

 Pacific College of Technology <small>CRICOS Provider Code: 02668F</small>	Pacific College of Technology	Authorised by	Principal
		Effective Date	17 January 2022
	Refund policy and procedures	Scope Area	Administration

SECTION A: Tuition Fee Refund Policy – General Application Process

In line with the legislative provisions of the Commonwealth ESOS Act (2000), and in conjunction with the ***National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (the National Code 2018)***, Pacific College of Technology (PCT) recognises that there are times when a student will require a valid refund of tuition fees paid in advance of study.

The following procedures will apply to all applications for refund:

1. Any and all applications for a refund of tuition fees by a student (or original payee of the student's tuition fees) must be submitted to PCT in writing, using the Tuition Fee Refund Form. This form is available on the PCT website www.pct.edu.au or at the reception office at PCT.
2. All Application fees, Recognition of Prior Learning fees, Re-assessment fees and Student Services fees are non-refundable if they are incurred before the date of application for refund.
3. All applications for refund of paid tuition fees by a student (or original payee of the student's tuition fees) will be finalised by PCT within 31 days of lodgement of the application. Incomplete refund applications may result in a delay in processing beyond 31 days.
4. When a student decides not to come to Australia after a student visa is granted by Department of Home Affairs and applies for Refund, the student will forfeit 100% of the tuition fees paid to the college.
5. The Principal must approve all payments of refundable tuition fees, before any refund is paid.
6. Where tuition fees have been paid to PCT by a third party on a student's behalf, PCT reserves the right to notify that original payee, that a request of refund has been made by the Student in question.
7. Any and all refunds, approved by PCT, will be made payable back to the original payee from whom the tuition fees were received on behalf of the student. Such refunds will be paid in Australian dollars (AUD) only.
8. PCT does not take responsibility or liability for any variance in refund amounts, paid back to Student (or original payee of the student's tuition fees), due to foreign exchange rate fluctuations or bank fees and charges, that are levied against the

Student (or original payee of the student's tuition fees) by their own banking institution.

9. If an application for refund of paid tuition fees by a student (or original payee of the student's tuition fees) is declined by PCT, then PCT will notify the applicant in writing, within 31 days of receiving the refund application, of the decision to decline the refund, and will outline the reasons for such a decision.
10. An application for refund that is declined by PCT is subject to the availability of an internal Appeal to the Principal of PCT. All appeals must be made in writing and addressed to the Principal within 28 days of the receiving written notification of the refund application being declined.
11. The denial of a refund under this Policy or the accessing of PCT's internal Appeals process, does not remove the right of the student to take further action or to pursue other legal remedies Australian consumer protection laws.

SECTION B: Tuition Fee Refund Policy –General Refunds

In line with current legislative requirements, as well as the General Application process outlined above in Section A, any payable refunds will be subject to the following clauses under PCT's General Refund provisions:

1. If a student is seeking a refund for enrolment in the principal (main) course of study, as applied for on their current Student Visa, then the student will **not** be eligible for a refund for any tuition fees paid for the first six (6) months of the principle course. Any additional tuition fees paid beyond the first six (6) months, that are deemed refundable, will be payable back to the student minus any *applicable deductions**.
2. If a student requests a refund from their course of study, MORE THAN Twenty-Eight (28) days before the starting date of the students next period (term) of study, then PCT will refund the defaulting student's paid tuition fees in full, minus any *applicable deductions***.
3. If a student withdraws from a course of study, LESS THAN Twenty-Eight (28) days before the starting date of the students next period (term) of study, then the student will forfeit 50% of their payable tuition fees, for that period (term) of study. PCT will refund any remaining tuition fees paid for additional periods (terms) of study thereafter, minus any *applicable deductions**.
4. No refund will be given to any student who withdraws from their course of study, after the commencement date of that current study period (term), for the current period of study. Any additional tuition fees that have been paid beyond the current study period (term), that are deemed refundable, will be payable back to the student minus any *applicable deductions**.
5. If an Offshore student is unable to get a student visa, then the student will be eligible, upon application to the PCT, for a full refund of the paid tuition fees subject to deduction of AUD\$200-250 "Non-Refundable Application Fee" and AUD\$200 "Refund Administration fee".

