

## Policy Title

## Refund Policy

### Preamble

This policy is consistent with:

- The Higher Education Support Act 2003 (HESA)
- The Education Services for Overseas Students Act 2000 (ESOS Act)
- The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)

### Purpose

This policy outlines the circumstances under which students are eligible for fee refunds and the amounts refundable in such cases.

Finance is responsible for the implementation of this policy.

### Scope

This policy applies to all prospective, commencing and continuing students at all campuses of Deakin College.

### Policy

1. This policy is underpinned by the following principles:
  - A student who has paid fees to enrol in a program at Deakin College has the right to request a refund as per this policy, its associated procedures and schedule;
  - This policy and the availability of Deakin College's Appeals Policy and Complaints Policy does not restrict a student's right to access Australia's consumer protection laws or pursue other legal remedies.
2. **Fees**
  - 2.1. Fees are:
    - Established by the management of Deakin College;
    - Clearly stated on the Letter of Offer;
    - Made available to all students through the Deakin College website and/or the Student Portal and;
    - Payable to the Deakin College Student Fees Account and are drawn down from that account once a student commences at Deakin College.
  - 2.2. The person signing the Offer Acceptance Form is liable for payment of all fees.
  - 2.3. Once an applicant accepts a place in a course and pays tuition fees, or submits an *electronic Commonwealth Assistance Form (eCAF)*, a binding contract is created between the student and Deakin College.

- 2.4.** Acceptance of a place in a course also signifies acknowledgement that Deakin College fees and this policy will be reviewed and amended from time to time.
- 3. Overpayment of fees**
- 3.1.** Prospective and commencing overseas students are not required to pay more than fifty per cent (50%) of their total course fees as listed on their Letter of Offer. A student who elects to pay more than the required 50% (chooses to 'overpay') will have their overpayment credited towards their account and applied to the fees for the next study period.
- 3.2.** Any overpayment of fees by a student will remain credited towards their account and be applied against fees in the next study period, or be available for refund if there is no subsequent study period.
- 3.3.** Overpayment of tuition fees will only be refunded where a student has completed or withdrawn from their course.
- 4. Refunds**
- 4.1.** Students may withdraw their offer acceptance or withdraw from their enrolment in a unit or a course at any point in time but may be liable for fees or FEE-HELP debt depending on the timing of the withdrawal. A student's withdrawal of offer acceptance or enrolment or failure to enrol or re-enrol are considered to be a Student Default.
- 4.2.** Any variations to enrolment received after the census date does not change the liability for the payment of fees.
- 4.3.** Students who wish to withdraw their offer acceptance or enrolment must submit a *Withdrawal Form* before a request for a refund is considered.
- 4.4.** Prospective and commencing students who fail to enrol or, continuing students who fail to re-enrol by the last day of enrolment in any study period are considered to have withdrawn.
- 4.5.** A complete *Application for Refund of Tuition Fees* and supporting documents (if required) must be submitted in order to process a request for a refund.
- 4.6.** Students who are officially sponsored are not permitted to request a refund of any tuition fee credits. In such circumstances, the recorded sponsor must apply for a refund.
- 4.7.** Recipients of a bursary or scholarship who withdraw from their packaged Deakin College pathway may have their bursary or scholarship revoked and their refund of tuition fees will be reduced by the amount of the original credit.
- 4.8.** No refund will be paid to FEE-HELP assistance students. FEE-HELP assistance students must formally withdraw from a unit or the course before census date, otherwise the FEE-HELP debt will be incurred for that trimester.
- 4.9.** No refunds of tuition fees will be given unless a student has either completed or withdrawn from their course or, had their enrolment terminated for unsatisfactory academic progress.
- 4.10.** Where a student is eligible for a refund, that refund will be calculated in accordance with the Fee Refund Schedule (Appendix A) of this policy.

