




---

## INTERNATIONAL STUDENTS REFUNDS AND CANCELLATION FEES POLICY

---

<b>POLICY TITLE:</b>	INTERNATIONAL STUDENTS REFUNDS AND CANCELLATION FEE POLICY
<b>POLICY NUMBER:</b>	WIP0910 - 007
<b>RESPONSIBILITY:</b>	CREDIT CONTROL

---

**This Policy describes the procedures whereby WAIFS controls and implements its student refund and cancellation fees policy.**

### Scope

- This policy applies to all intending, commencing and continuing international students
- As soon as an international student applicant accepts a place offered by WAIFS and pays the associated fees a binding contract is created between the student and WAIFS.

### *Students should note:*

- All WAIFS' students have access to the WAIFS' Complaints and Appeals Process should they disagree with any decision or action made by WAIFS.
- For information on how to lodge a complaint or appeal refer to the Complaints and Appeals Policy on the **website:** <http://www.waifs.wa.edu.au>
- This Policy and the availability of complaints and appeals processes, do not remove the right of any student to take action under Australia's consumer protection laws.
- WAIFS reserves the right to withdraw a unit(s) or course(s) from offer at its discretion. If a student is unable to enrol in a similar course or unit(s) at WAIFS and the enrolment is cancelled, all fees paid upfront will be refunded.

### **Commencing International Students –DIBP Visa Refusal**

If an application for an initial student visa is refused, the DIBP processing office will issue a letter confirming that the student visa application has been refused. A copy of the visa refusal letter must be sent to WAIFS as proof of visa refusal and in order for the student to receive a refund in accordance with the Refund policy for international students.

If a student does not send proof of visa refusal, the refund will be calculated in accordance with the Refund Policy "International Student withdraws from course" as outlined in the Table of Refunds and Cancellation Fees.

### **Acceptance of Offer**

- All students enrolling at WAIFS will receive a written Letter of Offer describing student default and the terms and conditions applicable to the refund of student fees.
- Potential students will be issued with the Letter of Offer prior to enrolling in WAIFS courses and acknowledge receipt and understanding of the terms of the Letter of Offer by signing an 'Acceptance of Offer' form and returning it to WAIFS before any confirmation of enrolment is issued.
- *WAIFS does not accept student enrolments without a signed Acceptance of Offer Form*

### **Enrolment Paperwork Checking**

- On receipt of the student's Acceptance of Offer, the Manager, Student Administration Services or appropriate person is to ensure that the Acceptance of Offer has been completed and signed by

CRICOS Provider No. 03188C RTO Provider No. 52128	Author: WAIFS	Current Version: 1.0		
Document name/number and file location: Refunds and Cancellation Fees Policy/S:\WAIFS Policies	Initial Issue date: 8/08/16	Current Version Issue Date: 11/11/2016	Next review date: 11/11/2017	Page 6



the student or parent/guardian (for students under 18 years of age at the date of application).

- Once signed, processing of the students enrolment can continue. The signed Acceptance of Offer is to be placed on the student's file (electronic or hard copy).
- If the Acceptance of Offer has not been signed or the signature does not correspond to the signature on the student/parent/guardian's passport or ID card or driving license (or similar documentation provided during the enrolment process), the Manager, Student Administration Services or appropriate person is to contact the student or parent/guardian (for students under 18 years of age at the date of application) and advise them that the enrolment cannot proceed without their signature being supplied and/or matching the appropriate third party evidence supplied with their signature on it.