The student must provide a copy of the official letter of visa application rejection by the Department of Home Affairs along with their Tuition Fees Refund application.

6. If a student holds a valid student visa at the time of enrolment with PCT, but after commencing their course, their current visa expires and a subsequent onshore student visa application is applied for and rejected, then the student will be eligible to apply for a refund for any tuition fees paid to PCT on a pro-rata basis (calculated on a weekly basis as per the PCT term calendar) minus any *applicable deductions**

The Student must provide a copy of the visa application rejection letter as issued by Department of Home Affairs along with their application in order for any refund to be approved.

7. If a student transfers to a second course within Pacific College of Technology, without completing the first course, then the student is **not** eligible for a refund of the first Tuition fees. The tuition fee paid for the current six-month period of the first course will be credited on a *pro-rata* basis towards the tuition fee of the second course. All other tuition fee paid toward the current six-month period of the first course will be credited in full towards the tuition fee of the second course. If the credited amount is greater than the total cost of the second amount, the difference will be refunded within twenty-eight days of commencement of the second course.

In the event that either the Student or PCT defaults on their legal obligations under the above- mentioned legislation or the Student Acceptance Contract, then the above refund policies under **Section B** will not apply. Students will need to refer to **Section C** - Tuition Fee Refund Policy – Student Default or **Section D** - Tuition Fee Refund Policy – Provider Default for refunds in these circumstances.

SECTION C: Tuition Fee Refund Policy – Student Default

Under s27 and s28 of the Commonwealth ESOS Act (2000), an education provider may refuse to provide or continue providing a course of study to a student in one or more of the following circumstances:

- i. The student failed to pay an amount he or she was liable to pay to the provider, directly or indirectly, in order to undertake the course;
- ii. The student breached a condition of his or her student visa;
- iii. Misbehaviour by the student;

In the event that PCT refuses to provide or continues to provide a Student a course of study due to one or more of the above circumstances, the student's actions will be deemed to be a Student Default, and will automatically be taken as such by PCT unless otherwise advised in writing.

If a student defaults on the basis of any of the above circumstances, and the defaulting student subsequently requests a refund of monies paid to PCT, the defaulting student may be eligible for a refund of paid tuition fees, subject to the following conditions (in conjunction with Section A – general Application process):

1. Any unspent tuition fees that are deemed refundable will be returned to a defaulting student (or original payee of the defaulting student's tuition fees) within 31 days of a valid refund request being approved by PCT. Any payable refunds will automatically be subject to clauses 2 – 4 under this Student Default section.
2. No refund will be given to any defaulting student who withdraws from their course of study, after the commencement date of their current study period (term), for that period of study (term). Any additional tuition fees that have been paid beyond the current study period (term), that are deemed refundable, will be payable back to the student minus any *applicable deductions*. *
3. If a defaulting student's enrolment is cancelled due to breach of visa conditions e.g. not meeting the minimum legislative requirements for course attendance or satisfactory course progress, then there will be **no** refund of course tuition fees for the current period (term) of study. Any additional tuition fees that have been paid beyond the current study period (term), that are deemed refundable, will be payable back to the student minus any *applicable deductions*.*.
4. No refund for the term tuition fees will be given to any student who is suspended and or expelled in that term for breaching PCT's rules and or Code of Conduct as outlined in the Student Handbook and made available on the website.
5. If any student is suspected of providing fraudulent documentation for gaining admission into a PCT course and thereby applying for a student visa, PCT will put students' paid fees on hold until an investigation has concluded. If the investigation reveals the student has provided false or fraudulent information and the visa application has been refused for that reason, the student will lose the right to claim refund. In that situation, no refund of any application fee, tuition fee, material fees or deposit will be made to the student, and the student may be reported to the relevant authorities such as state or federal police

SECTION D: Tuition Fee Refund Policy – Provider Default

Under the Commonwealth ESOS Act (2000), The College is deemed to have defaulted on its obligations to its students if:

- The course offered does not start on the agreed starting day;
- The course stops being provided after the start date and before it is completed; or
- The course is not provided fully to the student because the College has had a sanction imposed.

