



REFUNDS AND CANCELLATION FEES POLICY FOR INTERNATIONAL STUDENTS

POLICY NUMBER: NC18-PP022

RESPONSIBILITY: OPERATIONS MANAGER

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1. Scope

This policy applies to the calculation of cancellation fees and refunds. The policy applies to all reasons a refund or cancellation may arise, including student default and provider - West Australian Institute of Further Studies Pty Ltd's ("WAIFS") default.

This policy meets the requirements of the Education Services for Overseas Students ("ESOS") Act and the National Code 2018 – both as amended from time to time.

2. Important information for students

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 <http://www.waifs.wa.edu.au/policies-procedures/>

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.

3. Definitions

Semester A 26 week period that includes a maximum of 24 weeks of study

ELICOS Course Commencement The start date of a student's first ELICOS course at WAIFS

Provider Default Date As defined in the Commonwealth ESOS Act 2000

Student Default Date

- (i) The date at which the student does not commence; or
- (ii) The date at which WAIFS has been notified and received all required supporting documentation for a withdrawal; or
- (iii) The date the student is cancelled with WAIFS for misbehaviour or non-payment of fees; or
- (iv) Breach of visa condition



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Non-tuition fee	This relates to the course material fee, uniform fee and any other items that are not directly related to the tuition.
Tuition fee	Fees that are directly related to the provision of a course that the provider is providing or offering to provide to the student.
Weekly tuition fee	In this policy, the weekly tuition fee for VET courses is calculated as follows: [Total tuition fees for the course/number of calendar days in the course] x 7 7 days is calculated as your day of commencement + 6 The weekly tuition fee for ELICOS courses is as per a student's letter of offer.
Default period	Calculated from the default day until the end of the period to which payment relates, the default day is not included in the count. To calculate the weeks divide the default period by 7.
Enrolment Fee	The administration fee charged to all applicants to assess their application to enroll with WAIFS. The enrolment fee is non-refundable
Course fee	The total amount required to undertake the course = tuition fee + non-tuition fee

4. Students to provide Decision Record to WAIFS

Students who have taken enrolment at WAIFS agree to provide their visa refusal and Decision record to WAIFS. If an application for a student visa is refused, Department of Home Affairs (DoHA) will issue a letter confirming that the student visa application has been refused. The letter will include a decision record outlining in more detail the reason for the visa refusal.

A copy of the visa decision record must be sent to WAIFS as proof of visa refusal and in order for the student to apply for a refund in accordance with the Table of Refunds and Cancellation Fees under the category "Visa Application is not successful".

5. Submitting a Request for a refund

Students may request to 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 Students should complete an Enrolment Variation Form (EVF) and supply supporting documents as required to prove the reason for the request. Requests must be signed by the student (or parent/guardian for students under 18).

All requests for refund of any monies must be made in writing to admissions@waifs.wa.edu.au on the Refund Request Form and signed by the student (or parent/guardian for students under 18).

EVF's and Refund request forms are available at <http://www.waifs.wa.edu.au/forms/>, from reception or on the Student Portal (currently MYWISENET).

A record of the decision in relation to the enrolment cancellation and 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.

6. How long does a refund payment take?

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 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.

7. How is payment made?

Refunds will be paid in Australian dollars into an Australian bank account 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.



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Where a student (or parent/guardian if the student is under 18) requests the refund be paid to an overseas bank account, WAIFS will pay the transfer in Australian Dollars unless requested to pay the transfer in another currency.

WAIFS will only pay refunds into an overseas bank account under the following conditions:

- (i) Where bank fees will be incurred in relation to the transfer of the refund, the bank fees will not be paid by WAIFS. WAIFS will pay a refund net of any bank fees charged in Australia. The student (or parent/guardian if the student is under 18) will also be required to bear the cost of any charges levied by financial institutions outside Australia.
- (ii) WAIFS will not be held liable for any movement in the exchange rate and for the final amount of money received by the student (or parent/guardian if the student is under 18) on conversion from Australian Dollars.

Where the refund request form asks WAIFS to pay the refund to another person, WAIFS will only do this where the signature on the Refund payment request form matches:

- (i) The signature on at least one other enrolment-related document provided by the student to WAIFS during their enrolment, OR
- (ii) The passport of the student (or parent/guardian if the student is under 18), AND (iii) or (iv) apply
- (iii) The student (or parent/guardian if the student is under 18) has emailed the refund request form from the email address registered with WAIFS as their email address
- (iv) The student (or parent/guardian if the student is under 18) handed in the refund request form at WAIFS' reception and a WAIFS employee (in the administration/accounts/marketing department) has counter-signed the form as genuine and put their name on it.

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.

8. Can a student request a compelling/compassionate waiver of cancellation fees?

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. *Exceptional, compassionate or compelling circumstances are circumstances that were unexpected and beyond the control of the student. These circumstances have affected the student's life in such a significant way that the student should not reasonably be expected to pay cancellation fees. Note: An international student losing their job would not meet this requirement. To obtain an international student visa, a student (or parent/guardian if the student is under 18) states that they have adequate financial resources for the duration of the student visa in Australia.*

9. Cancellation Fees – Clarification for students on payment plans and/or behind with their fees and/or who deferred their course before withdrawing from WAIFS

When the ESOS Act and National Code provided guidelines on refunds for registered training organisations, the assumption was that students 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 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.
- Credit Transfer units will be taken into consideration on a case by case basis when calculating cancellation fees.
- If you are on a payment plan and have not yet paid all of your fees, fees become payable immediately up to



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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).

