Refunds Policy

Policy Owner	Commercial and Finance Manager
Contact Officer:	Commercial and Finance Manager
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Approved by:	Senior Management Group
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Related Policies:	Complaints and Appeals Policy Tuition Fees and Charges Policy
Related Documents:	Enrolment Terms of Offer (International Students) Enrolment Terms of Offer (Local Students) Refund Request Form Statement of Tuition Assurance (International Students) Statement of Tuition Assurance (Local Students) Statement of Tuition Assurance (Local Students) FEE-HELP Student Misconduct Policy

1. Overview

1.1. The purpose of this policy is to provide guidance to previous, prospective, commencing and continuing students (including student applicants) on the circumstances under which students are eligible for fee refunds.

1.2. This policy aligns with requirements set out in the:
- Higher Education Support Act 2003
- Education Services for Overseas (ESOS) Act 2000 and the National Code
- National quality assurance frameworks including:
  - Australian Qualifications Framework (AQF)
  - TEQSA's Higher Education Standards Framework (HESF)
  - ASQA's Vocational Education and Training (VET) Quality Framework and Standards for Registered Training Organisations (RTO)

2. Organisational Scope

2.1. This policy applies to intending, commencing and continuing ECC students in Higher Education, Certificate and ELICOS Courses.

3. Definitions

3.1. **Census Date:** For Pathway students, this is the last working day of Week 4 of a Study Period. For ELICOS students, this is the last working day of Week 4 of a 10 week block of study.

3.2. **Course:** A formal program of education and/or training made up of study components known as Units.

3.3. **Course Fees:** Refers to the total of cost of a Course as listed in the Letter of Offer

3.4. **Commencement**: the published date of commencement of tuition at ECC.

3.5. **Commencing Student:** A student who is undertaking the first Pathway Study Period of their Course. This includes all ELICOS students finishing their ELICOS Course and continuing to Pathway.

3.6. **Continuing Student:** A student who has completed at least one Pathway Study Period of his/her Course and is undertaking a second or subsequent Study Period of his/her Course.

3.7. **Deferral**: to delay commencement or continuation of Course studies (normally for a period of one Study Period).

3.8. **ELICOS Course:** English Language Intensive Courses for Overseas Students Course

3.9. **ELICOS Study Period:** Unless otherwise specified in the Letter of Offer, an ELICOS Study Period comprises a Full-Time Study Load over a 10week block.

3.10. **Enrolment in a Course:** occurs at the point a Confirmation of Enrolment (CoE) is issued by the College

3.11. **Enrolment in a Unit:** occurs at the point a student selects Units of study (normally carried out online).

3.12. **Enrolment Fees:** An Enrolment processing fee charged and payable up-front in the first Study Period of a Course.

3.13. **Existing Student:** A student who has completed an ELICOS Course and doing an additional ELICOS Course or a Pathway student going onto their second Pathway Study Period.

3.14. **Full-Time Study Load:** for one Study Period normally consists of 4 Units of study in a Certificate IV Course, Higher Education Course or Post-Graduate Qualifying Program. All ELICOS students must study a full time load which comprises 22.5 hours /week for the duration of each 10-week block.

3.15. **FEE-HELP**: an Australian Government loan scheme that assists eligible fee paying students pay part or all of their Tuition Fees. Australian citizens and holders of permanent humanitarian visas are eligible for FEE-HELP assistance.

3.16. **Immigration:** refers to the Department of Home Affairs, the Australian government agency responsible for issuing students with visas (https://www.homeaffairs.gov.au/)

3.17. **International Student:** For the purpose of this policy, an International student is defined as one who is not an Australian or New Zealand citizen or the holder of a permanent residency or humanitarian visa. For the purposes of this policy, students who are in Australia, as a result of their parents/legal guardians being on a temporary business visa (e.g. visa subclass 457), are also regarded as International Students.

3.18. **Local Student:** For the purpose of this policy, a Local Student is anyone who is a permanent resident of Australia, citizen of Australia or New Zealand or the holder of a permanent humanitarian visa who will be resident in Australia for the duration of a Course of study.

3.19. **OSHC:** refers to Overseas Student Health Cover – a requirement for all international students who are in Australia on a study visa.

3.20. **Pathway Course:** Refers to any Certificate course, Higher Education course or the Post-Graduate Qualifying Program (PQP) delivered by ECC.

