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Refund Policy and Procedure



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1. Purpose

To provide for the appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refund process will allow students the option to disengage from training in a manner in which a negative impact may be either nullified or reduced, depending upon notification time frames.

2. Scope

This policy covers the refunds process for all fees payable for training services provided within Axis Institute scope of registration, in accordance with the ESOS Act and the National Code. This policy and procedure applies to all staff of the college responsible for the processing of refunds and/or collecting outstanding tuition fees and/or attending to student queries in respect to refund and payable tuition fees.

3. Responsibility

Account Officer- responsible for the verification of refund process and amount.

Student Admin Officer/Marketing officer- support student to access the process

Director of Operations- approve the final refund

4. Compliance/legislations

Clause/standard	Requirement
Standard 3.4 of the ESOS National Code 2018	refunds of tuition fees and non-tuition fees in the case of student default and provider default
3.4.1	amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
3.4.2	processes for claiming a refund
3.4.3	the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
3.4.4	a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
3.4.5	"This written agreement, 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 <i>Australian Consumer Law</i> if the <i>Australian Consumer Law</i> applies".
Standard 5 (5.3) of the SRTOs 2015	Each learner is properly informed and protected

Course	Course refers to the whole period for which the Confirmation of Enrolments or letter of offer is issued.
Confirmation of Enrolment (CoE)	A document, provided electronically, which is issued by the registered provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the registered provider.
Tuition Fees	Fees college receives, directly or indirectly, from a student that relates to the provision of a course that the college is providing, or offering to provide, to the student
Package course/program	Package course/program means a package of courses of study comprising more than one course, all of which are offered by Axis Institute and in which the student is enrolled. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course in which the student is enrolled in.
Agreed Starting Date	Agreed Starting Date means, unless otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between Axis Institute and the student, such day being the commencement day in the offer letter or the Students Confirmation of Enrolment (eCOE).
Provider Default	<p>The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.</p> <p>Where the registered provider fails to provide a course or ceases to provide a course to an overseas student within the meaning of section 46A of the ESOS Act.</p> <p>(i) either of the following occurs:</p> <ul style="list-style-type: none"> • the course does not commence on the agreed start date; • the course ceases to be provided at any time after it starts but before it is completed; and <p>(ii) the student has not withdrawn before the default day.</p> <p>(iii) If the course is not provided in full to the student because a sanction has been imposed on the provider.</p>
Student Default	Where an overseas student does not start a course or withdraws from a course as defined in section 47A (2) of the ESOS Act.

	<p>A student default occurs when Axis Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:</p> <ul style="list-style-type: none"> (i) the course starts on the agreed start date, but the student does not attend the classes on that day (and has not previously withdrawn); (ii) the student withdraws from the course (either before or after the agreed start date); (iii) the student fails to pay an amount he or she is liable to pay to the college, directly or indirectly, in order to undertake the course; (iv) The student breached a condition of his or her student visa; or (v) student's misbehaviour/misconduct
Study period	A discrete period of study within a course, namely term, semester, trimester, short course of similar or lesser duration, or as otherwise defined by the registered provider as long as that period does not exceed six months. See also 'Compulsory study period'.
Unspent Tuition Fees	The amount of fees paid for the study period that a student withdraws from before that study period commences.

5. Policy

This policy is created pursuant to the ESOS Act 2000 and Standard 3.4 of the National Code of Practice for Providers of Education and Training to Overseas Students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

- Axis Institute reserves the right to withhold granting of the award attained by the student, if the student has outstanding fees.
- Axis Institute 's dispute resolution processes do not limit the student 's rights to seek other legal remedies.
- Refer to the student Complaints & Appeals policy and procedure on the Axis Institute website and in the Student Handbook if you wish to appeal the Refund Policy.
- Axis Institute will consider the following exceptional circumstances as grounds for a student 's withdrawal from the program. With the submission of acceptable documentary evidence, refunds will be at the discretion of Axis Institute.
 - Severe life threatening illness or disability.
 - Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)

Axis Institute does not provide refunds for:

- **Enrolment fees, accommodation assistance fees & airport reception fees**
- Withdrawal from course after the course has commenced
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas

- Job change or retrenchment
- Students who leave before completing the course and/or qualification

All bank charges incurred by Axis Institute in issuing a refund will be met by the student.

Axis Institute will endeavour to contact students who have not requested a refund within 4 weeks of leaving the institute and keep such evidence on the student file.

In the event that a student does not commence studies on the due date, the institute will advise the Department of Education and Training via PRISMS, details of the student who has not commenced studies within a period of 31 days.

6.1 Student Refund Table

Enrolment fee is different from the refund administration fee.

Enrolment Fee \$250	Non-refundable
All tuition fee refunds will attract \$250.00 administration fee.	
Tuition Fees	
Visa refused prior to course commencement (evidence required) ¹ Withdrawal at least 10 weeks prior to agreed starting date Withdrawal at least 4 weeks prior to agreed starting date	Full refund Full refund 75% refund
Withdrawal less than 4 weeks prior to agreed starting date	60% refund
Withdrawal after the agreed starting date	No refund
Visa cancelled due to actions of the students ²	No refund
Course withdrawn by Axis Institute (provider default) before course	Full refund
Course withdrawn by Axis Institute (provider default) after course commencement ³	Please refer to Section 6
Student visa refused after course commencement or change of student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions ⁴	Please refer to Section 6
Student/s who wish to withdraw from their current course at Axis Institute: (This section is not applicable for a student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions) ⁵	No refund. Please refer to Section 6
Student is unable to start the course on serious medical grounds and evidence is	Partial / Full
provided from a registered doctor at least 2 weeks prior to agreed start date	refund
Student fails to achieve an acceptable English Language Proficiency (required for commencing the Vocational Course/s the student is enrolled in) as required by Axis Institute	Full refund
Enrolment fees	No
Material fees after course commencement	No

6. Student Default

A student is not eligible for a refund in the event of student default. A student default occurs when:

- The course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); or
- The student withdraws from the course (either before or after the agreed starting date); or
- The Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:
 - The student failed to pay an amount he or she was liable to pay to the Institute, directly or indirectly, in order to undertake the course; or
 - The student breached a condition of his or her student visa; or
 - Misconduct by the student.