- 4.11. Deakin College 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. Students can access their account details through Deakin College's Student Portal.
- 4.12. Any balance remaining in the student's account three (3) months after the student has completed or withdrawn from their course will be forfeited.
- 4.13. Where a student has any outstanding debt or a penalty, the debt or penalty must be paid in full, otherwise, this will be deducted from any refund.
- 4.14. A student whose enrolment is terminated at any time during their course as a result of seriously breaching Deakin College policies and/or rules will not be entitled to any refund of tuition fees.
- 4.15. If a student is found to have provided false or misleading information at any time, excluding visa refusal, Deakin College reserves the right to retain up to one hundred per cent (100%) of any course fees paid and, may withdraw the student's offer or terminate the student's enrolment.

## 5. Criteria for a Refund

### 5.1. Refusal of student visa

- Prospective or commencing overseas students whose student visa is refused by the Department of Home Affairs will be eligible for a refund in accordance to the Fee Refund Schedule (Appendix A).
- Evidence of student visa refusal (copy of the refusal letter) from the Department of Home Affairs must be provided in order for a refund request to be considered.

### 5.2. Student visa renewal rejection

- A continuing student whose student visa renewal is rejected by the Department of Home Affairs will not be eligible for a refund of fees. The student may be required to formally withdraw from their course as a consequence of the visa renewal rejection.

### 5.3. Absence of a compliant written agreement between the student and Deakin College

- In the event that there is no written agreement between the student and Deakin College, a refund will be provided to the student in accordance with the Fee Refund Schedule (Appendix A).

### 5.4. Termination of a student's enrolment due to unsatisfactory academic progress

- An enrolled student whose enrolment is subsequently terminated due to unsatisfactory academic progress will be entitled to a refund of fees in accordance to the Fee Refund Schedule (Appendix A).

### 5.5. Provider Default

- Deakin College reserves the right not to offer a program previously made available. If a student is unable to enrol in a similar course and/or the enrolment is cancelled, fees will be refunded in accordance to the Fee Refund Schedule (Appendix A).
- In the unlikely event that a student's course cannot be delivered in full, the student will be assisted to find a suitable alternative course within Deakin College or another

education provider at no extra cost to the student or, offered a refund of any unspent tuition fees. The student has the right to choose whether to accept an offer to study an alternative course or to obtain a refund of fees.

- If a student accepts an offer to study an alternative course, the student is required to formally accept the new offer in writing.
- In the event that Deakin College is unable to provide a refund or place a student in an alternative course, the Tuition Protection Service (TPS) for overseas students on students visas and eligible domestic students, will place the student in a suitable alternative course. If TPS or cannot place a student in a suitable alternative course, a refund may be applicable.
- For students at the Deakin College Jakarta Campus, if Deakin College is unable to provide a course to completion at the Jakarta campus, students may take up a place in the relevant course at one of Deakin College's campuses in Burwood or Geelong (located in Victoria, Australia). This is subject to a visa approval by the Department of Home Affairs.

## 6. Refund Calculation

- 6.1. Refunds will be calculated in accordance with the Fee Refund Schedule (Appendix A) of this policy.
- 6.2. The date for the purposes of refund calculation will be calculated from the next business day after the receipt of the completed *Withdrawal Form* or, the next business day after the last day of enrolment.

## 7. Payment of Refund

- 7.1. All refunds will be paid in Australian dollars. Where it is necessary for the refund to be converted into a currency other than Australian dollars, the amount to be refunded will be converted using the exchange rate on the date the payment is made. Deakin College will not be responsible for fluctuations in exchange rates.
- 7.2. In the event of a Student Default or the absence of a compliant written agreement between the student and Deakin College, a refund will be paid within four (4) weeks after the receipt of a complete *Application for Refund of Tuition Fees* and supporting documentation (if applicable).
- 7.3. In the event of a Provider Default, a refund will be paid within two (2) weeks after the receipt of a complete *Application for Refund of Tuition Fees* and supporting documentation (if applicable).
- 7.4. Refunds will be paid by direct deposit (electronic funds transfer) to the person who enters into the contract with Deakin College (usually the student), unless the person gives a written consent for Deakin College to pay the refund to another person.
- 7.5. Payments received via credit card will be refunded to the originating credit card account.

