

## 1 Purpose

This policy and procedure is formulated to comply with and address the administration of refunds to students in order to satisfy the Standards for RTOs (2015), the ESOS Act 2000 and the ESOS Legislation Amendment Act 2012, the ESOS Regulations 2001 (updated June 2012), and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018). The policy and procedure covers both overseas and domestic students.

## 2 Background

This policy and procedure is the legal contract between the college and the student that is referred to in the student application form where students are required to sign off on refund arrangements prior to enrolment. It is also noted in the Unity College Australia Handbook (published at [www.unity.edu.au](http://www.unity.edu.au)) and explained as part of the application process.

## 3 Refund policy in the case of provider default

### 3.1 Provider default is defined where either:

- a) The course does not start on the agreed starting day.
- b) The course ceases to be provided before it is completed.
- c) The course is not provided in full and/or is significantly different to that which was marketed to the student.

### 3.2 Where this occurs, the total amount of course money received from the student is to be refunded.

### 3.3 Process for payment of Refund in the case of Provider Default:

- a) The refund will be made in Australian currency.
- b) The refund payment will be made to the credit card or bank account from which payment was received. Where required, the student will be asked to advise the college of bank account details within five (5) working days of default to enable payments to be made direct to account. Verification of bank account ownership will be required.
- c) The refund payment is to be processed within 10 working days after the provider default date where correct and verified account details are held by the college.
- d) Unity College Australia will give the student a statement that explains how the amount has been calculated. This statement will identify refunds for course related fees such as application and materials fees (where relevant).

## Refund Policy & Procedure (cont)

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- e) Should the student agree to move into another course monies otherwise refunded can be used towards payment in the new course. However, the student will not be disadvantaged through being charged additional costs that they otherwise wouldn't have to pay by continuing their current course if it were being offered. For example, an additional application fee (where relevant) will not be charged.

### 4 Refund policy in circumstances other than provider default

4.1 The refund policy takes into account the commitment the college has to make to trainers in deciding if courses/subjects/units have sufficient numbers of students enrolled to proceed.

4.2 If tuition fees have been paid, Unity College Australia will refund all or part of your fees on the following basis:

#### 4.3 ALL STUDENTS

- a) Student application fees (where applicable) are non-refundable.
- b) There is no refund for late commencements (A late commencement is up to a maximum of two weeks after the commencement date).
- c) Refund decisions will take into account timing of the receipt of the refund request in writing, payment dates and the reason for the refund request, including evidence of compassionate or compelling circumstances.
- d) Refunds will be made in Australian dollars even if the initial payment was made in another currency and paid in accordance with Policy. The student is liable for any currency conversion costs.
- e) The CEO of Unity College Australia or delegate will make the final decision about refunds for domestic and international students.
- f) Compassionate or compelling circumstances (beyond the student's control) may include, but are not limited to:
  - i. Serious illness of the student or immediate family member
  - ii. Family or personal tragedy
  - iii. Events in the student's home country or Australia preventing the student from travelling or attending the college

#### 4.4 INTERNATIONAL STUDENTS:

##### BEFORE COMMENCEMENT OF STUDY:

- a) If a visa application is refused:
  - i. All fees are refundable in full except for administration expenses totalling no more than the lesser of (i) \$500 or (ii) 5% of the total amount of course fees received.
  - ii. Documentary evidence of the visa refusal must be provided with a refund request.
  - iii. Refunds will be paid within 10 working days after written advice is received.

## Refund Policy & Procedure (cont)

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- b) Once a student visa has been granted, or if no application for a student visa is lodged:
  - i. Withdrawal more than 4 weeks (28 calendar days) before the course start date, total course fees paid less a \$500 administration fee will be refunded.
  - ii. Withdrawal between 15 to 28 calendar days prior to course start - 2 thirds (2/3) of total course fees paid will be refunded (a maximum of \$1000 will be retained by the college).
  - iii. Withdrawal within 14 calendar days of course start - 1 third (1/3) of total course fees paid will be refunded (a maximum of \$2000 will be retained by the college).
  - iv. In all cases the final amount of refund will be at the discretion of the Principal or delegate and will take into account the provision of documentary evidence of compassionate or compelling circumstances.
  - v. In all cases a minimum fee of \$500 will be retained by the college to cover administration costs.

### AFTER COURSE COMMENCEMENT:

*This may be in the instance such as on-shore student visa renewal, or application to move to a student visa from another visa type, or delayed issuance of a student visa.*

- c) In case of visa refusal, as above in 4.4(a) except no refund is available for the tuition time already expended, calculated on a pro rata basis by week or part thereof.
- d) Once study has commenced, and a student visa has not been refused, no refund is available for the relevant study period for which a payment is due if a student withdraws from a course or defaults (including cancellation by the college). This policy may be reviewed in case of compassionate or compelling circumstances (documentary evidence will be required)
- e) Once a course has commenced and a student visa application has not been finalised, the student may choose to defer course commencement in which case no refund applies. Course fees paid may be applied to the new course period. Documentary evidence of the visa application must be provided.

### 4.5 DOMESTIC STUDENTS:

- a) Withdrawal more than 14 days prior to course start - full refund of tuition and materials fees less a \$250 administration fee.
- b) Withdrawal 1-14 days prior to course start - full refund of tuition and materials fees less a \$500 administration fee.
- c) After course commencement - outstanding monies still owing within the current payment period will remain payable. No refund is payable except in the case of compassionate or compelling circumstances. Documentary evidence is required.

# Refund Policy & Procedure (cont)

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## 5 Process for payment of refunds in circumstances other than provider default or student visa refusal

- 5.1 Where a student chooses to withdraw from a course or part of a course and requests a refund the following process shall be followed:
- a) The date for request for refund is the date that Unity College Australia receives a written claim. This is considered to be equivalent to a written signed notification of withdrawal.
  - b) The refund payment will be made to the credit card or bank account from which payment was received. Where required the student will be asked to advise the college of bank account details within 5 working days of default to enable payments to be made direct to account. Verification of bank account ownership will be required.
  - c) All refunds are to be paid within 20 working days of the college receiving the refund request in writing and where correct and verified account details are held by the college.
  - d) The student will receive information on how the refund was calculated, according to the relevant refund policy clause.

## 6 Appeals

- 6.1 Any disputes to the proposed level of refund are to be taken up in writing with the campus Principal who will review the circumstances and advise the student of the outcome. The student may access further stages of Unity College Australia's Complaints and Appeals Process if agreement is not reached.
- 6.2 Refunds are to be made within 20 working days once agreement has been reached.
- 6.3 Students are advised at time of application that they are able to take further action under Australia's consumer protection laws and pursue other legal remedies outside of the college.

### *Legal Basis*

- Standards for RTOs (2015)
- Education Services for Overseas Students (ESOS) Act 2000
- ESOS Regulations 2001
- The National Code of Practice for Providers of Education and Training to Overseas Students 2018

This Refunds Policy & Procedure is published at [www.unity.edu.au/Policies](http://www.unity.edu.au/Policies) and referenced in the following Unity College Australia documents:

- UCA Student Handbook (publicly available at [www.unity.edu.au](http://www.unity.edu.au))
- Student Enrolment Application
- Fee Payment Policy and Procedures
- Student Letter of Offer