10. Refunds and Provider Default

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

- (i) 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

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

WAIFS has met the tuition assurance requirements of the ESOS Act 2000 through its current membership of the TPS. 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.

11. Tuition Assurance Scheme

For more information on WAIFS's tuition assurance arrangements please refer to the Tuition Assurance Policy (International Students) <http://waifs.wa.edu.au/policies-procedures/>



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12. Table of Refund and Cancellation Fees for VET Courses

Reason for Refund/Cancellation Fee	Notification Period	Cancellation Fee	Refund
If WAIFS 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.	
If incorrect or incomplete information is supplied by the applicant and WAIFS withdraws the offer	Before semester/course starts	5% of total course fee or \$500 whichever is less	Full refund less 5% of course fee or \$500 whichever is less
Student Visa Application is not successful Student must provide a copy of DoHA student visa decision to admissions@waifs.wa.edu.au	Before semester/course starts	5% of total course fee or \$500 whichever is less	Full refund less 5% of course fee or \$500 whichever is less
	After semester/course starts	AUD\$250 withdrawal administration fee PLUS Pro-rata tuition fee charge for days up to and including the default PLUS cost of Uniforms ordered (even if not issued to student) PLUS costs of materials (books etc.) issued to student. WAIFS does not accept return of books or uniforms.	Pro-Rata tuition fee based upon the number of weeks within the default period LESS AUD\$250 and less the cost of uniform and course materials
Student Default Student withdraws from course Or Student's visa is revoked for breach of visa conditions Or Student is cancelled with WAIFS for a breach of any policy, procedure or guideline	More than 10 weeks before semester/course starts*	AUD\$250	Full refund of semester tuition and non-tuition fee
	4-10 weeks before semester/course starts*	30% of semester tuition fee PLUS AUD\$250 withdrawal administration fee	70% of semester tuition fee PLUS the non-tuition fee LESS AUD\$250
	Less than 4 weeks before Semester/course starts*	60% of semester tuition fee plus AUD\$250 withdrawal administration fee PLUS costs of semester material fee (even if not issued to student)	40% of semester tuition fees PLUS cost of Uniform LESS AUD\$250 LESS semester course materials
	Weeks 1-4 of semester/course*	70% of semester tuition fee plus AUD\$250 withdrawal administration fee PLUS cost of Uniforms ordered (even if not issued to student) PLUS costs of semester materials (even if not issued to student)	30% of semester tuition fees LESS AUD\$250 and LESS the cost of uniform and semester course materials
	After Week 4 of semester/course*	100% of semester tuition fee plus AUD\$250 withdrawal administration fee PLUS cost of Uniforms ordered (even if not issued to student) PLUS costs of semester materials (even if not issued to student)	No Refund

*Note: A student who has paid fees for more than two semesters in advance and withdraws during a semester and more than four weeks before the commencement of the following semester, would receive no refund of fees for the current semester, at least 70% refund of the following.



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13. Table of Refund and Cancellation Fees for ELICOS Courses

Reason for Refund/Cancellation Fee	Notification Period	Cancellation Fee	Refund
If WAIFS 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.	
If incorrect or incomplete information is supplied by the applicant and WAIFS withdraws the offer	Before semester/course starts	5% of total course fee or \$500 whichever is less	Full refund less 5% of course fee or \$500 whichever is less
Student Visa Application is not successful Student must provide a copy of DoHA student visa decision to admissions@waifs.wa.edu.au	Before semester/course starts	5% of total course fee or \$500 whichever is less	Full refund less 5% of course fee or \$500 whichever is less
	After semester/course starts	AUD\$250 withdrawal administration fee PLUS Pro-rata tuition fee charge for days up to and including the default PLUS costs of materials (books etc.) issued to student. WAIFS does not accept return of books	Pro-Rata tuition fee based upon the number of weeks within the default period LESS AUD\$250 and less the cost of course materials
Student Default Student withdraws from course Or Student's visa is revoked for breach of visa conditions Or Student is cancelled with WAIFS for a breach of any policy, procedure or guideline	More than 10 weeks before ELICOS Course Commencement	AUD\$250	Full refund of semester tuition and non-tuition fee LESS AUD\$250
	4-10 weeks before ELICOS course commencement	30% of semester tuition fee for ELICOS courses* PLUS AUD\$250 withdrawal administration fee	70% of semester tuition fee PLUS semester course materials LESS AUD\$250
	Less than 4 weeks before ELICOS Course Commencement	60% of semester tuition fee for ELICOS courses* PLUS AUD\$250 withdrawal administration fee PLUS costs of semester material fee (even if not issued to student)	40% of semester tuition fees LESS semester course materials LESS AUD\$250
	After ELICOS Course Commencement	Full course fees for the following 16 weeks course fees from the default date (ELICOS only) *	Refund of tuition fees paid LESS the following 16 weeks course fees from the default date (ELICOS only) *

*If withdrawal falls less than 10 weeks prior to any future enrolments in VET courses then please refer to the VET Refund and Cancellation Policy for additional fees that will be due for the VET course/s