

Student Refund Policy

FP1_Version 1.1

Implemented: December 2017

To be reviewed: December 2018



Policy

YES College's refund policy observes the principles outlined in the ESOS (Education Services for Overseas Student) Act 2000 and the VET Quality Framework. This policy applies equally to all new and reenrolling students unless otherwise stated, and provides the details and circumstances of applicable refunds to students where:

- YES College defaults (Provider default)
- The Student defaults (Student default)

Definitions

- **Tuition Fees:** Fees directly related to provision of a course. Note that students must pay Tuition Fees in advance for all courses. See each programs Course Information Sheet for the cost of Tuition Fees for each course
- **Other Fees and Charges:** Application Fees, Student Workbooks and all Other Fees and Charges that may be incurred by the student during their enrolment. See each program's Course Information Sheet for a list of Other Fees and Charges. Other Fees and Charges are non-refundable under any circumstance
- **Unused prepaid Tuition Fees:** Tuition for which the student has paid, but has not yet been delivered by the College. Does not include items listed as other fees and charges
- **Nature of Guarantee:** The nature of guarantee given by YES College relating to the completion of training and/or assessment once the student has commenced study in their chosen qualification or course. YES College's nature of guarantee is outlined in point 1.0 of this policy

Guidelines

1.0 Provider Default

- 1.1 YES College will be considered to have defaulted when:
 - 1.1.1 The course, the student has enrolled in does not start on the agreed starting day; or
 - 1.1.2 The course, the student has enrolled in ceases to be provided at any time after it starts but before it is completed; or
 - 1.1.3 The course the student has enrolled in is not provided in full to the student because a sanction has been imposed on YES College
- 1.2 In cases where YES College defaults, the College will advise affected students in writing of the default within 3 working days of the default taking place.
- 1.3 Within 10 working days of the default taking place, the College will calculate the refund amount eligible for the student (based on unused prepaid tuition fees), and will offer students placement into a suitable alternative registered course, or a full refund of unused prepaid tuition fees. In each instance, the College will give the student a

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statement explaining how the unused prepaid tuition fees have been calculated

- 1.4 Where students choose to accept placement in a suitable alternative registered course, YES College will require the student to sign a document to indicate that they have accepted the placement, and will take reasonable measures to assist in the transition of the student to the new course. Note that students may have to pay other additional fees and charges to the new provider, such as purchasing of any texts or materials, as well as tuition fees that have not been covered by their unused prepaid tuition fees
- 1.5 Where the student chooses to accept the full refund of unused prepaid tuition fees, the amount will be paid to the student within 10 working days of the default taking place. Note that international students ceasing studies are advised to contact the Department of Home Affairs for implications to their student visa
- 1.6 In the event that YES College is unable to provide a refund of unused prepaid tuition fees or place the student in a suitable alternative registered course, the Australian Students Tuition Assurance Scheme (ASTAS) for domestic students or Tuition Protection Service (TPS) for international students will attempt to place the student in a suitable alternative course with another provider, or, if this is not possible, will provide the student with a refund of their unused prepaid tuition fees. Note that international students ceasing studies are advised to contact the Department of Home Affairs for implications to their student visa
- 1.7 The College's chosen fee protection measures for tuition fees paid in advance by domestic students is through membership of The Australian Students Tuition Assurance Scheme (ASTAS) which is implemented by the Australian Council for Private Education and Training (ACPET)
- 1.8 The College's fee protection measures for tuition fees paid in advance by international students is through membership of the Tuition Protection Service (TPS) which is implemented by the TPS Director
- 1.9 YES College will ensure that at all times, it maintains current membership with each scheme and meets each schemes membership and compliance obligations

2.0 Student Default

- 2.1 A student will be considered to have defaulted when:
 - 2.1.1 The student has failed to pay an amount he or she was liable to pay to YES College for the course he/she is enrolled in
 - 2.1.2 The student withdraws after their agreed starting day
 - 2.1.3 The student is deemed to have breached a condition of his or her student visa
 - 2.1.4 The student has been expelled by the College due to serious misconduct
- 2.2 In the case of student default, no refunds will be made. YES College

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reserves the right to claim any outstanding fee for the course(s) the student has enrolled in

