

## **Policy Title**

## **Refund Policy**

### **Preamble**

This Policy was approved by the Senior Management Group on 23 March 2018.

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 a *Request for FEE-HELP Assistance Form*, 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 student 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 or, the Australian Student Tuition Assurance Scheme (ASTAS) for domestic, temporary and permanent resident students, will place the student in a suitable alternative course. If TPS or ASTAS 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 compliance 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 the commencement of that trimester, the domestic student tuition fee rates will be charged from the subsequent trimester.

**12. Deceased Students**

**12.1.** 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.

**12.2.** Where eligible for a refund, a certified copy of the death certificate will be required to process the refund.

**13. Appeals**

**13.1.** Students are entitled to appeal a decision under this policy by submitting an *Appeal Application* to the Deakin College Appeals Committee at [dcoll-appeals@deakin.edu.au](mailto:dcoll-appeals@deakin.edu.au). The appeal must be lodged within twenty (20) working days from the date the decision was communicated to the student in writing.

**13.2.** 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.

**Appendix A**

**FEE REFUND SCHEDULE**

**Overseas Student, Temporary Resident and Domestic Off-Shore Refund Calculations**

Reason for Refund	Notification Period	Cancellation Penalty	Refund (Amount to be refunded)
<b>Student Visa Refusal or Rejection</b>			

<b>1. Student visa refusal*</b> (Prospective or commencing overseas student) * evidence of visa refusal from Department of Home Affairs required	As soon as practicable	The lesser of the following amounts: (a) 5% of the amount of course fee; or (b) \$500	Tuition fees less Cancellation Penalty
<b>2. Student visa renewal rejection</b> (Continuing overseas student)		100% of tuition fees	No refund of tuition fees
<b>Student Default</b>			
<b>3. Withdrawal from a unit(s) during a trimester</b> (Continuing student)	(a) Prior to census date		(a) 100% of unit fees will be credited to student's account and will be applied to the next study period's fees
	(b) After census date		(b) No refund of fees
<b>4. Failure to meet entry requirement(s) or conditions of enrolment</b> (Prospective or commencing student)	Before course commencement date	A\$500	Tuition fees less Cancellation Penalty

Reason for Refund	Notification Period	Cancellation Penalty	Refund (Amount to be refunded)
<b>5. Withdrawal from course</b> (Prospective or commencing student)	(a) More than 10 weeks before commencement date	(a) 25% of tuition fees	(a) 75% of tuition fees
	(b) More than 4 weeks and up to 10 weeks before commencement date	(b) 60% of tuition fees	(b) 40% of tuition fees
	(c) 4 weeks or less before commencement date	(c) 80% of tuition fees	(c) 20% of tuition fees
	(d) After census date		

		(d) 100% of tuition fees	(d) No refund of tuition fees
<b>6. Withdrawal from course</b> (continuing student)	(a) Prior to the commencement of teaching	(a) 0%	(a) 100% of tuition fees provided a minimum of 4 units have been undertaken
	(b) Prior to census date	(b) 80% of tuition fees	(b) 20% of tuition fees
	(c) After census date	(c) 100% of tuition fees	(c) No refund of tuition fees
<b>7. Termination of enrolment due to a serious breach of Deakin College rules</b>	At any time during the course	100% of tuition fees	No refund of tuition fees
<b>8. Withdrawal or suspension of enrolment due to a misconduct, including academic misconduct</b>	At any time during the trimester	100% of tuition fees	No refund of trimester tuition fees
<b>9. Termination of enrolment due to Unsatisfactory Academic Progress</b>	At the completion of internal and/or external appeal / review	0% of tuition fees	100% of unspent tuition fees
<b>Reason for Refund</b>	<b>Notification Period</b>	<b>Cancellation Penalty</b>	<b>Refund (Amount to be refunded)</b>
<b>Provider Default</b>			
<b>10. Provider Default</b> (Prospective, commencing or continuing student)		0% of tuition fees	100% of unspent tuition fees
<b>Absence of a compliant written agreement</b>			
<b>11. Absence of a compliant written agreement between overseas student and Deakin College</b>		0% of tuition fees	100% of unspent tuition fees



## Related Policies

### Procedure

Refund Procedure

### Definitions

Key Term or Acronym	Definition
Australian Student Tuition Assurance Scheme (ASTAS)	ACPET's Australian Student Tuition Assurance Scheme (ASTAS) is an approved scheme which is compliant with the requirements of the Higher Education Support Act 2003 (ACPET website)
Bursary or Scholarship	A reduction in tuition fees granted under certain conditions
Census Date	The date after which a student incurs a debt for the unit of study in which they are enrolled (HEIMS website), usually the last day of week four of each trimester. For domestic FEE-HELP students a financial debt 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 (Offer Letter). 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.
Deakin College Appeals Committee	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.
Domestic Offshore Student	Defined as a citizen, temporary or permanent resident of Indonesia.
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.
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	A person who intends to enrol or is enrolled at Deakin College. This includes a: <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	A student default occurs if: <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	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)
Suspension	A period of absence as penalty due to misbehaviour as defined in the Student Code of Conduct Policy.
Temporary Resident	A person other than an overseas student who is:  (a) residing in Australia for a specific purpose, including skilled, temporary work, international relations, training and research; and  holds a visa permitting study in Australia.
Termination	An action initiated by Deakin College where a student's enrolment is terminated due to the following reasons: <ul style="list-style-type: none"> <li>• Unsatisfactory Academic Progress</li> <li>• Unsatisfactory Attendance</li> <li>• Academic Misconduct</li> <li>• Non-enrolment</li> <li>• Non-payment of fees <ul style="list-style-type: none"> <li>• Any other serious breach of Deakin College policy and/or rules</li> </ul> </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 Scheme	A tuition assurance framework for overseas students under Part 5 of the ESOS Act 2000.
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 an Offer Letter.

### Status and Details

<b>Status</b>	Current
<b>Domain</b>	Governance
<b>Effective date</b>	22/03/2018
<b>Review date</b>	30/04/2020
<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