3.21. **Self-Supporting Students:** Students who are independent from their parents or legal guardians, and pay their own Tuition Fees.

3.22. **Study Period**: For Pathway students, one Study Period comprises one trimester or one semester. For ELICOS students, one Study Period comprises one 10-week block unless otherwise stated in the Letter of Offer.

3.23. **Tuition Fees:** Fees charged for undertaking Units of study in a Study Period or ELICOS Study Period, payable upfront (except for local FEE-HELP students)

3.24. **Unit**: a discrete component of study within a Course.

4. Policy Principles

4.1. The information in this document outlines the circumstances under which a student may claim a refund of fees paid to ECC.

4.2. All students have access to a free Complaints and Appeals Process if they feel aggrieved by a decision or action made by ECC. For information on how to lodge a complaint or appeal refer to the *Complaints and Appeals Policy* at: https://www.edithcowancollege.edu.au/policies.

4.3. This Policy and the availability of complaints and appeals processes, does not remove the right of the student to take action under the *Australia Consumer Law* if the Australian Consumer Law applies.

5. Policy Content

Fees

5.1. Once an applicant accepts a place offered by ECC and pays fees or incurs a FEE-HELP debt, a binding contract is created between the student and ECC.

5.2. The person signing the acceptance forms is liable for payment of all fees.

5.3. Provision has been made to safeguard payments made in advance by students. All course fees will be deposited into the ECC Student Fees Account. When the student commences study, ECC will draw down these funds from the Student Fees Account.

Refunds

5.4. A student may cancel their Enrolment in a Unit or Course at any point in time. Depending on the timing of that request, a FEE-HELP debt and/or cancellation charges may apply as outlined in the tables below.

5.5. A student who wishes to claim a refund will need to complete and submit the appropriate paperwork. The refund will be calculated in accordance with the conditions set out in the *Fee Refund Schedule* (Schedule 1 and 2) as outlined in the tables below.

5.6. Cancellation charges for withdrawal from a Course will be applied to the total Tuition Fees payable for the Study Period. For commencing students the Tuition Fees payable are based on a Full-Time Study Load, whereas for Continuing Students, Tuition Fees are based on the study load (number of Units enrolled) in that Study Period .

5.7. In line with policy section 5.6, where a Commencing Student withdraws from a single Unit on or before Week 4 of their first Study Period , Tuition Fees for that Unit will not be refunded but will instead be credited to the following Study Period. In the event that the student withdraws from the Course before using the Tuition Fee credit, the credit will be forfeited.

5.8. Where a student wishes to withdraw from their Course of study, the student must complete and submit a Course Withdrawal Form (available online) to obtain a refund.

5.9. Where a continuing student with a Tuition Fee credit recorded on their account after week 4 of Study Period wishes to obtain a refund, the student must complete a Refund Request Form and submit it to the ECC Welcome Centre, showing their Student ID card.

5.10. Where the student is entitled to a refund of fees under this policy the refund will be paid within four (4) weeks of receiving a written (or online) request from the student.

5.11. Refunds will only be made by direct deposit (electronic funds transfer) into a bank account nominated by the student on the Refund Request form, or, where fees were paid by credit card, by issuing a credit to that credit card.

5.12. Refunds will be paid in Australian dollars to the person who entered into the contract with ECC (normally the student), unless that person gives a written direction to ECC to pay the refund to another person.

5.13. Census Date is the date on which Unit Enrolments are confirmed. After this date Tuition Fees for confirmed Units may only be refunded under exceptional circumstances deemed by ECC to be compelling or compassionate grounds.

5.14. Non-self-supporting students are required to declare that they have their parents' (or legal guardians) permission to obtain a refund of Tuition Fee credits. Whilst all care is taken, ECC takes no responsibility for refunding monies to a student who has misled ECC regarding permission from parents to do so.

5.15. Students who are officially sponsored will not be permitted to request a refund of any Tuition Fee credits. Such credits can only be paid to the recorded sponsor.

5.16. ECC will use its best endeavours to ensure that students are aware of any available refunds under this policy, however, it is the responsibility of the student to be aware of any available refunds on their account and to maintain current contact details. Any balance remaining on the student account three months after student has completed, cancelled or withdrawn from the program will be forfeited. Students can access these details through the student portal.

