



The Australian College of Physical Education

Refund Agreement for Overseas Students

Policy

1. This Policy sets out the basis upon which the College will refund fees paid by overseas students for tuition at the College and the conditions upon which such a refund may be made.
2. For the purpose of this policy, course money includes:
 - (a) tuition fees;
 - (b) any amount received by the College that the College is to pay, on behalf of the student, to a registered health benefits organisation (within the meaning of the National Health Act 1953); and
 - (c) any other amount that the student had to pay the College in order to undertake the course.

Failure of the College to deliver the course

3. In accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001, course money paid by a student is refundable within two weeks after the default day if any of the following events occurs:
 - (a) the course does not start on the agreed starting day;
 - (b) the course ceases to be provided at any time after it starts but before it is completed;
 - (c) the course is not provided in full to the student because a sanction has been imposed on the College under Part 6 of the ESOS Act 2000;and the student has not withdrawn before default day.
4. If the College is unable to deliver the course to the student in full, the student will be offered a refund of all the course money paid by the student to date. Alternatively, the student may be offered enrolment in another course by the College at no extra cost to the student. The student has the right to choose whether to accept a full refund of course fees, or to accept a place in another course. If a student chooses placement in another course, he/she will be asked to sign a document to indicate acceptance of the placement.
5. If the College is unable to provide a refund or place the student in an alternative course, the College's Tuition Assurance Scheme will place the student in a suitable alternative course at no extra cost to the student.
6. If the College's Tuition Assurance Scheme can not place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.

Student Withdrawal from the Course

7. Overseas students who seek an initial enrolment at the College are required to pay the following fees upfront:
 - (a) the Overseas Student Administration Charge;
 - (b) the tuition fee for the first semester;
 - (c) the security deposit; and
 - (d) the initial Overseas Student Health Cover (OSHC) premium, unless the student provides evidence that he/she has a current valid OSHC.

Subsequent to the initial enrolment, overseas students may enter into an agreement with the College concerning the payment of tuition fees for the semester (e.g. instalment payment plan).

8. A student withdrawing from a course must give written notice to the College Registrar by lodging the ACPE Discontinuation of Studies Form.
9. A student withdrawing from a course must give written notice to the College by submitting the *ACPE Application for Discontinuation of Studies Form* to the College Registrar.

Withdrawal prior to the student's course commencement date

10. If an intending student who has enrolled in a course and paid the required fees provides documentary evidence that the application for a student visa has been unsuccessful, all College fees paid, less a cancellation fee of \$100, are refundable.
11. If an intending student who has enrolled in a course and paid the required fees provides the written withdrawal notice prior to the commencement date of the student's first semester, all College fees paid, less a cancellation fee of \$300, are refundable.
12. The College will refund payment received from the student for the Overseas Student Health Cover if, at the time of the student's withdrawal, the College has not remitted the payment to the health provider. If funds have been disbursed to the provider, the student will be responsible for applying for a refund directly from the health provider.

Withdrawal after the student's course commencement date

13. If a student withdraws after his/her course commencement date, the Overseas Student Administration Charge is not refundable.
14. If a student withdraws from the course or completes the course, and has no outstanding financial debts to the College, he/she is entitled to a full refund of the security deposit.
15. If a student withdraws in writing, after his/her course commencement date but not later than the semester's census date, tuition fees paid for the semester, less a cancellation fee of \$300, are refundable.
16. A student who withdraws from a course after the semester census date shall not be eligible for any refund of the tuition fees paid for the semester. If the student has not paid the full semester tuition fees, the student shall be liable to pay the rest of the tuition fees for the semester regardless of the student's payment scheme (including when fees are paid according to the instalment payment plan).

Exceptional Circumstances

17. A partial or total refund of fees may be granted to a student who withdraws from his/her studies due to exceptional circumstances, subject to the provision of acceptable documentary evidence in support of the refund application. Exceptional circumstances may include student illness or disability, death of the student or close family member, and political, civil or natural events preventing completion of study requirements.

Processing of Refunds

18. Refunds when approved will be paid to the student or the student's nominated person within four weeks after the withdrawal date.
19. If the student, at the time of withdrawal, has outstanding fines, financial arrears, and unreturned College property including College library books, the cost of these items will be deducted from the refund.

Appeals

20. The College has provided a mechanism, the "*Grievance concerning Non-academic Matters Raised by Students or Persons Seeking to Enrol in the College Policy*", through which an aggrieved student can appeal against actions of the College where
- (a) the student believes the College have not honoured the Fee Refund Policy or
 - (b) the student believes the College has not taken into account all the relevant information on making the determination concerning the refund to the student.
21. This agreement does not remove the right of the student to take further action under Australia's consumer protection laws.

Agreement

The College agrees to abide by the refund policy stated on this document.

Signed on behalf of the College: _____

Name: _____ Position: _____ Date: _____

I understand and accept the refund policy stated on this document.

Student's Name: _____
(firstname) (lastname)

Signature: _____ Date: _____