In the event that PCT defaults on the basis of any of the above circumstances, the following refund based procedures will take effect, subject to any of relevant policies as mentioned above:

1. Any student affected by a default on behalf of PCT, will first be offered enrolment in an alternative course provided by Pacific College at no extra cost. Any offer will be made subject to and in line with existing Student Visa conditions and requirements.
2. If an affected student accepts the offer of enrolment in an alternative course offered by PCT, then the student will be issued a new *Letter of Offer* and *Student Acceptance Agreement* within 14 days of the date of default.

3. No refund Administration fee will be charged for any refunds due to provider default.
4. In the event that any affected student by PCT's default does not accept an offer by PCT of an alternative course within PCT, the full refund of unspent tuition fees will be paid within 14 days of the date of default.
5. PCT will provide the student in writing, within 14 days, a statement that explains how the refund amount has been calculated.
6. In the unlikely event that PCT is unable to provide a refund or place the student in an alternative course offered by PCT, Tuition Protection Scheme (TPS) administered by the Commonwealth will place the student in a suitable alternative course at no extra cost to the student.
7. In the event that the Commonwealth managed Tuition Protection Scheme (TPS) cannot place the student in a suitable alternative course or this is not possible, the student will be eligible for a refund as calculated by the TPS Fund Manager. Please refer to <https://www.dese.gov.au/tps/> for more information on TPS.

SECTION E: Accommodation Fee Refund

The following refund policy applies to students who have paid an Accommodation fee prior to or after arrival in Australia:

1. If a student cancels their arranged accommodation more than fourteen (14) days prior to their arrival date, any fees paid for accommodation will be refunded to the student, minus any applicable deductions passed on by the accommodation provider.
2. If a student cancels their arranged accommodation less than fourteen (14) days before their arrival date, the fees paid for accommodation will be refunded minus a cancellation fee equivalent to one week's accommodation, and any applicable deductions passed on by the accommodation provider.
3. Once in Australia, a Student is required to give at least twenty-eight (28) days notice of their intention to cancel their accommodation. No refund will be provided for the notice period unless mutually agreed in writing by the accommodation provider. Any refunds payable for periods after the 28 days will be refunded to the student, minus any applicable deductions passed on by the accommodation provider.

*** APPLICABLE DEDUCTIONS – this refers to Refund Administration charges of \$200, Non-refundable application fees of \$200-\$250, bank transfer fees, if applicable or services charges (as per the list on the website) that have been incurred by student on or before the date of refund application.**

Appendix A: Tuition Fees Refund Summary

The table below summarises the key refund situations:

Refund situation	Refund Calculation	Deduction from refund amount	Documents required	Processing times
The College is in default e.g. fails to deliver the course	100% of unspent tuition fees or placement in another provider	Nil.	Tuition Fee Refund Form	14 days
Offshore student unable to get student visa	Full refund of tuition fees minus applicable deductions	Refund admin fee \$200 / Application fee \$200-\$250	Proof of visa refusal letter from the Department of Home Affairs And Tuition Fee Refund Form	31 days
Onshore visa refusal to a continuing student	Pro-rata refund based on the commenced term period (on weekly count)	Refund admin fee \$200 / Application fee \$200-\$250 / current term tuition fees	Proof of visa refusal letter from the Department of Home Affairs & Tuition Fee Refund Form	31 days
Student withdraws from the course 28 days BEFORE the course commencement date	Refund of relevant term fees minus applicable deductions	Refund admin fee \$200 / Application fee \$200-\$250	Tuition Fee Refund Form and withdrawal form	31 days

Student withdraws from the course LESS THAN 28 days before course commencement date	50% of paid term tuition fees	Refund admin fee \$200 / Application fee \$200-\$250	Tuition Fee Refund Form and withdrawal form	31 days
Student withdraws from the course AFTER the course has started.	Forfeiture of fees for the commenced term and full refund if paid for the next term	Refund admin fee \$200 / Application fee \$200-\$250	Tuition Fee Refund Form and withdrawal form	31 days
Student discontinues the principal course of study course before completing first six months	No refund for tuition fees paid up to first 6 months	Refund admin fee \$200 / Application fee \$200-\$250	Tuition Fee Refund Form and withdrawal form along with supporting documents	31 days
Student's CoE cancelled due to breach of visa conditions including attendance reasons	Forfeiture of fees for the commenced term and full refund if paid for the next term	Refund admin fee \$200 / Application fee \$200-\$250	Tuition Fee Refund Form	31 days