5.17. Refunds will only be sent to overseas bank/addresses if the value is in excess of AU$50. Students providing the college with incorrect bank details will be refunded again less the bank charges incurred by ECC, after the money has been credited in the ECC bank account.

5.18. Enrolment and late re-Enrolment fees for returning Pathway students are non-refundable.

5.19. A student is eligible for a refund of their unused portion of OSHC upon changing OSHC Provider or changing to a different visa which does not require OSHC. .

Deferral

5.20. Prior to commencing their Course and subject to approval, students may apply in writing to defer Course commencement to a later Study Period for reasons other than not meeting admission requirements, such as compassionate and compelling circumstances.

5.21. International students who wish to Defer may need to gain approval from Immigration.

5.22. ECC will credit any fees paid to the relevant Study Period without penalty. If the student subsequently withdraws, the *Refund Policy* will apply as at the date ECC received the original request for Deferral regardless of a subsequent offer being made. The maximum period of Deferral is four months except where there is evidence of compassionate or compelling circumstances. Students must advise ECC in writing of any intended leave of absence.

5.23. Where a current student applies in writing to defer their Course after Enrolment and within the first four weeks of the Study Period, subject to approval, ECC will hold all fees paid and credit the fees to the following Study Period. If the student subsequently withdraws, the *Refund Policy* applies from the date ECC received the request for Deferral. If the student applies for a leave of absence after the first four weeks of the Study Period, their place will be held, but all Tuition Fees applicable to that Study Period will be forfeited.

Exceptional Circumstances

5.24. A student whose withdrawal or Enrolment cancellation is due to exceptional compassionate or compelling circumstances can request that cancellation charges be waived or, if applicable, request a remission of their FEE-HELP debt.

5.25. In accordance with the ESOS Act and Immigration requirements, ECC recognises the following events to be compassionate, compelling circumstances beyond the control of the student, which may have an impact upon the student's course progress or wellbeing:

- serious illness, pregnancy or injury, where a medical certificate states that the student was unable to attend classes for an extended period;
- bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies; or
- a traumatic experience which could include involvement in, or witnessing a serious accident or witnessing or being the victim of a serious crime

5.26. Refund requests should outline the reasons for the withdrawal and include documentary evidence such as medical certificates to support the application. Requests must be made in writing within twelve months of the date of the withdrawal request or the conclusion of the Study Period in which the Course was undertaken.

Transfer from ELICOS and other Partner Providers

5.27. Where an existing ELICOS student wishes to extend their English study at ECC leading to a request to defer their Pathway studies at ECC in their first Study Period, a refund equivalent to fees paid less 60% of the balance of the first Study Period's fees can be made available to the student.

5.28. Where a student is studying ELICOS, sits an English test before finishing that Course, and moves to Pathway or is repackaged with another ELICOS Course, a withdrawal charge of $200 will be payable

5.29. Commencing students who fail to meet a condition stopping them from enrolling in their proposed Study Period will be eligible for a full refund of Tuition Fees less an administration charge of $500 provided ECC was notified before the Study Period commenced.

5.30. Students who are approved for direct entry into Edith Cowan University subsequent to commencing their first Study Period at ECC will be entitled to a full refund of Tuition Fees payable directly to ECU less an administration charge of $500.

5.31. The Homestay placement fee is non-refundable. Refer to ECC website for current Homestay fees (https://www.edithcowancollege.edu.au/accommodation)

Provider Default

5.32. ECC reserves the right to withdraw a Unit(s) or Course from offer at its discretion. If a student is unable to enrol in a similar Course or Unit(s) at ECC and the Enrolment is cancelled, all fees will be refunded in full.

5.33. In the unlikely event that ECC is unable to deliver a student's Course in full, the student will be offered a refund of all Course money paid to date. The refund will be paid within 2 weeks of the day on which the Course ceased to be provided. Alternatively, the student may be offered Enrolment in a suitable alternative ECC Course at no extra cost. The student has the right to choose whether he/she would prefer a full refund of Course fees, or to accept a place in another Course. If the student chooses placement in another Course, he/she will be asked to sign a document to indicate that he/she accepts the placement.

