

## PURPOSE

The purpose of this policy is to ensure that all students are treated fairly and with integrity while assessing their refund application. All 'refunds' are to be signed off by the **YES College** Operations Manager and applications to be processed within 7 days of the application being received.

All refunds applications are to be submitted at the campus reception and the following procedures followed in assessing the application.

Please note the below refund policy in relation to 'Tuition Fees' and should not be confused with 'enrolment' fees which is non-refundable unless mentioned.

## SCOPE

This policy applies to:

- Students enrolled at YES College
- YES College Marketing, Admissions, Academic, Student Services and Administrative staff.

All staff are made aware of the requirements of this policy through regular meetings, staff updates and continuous improvement practices. Students are made aware of this policy through Student Handbook, during the enrolment and orientation processes and also throughout the course.

## REQUIREMENTS

Where the **YES College** requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the YES College must meet the requirements set out in the Requirements for Fee Protection in Schedule 6. (Requirements for protecting fees prepaid by individual learners, or prospective learners, for services)

These requirements do not override obligations and requirements of the Education Services for Overseas Students Act 2000.

The YES College addresses learner fee protection by implementing one or more of the following arrangements:

1. The **YES College** holds an unconditional financial guarantee from a bank operating in Australia where:

- a) the guarantee is for an amount no less than the total amount of prepaid fees held by the **YES College** in excess of the threshold prepaid fee amount for each learner for services to be provided by the **YES College** to those learners; and
- b) all establishment and ongoing maintenance costs for the bank guarantee are met by the **YES College**.

2. The **YES College** holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the **YES College** 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

- b. 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.

3. Any other fee protection measure approved by the VET Regulator.

## PROCEDURE

### REFUNDS AND WITHDRAWAL:

This policy document includes a plain English explanation of what happens in the event of a course not being delivered, including the role of the Australian Government Tuition Protection Service (TPS).

In the case of provider default, **YES College** will fulfil its obligation under the ESOS Act and Tuition Protection Service (TPS).

In the case of student default, the amount to be refunded by the **YES College** is calculated according to the Calculation of Fees and Refunds Table in this policy.

The refunds must be calculated in accordance with the Legislative Instrument made under section 47E - the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

This document describes processes for claiming a refund.

**YES College** will only pay a refund to the student; or to a person nominated by the student only when written authorisation is given by the student in favour of another party.

Student unsatisfied with refund or the processes for claiming a refund have rights to make complaints and seek appeals of decisions internally and externally according to **YES College Complaints and Appeal Policy, Procedures and Process**.

This written agreement between **YES College** and a student, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

**YES College** must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

### **Student before commencing any course at YES College**

Where the student notifies of cancellation before commencing any course at **YES College**, written notification must be provided to **YES College**. In this case:

- Enrolment fee – No refund
- Airport pickup – Full refund
- Accommodation placement – No refund
- Equipment fees, uniform and material fees – Full refund
- OSHC – Per OSHC provider conditions
- Tuition fee – Refer to Calculation of Fees and Refunds Table

## **Student withdrawal from their studies after commencement:**

Student must notify **YES College** of their intention to withdraw from their current course at least **two weeks prior to the start of their next semester**. Student failure to notify **YES College** two weeks prior to their next semester start date will be liable to pay whole semester tuition fees of their following semester. Student must pay any outstanding tuition fee balance of their previous semester before withdrawing from their studies.

Where the student withdraws after commencing studies at **YES College**, written notice must be submitted completing **YES College's Application to Defer, Suspend or Cancel Enrolment Form** indicating courses to be cancelled, signed and dated by the student and marked as received by **YES College**.

- Enrolment Fee – No refund
- Airport pickup – No refund
- Accommodation placement – No refund
- Equipment, uniform and material fees – No refund
- OSHC – Per OSHC provider conditions
- Tuition fee – Refer to Calculation of Fees and Refunds Table

Where student requests for **deferral after commencing studies** at **YES College** that is more than one semester, it will be treated as student's withdrawal from the current semester. The student is required to pay fee incurred for the current semester and re-enrol after the deferral period paying the respective tuition fees again.