## 8. Deferment of Commencement of Studies

- 8.1. Where a prospective or commencing student is granted a deferment, Deakin College will hold the tuition fees paid without penalty until the subsequent study period.
- 8.2. Where the student subsequently withdraws, the refund will be calculated from the date on which the student applied for deferment.

**9. Leave of Absence**

- 9.1. Students whose leave of absence is received and granted before or on census date will have any fees paid credited to their account and, this will be applied to their fees for the subsequent trimester.
- 9.2. Where the student applies and is granted leave of absence after the census date, the tuition fees for that trimester will be forfeited.
- 9.3. Where the student subsequently withdraws from the course, the refund will be calculated from the date the student applied for the leave of absence.

**10. Return to Studies**

- 10.1. A student who has been subject to a cancellation charge and returns to their studies no more than two (2) study periods after their withdrawal may apply to have fifty per cent (50%) of their cancellation charges credited to their account.
- 10.2. Amounts will only be credited to the student's tuition account when the offer of place has been accepted and payment of the initial fees is received, as outlined in the Letter of Offer.
- 10.3. Should the student subsequently withdraw, the amount credited will be reversed and new cancellation charges will be calculated in accordance with the Fee Refund Schedule (Appendix A).

**11. Permanent Residency or Citizenship**

- 11.1. Students who are granted permanent residency or citizenship will be charged the domestic student tuition fee rates if documentary evidence is provided prior to the start of the trimester.
- 11.2. Where documentary evidence of citizenship or permanent residency is provided after Course Commencement of that trimester, the domestic student tuition fee rates will be charged from the subsequent trimester.

**12. Under 18 Guardianship Service Fees**

- 12.1. If certified evidence is provided that student visa has been refused by the Department of Home Affairs, guardianship fees paid (excluding the application fee) will be refunded.
- 12.2. If a student changes to a Department of Home Affairs approved arrangement after commencing with the Deakin College U18 Guardianship Service, the refund of the Deakin College U18 Guardianship Service fees will be calculated from the latter of the date of valid documentation of the Department of Home Affairs approved arrangement or the start date of the new Department of Home Affairs approved arrangements.
- 12.3. No refund will be issued for students who have changed campus or have changed education provider and no longer require Deakin College Guardianship Service.

**13. Deceased Students**

- 13.1. In the event of a death of a student, 100 per cent (100%) of fees paid for the current and future study periods will be refunded.
- 13.2. Where eligible for a refund, a certified copy of the death certificate will be required to process the refund.

## 14. Appeals

**14.1.** Students are entitled to appeal a decision under this policy by submitting an *Appeal Application* to Deakin College Appeals, as per the *Appeals Policy*. The appeal must be lodged within twenty (20) working days from the date the decision was communicated to the student in writing.

**14.2.** A student who is required to enrol in their course but has lodged an appeal and is awaiting a determination, will be refunded 100 per cent (100%) of the tuition fees paid for that study period if the appeal is upheld through the internal or external appeal process.

## FEE REFUND SCHEDULE

### Appendix A

#### Overseas Student, Temporary Resident and Off-Shore Students Refund Calculations

| Reason for Refund  | Notification Period  | Refund Amount  |
|--|--|--|
| <b>Student Visa Refusal or Rejection</b>   |  |  |
| <b>1. Student visa refusal**</b><br>(a) Prospective or commencing overseas student <b>prior</b> to Course Commencement<br><br>(b) Prospective or commencing overseas student <b>after</b> Course Commencement<br><br>**evidence of visa refusal from Department of Home Affairs required | (a) As soon as practicable<br><br>(b) Refer below:<br>i. Prior to Census date<br><br>ii. After Census date | a) Full refund minus either a \$500 administrative fee or 5% of the tuition fee received, whichever is lower<br><br>(b) Refer below:<br>i. 100% of unspent tuition fees<br><br>ii. No refund of tuition fees |
| <b>2. Student visa renewal rejection</b> (Continuing overseas student)   |  | No refund of tuition fees  |
| <b>Student Default</b>   |  |  |