5.34. Where ECC is unable to provide a refund or place a student in an alternative Course, students may seek remedy through one of the following Tuition Assurance Schemes:

- **For International Students**
  - Tuition Protection Service (TPS) – see: https://tps.gov.au/Home/NotLoggedIn

- **For Local Students**
  - Higher Education – Tuition Assurance Scheme for FEE-HELP Providers – see: https://www.education.gov.au/help-and-other-information
  - Certificate – ECC complies with Schedule 6 of Standards for Registered Training Organisations (RTOs) 2015 (see:https://www.asqa.gov.au/news-publications/news/alternate-fee-protection-options-asqa-rtos)

- Further information about Tuition Assurance see https://www.edithcowancollege.edu.au/policies for:
  - Statement of Tuition Assurance (International Students)
  - Statement of Tuition Assurance (Local Students)
  - Statement of Tuition Assurance (Local Students) FEE-HELP

5.35. Students transferring to an ECU Course at the completion of an ELICOS stand-alone Package will not incur a cancellation fee and upon the student's request, any excess funds on a student's account will be transferred to ECU on completion of a withdrawal form.

5.36. Deferral is a short break that has been authorized by the ECC Academic Director. As outlined above, approval is subject to compassionate, compelling circumstances with accompanying documents as evidence.

International Students on Australian Student Visas:

5.37. Proof of visa refusal for new students must be sent to ECC no later than four weeks after visa refusal notification from the Australian High Commission. A charge of $200 will be incurred.

5.38. A student who is deemed to be a Non-Genuine Temporary Entrant (as defined by Immigration) will have an administration charge of $200 deducted from the refund provided.

6. Administrative procedures

6.1 This policy and related documentation is accessible on the ECC website at: https://www.edithcowancollege.edu.au/policies

6.2 This policy and related procedures will be communicated to staff via email. New staff will receive policy information during the induction process as it relates to their position.

SCHEDULE 1: REFUNDS RULES AND CANCELLATION CHARGES (INTERNATIONAL STUDENTS)

REASON FOR REFUND	NOTIFICATION PERIOD	CANCELLATION FEE	REFUND
Application for a visa is unsuccessful	Before Course Study Period commences	AUD$200	Full refund of Study Period fees less cancellation fee
Commencing student who fails to meet a condition of their Enrolment which prevents them from enrolling in their Course	Before Course Study Period commences	AUD$500	Full refund of Study Period fees less cancellation fee
Commencing International Student withdraws from Course or Commencing International student's visa is revoked for breach of visa conditions Study Period fees relate to a full time study load of 4 Units - Refer to policy *Refunds* section	More than 10 weeks before Study Period commences	AUD$500	Full refund of Study Period fees less cancellation fee
	4-10 weeks before Study Period commences	30% of Study Period fees	70% of Study Period fees
	Less than 4 weeks before Study Period commences	60% of Study Period fees	40% of Study Period fees
	Weeks 1-4 of Study Period	70% of Study Period fees	30% of Study Period fees
	After Week 4 of Study Period	100% of Study Period fees	No Refund
Continuing International Student withdraws from Course in any Study Period	Before Study Period commencement	No charge	100% of next Study Period fees
	Subject selection made but withdrawal prior to commencement of Study Period	60% of Study Period fees	40% of Study Period fees
	Weeks 1-4 of Study Period	70% of Study Period fees	30% of Study Period fees
	After Week 4 of Study Period	100% of Study Period fees	No Refund
Continuing International student's application for Visa renewal is rejected following breach of visa conditions; or	Weeks 1-4 of Study Period	30% of Study Period fees	70% of Study Period fees

Continuing International student enrolled in Units pending the outcome of an external appeal process has his/her visa cancelled (provided student was warned of the risk at point of Unit Enrolment)	Weeks 5-6 of Study Period	60% of Study Period fees	40% of Study Period fees
	After Week 6 of Study Period	100% of Study Period fees	No Refund
International Student withdraws from a single Unit (subject to policy – see *Refunds* section)	Weeks 1-4 of Study Period	No Charge	100% of Unit fee credited to following Study Period (to obtain a refund refer to policy *Refunds* section)
	After week 4 of Study Period	100% of Study Period fees	No Refund
International Student withdraws from Course or Units due to exceptional circumstances deemed by ECC as compelling or compassionate grounds	At all times	At the discretion of the College	At the discretion of the College
Enrolment is cancelled due to serious misconduct by the student	At all times	100% of Study Period fees	No refund
Continuing International Student who has been suspended as a result of unsatisfactory academic progress re-enrolls in Units pending the outcome of appeal (either internal or external). Appeal is unsuccessful and the student is withdrawn from the college.	Weeks 1-2 of Study Period Weeks 3-4 of Study Period From Weeks 5 of Study Period	30% of Study Period fees 40% of Study Period fees 50% of Study Period fees	70% of Study Period fees 60% of Study Period fees 50% of Study Period fees
Application to study at ECC or seek advanced standing is based on applicant (or representative) submitting false or fraudulent information and/or leading to a breach of the student visa	At any time	100% of Study Period fees	No refund