3.0 Refund Situations

3.1 The following table provides an itemized list of the situations a student may apply for a refund and the amount of refund the student is entitled to

| Refund Situation | Applicable Refund |
|---|--|
| 1 Provider default | **Full refund of unused prepaid tuition fees (less Application Fee) |
| 2 Student default | No refund |
| 3 Visa refused (prospective overseas students only) | Full refund of unused prepaid tuition fees (less Application Fee) |
| 4 Student is unable to meet the conditions of enrolment prior to commencement and is not permitted to enrol by the College | 85% refund* of the total Tuition Fees |
| 5 YES College withdraws a student's offer because the offer was made on the basis of incorrect, misleading, incomplete or fraudulent documentation or information provided by the student | 50% refund* of the total Tuition Fees |
| 6 Student withdraws at least 10 weeks prior to agreed starting day | 85% refund* of the total Tuition Fees |
| 7 Student withdraws at least 7 weeks prior to agreed starting day | 80% refund* of the total Tuition Fees |
| 8 Student withdraws at least 4 weeks prior to agreed starting day | 70% refund* of the total Tuition Fees |
| 9 Student withdraws less than 4 weeks prior to agreed starting day | 50% refund* of the total Tuition Fees |
| 10 Student withdraws after agreed starting day | No refund |
| 11 Visa cancelled due to the actions of the student (overseas students only) | No refund |
| 12 Expulsion from the college due to breach of college rules or misconduct | No refund |
| 13 Visa extension is refused (continuing overseas student) | Full refund of unused prepaid tuition fees (less Application Fee) |
| 14 Withdrawal from study – (current students enrolled in a package of courses) | Refund policy applies in the same way it does for first course. Refer to 4, 5, 6, 7, 8, 9. |

**Refunds granted may incur an education agent's fee, except in the case of visa refusal prior to course commencement*

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*** In line with point 1.0 of this policy students may be entitled to a full refund of unused prepaid tuition fees OR accept placement into another suitable registered course*

4.0 Refund Guidelines

- 4.1 Timeframes and the amount for refund, except in cases identified in point 1.1, are considered from the day the College receives the complete refund application including supporting evidence, not from the day the student has signed the refund forms
- 4.2 Applications for refund must be supported by sufficient evidence supporting the students claim to the satisfaction of the College
- 4.3 YES College reserves the right to withhold granting the award attained by the student if student fees remain outstanding
- 4.4 The Refund policy applies equally to all YES College students including students on student visas, permanent residents or Australian citizens
- 4.5 The Application Fee and Other Fees and Charges as stipulated in each programs Course Information Sheet are non-refundable
- 4.6 Students who have applied for refund and have been unsuccessful in their application are able to access the College's complaints and appeals policy (See Complaints and Appeals Policy)
- 4.7 *This policy and the availability of complaints and appeals processes, does not remove the students right to take action under Australia's consumer protection laws.*
- 4.8 *YES College's dispute resolution processes do not circumscribe the students right to pursue other legal remedies*

5.0 Written Agreement

- 5.1 YES College enters into a written agreement with each student prior to commencement of their studies and acceptance of any fees. This agreement consists of the Letter of Offer and Student Acceptance Agreement, which, when signed, becomes the Contract of Enrolment (The Contract)
- 5.2 If after accepting the agreement, the student chooses to cancel the Contract before commencement or completion of the qualification, the student will be liable to pay outstanding tuition fees and the costs incurred by the College in recovering any outstanding monies, including debt collection agency and solicitor fees, in line with the requirements stipulated in this policy

6.0 Non-Commencement of Studies

- 6.1 Where a student accepts an offer to admission and fails to attend the college on the agreed starting day, or notify the College of his/her intentions, YES College will consider the student to have defaulted and will be entitled to retain all tuition fees due for the first 6 months of the students' enrolment. This also applies to students recommencing studies after an approved suspension or deferment and students enrolled in a package of courses. For international

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students, this may affect their student visa

7.0 Deferring/Rejoining Student

- 7.1 If after accepting an offer to admission, an applicant gives written notice before the commencement of the course of his/her intention to defer or postpone his/her place to the next available intake, all tuition fees will be transferred to the next available intake, however new fee structures and reenrollment fees will apply. The next available intake may be the following term or in following subsequent terms, depending on course availability. The applicant will need to submit an application to defer studies (see deferment, suspension and cancellation policy).
- 7.2 Where a student defers commencement to a later commencement date and then gives written notice of their intention to not take up a deferred place prior to commencement of the new agreed start day, a refund will be assessed based on the period of notification and circumstances of the original agreed starting day
- 7.3 Note that YES College is only permitted to approve deferral of studies to overseas students on the grounds of compassionate or compelling circumstances in line with the College's deferment, suspension and cancellation policy and compassionate and compelling circumstances policy

