



AAPoly Policy and Procedure		
HESF: 6.1, 6.2 & 7.2 Standards: 5.3 & 5.4, 6.1, 6.2, 6.3, 6.4, 7.3 & 8.5 NC: 3	Title: Fee Payment and Refund	
Rev #: 11	Approved By: Chief Executive Officer (CEO)	Date: 30/09/2020

REVISION HISTORY			
Rev	Description of Change	Author	Effective Date
10.3	Principles on late payment fee added.	General Manager, Operations and Risk Management	27/12/18
10.4	Removed reference to BTHM.	CEO	11/07/19
10.5	Added definition of tuition and non-tuition fees in line with the new ESOS Regulations 2019.	Compliance Manager	10/01/20
11	<ul style="list-style-type: none"> • Changed policy and procedure template format. • Improved the wording of the clauses in relation to fees, payment, and refund 	Compliance Manager	30/09/20

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1.0 Purpose

- 1.1** The College is committed to ensuring the fair and equitable management of student refunds and adheres to all relevant State and Commonwealth legislation regarding the administration of student fees. This policy refers to international students.
- 1.2** This policy and procedure outlines the rules and processes for payment of fees and refunds in relation to the courses offered by the College.

2.0 Scope


- 2.1** When an international student signs the Student Agreement accepting a place offered by the College and pays the fees, a binding contract is created between the student and the College.
- 2.2** Total fees to be paid in advance indicated in page 2 of the Offer Letter are due before commencement of the course. The due date for subsequent payments is indicated in the payment schedule in the Student Agreement.

3.0 Definitions

- 3.1 Refund** – A process by which monies are returned to a student for services not conducted.
- 3.2 Tuition Fees** – Fees the College receives, directly or indirectly, from the student that are directly related to the provision of a course that the provider is providing, offering to provide the student. Include fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience that form part of the student's course (whether mandatory or not), or are intended to assist the student to progress in their course, or are ancillary to the activities that form part of the student's course.
- 3.3 Non-tuition Fees** – An amount of money that the College receives, directly or indirectly, from the student that is not tuition fees. Include books and equipment, health insurance, administration, accommodation, and assistance to apply for or hold a student visa.

4.0 Responsibilities

- 4.1 Designated Student Services Officer (SSO)** – Liaises with the student, representative and relevant staff in the process of refund of fees. Reports default, any changes to student enrolment and outcome of the refund process through PRISMS to meet regulatory requirements.

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5.0 Procedure

5.1 Fees

5.1.1 All course fees and charges are payable in Australian dollars in accordance with the current published Fee Schedule. Fees may change from time to time, therefore students should confirm with AAPoly prior to enrolling into a course of their choice. Once enrolled in a course, the course fees will remain the same for the normal duration of that course.

5.1.2 Students must pay the “TOTAL FEES TO BE PAID IN ADVANCED” referred to in page 2 of the offer letter only after returning the signed and dated copy of the student agreement to the College and before the Confirmation of Enrolment is issued.

5.1.3 Non-Payment of Fees

The College reserves the right to take any or all of the following actions should a student not pay their fees as per the payment schedule:

- Disable access to computers
- Bar access to classroom
- Bar access to examinations
- Withhold transcripts, certificates and other documents
- Suspend or dismiss the student from the school
- Collect a late payment fee on the amount outstanding
- Pursue legal action to recover debt


5.1.4 Late Payment of Fees

Students must pay their fees in accordance with the payment schedule in the student agreement. Failure to pay fees by the due date may incur a financial penalty. The College reserves the right to charge, each month, an administration fee of \$10 plus a penalty fee computed at the rate of 1% per month on the amount outstanding from the day after the due date.

5.2 Refund

5.2.1 Any request for refund must be forwarded in writing to the College via email to studentadmin@aapoly.edu.au, using the Credit/Refund Form (found in http://www.aapoly.edu.au/pdf/application_form/AAPoly%20Refund%20Form.pdf) and signed by the student.

Note: If the student is withdrawing from the College, the student must complete and submit the Withdrawal of Enrolment Form along with the Credit/Refund Form and any relevant supporting documents.

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5.2.2 The College will pay the refund within twenty (20) working days after receiving from the student the Credit/Refund Form complete with all the relevant supporting documents. A statement explaining how the refund was calculated will accompany the payment to the student. Refunds will not be processed if supporting documentation is incomplete.

5.2.3 Where a refund is due, the refund amount will be calculated as per clauses 5.4, 5.5 and 5.6.

5.2.4 Where a refund is due, the refund amount will be calculated as per the refund procedure.

5.2.5 Refunds will be paid to the student, unless written authorisation is given by the student nominating another party

5.2.6 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 Process.

