



RTO 41228 | CRICOS Provider No. 03640K

Refund Policy and Procedure

Brisbane Campus (Head Office)

Level 6, 359 Queen Street
Brisbane QLD 4000
Australia
+61 7 2102 3553
info@axisinstitute.edu.au

Parramatta Campus

Level 5, 9 Wentworth Street
Parramatta NSW 2150
Australia
+61 2 8358 7277
nsw@axisinstitute.edu.au

Version control

Date	Version	Changes made	Author
07 Dec 2022	V1.1	Overall revision and updates	K Adhikari
01 Jan 2023	V2.0	Reviewed and amended as per some of the recommendation of Commonwealth Ombudsman Issues Paper	K Adhikari

Copyright © 2022 Manigram Pty Ltd trading as AXIS Institute. All rights reserved.

BN 37 134 396 320 | RTO: 41228 | CRICOS 03640K | www.axisinstitute.edu.au

Contents

Contents.....	3
1. Purpose	4
2. Scope.....	4
3. Responsibility	4
4. Compliance/legislations	4
5. Definition.....	5
6. Policy	6
7. Fee refund table	7
8. Procedure.....	8
9. Complaints and Appeals	9
10. Associated documents	9
Annex1_Refund calculation	10

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 overseas students and all staff of the Institute 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 Manager- 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

Accounts: process the 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

5. Definition

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 Institute receives, directly or indirectly, from a student that relates to the provision of a course that the Institute 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	<p>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> <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 Institute, 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	<p>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'.</p>
Unspent Tuition Fees	<p>The amount of fees paid for the study period that a student withdraws from before that study period commences.</p>

6. Policy

1. Axis institute will comply with relevant legislation provisions while considering a request for a refund of tuition fees.
2. All refund information is made available to students through the enrolment process and is included on the Letter of Offer and Student Agreement which

- student acknowledges and agrees to, on signing the student enrolment agreement form / acceptance advice.
3. Material fees (also non-tuition fees) and other administrative charges are not eligible for refund as they are supplied to and/or used by the student.
 4. Any commission paid to an agent in relation to the student's recruitment shall be deducted from the above refund.
 5. Institute will not provide refund if misleading or fraudulent information or documentation is provided by the student.
 6. Institute reserves the right to amend refund terms and conditions at any time to ensure compliance with applicable State and Federal legislation.
 7. All refund information is made available to students through the enrolment process and is included on the student enrolment agreement form and or Letter of Offer, which student will acknowledge and sign it.
 8. Axis institute reserves the right to withhold granting of the award attained by the student, if the student has outstanding fees.
 9. Axis institute will not refund for following:
 - 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.
 - documentation translated into English
 10. 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.
 11. In the unlikely event that Institute is unable to deliver the course in full, student will be offered a refund of unspent tuition fee paid to date. The refund will be paid within 14 days from the date of default. Alternatively, student may be offered enrolment in an alternative course at no extra cost to you. Students have the right to choose whether they would prefer a refund of course fees, or to accept a place in another course. If a student chooses a placement in another course, Institute will require you to sign a document to indicate that you have accepted the placement
 12. Axis institute may, where InstituteAxis institute, exercise discretion if a student's request for refund would otherwise be refused or partially approved.

7. Fee refund table

Enrolment Fee \$350	Non-refundable
All tuition fee refunds will attract \$250.00 administration fee.	
Tuition Fees	
Visa refused prior to course commencement (evidence required) ¹	Full refund
Withdrawal at least 10 weeks prior to agreed starting date	Full refund

Withdrawal at least 4 weeks prior to agreed starting date	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 commencement	Full refund
Course withdrawn by Axis institute (provider default) after course commencement ³	As per refund calculation Annex-1
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	As per refund calculation Annex-1
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. As per refund calculation Annex-1
Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to agreed start date	Partial / Full 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 refund
Material fees after course commencement	No refund

8. Procedure

- 8.1 Students seeking refund must submit a [Refund Application Form](#) and an [Enrolment Variation Form](#) along with supporting evidence to ev@axisinstitute.edu.au and accounts@axisinstitute.edu.au. Both the forms are available on the Axis institute website. Evidence must be in English language. 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).
- 8.2 Student services reviews the enrolment variation request and makes a decision to accept or reject the request.
- 8.3 Accounts will assess the refund application and if any amount refundable.
- 8.4 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 according to policy time-frame, from the date student submitted the form.

- 8.5 If students are not eligible for any refunds, Axis institute will notify them about ineligibility for the refund. Students not satisfied with the Institute's decision that can appeal the decision using our [Complaints and Appeals Form](#) available on Institute's website and at the reception. Please refer to our Complaints and Appeals Policy on our website.
- 8.6 In relation to a student's visa being refused, the Accounts Officer should record and finalise the student default obligations on PRISMS. 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 from the default date and a further 7 days to report the outcome of the student default (via PRISMS) (total of 35 days after the default occurs).
- 8.7 Once the refund is processed, the Accounts Officer is required to update the students record on PRISMS for each course level. To do this, select the course variation/defaults tab, then select the Button "Record Provider/Student Default". Under default type select- Student (with visa refused) and enter the default date. The Accounts Officer is required to update the Refund Application Form with the details of recording on PRISMS, scan and save the form to student's folder in SOLZ/RBM.
- 8.8 Refunds will only be in Australian dollars. All bank charges incurred by Axis institute in issuing a refund will be met by the student.
- 8.9 Axis institute will attempt 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.

9. Complaints and Appeals

Students not satisfied with the decision made according to this policy can appeal the decision by accessing Complaints and Appeals Policy and Procedure.

10. Associated documents

- Student Handbook
- Institute website information
- Letter of Offer and Student Agreement
- Fees payment and protection Policy
- Refund Application Form
- Complaints and Appeals Policy and Procedure

Annex1 Refund calculation

Refund Calculation

¹ Visa Refused prior to course commencement - Maximum total course fee deductible by Axis institute will be \$600. (Enrolment Fee: \$350 + 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 =
$$\frac{\text{period to which the payment relates}}{7}$$

7

- c) Refund Amount = Weekly tuition fee x 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 x weeks in default period))
- 1.

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 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