7.1 Reporting Timelines - Student Default

Axis Institute is obliged to adhere to the following timelines in relation to reporting student default:

- 31 days to report non-commencement of enrolled course or cancellation of the student's enrolment to Department of Home Affairs (Section 19, ESOS Act 2000)
- 28 days to finalise the student default obligations where a refund is provided to a student in relation to a student's visa being refused, (where there is a compliant written agreement, or where there is no compliant written agreement in place), and
- A further 7 days to report the outcome of the student default (via PRISMS) (total of 35 days after the default occurs).

7.2 Student's Rights to Appeal

- Any student who is refused a refund by Axis Institute may appeal within 20 days in writing to the Student Administration Manager Refer Complaints and Appeals Policy available.
- The Institute 's appeal process does not limit the students right to pursue other legal avenues.
- The availability of the complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

7. Provider Default

In the unlikely event that the Institute defaults, it will notify the Secretary (or delegate) and Tuition Protection Service (TPS) Director within 3 business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student.

The Institute defaults when:

- It fails to provide the course to the student on the agreed starting date; or
- The course ceases to be provided to the student any time after it starts but before it is completed; and
- The student has not withdrawn before the default day.

In the unlikely event that the Institute is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within 2 weeks of the day on which the course ceased to be provided.

Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the Institute to indicate the student accepted the placement.

In the unlikely event the Institute is unable to provide a refund or place students in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Students in this instance are advised to contact <https://tps.gov.au/StaticContent/Get/StudentInformation>.

8. Refund calculation

Refund Calculation

1 Visa Refused prior to course commencement - Maximum total course fee deductible by Axis Institute will be \$ 500. (Enrolment Fee: \$ 250 + Refund Administration Fee: \$ 250)

2 Visa Cancelled due to actions of the student:

- A Student whose visa is cancelled by DHA during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa) shall not be eligible for a refund;
- A student, who supplies incorrect or fraudulent information or document to obtain a place at Axis Institute, shall not be eligible for a refund

3 Provider default after course commencement:

Calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

- a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.
- number of calendar days from the default day to the end of the
- b) Weeks in default period = $\frac{\text{period to which the payment relates}}{7}$
- c) Refund amount = weekly tuition fee × weeks in default period
- d) If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment then students are liable to pay for the difference amount (Axis Institute must have received tuition fee equivalent to = Total Tuition Fee – (Weekly tuition fee × weeks in default period))

4 Student Visa Refused after course commencement or change of student visa subclass to a different type of substantive visa or change to a Bridging Visa with study restrictions after course commencement

- Student default in the case of visa refusal (after the student has commenced the course)

Refund calculation under section 10 of the refund specification of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

- a) Weekly tuition fee = (total tuition fee / number of calendar days in the course) × 7
- number of calendar days from the default day to the end of the
- b) Weeks in default period = $\frac{\text{period to which the payment relates}}{7}$
- c) Refund Amount = Weekly tuition fee × weeks in default period
- d) If it is identified, as per the calculation in this section, that students have paid less fees than the required amount for that period of enrolment then students are liable to pay for the difference amount (Axis Institute must have received tuition fee equivalent to = Total Tuition Fee – (Weekly tuition fee × weeks in default period))

5 Student/s who wish to withdraw from their current course at Axis Institute: (This section is not applicable for a student visa subclass to a different type of substantive visa after course commencement or change to a Bridging Visa with study restrictions):

If a student wishes to withdraw for any reason/s listed, but not limited to below, student is still liable to pay all the outlined course fee* for that particular course, the student is currently enrolled in.

- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment Students who leave before completing the course and/or qualification
- Change of mind

*Course fees = tuition fees for a particular course + all non-tuition fees for a particular course

9. Refund Procedure

1. **Every refund request must be accompanied by a completely filled Refund Application Form and an Enrolment Variation Form, along with supporting evidence**

Refund Application Form and Enrolment Variation Form are available on the Axis Institute website: www.axisintitute.edu.au

2. **Student are to send back the completed Refund Application Form, Enrolment Variation Form, and supporting evidence to accounts@axisinstitute.edu.au**

Supporting evidence must be official documentary evidence. All written evidence must be submitted in English.

Note: It is the applicant's responsibility to have any supporting documentation translated into

English by a recognised authority, e.g. National Accreditation Authority for Translators and Interpreters (NAATI).

3. **Accounts will confirm amount refundable, if any.**
4. **If students are eligible for any fees refundable will be refunded only into the bank account of the student or the same person that initially made the payment of course fees within policy time period, from the date which student gives us the completed form**

Refunds are made in accordance with the policy above and full refunds of amounts owed to the students will be made within 4 business weeks.

5. **If students are not eligible for any refunds, Axis Institute will notify them of their ineligibility for the refund. Students who do not concur with Axis Institutes decision, can appeal using our Complaints and Appeals Form that is available on our website. Please refer to our Complaints and Appeals Policy on our website.**

Refunds will only be in Australian dollars. All bank charges incurred by Axis Institute in issuing a refund will be met by the student.

Axis Institute will endeavor to contact students who have not requested a refund within 4 weeks of leaving the institute at the last known contact address, phone and email, and keep such evidence on the student file.

In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.