8.0 Exceptional Grounds for Refunds

- 8.1 YES College will give special consideration to refunds of fees in extenuating circumstances following a written application being received by the Operations Manager
- 8.2 A written notice of withdrawal from a course and refund application due to exceptional circumstances may be lodged up to the last day before the students agreed starting day. Applications received after this date will be treated in line with point 3.0 of this policy
- 8.3 YES College will use its discretion to consider the written notice as grounds for either a total or partial refund of fees, provided acceptable documentary evidence is provided, in support of the refund application. Exceptional circumstances may include:
 - a) An illness or disability (certified by a licensed medical practitioner or registered psychologist).
 - b) The death of a close family member (parent, grandparent, sibling, spouse or child).
 - c) A political, civil or natural event that prevents full payment of fees or enrolment.
 - d) An onshore student's visa being cancelled by DEPARTMENT OF HOME AFFAIRS due to a report submitted by a previous institution, or their application for review being unsuccessful.

9.0 Refund Application Procedure

- a) Student must complete an Application for Refund form and an

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- Application to Withdraw form
- b) Student must attach a written statement providing details and reasons for their request. Statements can be hand written or typed
 - c) Evidence (such as visa refusal, air tickets, medical or death certificates etc.) must be attached with the application
 - d) All applications will be considered by the Operations Manager within 10 working days of the completed application being submitted
 - e) The Applicant will be notified of the outcome in writing and the reasons for the decision. In general, there will be two possible outcomes:
 - (i) Application approved and refund issued
 - (ii) Application not approved and in line with the students written agreement and refund policy, the student will need to make appropriate payment of outstanding monies
 - f) If approved, YES College Student Services Staff will log into PRISMS (for International Students) and cancel the students CoE's, provide the student with a letter of release (for International Students) and provide a letter advising of CoE cancellation advising the student to contact DEPARTMENT OF HOME AFFAIRS to find out what action, if any, they need to take in regards to their student visa. Students will also be provided with a letter detailing how their refund amount was calculated and determined
 - g) Until the application has been assessed and a decision reached, students must continue to attend scheduled classes and maintain their course progress and attendance. Attendance and course progress will be continued to be monitored in line with the College's attendance and course progress policies
 - h) Students who are unsuccessful in their refund application may appeal the decision (see complaints and appeals policy). ***Note that this policy, and the availability of complaints and appeals processes, does not remove the student's right to take action under Australia's consumer protection laws. Further, YES College's dispute resolution processes do not circumscribe the students right to pursue other legal remedies***
 - i) If the application for refund is successful, YES College will pay the refund within 10 working days of the decision. All refunds will be reimbursed in Australian Dollars and will be returned to the student by cheque or deposited into the student's nominated account. If another person or organisation is identified as having originally paid the fees, the refund will be made to them instead of the student.

10.0 Administrative Notes

10.1 This policy and related documentation is accessible via YES

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- College Reception, Student Handbook, Student Services team or Marketing team and is provided to the student prior to enrolment
- 10.2 All notes relating to refund applications will be recorded in the College's Student Management System (RTO Manager) and hard copy documents retained in the students file
 - 10.3 The approval of transfer of a student to another institution does not indicate the agreement to provide any refund. Refunds are governed by this Refund Policy
 - 10.4 Where YES College defaults, the College will:
 - 10.4.1 Under section 46B of the ESOS Act, notify the Secretary, the TPS Director and affected students in writing within 3 business days of the default occurring
 - 10.4.2 Under section 46D of the ESOS Act, satisfy its tuition protection obligations to students within 14 days after the default day
 - 10.4.3 Under section 46F of the ESOS Act, give notice to the Secretary and the TPS Director of the outcome of the discharge of obligations within seven days after the end of the obligation period
 - 10.5 Where an International Students visa is refused (whether or not there is a compliant written agreement in place), the College will report to the Secretary and TPS Director on whether the College provided a refund to the Student. In this case, YES College will report that the College has discharged its obligations to the Student within seven days after the end of the provider obligation period of 28 days, which is in total, 35 days after the default occurs.

Related Documents

- Application for Refund
- Application to Withdraw
- Course Information Sheets
- Release Letter

Related Policies

- Deferment, suspension and cancellation policy
- Compassionate and compelling circumstances policy
- Student fees and charges policy