The non-refundable portion of the fees is kept by **YES College** to offset the administrative costs incurred explicitly while delivering services to international students in compliance with the ESOS Act and the National Code 2018. If a student cancels or withdraws from a course, the loss of revenue is incredibly high, can be higher if **YES College** is unable to recruit another student in the place of withdrawing student due to a shorter timeframe. Thus, in all circumstances, except for visa refusal, **YES College** will deduct certain percentage or demand student to pay tuition fees for the whole semester.

**If tuition fees remain outstanding, YES College reserves the right to withhold any Certificates and Records of Results achieved by the student.**

## **PROCESS OF CLAIMING REFUND:**

### **1) Refunds based on student applications:**

All applications for refund must be made in writing by way of the 'Application for Refund' form and submitted to the **YES College Campus Reception** or **via email completed form attachment to: [operations@yescollege.com.au](mailto:operations@yescollege.com.au)**

All applications for refunds are to be processed by the **YES College Staff** within **4 Weeks** from the receipt of student's written notification of cancellation/withdrawal only if the supporting documents have been validated during this timeframe.

***Please note the following points related to all refunds applications received by YES College:***

1. **YES College** Application for Refund form must be completed by the student only. Refund requests made to any other person or submitted by other means will not be considered.
2. Education Agents are not authorised to receive or deal with refund requests from students
3. Proof of identification is required to be submitted with all refund applications
4. Refunds will be sent to the bank account nominated by student in writing as part of their refund request.
5. **YES College** will not take responsibility for delays or expenses caused by student advising wrong account details
6. Under banking regulations, if a student has made payment using a credit card any refund must be credited to the original credit card.
7. **YES College** is unable to refund any applicant in any currency other than the Australian Dollars
8. Date of cancellation/withdrawal is the date written request received by **YES College**.
9. Without proof of Visa refusal by the Australian Government Department, no refund will be issued.
10. Refund will only be calculated if fees are received by **YES College** in respect of the student.
11. Depending on the date of student's request for cancellation or withdrawal, the student may be still liable for fees and not eligible for refund.
12. There are no refunds associated with material and resources fees, e.g. uniforms, consumables etc.
13. Please refer to OSHC provider for refunds directly regarding Compulsory Health Insurance (Student Visa Holders only).
14. Refunds are paid to the student; or to a person nominated by the student only when written authorisation is given by the student in favour of another party.
15. **YES College** is not responsible for delays caused by the financial institutions in the money transfer.
16. All fees incurred by financial institutions in the money transfer process is the responsibility of the student, and where possible will be pre-deducted from the calculated refund amount.
17. Student can appeal **YES College**'s decision taken on their refund application internally and externally through **YES College**'s Complaint and Appeal Policy, Procedures, and Process.

The assessment of refund applications shall be granted as indicated below:

CALCULATION OF FEES AND REFUND TABLE			
Student Default Circumstances	Calculation of Fees	Calculation of Refund	
<b>Student visa refused</b>	Student fails to start a course due to visa refusal (before agreed start date)	<b>YES College</b> will retain on the account of administrative cost: either 5% of each course fees (Tuition fees + Non-tuition fees); or \$500; whichever is less.	Refund course fees (tuition and non-tuition fees) less 5%; or \$500; whichever is less
	Student's application for student visa renewal got rejected or refused after agreed start date	<b>YES College</b> will retain weekly tuition fees for part of the course that has already been delivered to the student before the day student's application for student visa renewal got rejected or refused.	Refund tuition fees for part of the course that has not been delivered to the student after the day student's application for student visa renewal got rejected or refused. Non-tuition fees are non-refundable.
<b>Student visa cancelled</b>	Student's visa got cancelled due to student actions including breach of student visa conditions or holding any other types of visa including permanent residence	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund.
<b>Cancellation requests before agreed start date</b>	Student's notification of cancellation in at least 10 weeks prior to agreed start date	<b>YES College</b> will retain on the account of administrative cost: 10% of the first semester tuition fees.	Refund tuition fees less 10% of first semester tuition fees. Non-tuition fees are non-refundable.
	Student's notification of cancellation in at least 4 weeks prior to agreed start date	<b>YES College</b> will retain on the account of administrative cost: 50% of the first semester tuition fees.	Refund tuition fees less 50% of first semester tuition fees. Non-tuition fees are non-refundable.
	Student's notification of cancellation in at least 2 weeks prior to agreed start date	<b>YES College</b> will retain on the account of administrative cost: 75% of the first semester tuition fees.	Refund tuition fees less 75% of first semester tuition fees. Non-tuition fees are non-refundable.
	Student's notification of cancellation in less than 2 weeks prior to agreed start	Full semester tuition fees for the whole duration of the first	No Refund

	date	semester is payable.	
<b>Cancellation requests after deferment of commencement</b>	Student's notification of cancellation of his/her course after the deferment of commencement date in a student's original eCoE in which visa was granted.	Full semester tuition fees for the whole duration of the first semester is payable.	No Refund
<b>Cancellation requests in consecutive courses</b>	Student's notification of cancellation in succeeding course enrolled	<b>YES College</b> will retain deposit paid towards succeeding course enrolled.	No Refund.
<b>Non-commencement</b>	Student failed to commence his/her first course without prior written notification	<b>YES College</b> will record a Credit Note against the student as to honour the fees paid in that course. This Credit Note is valid for a year from the date issued and is not transferable to any other course. It is neither redeemable for cash nor refundable in full or in part for any reason.	No Refund.
	Student failed to commence his/her succeeding course without prior written notification	<b>YES College</b> will retain deposit paid towards succeeding courses enrolled.	No Refund
	Student failed to satisfy condition of a conditional CoE including English language proficiency requirements and Course specific entry requirements.	<b>YES College</b> will retain deposit paid towards courses enrolled.	No Refund
<b>Withdrawal requests after course has started</b>	Student's notification of withdrawal from the course in at least two weeks prior to the start of his/her next semester.	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund
	Student's notification of withdrawal from the course after two weeks prior the start of his/her next semester.	Full semester tuition fees for the whole duration of the next semester is payable.	No Refund
	Student's notification of withdrawal from the course during his/her study	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund
	Student withdraws after	Full semester tuition fees for	No Refund

	his/her course has started without notification	currently studying course is payable.	
<b>Withdrawal during deferment or suspension of studies</b>	Student notification of withdrawal from the course during deferment or suspension of studies	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund
<b>Other circumstances</b>	Student expelled for breach of <b>YES College</b> student code of conduct including submitted fraudulent documents or misleading information	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund
	Student failed to disclose previous visa refusal / cancellation or makes false declaration on the application	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund

**Definition of terms used in refund table above:**

<b>Course fees</b>	The total amount of fees including pre-paid tuition fees and non-tuition fees.
<b>Weekly tuition fees</b>	A daily tuition fee is calculated outcome of total tuition fees for the course divided by number of calendar days in the course. Then, to get weekly tuition fees simply multiply the outcome by 7.
<b>Non-tuition fees</b>	Enrolment Fee; OSHC Fee; Fees to cover textbooks or uniforms, which student use while they study the course.
<b>Tuition fees</b>	A Semester is study period comprised of 20 weeks of teaching. Tuition fees are charged in full for each semester and must be paid according to the Enrolment Acceptance Agreement.
<b>Deposit</b>	Any monies paid to confirm the student's enrolment in succeeding courses; concurrently with or after signing the Enrolment Acceptance Agreement.
<b>Agreed start date</b>	Agreed start date means the day on which the course is scheduled to start or a day agreed between <b>YES College</b> and the student as per student's eCoE.