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| <p><b>3. Failure to meet entry requirement(s) or conditions of enrolment</b><br/>(Prospective or commencing student)</p>  | <p>Before course commencement date</p>   | <p>Full refund minus either a \$500 administrative fee or 5% of the tuition fee received, whichever is lower</p>  |
| <p><b>4. Withdrawal from course<sup>#</sup></b><br/>(Prospective or commencing student)<br/><sup>#</sup> If specified in the Letter of Offer, a non-refundable deposit will be retained by Deakin University if a student withdraws from studies.</p> | <p>(a) More than 10 weeks before commencement date of Trimester</p> <p>(b) More than 4 weeks and up to 10 weeks before commencement date of Trimester</p> <p>(c) 4 weeks or less before commencement date of Trimester</p> <p>(d) After commencement of teacher but before census date of Trimester</p> <p>(e) After census date</p> | <p>(a) Full refund less a \$500 administrative fee</p> <p>(b) 60% of the Trimester tuition fees less a \$500 administrative fee</p> <p>(c) 30% of the Trimester tuition fees less a \$500 administrative fee</p> <p>(d) 15% of the Trimester tuition fees less a \$500 administrative fee</p> <p>(e) No refund of Trimester's tuition fees and liable for any outstanding program fees for that Trimester</p> |
| <p><b>4b. Withdrawal from course</b><br/>(continuing student)</p>   | <p>(a) Prior to the Course Commencement</p> <p>(b) Prior to the Course Commencement</p> <p>(c) Prior to census date</p> <p>(d) After census date</p>   | <p>(a) 100% of tuition fees provided a minimum of 4 units have been undertaken</p> <p>(b) 30% of tuition fees provided a minimum of 4 units have not been undertaken</p> <p>(c) 30% of tuition fees</p> <p>(d) No refund of tuition fees</p>  |
| <p><b>5. Withdrawal from a unit</b></p>   | <p>(a) Prior to census</p>   | <p>(a) 100% of the unit fee credited to the following study period</p>  |

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|   | (b) After census  | (b) No refund and liable for outstanding tuition fees for unit  |
| <b>6. Termination of enrolment due to a serious breach of Deakin College policies, procedures or student code of conduct, including academic or non-academic misconduct</b> | At any time during the course                                 | Refund in accordance with item 4 above less any costs reasonably incurred by Deakin College in relation to the breach |
| <b>7. Termination of enrolment due to Unsatisfactory Academic Progress</b>  | At the completion of internal and/or external appeal / review | 100% of unspent tuition fees  |
| <b>Other Reasons</b>  |   |   |
| <b>8. Deferral</b>  | Prior to Course Commencement                                  | Tuition fees can be transferred to a later start date within 12 months.   |
| <b>9. Leave of Absence</b>  | Prior to census   | Tuition fees can be transferred to a later start date within 12 months.   |

#### Domestic Onshore Student (Upfront Payment) Refund Calculations

| Reason for Refund                                      | Notification Period      | Refund Amount                                    |
|--|--------------------------|--|
| <b>1. Withdrawal from a unit(s) during a trimester</b> | (a) Prior to census date | (a) 100% of tuition fees                         |
|  | (b) After census date    | (b) No refund of tuition fees                    |
| <b>2. Withdrawal from course</b>                       | (a) Prior to census date | (a) Tuition fees less a \$500 administrative fee |
|  | (b) After census date    | (b) No refund of tuition fees                    |

#### Domestic Onshore Student (FEE-HELP) Re-credit



| Reason for Re-credit                                   | Notification Period      | FEE-HELP Loan Liability | FEE-HELP Re-credit       |
|--|--------------------------|-------------------------|--------------------------|
| <b>1. Withdrawal from a unit(s) during a trimester</b> | (a) Prior to census date | (a) 0% of tuition fees  | (a) 100% of tuition fees |
|  | (b) After census date    | (b) 100% of tuition fee | (b) 0% of tuition fees   |
| <b>2. Withdrawal from course</b>                       | (a) Prior to census date | (a) 0% of tuition fees  | (a) 100% of tuition fees |
|  | (b) After census date    | (b) 100% of tuition fee | (b) 0% of tuition fees   |

