



CANCELLATION AND REFUND POLICY

PREAMBLE

This Policy sets out the circumstances in which a student is entitled to a refund and the procedure an Overseas Student must follow to withdraw from a course to get a refund.

This Policy is made under the ESOS Act and other relevant legislation including the National Code.

Domestic students should refer to the College's Cancellation, Refund and Re-credit Policy.

IMPORTANT: This Policy and the right to make complaints and seek appeals of decisions and action under various processes does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

DEFINITIONS AND ACRONYMS

In this Policy and as the context requires:

"Application Fee" means the fee for processing your application to study at the College. The Application Fee is payable regardless of whether you are offered a place in a Course. This is a Non-Tuition Fee.

"Cancellation Fee" is the fee payable when a student provides written notification of cancellation of their enrolment to the College 14 days or more before the Course Start Date. This is a Non-Tuition Fee.

"College" means Australian Pacific College and English Unlimited.

"Course(s)" means the course listed in the Letter of Offer, or, where you have enrolled in multiple courses, each course listed in the Letter of Offer.

"Course Fees" means the Tuition Fees and the Non-Tuition Fees.

"Course Start Date" means the start date for the Course as set out in the Letter of Offer, or if you have enrolled in a Package of Courses, the start date of the first Course in the Package of Courses as set out in the Letter of Offer.

"ELICOS" means English Language Intensive Courses for Overseas Students.

"Enrolment Acceptance Fee" means the fee to reserve your place in a Course at the College and is payable when you accept the Letter of Offer. If you start your Course, that fee will be applied towards the Tuition Fees otherwise it will be applied towards the Cancellation Fee.



“**ESOS Act**” means the Education Services for Overseas Students Act 2000 (Cth).

“**Late Payment Administration Fee**” means the fee payable to the College if Tuition Fees are not paid by the due date specified in the Letter of Offer.

“**Letter Of Offer**” is the letter offering you a place in a Course and which will set out the Course Fees that are payable by you in respect of the Course and the terms and conditions applicable to your study at the College.

“**National Code**” means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth)

“**Non-Tuition Fees**” means all fees received by the College that are not directly related to tuition for your Course. These fees are set out in the Schedule of Administrative (Non-Tuition) Fees.

“**Overseas Student**” means a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act.

“**Package Of Courses**” means multiple Courses provided by the College.

“**Policy**” means this Cancellation and Refund Policy.

“**[Schedule of Administrative \(Non-Tuition\) Fees](#)**” means the document containing the comprehensive list of fees, which a student may be required to pay during the student’s enrolment at the College. This schedule may be updated at any time without notice.

“**SCV Form**” means a student course variation form prescribed by the College.

“**Tuition Fee**” means the fees received by the College either directly or indirectly for tuition for your Course. This fee is expressly stated in the student’s Letter of Offer.

“**You**” or “**Your**” means the student or the student’s legal guardian (where the student is under 18 years of age).

“**VET**” means vocational education and training.

“**Your Fault**” includes circumstances where:

- a. you do not start the Course on the Course Start Date;
- b. you withdraw from a Course either before or after the Course Start Date;
- c. you failed to pay an amount that you are liable to pay the College, directly or indirectly in order to undertake the Course;
- d. you breached a condition of your student visa, including where applicable, failure to maintain satisfactory course progress and/or satisfactory attendance or failure to maintain approved welfare and accommodation arrangements; or
- e. any behaviour that results in the suspension or cancellation of your enrolment (all College processes for suspension or cancellation of enrolment must be followed).

“**Withdrawal Fee**” means the fee payable when a student withdraws from their Course after week 7 of the then current term. This is a Non-Tuition Fee and only applicable to VET students.

1. AGREEMENT BETWEEN THE COLLEGE AND THE STUDENT

- 1.1 When the College accepts your application for enrolment it is intended that this Policy will be part of the written agreement between the College and yourself for the purposes of the ESOS Act and the National Code.
- 1.2 The College’s offer of a place is dependent upon payment of the Application Fee and the Enrolment Acceptance Fee.
- 1.3 The Application Fee is not refundable.
- 1.4 Tuition Fees must be paid by the due date specified in the Letter of Offer otherwise a Late Payment Administration Fee will be charged.
- 1.5 The amount of all Non-Tuition Fees referred to in this Policy are found in the Schedule of Administrative (Non-Tuition) Fees.

2. CIRCUMSTANCES FOR REFUNDS

2.1 STUDENT CANCELLATIONS

When you cancel your enrolment, refunds will only be made in the following circumstances:

a) When the student cancels BEFORE the Course Start Date

- i) If written notice of cancellation is received 14 days or more before the Course Start Date, the College will refund the Course Fees received less the Cancellation Fee and Application Fee.
- ii) The College will refund this money within 28 days.
- iii) No refund of fees will be given where notice is received less than 14 days before the Course Start Date.

b) When the student cancels AFTER the Course Start Date

No refund of Course Fees will be given after the Course Start Date.

- i) **For ELICOS Courses**
You may withdraw from a course at any time.
- ii) **For VET Courses**
Once you start a Course, you may withdraw at any time before week 7 of the then current term. If you withdraw from a course after week 7 of

the then current term, you must pay the Withdrawal Fee. Please note that payment of the Withdrawal Fee does not guarantee that you will be granted a release (if required).