5.3 Student Default


5.3.1 A student is not eligible for a refund in the event of a student default. Situations of student default include the following:

- The student fails to pay an amount he or she was liable to pay the College, directly or indirectly, in order to undertake the course;
- The student breaches a condition of his or her student visa;
- The student fails to start the course on the agreed start day or attend classes and fails to inform the College in writing;
- Misconduct by the student; or
- The student withdraws from the course after the agreed start day.

5.4 Defaults by the College

5.4.1 Situations of the College in default include the following:

- The course does not start on the agreed starting day; or
- The course ceases to be provided at any time after it starts but before it is completed; or
- The course is not provided in full to the student because a sanction has been imposed on the registered provider by the authorities; and
- The student has not withdrawn before the default day.

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5.4.2 In the unlikely event that the College is unable to deliver the course in full, the College will notify the Tuition Protection Service (TPS) Director and students within three (3) business days of the Provider default and will have a period of fourteen (14) days to satisfy its tuition protection obligations in relation to an affected student.

5.4.3 The student will be offered a place in a suitable alternative course at the College or another provider, at no extra cost to the student, or will be provided with a refund of all unexpended prepaid tuition fees. The refund will be paid to the student within ten (10) working days from which the course ceased being provided. The refund will be paid directly to the student or another person who has been authorised by the student in writing.

5.4.4 The student has the right to choose whether to receive a refund of the unspent Tuition fees, or accept a place in another course at the College or at another provider.

5.4.5 If the College is unable to provide a refund or placement in an alternative course, or if it appears to the TPS Director that the College is unlikely to satisfy its tuition protection obligations, the student will have access to an on-line placement facility under the TPS. If a student requires any assistance with the placement process, a TPS Administrator or service provider will be available to help the student to place them in a suitable alternative course, or if this is not possible, they will be eligible for a refund as calculated by the TPS Director.


5.5 Visa Refusal

5.5.1 Where a visa application is refused before commencement of the course, the amount of the refund payable by the College is the sum of both tuition and non-tuition fees received by the College in respect of the student (the course fees), less a small amount to account for administrative costs that the College may have incurred in enrolling the student and undertaking other activities in preparation for providing the course to the student. The small amount of course fees that the College will retain on account of administrative costs is

- 5% of the amount of course fees received; or
- \$500; whichever is less

Note: The student payment for the Overseas Student Health Cover is separately processed and refunded in full by the College's partner health insurance provider BUPA.

5.5.2 Where a visa application is refused after commencement of the course, the refund amount of the tuition fee paid in advance is calculated as follows:

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Refund amount = weekly tuition fee x weeks in default period¹

5.5.3 In both circumstances, the student must show proof of refusal and evidence of payment to the College. However, the College is not required to provide a refund if the visa was refused for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default:

- student's failure to start the course on the agreed starting day;
- the student's withdrawal from the course;
- the student's failure to pay an amount that he or she was liable to pay the College in order to undertake the course.

5.6 Withdrawal from Course of Study


5.6.1 The student must notify the College of their request to withdraw from their course by completing the Withdrawal of Enrolment Form and Credit/Refund Form if the student is also requesting a refund, and submit the form(s) via email to studentadmin@aapoly.edu.au. A withdrawal administration fee of \$250 must be paid for every withdrawal request submitted. The refund amount for course withdrawal will be calculated based on the date on the Withdrawal of Enrolment Form provided that all relevant documentation was received by the College, and will be calculated as indicated in the following tables:

Before commencement of course:

More than 4 weeks before course commencement	70% refund of tuition fees paid in advance (For AAPoly's Higher Education courses: 70% refund of tuition fees paid in advance less BTHM/BBUS Application Fee (non-refundable))
4 weeks or less before course commencement	50% refund of tuition fees paid in advance (For AAPoly's Higher Education courses: 50% refund of tuition fees in advance paid less BTHM/BBUS Application Fee (non-refundable))

After commencement of course:

¹This calculation method also applies to refunds of fees in the following circumstances: Provider default (s46A and 46D of the ESOS Act); and Student default where the provider has not entered into a written agreement with the student that meets the requirements of (s47B and 47E(1)(b)(i) of the ESOS Act).

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No refund of tuition fees paid in advance

5.6.2 No Refunds

In the event of a withdrawal from the course, no refund will be given for the following payments:

- a. Administration/Registration Fees or any non-refundable fees such as BTHM/BBUS Application Fee, unless specified otherwise.
- b. Fees used to purchase goods and services from other service providers (i.e. Book Fee, Knife Kit, etc.) unless not provided to the student.

6.0 References

- 6.1 Offer Letter and Student Agreement
- 6.2 Student Complaints and Appeals Policy and Procedure
- 6.3 Deferment, Suspension or Cancellation of a Student’s Enrolment Policy and Procedure
- 6.4 Education Services for Overseas Students (ESOS) Act 2000
- 6.5 ESOS Regulations 2019

7.0 Appendices