## Appendix B

### Additional Services Fee Refund Schedule

| Reason for Refund   | Notification Period      | Refund Amount                                   |
|---|--------------------------|---|
| Overseas Health Cover   |                          | 100% of unused premium based on calendar months |
| <b>Under 18 Guardianship Fees</b>   |                          |   |
| Non-use of guardianship service   |                          | 100%  |
| Guardianship fees (visa refusal)  | Evidence of visa refusal | 100% excluding application fees                 |
| Guardianship fees (change to new Department of Home Affairs approved arrangement) |                          | 100% of unused guardianship service fees        |
| Guardianship fees (change of approved guardian)                                   |                          | No refund of fees                               |
| Guardianship fees (change of approved education provider or change of campus)     |                          | No refund of fees                               |

|   |                                       |                   |
|---|---------------------------------------|-------------------|
| Guardianship fees<br>(termination of enrolment) | Linked to termination<br>of enrolment | No refund of fees |
|---|---------------------------------------|-------------------|

### Related Policies

NA

### Procedure

Refund Procedure

### Definitions

| Key Term or Acronym    | Definition   |
|------------------------|--|
| Bursary or Scholarship | A reduction in tuition fees granted under certain conditions   |
| Census Date            | The date after which a student incurs a liability to pay for the unit of study in which they are enrolled (TCSI website), usually the last day of week four of each trimester. For domestic FEE-HELP students a financial liability to the Commonwealth Government will be incurred after this date. |
| CoE                    | Confirmation of Enrolment. A document registered with the Australian Government confirming an overseas student's acceptance into a course for a specified duration.  |
| Commencement Date      | For prospective and commencing students, this is the course commencement date as specified in the Written Agreement (Letter of Offer).<br>For continuing students, this is the trimester start date.   |
| Continuing Student     | A student who has commenced or undertaken a minimum of one trimester in a course at Deakin College and continue to enrol for further trimester(s).   |
| Course                 | A program of instruction that leads to an award of Deakin College.   |
| Course Commencement    | For prospective and commencing students, when a student is enrolled in units of study at or subsequent to the commencement date of a study period as specified in the Written Agreement (Letter of Offer).   |

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| Deakin College Appeals                         | The final appeals body at Deakin College that considers appeals from students against any decision by Deakin College of an academic or non-academic nature.  |
| Deferment                                      | Applies to any student who has accepted an offer for a place in a course for a specified intake but does not intend to commence that course until a later intake.  |
| Domestic Onshore Student                       | Defined as an Australian citizen, New Zealand citizen or holder of a permanent residency visa, including a humanitarian visa.  |
| Electronic Commonwealth Assistance Form (eCAF) | The electronic Commonwealth Assistance Form (eCAF) is an online form used by domestic students to apply for the Higher Education Loan Program loan (FEE-HELP).   |
| ESOS Act 2000                                  | The <i>Education Services for Overseas Students Act 2000</i> (Cth). This Act regulates the delivery of education services to overseas students in Australia.   |
| False or misleading information                | Information that is not genuine.   |
| FEE-HELP                                       | An Australian Government financial assistance program under the <i>Higher Education Support Act 2003</i> which provides eligible fee paying domestic onshore students with loans to cover all or part of their higher education tuition fee costs. |
| HESA   | <i>Higher Education Support Act 2003</i> . An Act relating to the funding of higher education.   |
| Leave of Absence                               | A period of approved absence from a course in which a student is enrolled.   |
| Offshore Student                               | An offshore student is any student of Deakin College who either studies in their home country or studies in another country other than Australia.  |
| Overseas Student                               | A student on an Australian student visa.   |
| Permanent Resident                             | An Australian permanent resident (permanent resident) is the name given to a non-citizen who is the holder of a permanent visa. A permanent resident can live, work and study without restriction in Australia. (DHA website)                      |
| Prospective and Commencing Student             | A person, whether within or outside Australia, who has taken steps towards becoming a student.   |
| Provider default                               | Deakin College, as the provider, will have defaulted if:   |