### Submitting a Request for a refund

- Students may cancel their enrolment at any time. Subject to the timing of that request, cancellation charges may apply (see Table of Refunds and Cancellation Fees).
- All requests for refund of any monies must be made in writing to the Manager, Student Administration Services or appropriate person.
- **For current students** - Refund Request Forms are available at [www.waifs.wa.edu.au](http://www.waifs.wa.edu.au) and from the Student Administration Department. This should be submitted to the Manager, Student Administration Services or an Administration employee by email, by post, by fax or by hand. Requests must be signed by the student (or parent/guardian for students under 18).
- **For students who have not yet commenced their studies** – in writing (by fax to + 61 (0)8 6200 6201) or by email. Requests must be signed by the student (or parent/guardian for students under 18).
- A record of the decision in relation to the refund request will be put in writing and sent to the student (or parent/guardian for students under 18).
- A copy of the decision will be placed in the student file.
- Where a student is entitled to a refund of fees under this policy the refund will be paid within four (4) weeks of receiving a written request (by fax or through the Student Portal – as appropriate) from the student (or parent/guardian for students under 18).
- Where a student is entitled to a refund of fees arising from 'Provider Default', the refund will be paid within 2 weeks of the date of the provider default.
- Refunds will only be made by direct deposit (electronic funds transfer) into a bank account nominated by the student (or parent/guardian for students under 18) on the Refund Request form/in writing.
- Refunds will be paid in Australian dollars to the person who entered into the contract with WAIFS (normally the student, (or parent/guardian for students under 18) unless that person gives a *signed* written instruction to WAIFS to pay the refund to another person.
- Prior to commencing their course, and subject to approval, students may apply in writing to defer their course commencement to a later date. WAIFS will credit any fees paid to the agreed future date without penalty.
- A student whose withdrawal or enrolment cancellation is due to *exceptional, compassionate or compelling circumstances* can request that cancellation charges be waived. Requests should outline the reasons for the withdrawal and include independent third party documentary evidence (e.g. medical certificates) to support the request. Requests must be made in writing *within twelve months* of the date of the withdrawal.

### Cancellation Fees:

When the ESOS Act and National Code provided guidelines on refunds for registered training organisations, the assumption was that student would pay fees in advance and then, on withdrawal, potentially be entitled to a refund. The reality is that, increasingly, although students state that they can afford to pay to live and study in Australia as part of the visa application process, students

CRICOS Provider No. 03188C RTO Provider No. 52128	Author: WAIFS	Current Version: 1.0		
Document name/number and file location: Refunds and Cancellation Fees Policy/S:\WAIFS Policies	Initial Issue date: 8/08/16	Current Version Issue Date: 11/11/2016	Next review date: 11/11/2017	Page 6



request to pay their fees in instalments. Therefore, it is important that WAIFS now clarify that, as students do not always pay their fees in advance as the legislation initially expected, WAIFS has a cancellation policy which sits alongside the refund policy and is as follows:

When a student withdraws from or cancels their course or requests a transfer to another college cancellation fees may apply.

Cancellation fees are calculated as equivalent to the amount of fees WAIFS would be able to retain under the refund policy had the student paid their course fees in advance.

For example, if you cancel your course 4 to 10 weeks before its commencement, 30% of the semester tuition fee would be payable.

If you are on a payment plan and have not yet paid all of your fees, fees become payable immediately up to the equivalent of the amount WAIFS is allowed to retain under the refund policy.

If you are in arrears with your fees, fees become payable immediately up to the equivalent of the amount WAIFS is allowed to retain under the refund policy.

If a student defers their course and subsequently withdraws/cancels/transfers their enrolment, cancellation fees apply from the original course start date (not the deferred course start date).

**Provider Default**

In the event that WAIFS ceases to provide a course of study in which a student is enrolled, the student is entitled to a choice of:

- (a) An offer of a place in a similar course of study with a Second Provider with the balance of unspent tuition fees being transferred to the Second Provider (the course placement option)

OR, in the event a student cannot find an alternative course placement option

- (b) The student will be eligible to request a refund of unexpended pre-paid tuition fees from the TPS and will be required to comply with any relevant immigration requirements (the tuition fee repayment option)

Further information about the TPS can be found at: <https://tps.gov.au/StaticContent/Get/StudentInformation>

If WAIFS ceases to provide a course of study, and is not in a position to refund the tuition fees, WAIFS will notify the TPS Director within three business days of the default (or intention to default) and will have 14 days to satisfy its tuition protection obligations to current students. At the end of the 14 days, WAIFS will have a further 7 days to advise the TPS Director of the outcome.

