

CANCELLATION AND REFUND POLICY AND PROCEDURE

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1 APPLICATION PROCESS – ALL STUDENTS

The application process of Australian Institute of Applied Sciences ('the Institute') commences with the applicant submitting an application for enrolment. This is assessed by suitably trained staff to ascertain the applicant's eligibility for entry to the preferred course.

If the applicant satisfies the relevant entry criteria, an offer of admission is issued with an Acceptance of Offer and important supportive documentation, including a list of fees due and a summary of the Cancellation and Refund Policy. The Acceptance of Offer must be signed by the applicant (or his/her parents/guardians if the applicant is under 18 years of age) and submitted to the Institute before fees can be accepted. The Acceptance of Offer then becomes the Contract of Enrolment ('The Contract').

2 CANCELLATION POLICY – INTERNATIONAL STUDENTS

If after commencing the studies, the student chooses to cancel the Contract before completion of the qualification, he/she may remain liable to pay the full course tuition fees and the costs incurred by the Institute in recovering any outstanding monies, including debt collection agency fees and solicitors' costs, if applicable.

All notifications of withdrawal from the Contract must be made in writing to the Institute Director. The Institute will then advise the Department of Immigration and Citizenship (DIAC) as the student's visa will be affected.

A student wishing to cancel his/her enrolment in order to transfer to another training provider prior to having completed at least six months of the principal course of study applicable to his/her visa, should refer to the *Student Transfer Policy and Procedure* for further information.

3 REFUND POLICY – INTERNATIONAL STUDENTS

When the offer of admission is issued to each approved applicant, it is accompanied by supportive documentation, including the Refund Policy and the Acceptance of Offer, which when signed and submitted becomes the Contract of Enrolment ('The Contract').

In the event of a dispute between an individual student and the Institute in relation to payment or refund of moneys, grievance procedures are in place to help resolve the dispute. Any queries relating to tuition fees and other charges payable to the Institute or refunds will initially be dealt with by the Administration Manager. If the student remains dissatisfied with the outcome, he/she may make a formal complaint. (Refer to *Complaints and Appeals Policy and Procedure* for further information.)

The Contract, and the availability of the complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

3.1 Tuition Fees Refunds Policy

If after commencing the studies, the student chooses to cancel the Contract before completion of the qualification, he/she may remain liable to pay the full course tuition fees and the costs incurred by the Institute in recovering any outstanding monies, including debt collection agency fees and solicitors' costs, if applicable.

- i) All requests for refunds must be made in writing to the Institute Director.
- ii) Enrolment fees are non-refundable.
- iii) The Institute agrees to refund within 28 days and without deduction, all tuition fees paid where the student produces certified evidence that the application made by the student for a student visa has been rejected by the Australian Immigration authorities.
- iv) Where a student's course of study is terminated for a serious breach of the Institute's policies, rules and regulations, there will be no refund of any moneys paid. (Information on the Institute's policies, rules and regulations is located on the website http://www.aias.com.au/inquire_policies.php.)
- v) Where a student fails to meet the Institute's attendance and/or academic progression rules and is not permitted by the Institute to maintain enrolment in his/her course, the student will be eligible for a refund of the amount of the course fees paid in advance of the date of notification of exclusion from the Institute.
- vi) The Institute agrees to refund within 28 days of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and as detailed below.
 - a) If written notice is received 28 days or more before the date of course commencement, then a non-refundable amount equivalent to 30% of the tuition fee will be applicable to all enrolments.
 - b) If written notice is received 27 days or less before the date of course commencement, then a non-refundable amount equivalent to 50% of the tuition fee will be applicable to all enrolments.
 - c) If written notice is received on or after the date of course commencement, there will be no refund of any moneys paid unless the Institute Director deems that exceptional circumstances apply.
 - d) The refund will be made payable to the student, unless he/she gives written direction to SGA to pay the refund to someone else. Provision of the refund will be in the same currency as that in which the fees were received unless payment in that currency is impracticable. The claimant will be provided with a written statement that explains how the refund amount was calculated.
- vii) In the event that the Institute is unable to deliver the course in full, the student will be offered a refund of all the course moneys paid to that date. The refund will be paid within 2 weeks of the day on which the training ceased being provided.

Alternatively, the student may be offered enrolment in a suitable alternative course by the Institute at no extra cost to him/her. The student has the right to choose whether he/she would prefer a full refund of course moneys, or to accept a place in another course. If he/she chooses placement in another course, the Institute will ask him/her to sign a document to indicate the acceptance of the placement.

If the Institute is unable to provide a refund or place the student in an alternative course, its Tuition Assurance Scheme (TAS) provider will place him/her in a suitable alternative course at no extra cost. Finally, if the TAS provider cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place him/her in a suitable alternative course or, if this is not possible, he/she will be eligible for a refund as calculated by the Fund Manager.

3.2 Homestay/Lodge Refunds Policy

- i) If a student cancels his/her accommodation booking less than 7 days before arrival, he/she will be charged the Accommodation/Homestay Placement Fee (if applicable), plus a cancellation fee equivalent to 1 week of accommodation.

- ii) If a student cancels his/her accommodation after arrival, 4 weeks of notice is required; any accommodation fees in excess of the notice period will be refunded less a 10% administration fee.

3.3 Overseas Student Health Cover (OSHC) Refunds Policy

If the applicant has not arrived in Australia, the Institute will refund the OSHC directly. If the applicant has arrived in Australia and is:

- i) discontinuing studies and returning home;
- ii) transferring to another provider; or
- iii) no longer on a student visa,

then OSHC Worldcare will organise the refund.