SCHEDULE 2: REFUND RULES AND CANCELLATION CHARGES (LOCAL STUDENTS)

For FEE-HELP students: If written notice of withdrawal is received prior to Census Date, ECC will make necessary adjustments to a student's record so no debt to the Australian Government will be incurred.

Reason For Refund	Notification Period	Cancellation Fee	Refund
Local Student withdraws from Course	Up to end of Week 4 of Study Period	AUD$250	Full refund of Study Period fees less AUD$250
	After Week 4 of Study Period	100% of Study Period fees	No Refund

Local Student withdraws from a single Unit	Before end of Week 4 of Study Period	No Charge	100% of Unit fee **credited** to following Study Period or FEE-HELP debt
	After week 4 of Study Period	100% of Study Period fees	No Refund or Credit
Local Student withdraws from Course **or** Units due to exceptional circumstances deemed by ECC as compelling or compassionate grounds	At all times	At the discretion of the College	At the discretion of the College
Continuing Local student who has been suspended as a result of unsatisfactory academic progress re-enrols in Units pending the outcome of an appeal (either internal or external). The appeal is unsuccessful and the student is withdrawn from the College	Before end of Week 4 of Study Period After week 4 of Study Period	No charge 100% of Study Period fees	100% of Unit fee credited to following Study Period or FEE-HELP debt No refund or Credit
Enrolment is cancelled due to serious misconduct by the student	At all times	100% of Study Period fees	No refund
Application to study at ECC or seek advanced standing is based on applicant (or representative) submitting false or fraudulent information	At any time	100% of Study Period fees	No refund

SCHEDULE 3:
ELICOS STUDENTS ONLY (INCLUDING ECU-PACKAGED STUDENTS)

Reason For Refund	Cancellation Fee	Refund
Visa refusal (proof of refusal necessary) Exception: See *International Students on Australian Student Visas* section	A$200	100% less cancellation fee
In the very unlikely event that ECC cancels the Program	All fees refunded	100%
ECC cancels a student's Enrolment due to serious breach of international student visa conditions or serious misconduct	100% of Course fees	No refund
COURSE WITHDRAWAL BEFORE COMMENCEMENT DATE – ALL ENGLISH COURSES		
More than 10 weeks	A$200	100% less cancellation fee
More than 4 and up to 10 weeks	20% of Course fees	80% of Course fees
4 weeks or less	30% of Course fees	70% of Course fees
COURSE WITHDRAWAL AFTER COMMENCEMENT DATE (Orientation day is considered as program commencement date for refund purposes)		
General / Academic English (Students transferring between ELICOS levels are taken as being continuing students)	No refund of fees paid for next 10 weeks	0% for next 10 weeks, 100% of remaining fees refunded

Student passes an IELTS Course (or other English Test) and moves to PATHWAY or is repackaged in a higher ELICOS Course	A$ 200	100% less cancellation fee (to be used for Tuition Fees)
Deferring Course prior to commencement date	100% of Course fees to be held in credit for up to 1 year	0%
Deferring Course after commencement date	100% of balance of fees to be held in credit for up to 1 year	0%
Students who get direct entry to Edith Cowan University before completion of Course	A$ 500	100% less cancellation fee
Transfer to ECC Pathway Course or another ELICOS Course (if student subsequently withdraws then refer to *Transfer from ELICOS* section)	100% of balance of fees paid can be transferred to ECC Pathway Courses	100% of balance of fees paid can be transferred to ECC Pathway Courses
Late arrival	No refund	0%
Compassionate Deferral	100% of balance of fees paid to be held in credit	0%
Enrolment is cancelled due to serious misconduct by the student or the student has been suspended or excluded as a result of unsatisfactory academic progress	100% of English Course fees	0%