

1 Purpose

This policy outlines the conditions for the accurate and timely granting and processing of refunds of course fees to domestic students.

2 Scope

This policy applies to refunds of courses fees to domestic student enrolment fees.

3 Definitions

Acronym/Term	Definition
Census Date	The last day a student can formally withdraw their enrolment without incurring a VET Student Loan debt for the course/unit of study or receive a refund if paid course fees up-front.
Course Fees	Tuition and material fees charged for the delivery of training in a specific unit, program, course or short course.
Cancelled Course	Where a determination is made that a scheduled intake of a course, whether it be a full course or short course will not be or will no longer be offered.
Domestic Students	Students that are an Australian or New Zealand Citizens, Australian permanent residents or humanitarian visa holders; or Students that hold a current Visa, that is not a Student Visa, and has study rights for the duration of the course.
Fee Refund	The portion of paid course fees that are repaid to the student or sponsor as determined via the Withdrawal Refund Matrix.
National Register	www.training.gov.au
the website	www.sunitafe.edu.au
VET Student Loan	The Australian Government loan program that assists eligible students enrolled in approved higher level vocational education and training courses at approved course providers to pay their tuition fees.
VET Tuition Assurance Option	In the instance a course is cancelled and a student has taken out a VET Student Loan a refund of the student's upfront VET tuition fee payments and/or a reaccrediting of any VET Student Loan balance for any VET unit of study in which the student is enrolled or commences but does not complete because of ceasing to provide the VET course of study of which the unit forms part.
VET Course Assurance Option	In the instance that a course is cancelled and the student has taken out a VET Student Loan where a student is offered a place in a similar VET course of study with a second provider without any requirements to pay the second provider any tuition fee for any replacement VET units.

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4 Policy

4.1 Compliance with regulators

4.1.1 SuniTAFE is committed to complying with relevant laws and legislative requirements and will comply with the obligations within:

- a) Standards for Registered Training Organisations (RTO's) 2015; and
- b) Australian Consumer Law and customer guarantees.

4.2 Refund Information to Students

4.2.1 SuniTAFE will provide students with clear and accurate refund information prior to enrolment to enable an informed decision about their enrolment including:

- a) providing a copy of the Withdrawal Refund Matrix; and
- b) publishing on the website:
 - i. Refund of Course Fees Policy;
 - ii. Fee Protection Policy;
 - iii. Student Withdrawal and Refund Procedure;
 - iv. VET Student Loan Student Review Procedure;
 - v. Withdrawal Refund Matrix;
 - vi. Statement of VET Tuition Assurance;
 - vii. Student Withdrawal Request.

4.3 Refunds – Course Cancellations

4.3.1 Where a course is cancelled, enrolled students will:

- a) receive a full refund of tuition fees and material fees where cancellation is prior to course commencement.
- b) receive a full refund of tuition fees and material fees on all enrolled units where cancellation is after course commencement.
- c) receive the following option if taken up a VET Student Loan:
 - i. VET Course Assurance Option and full refund of material fees of enrolled units; and
 - ii. VET Tuition FEE Repayment Option and full refund of material fees of enrolled units.

4.3.2 Course cancellation does not include circumstances where a course is superseded on the national register and a student is offered enrolment in the replacement course.

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4.3.3 The *Fee Protection Policy* outlines fee protection measures in circumstances where SuniTAFE is unable to provide services for which a student has pre-paid.

4.4 Refunds – Short Courses and Non-Accredited Training

4.4.1 In the event a student withdrawal request is received up to five days prior to the scheduled commencement of a short course or non-accredited training, the student will:

- a) receive a full refund of tuition fees.
- b) receive a full refund of material fees where the materials have not been issued to the student and become their property.

4.5 Refunds – Skill Sets and Certificate I to Certificate IV

4.5.1 In the event a student withdrawal request is received prior to unit commencement and up to and including 30 days from unit commencement, the student will:

- a) receive a full refund of tuition fees.
- b) receive a refund of material fees where they have not been issued to the student and become their property.

4.5.2 Refunds will not be provided in the event a student withdrawal request is received after 30 days from unit commencement or where units are completed and final results have been granted.

4.6 Refunds – Diploma and Advanced Diploma

4.6.1 In the event a student withdrawal request is received prior to a unit census date, the student will:

- a) receive a full refund of tuition fees paid upfront.
- b) not incur a debt for tuition fees deferred to a VET Student Loan.
- c) receive a refund of material fees where they have not been issued to the student and become their property.

4.6.2 Refunds or re-crediting of VET Student Loans debt will not be provided where a student withdrawal request is received after census date or where units are completed and final results have been granted.

4.6.3 The *VET Student Loan Student Review Procedure* outlines the process of reviewing an application to re-credit a student's HELP balance.

4.7 Refunds – Third Party Arrangements

4.7.1 Eligibility and specific conditions of course fee refunds of Industry/Subcontracted and School Agreements are determined within contracts or agreements between SuniTAFE and the organisation.