**Appealing Refund decisions:**

Student can access **YES College's** internal complaints and appeals processes at no cost if he/she wish to appeal **YES College's** decision taken on his/her refund application.

Student can complete **YES College** Complaint/Appeal form and submit it to the **YES College** Campus Reception within **20 working days from the decision taken on his/her refund application**, to begin appeal resolution process.



## 2) Refunds due to non-delivery of course by YES College (Provider Default):

Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

### **Refunds under the above conditions will be paid in full to the student within 14 days.**

**YES College** may arrange within **14 days** for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Please refer to the information under Tuition Protection Service.

### **Further information:**

**Tuition Protection Service (TPS)** - Refer to [www.tps.gov.au](http://www.tps.gov.au) for detailed information.

Under the Tuition Protection Service (TPS) framework, all providers have a statutory obligation to report to the TPS Director and the Secretary about provider and student defaults. This is the first layer of tuition protection for students. One of the main objectives of the TPS is to ensure that the placement and refund processes for students are quick and streamlined. The default notification requirements are to ensure students are looked after following a default in a timely way.

### **Provider default –**

Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Note: Section 46A sets out further rules prescribing when a provider defaults.

### **Student default –**

Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay an amount payable to the provider for the course;



- the student breached a condition of his/her student visa;
- misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

Note: Subsection 47A(2) - A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

### What YES College must do in the event course not being delivered-

- Under section 46B of the ESOS Act, **YES College** must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. **YES College** must also notify students in relation to whom **YES College** have defaulted. The notices must be in writing and meet the requirements of the section 46B of the ESOS Act.
- Under section 46D of the ESOS Act, **YES College** will satisfy its tuition protection obligations to students within 14 days after the day of the default (the provider obligation period) to satisfy your tuition protection obligations to the student as set out in the section. This may include placing students who are referred to the TPS in a suitable alternative course. If a student choose to be placed into another course, **YES College** will ask student to sign a document to indicate that the student accepted the placement.

### What YES College must do if a student or intending student defaults-

- If a student or intending student defaults, **YES College** must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- Under section 47D or 47E of the ESOS Act, **YES College** must pay the refund within the period (the provider obligation period) of **4 weeks** after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

### 3) Appealing Refund decisions:

Refer to the Student Complaints & Appeals Procedure from the **YES College** Student Administrations department if you wish to appeal **YES College**'s decision taken on your refund application.

### OUTLINE OF YES College's INTERNAL AND EXTERNAL COMPLAINTS AND APPEALS PROCESSES:

- **YES College** manages and responds to allegations involving the conduct of **YES College**, its trainers, assessors, or other staff, and a student of **YES College**. **YES College** responds to any complaint or appeal the student makes regarding his or her dealings with the **YES College** and the **YES College**'s education agents. **YES College** does not use or have any arrangement with any third party to provide service on its behalf.