**Tuition Assurance Scheme**

For more information on WAIFS’s tuition assurance arrangements please refer to the Tuition Assurance Policy (International Students) available on our website at [www.waifs.wa.edu.au](http://www.waifs.wa.edu.au).

CRICOS Provider No. 03188C RTO Provider No. 52128	Author: WAIFS		Current Version: 1.0	
Document name/number and file location: Refunds and Cancellation Fees Policy/S:\WAIFS Policies	Initial Issue date: 8/08/16	Current Version Issue Date: 11/11/2016	Next review date: 11/11/2017	Page 6



**TABLE OF REFUNDS AND CANCELLATION FEES**

<b>Reason for Refund/Cancellation Fee</b>	<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Commencing International student's application for a visa is <i>unsuccessful</i> , irrespective of the reason.	Before semester/course commences	AUD\$230	Full refund (less the amount specified under the student default provisions of the Commonwealth ESOS Act and Regulations [Section 29(1b) and Regulation 3.19(2)]).
Commencing International Student withdraws from course or Commencing International student's visa is revoked for breach of visa conditions	More than 10 weeks before semester commences	AUD\$230	Full refund of Semester fees less AUD\$230
	4-10 weeks before semester commences	30% of semester fees	70% of semester fees
	Less than 4 weeks before semester commences	60% of semester fees	40% of semester fees less AUD\$230
	Weeks 1-4 of semester	70% of semester fees	30% of semester fees
	After Week 4 of semester	100% of semester fees	No Refund
Continuing International Student withdraws from course where continuing student means any student who has been on a student visa in Australia previously. This includes students who are on a bridging visa awaiting a decision on a student visa application which is not their first ever student visa application.	More than 10 weeks before semester commences	AUD\$230	Full refund of Semester fees less AUD\$230
	4-10 weeks before semester commences	30% of semester fees	70% of semester fees
	Less than 4 weeks before semester commences	60% of semester fees	40% of semester fees less AUD\$230
	Weeks 1-4 of semester	70% of semester fees	30% of semester fees
	After Week 4 of semester	100% of semester fees	No Refund



Reason for Refund	Notification Period	Cancellation Fee	Refund
Continuing International student's application for Visa renewal is rejected following breach of visa conditions	After semester has commenced	No refund of the semester's fees and 60% of pre-paid fees applicable to one subsequent semester.	40% of any fees paid in advance for the next semester. 100% of any prepaid fees for any semesters after the next semester.
Enrolment is cancelled by WAIFS due to serious misconduct by the student	After semester has commenced	No refund of the semester's fees and 60% of pre-paid fees applicable to one subsequent semester.	40% of any fees paid in advance for the next semester. 100% of any prepaid fees for any semesters after the next semester.
If WAIFS withdraws offer, fails to provide the course offered, or terminates a service offered.	At All Times	The 'Provider Default' provisions of the Commonwealth ESOS Act 2000 apply.	
Airport Pick-up Fee	24 Hours or more before expected flight arrival	No charge	100% of fee refunded if service cancelled 24 hours or more before expected flight arrival.
Homestay/Accommodation Booking Fee	2 weeks (14 days) or more before arrival	No charge applicable to unused fees at date of cancellation.	100% of unused fees refunded. If students have paid money <b>directly</b> to an accommodation/homestay provider/booking service, such money is not covered by this refund policy. Students should confirm any refund with the external provider directly.



## COURSES OF 10 WEEKS OR LESS DURATION:

Waifs will apply the refund policy as stated in the Table of Refunds and cancellation fees except that, for courses of 10 weeks or less duration, the following refund policy applies (and overrides the policy as stated in the Table of Refunds and cancellation fees):

International Student withdraws from course or International student's visa is revoked for breach of visa conditions	More than 10 weeks before Course commences	AUD\$230	Full refund (less the amount specified under the student default provisions of the Commonwealth ESOS Act and Regulations [Section 29(1b) and Regulation 3.19(2)]).
	4-10 weeks before Course commences	30% of semester fees	70% of course fees
	Less than 4 weeks before semester commences	100% of course fees	No Refund