed services.

Schedule 6 - All other RTOs 2: The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator (ASQA, www.asqa.gov.au) which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:

- a) the learner will be placed into an equivalent course such that:
 - the new location is geographically close to where the learner had been enrolled; and
 - the learner receives the full services for which they have prepaid at no additional cost to the learner; or
 - if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.