4.8 Processing Refunds

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- 4.8.1 The *Student Withdrawal and Refund of Course Fees Procedure* outlines the process for course fee refunds following student withdrawal or course cancellation.
- 4.8.2 Refunds will be processed by Administration within the Student Management System within 5 days following the provision of the nominated bank account.
- 4.8.3 Refunds will be paid to the person or organisation who originally paid the fees by direct deposit via:
- a) the nominated bank account within their Debit Success Customer Agreement; or
 - b) their nominated bank account indicated within the Refund Application.
- 4.8.4 Refunds may not be issued where a student or organisation has outstanding fees payable on their account.
- 4.8.5 The *Delegation of Authority Policy* defines the delegated authority for the approval of course fee refunds.

4.9 Exceptional Circumstances

- 4.9.1 If a student is unable to officially withdraw within the timeframes required for a refund due to extenuating circumstances an appeal with supporting evidence may be submitted in writing for consideration within 10 business days of the course commencement date addressed to the Senior Manager, Administration.
- 4.9.2 Students will be provided written communication of the decision of the outcome within 10 business days.

4.10 Deceased Students

- 4.10.1 The personal legal representative of the Deceased Estate must apply for any excess payments which are to be refunded.
- 4.10.2 Official documentation to support the claim including details of the nominated bank account for which the refund is payable must be provided.

5 Legislative Context

- Australian Consumer Law and Fair Trading Act 2012 (Cth)
- Education and Training Reform Act 2006 (Cth)
- Higher Education Support Act 2003 (Cth)
- Privacy and Data Protection Act 2014 (Vic)
- Standards for Registered Training Providers (RTOs) 2015 (Cth)
- VET Student Loans Act 2016 (Cth)
- VET Student Loans Rules 2016 (Cth)

6 Associated documents

6.1 Associated Policies

- Delegation of Authority Policy

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- Enrolment Policy
- Fee Protection Policy
- Fees and Charges Policy

6.2 Associated Procedures

- Student Withdrawal and Refund of Course Fees Procedure
- VET Student Loans Student Review Procedure

6.3 Associated Forms

- Refund Application
- Student Withdrawal Request

6.4 Other associated documents

- Guidelines about Fees – *Skills First Program*
- TAFE VET Funding Contract – *Skills First Program*

7 Responsibility

The General Manager, Operations is responsible for ensuring compliance with this policy and its associated procedures and systems.

The Senior Manager, Administration is responsible for ensuring the accurate and timely processing of all refunds and communication to students in accordance with this policy.

8 Review Frequency

This policy is to be reviewed annually, and remains in force as amended from time to time, until rescinded.

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9 Appendix A

WITHDRAWAL REFUND MATRIX		
COURSE TYPE	NOTIFICATION	REFUND ISSUED
Short course and non-accredited training	Cancelled by SuniTAFE prior to course commencement	1. Full refund of tuition fees 2. Full refund of material fees
	Cancelled by SuniTAFE after course commencement	3. Full refund of tuition fees of units enrolled but not yet completed or commenced 4. Full refund of material fees of units enrolled but not yet completed or commenced
	Student withdrawal request received up to five days prior to the scheduled commencement date of the course	5. Full refund of tuition fees 6. Full refund of material fees where the materials have not been issued to the student and become their property
	Student withdrawal request received within four days of the scheduled commencement date of the course or after commencement of the course	7. No refund of tuition fees 8. No refund of material fees where the materials have been issued to the student and become their property
Skills Sets and Certificate I to Certificate IV	Cancelled by SuniTAFE prior to course commencement	9. Full refund of tuition fees 10. Full refund of material fees
	Cancelled by SuniTAFE after course commencement	11. Full refund of tuition fees of units enrolled but not yet completed or commenced 12. Full refund of material fees of units enrolled but not yet completed or commenced
	Student withdrawal request received prior to unit commencement and up to 30 days from unit commencement	13. Full refund of tuition fees 14. No refund of material fees where the materials have been issued to the student and become their property
	Student withdrawal request received after 30 days from unit commencement	15. No refund of tuition fees 16. No refund of material fees
Diploma and Advanced Diploma	Cancelled by SuniTAFE prior to course commencement	17. Full refund of tuition fees 18. Full refund of material fees
	Cancelled by SuniTAFE after course commencement	19. Full refund of tuition fees of enrolled units not yet completed or commenced where tuition is paid upfront 20. VET Tuition Assurance or VET Course Assurance Option provided for students that have taken out a VET Student Loan for units in which they are enrolled or have commenced but not yet completed 21. Full refund of material fees of units not yet completed or commenced
	Student withdrawal request received before and up to the census date for the unit	22. Full refund of tuition paid upfront 23. Student will not incur a debt for tuition fees deferred to a VET Student Loan 24. No refund of material fees where the materials have been issued to the student and become their property
	Student withdrawal request received after census date for the unit	25. No refund of tuition paid upfront. 26. Students accessing a VET Student Loan for tuition fees will incur a HELP debt and their FEE HELP Limit will be reduced 27. No refund of material fees where the materials have been issued to the student and become their property
Third Party Arrangements	Eligibility and specific conditions of course fee refunds of Industry/Subcontracted and School Agreements are determined within contracts or agreements between SuniTAFE and the organisation.	

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