- Student can request (appeal) for a review of decisions, including assessment decisions, made by **YES College**.
- Students can discuss their issues informally with any member of the **YES College** Student Support Team.
- **YES College** staff will endeavour to resolve any disputes, informal/formal complaints or appeals raised regarding student dealings with **YES College** or the **YES College's** education agents amicably and at an early stage.
- Student can access **YES College's** complaint and appeal process to lodge a formal complaint or appeal if a matter cannot be resolved informally.
- Student unsatisfied with the informal process can lodge a formal complaint or appeal internally using the **YES College's Complaints / Appeals Form**.
- Student can access *Complaints / Appeals Form* from the **YES College campus reception**. Student can easily access free and comprehensive information about **YES College's** Complaints and Appeals policy, procedures, processes and forms from the **YES College website** [www.yescollege.com.au](http://www.yescollege.com.au) at any time.
- Student should complete *Complaints / Appeals Form*, and attach all the supporting document and information the student has to support their complaint or appeal then submit to Student Support Officer in person at the **YES College Campus Reception**.
- There is no charge for **YES College** students to lodge a formal complaint or appeal internally.
- Once the completed **YES College Complaints / Appeals Form** is received by **YES College**, Operations Manager or a delegate will send a written acknowledgement to the complainant/ appellant within as soon as practicable from the receipt of the form.
- **YES College** staff will commence assessment of all formal complaints or appeals within 10 working days of it being made in accordance with the **YES College's** complaints handling and appeals process and policy, and finalise the outcome as soon as practicable.
- **YES College** staff will record, acknowledge, and deal with complaints and appeal in a fair and effective manner.
- **YES College** staff will conduct the assessment of the complaint or appeal in a professional, fair and transparent manner. Complainant or appellant will not be discriminated or victimised.
- **YES College** staff will provide student an opportunity to formally present his or her case at no cost. **YES College** student can be accompanied and assisted by a support person at any relevant meetings.
- **YES College** staff will notify providing student a written statement of the outcome of the internal complaint or appeal, including detailed reasons for the outcome as soon as practicable.

- Student not satisfied with the internal complaint resolution process or the outcome can access **YES College's** internal appeals process within 20 working days from the notification date.
- **YES College** staff will keep a written record of the complaint or appeal, including a statement of the outcome and reasons for the outcome, according to **YES College Record Management Policy and Procedures**. Written record of the complaint or appeal and further action required will be maintained in the **YES College Complaints / Appeals Logbook**.
- Where **YES College** considers more than 60 calendar days are required to process and finalise the complaint or appeal, **YES College** Staff will:
  - inform the complainant or appellant in writing, including reasons why more than 60 calendar days are required; and
  - regularly update the complainant or appellant on the progress of the matter.
- If the student is not satisfied with the outcome of the **YES College's** internal complaints handling and appeals process, **YES College** staff will advise the student within 10 working days of concluding the internal review of the student's right to access an external complaints handling and appeals process at minimal or no cost.
- **YES College** staff will provide the student with the contact details of the appropriate external complaints handling and external appeals body.
- If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the student, **YES College** must immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision, and advise the student of that action.
- **YES College's** complaints policy and appeals policy, procedures and process:
  - ensures the principles of natural justice and procedural fairness are adopted at every stage of the complaint and appeal process
  - are publicly available
  - set out the procedure for making a complaint or requesting an appeal
  - ensures complaints and requests for an appeal are acknowledged in writing and finalised as soon as practicable
  - provide for review by an appropriate party independent of **YES College** and the complainant or appellant, at the request of the individual making the complaint or appeal, if the processes fail to resolve the complaint or appeal.
- **YES College** will identify potential causes of complaints and appeals and take appropriate corrective action to eliminate or mitigate the likelihood of recurrence.
- **YES College** will securely maintains records of all complaints and appeals and their outcomes.
- **YES College's** complaints and appeals policy does not inhibit student's rights to pursue other legal remedies at any point during or after the implementation of procedure.

#### 4) Further information

If tuition fees remain outstanding, **YES College** reserves the right to withhold any Certificates and Records of Results achieved by the student. The Institute will refund any monies due to the student, to the student's education agent (where applicable).

**Reference:**

This policy/procedure supports:

*Education Services for Overseas Students Act (2000)*, National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 1: Marketing information and practices; Standard 2: Recruitment of an overseas student; Standard 3: Formalisation of enrolment and written agreements; Standard 10: Complaints and appeals

Standards for Registered Training Organisations (RTOs) 2015, Standard 5. Each learner is properly informed and protected.

**Documents/Forms:**

1. Application For Refund Form
2. Complaints/Appeal Form
3. Enrolment Acceptance Agreement
4. Enrolment Application form

**Revision History Table:**

Version	Date	Revision Description
2.0	30 May 2018	Original