Refunds are processed on a pro-rata monthly basis. Refund application forms are available on the OSHC Worldcare website at www.oshcworldcare.com.au.

3.4 Airport Pickup Refunds Policy

For cancellations less than 48 hours before arrival, no refund will apply.

However, if when a student arrives at the airport, the Airport Pick Up service provider cannot be located, the student should contact the 24-hour phone number provided. In such circumstances, the Institute agrees that if the student has advised our emergency contact that they have not been met at the Airport, and alternative arrangements have not been made, then a full refund of this service fee will apply.

4 CANCELLATION AND REFUND POLICY – LOCAL STUDENTS WITHIN VET FEE-HELP ELIGIBLE COURSES

In the event of a student withdrawing from a VET unit of study on or before the census date for that unit of study:

- i) 100% of tuition fees paid for that unit will be refunded to the student; and
- ii) the student will not incur a VET FEE-HELP debt.

The Institute will refund within 28 days of the receipt of written notice of withdrawal by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student for the relevant units of study.

In the event of a student withdrawing from a unit of study after census date for that unit of study:

- i) no refund is applicable; and/or
- ii) the student will incur a VET FEE-HELP debt.

A student who withdraws after the census date for a unit of study may apply for special consideration in line with the *Student Review Procedures for Re-crediting a FEE-HELP Balance*.

5 CANCELLATION POLICY – LOCAL STUDENTS WITHIN NON VET FEE-HELP ELIGIBLE COURSES

If after commencing the studies, the student chooses to cancel the Contract before completion of the qualification, he/she may remain liable to pay the full course tuition fees and the costs incurred by the Institute in recovering any outstanding monies, including debt collection agency fees and solicitors' costs, if applicable.

All notifications of withdrawal from the Contract must be made in writing to the Institute Director.

6 REFUND POLICY – LOCAL STUDENTS WITHIN NON VET FEE-HELP ELIGIBLE COURSES

When the Offer of Admission is issued to each approved applicant, it is accompanied by supportive documentation, including the Refund Policy and the Acceptance of Offer, which when signed and submitted becomes the Contract of Enrolment ('The Contract').

In the event of a dispute between an individual student and the Institute in relation to payment or refund of moneys, grievance procedures are in place to help resolve the dispute. Any queries relating to tuition fees and other charges payable to the Institute, or refunds will initially be dealt with by the Administration Manager. If the student remains dissatisfied with the outcome, he/she may make a formal complaint. (Refer to *Complaints and Appeals Policy and Procedure* for further information.)

The Contract, and the availability of the complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

6.1 Tuition Fees Refund Policy

If after commencing the course, a student decides to discontinue his/her enrolment before completion, he/she may remain liable to pay any outstanding tuition fees and any expenses, costs or disbursements incurred by the Institute in recovering any outstanding monies, including debt collection agency fees and solicitors' costs.

- i) All requests for refunds must be made in writing to the Institute Director.
- ii) Enrolment fees are non-refundable, however are transferable to either a later date or another course offered by the Institute.
- iii) Where a subject fee is paid for in full, \$150.00 of that fee will be retained by the Institute as an Administration Fee. This fee is applicable for each subject in which a student enrolls.
- iv) Where a student's course of study is terminated for a serious breach of the Institute's policies, rules and regulations, there will be no refund of any moneys paid. (Information on the Institute's policies, rules and regulations is located on the website http://www.aias.com.au/inquire_policies.php.)
- v) Where a student fails to meet the Institute's attendance and/or academic progression rules and is not permitted by the Institute to maintain enrolment in his/her course, the student will be eligible for a refund of the amount of the course fees paid in advance of the date of notification of exclusion from the Institute.
- vi) In the event of students choosing pre-paid discount tuition fees, those fees are non-refundable, however are transferable to either a later date, or another course offered by the Institute. (Students who have paid a discounted priced for a course have thereby expressed intent to undertake that course in full, hence they will not be eligible for a refund.)
- vii) The Institute agrees to refund within 28 days of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and as detailed below.
 - a) If an enrolment is cancelled prior to commencement, a cancellation fee equivalent to the Administration Fee will apply.
 - b) If an enrolment is cancelled within 28 days after commencement of the course, a cancellation fee equivalent to 50% of the total course tuition fee will apply.
 - c) If an enrolment is cancelled later than 28 days after commencement of the course, a cancellation fee equivalent to 100% of the total course tuition fee will apply.
 - d) In the event that the Institute is unable to deliver the course in full, the student will be offered a refund of all the course money paid to that date. The refund will be paid within 2 weeks of the day on which the training ceased being provided.

Alternatively, the student may be offered enrolment in a suitable alternative course by the Institute at no extra cost to him/her. 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 he/she chooses placement in another course, the Institute will ask him/her to sign a document to indicate the acceptance of the placement.

- e) The refund will be made payable to the original payee, unless that person gives written direction to SGA to pay the refund to someone else. The claimant will be provided with a written statement that explains how the refund amount was calculated.

7 TIME LIMITS

The Institute is unlikely to consider an application for a refund from a former student whose enrolment was finalised 6 months or more prior to the time of application.

8 RECORDS

A copy of all related documentation, including the brief written report in relation to the outcome, will be retained on the student's file.

9 PUBLICATION

This refund policy will be made available to students and prospective students by publication on the Institute's website. It is also outlined within the Student Handbook, Course Guide and General Admission Application Form.

The Institute's Offer of Admission will be accompanied by details of this Refund Policy.

9.1 Version Information

Document:	Cancellation and Refund Policy and Procedure
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