|                    |   |
|--------------------|---|
|                    | <ul style="list-style-type: none"> <li>• it fails to provide a program to a student on the starting day specified in the Letter of Offer; or</li> <li>• it ceases to provide a program after it starts but before it is completed, as specified in the Letter of Offer, and the student has not withdrawn before then</li> </ul>  |
| Student            | <p>A person who intends to enrol or is enrolled at Deakin College. This includes a:</p> <ul style="list-style-type: none"> <li>• Continuing student</li> <li>• Domestic Onshore student</li> <li>• Domestic Offshore student</li> <li>• Commencing student</li> <li>• Prospective student</li> <li>• Overseas student</li> </ul>  |
| Student default    | <p>A student default occurs if:</p> <ul style="list-style-type: none"> <li>• the student does not start the course on the agreed course start date; or</li> <li>• the student withdraws from the course; or</li> <li>• the student failed to pay an amount he or she was liable to pay the provider in order to undertake the course; or</li> <li>• the student breached a condition of his or her student visa; or</li> </ul> <p>the student's enrolment is suspended, withdrawn or terminated by the provider due to misbehaviour by the student. (ESOS Act 2000)</p> |
| Study Period       | <p>A discrete period of study within a course, namely term, semester, trimester, short course of similar or lesser duration, or as otherwise defined by the registered provider as long as that period does not exceed six months. (National Code 2018)</p>   |
| Suspension         | <p>A period of absence as penalty due to misbehaviour as defined in the Student Code of Conduct Policy</p>  |
| Temporary Resident | <p>A person other than an overseas student who is:</p> <p>(a) residing in Australia for a specific purpose, including skilled, temporary work, international relations, training and research; and</p> <p>holds a visa permitting study in Australia</p>  |
| Termination        | <p>An action initiated by Deakin College where a student's enrolment is terminated due to the following reasons:</p> <ul style="list-style-type: none"> <li>• Unsatisfactory Academic Progress</li> <li>• Unsatisfactory Attendance</li> <li>• Academic Misconduct</li> </ul>   |

|                                   |  |
|-----------------------------------|--|
|                                   | <ul style="list-style-type: none"> <li>• Non-enrolment</li> <li>• Non-payment of fees specified in the Letter of Offer</li> <li>• Any other serious breach of Deakin College policy and/or rules</li> </ul>  |
| Trimester                         | A defined and formal period of study of 13 weeks. Deakin College runs three compulsory trimesters annually   |
| Tuition Assurance                 | A legislative framework which ensures that a student whose education provider is unable to fully deliver their course of study is efficiently relocated in a comparable course with minimal disruption or provided with a refund of unspent tuition fees   |
| Tuition Fees                      | Fees received which are directly related to the provision of a course by Deakin College, or the offering to provide, to a student  |
| Tuition Protection Services (TPS) | The Tuition Protection Service (TPS) is an Australian Government initiative which supports overseas students on student visas and eligible domestic students whose education providers are unable to fully deliver their course of study (education.edu.au website)                                    |
| Unit                              | A component of study within a course. Also referred to as a subject  |
| Withdrawal from unit              | Formal withdrawal, initiated by the student, from a single unit of study offered during a study period   |
| Withdrawal from course            | Formal withdrawal, initiated by the student, from the primary award in which the student is enrolled   |
| Written Agreement                 | A written agreement is a document which sets out the services to be provided by the provider, fees payable by the student and information in relation to refunds of course money. The written agreement usually also includes an offer of place to a course, commonly referred to as a Letter of Offer |

## Status and Details

|                           |               |
|---------------------------|---------------|
| <b>Identification</b>     | Refund Policy |
| <b>Initial Issue Date</b> | 5/04/2018     |
| <b>Status</b>             | Current       |
| <b>Domain</b>             | Governance    |

|                               |  |
|-------------------------------|--|
| <b>Effective Date</b>         | 3/03/2025  |
| <b>Review Date</b>            | 31/12/2025   |
| <b>Approval Authority</b>     | Senior Management Group  |
| <b>Implementation Officer</b> | Student and Academic Services Manager (Burwood), Campus Manager (Geelong), Campus Director (Jakarta) |
| <b>Enquiries Contact</b>      | Angie Ng   |