2.2 COLLEGE DEFAULT

- a) If the College fails to start or stops providing the Course to you, at the designated location and you have not withdrawn from the College, the College is in default under the ESOS Act.
- b) The College will notify you in writing if it goes into default.
- c) If the College defaults, it will, within 14 days, refund on a pro-rata basis the Tuition Fees for the weeks that tuition will not be provided, **unless**
 - i) You withdraw from a course before it is cancelled; or
 - ii) it is Your Fault; or
 - iii) You accept, in writing, an offer in an alternative course arranged by the College.
- d) Refunds in the case of the College's default are regulated by law. Please refer to the Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth) for the precise method of calculating the refund.
- e) In the unlikely event the College does not meet its obligations to either offer you an alternative course that You accept or pay You a refund of your unspent prepaid tuition fees, the Australian Government's Tuition Protection Service will contact you and assist you in finding an alternative course or to get a refund if a suitable alternative is not found. Refer to the College's Tuition Protection Services (TPS) Policy on the College's website for more information.

2.3 STUDENT VISA REFUSAL

- a) If you do not start a Course on the Course Start Date or if You withdraw from a Course on or before the Course Start Date, due to **student visa refusal**, the College will, within 28 days, refund the Course Fees less 5% of the Course Fees (up to a maximum amount of \$500).
- b) If you start a Course on the Course Start Date and then your **student visa is refused**, the College will, within 28 days, refund on a pro-rata basis, only the Tuition Fees for the weeks from when you withdrew from the Course until the end of the period that the Tuition Fees apply to.
- c) Refunds in the case of student visa refusal are regulated under the Education Services for Overseas Students (Calculation of Refund) Specification 2014. Please refer to this legislation for the precise methods of calculating the refund.



3. REFUND PROVISIONS

- 3.1 When you defer commencement in a Course and then cancel the Course, the original Course Start Date before your request for deferment(s), will be used as the Course Start Date to determine whether a refund is to be made.
- 3.2 No refund will be made where the College cancels, suspends or terminates your enrolment because it is Your Fault. The College will notify you in writing if this happens.
- 3.3 If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
- 3.4 If you are under 18 years old, the refund may be paid to you but only with the consent of your parent or legal guardian.
- 3.5 The College may:
 - a) request further information or evidence to confirm that you are the person entitled to receive the refund or give a direction to pay the refund;
 - b) pay the refund by bank draft or company cheque (in case of refund within Australia) or by international bank draft; or
 - c) pay the refund to a bank account by direct credit (in case of refund within Australia) or by telegraphic transfer (in case of refunds outside of Australia) but only if you provide evidence that the bank account exists.
- 3.6 All refunds will be made in Australian currency only, unless the College's Bank is unable to do so in which case the refund will be made in the equivalent United States of America currency calculated using the Bank's exchange rate for the relevant date of transfer. The College is not responsible for currency exchange rate fluctuations, delays or loss of refund in transit (mail, courier, telegraphic transfer or otherwise) as a result of incorrect information provided by You.
- 3.7 The College may change this Policy at any time and the Policy to be used to determine whether you receive a refund will be the Policy applicable at the time you give notice of cancellation or withdraw enrolment in a Course. For the latest Policy please refer to www.apc.edu.au, or www.eu.edu.au .
- 3.8 If you wish to appeal a decision of the College made under this Policy you should refer to the College's Complaints and Appeals Policy for the procedure to follow.

4. HOW TO WITHDRAW FROM A COURSE AND GET A REFUND

- 4.1 **Complete a SCV Form.** The SCV Form is available from the Student Care Office or the College website. If you are under the age of 18 years your legal guardian will need to complete and sign the form.

- 4.2 Complete a Refund Request Form.** The Refund Request Form is available from the Student Care Office or the College website.
- 4.3 Attach all relevant documents to the SCV Form.** You should attach documents supporting the reason for your withdrawal and confirming your identity as well as a Refund Request Form.
- 4.4 Hand in the completed forms to Student Care or email to: refunds@apc.edu.au.** Please make sure that your student number and current contact details (email address, mobile phone number) are on the form. Please sign and date the SCV Form before handing it in. Your form will **NOT** be processed if it is not signed and dated.

The College will process your completed SCV Form and assess whether you are entitled to a refund based on this Policy. The College may ask for further information or documentary evidence. Please note that incomplete SCV Forms may delay the processing of and payment of refunds.

POLICY REVIEW

This Policy will be reviewed as part of the College's three (3) yearly review process or as legislation requires.

RELEVANT LEGISLATION

This document references the following legislation, regulations, codes and standards:

Relevant Legislation/codes/standards	
Commonwealth	Education Services for Overseas Students Act 2000 (Cth) Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth) National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth)

RELATED POLICIES AND PROCEDURES

This document references the following College policies and procedures:

Policies	Tuition Protection Services (TPS) Policy Cancellation, Refund and Re-credit Policy
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KEYWORDS

Keywords	Refund, withdrawal from a course, fee, default, student visa refusal
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POLICY OWNER

Policy Owner	Learner Experience Unit
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POLICY/PROCEDURE HISTORY

Policy History			
Current version	Current version release date	Author	Description of changes
Cancellation and Refund Policy v6.5	1 July 2016	Alex Lee	
Cancellation and Refund Policy v6.7R (APC/EU)	December 2020	Sara Gaudry	Full update in accordance with the Policy and Procedure Template v1.0 and Guidelines for Drafting Policies and Procedures v1.0 and the National Code. Update of letterhead to combined APC/EU letterhead and removal of reference to APTT. Inclusion of the Schedule of Administrative (Non-Tuition) Fees.