

Carrick Higher Education - Terms and Conditions

1. Student obligations

You agree that:

- 1.1 you have read, understood and consented to the Institute's Fees and Charges Policy, Deferral, Suspension and Cancellation Policy, Refund Policy, Advanced Standing and Credit Transfer Policy, Grievance Handling & Resolution Policy & Procedure, International Student Satisfactory Academic Performance Monitoring Policy and located on the Institute's website
<http://carrickeducation.edu.au/policies>
- 1.2 you have read and understood the information in relation to the Course content and duration, qualification being offered by the Institute and if applicable, modes of study and assessment methods
- 1.3 you will notify the Institute of any change to your current address details within seven (7) days and that you will notify the Institute of any other change to your details as soon as practicable
- 1.4 the information contained on page one of the Student Enrolment Agreement and all supporting documentation is true and correct
- 1.5 you will maintain adequate health cover for yourself and any members of your family who are with you during your stay in Australia.

2. Fees

You agree that:

- 2.1 you will pay the Institute the Course Fee and/or the Payment Plan as detailed in the Student Enrolment Agreement. Payments not paid in accordance with the agreed Payment Plan or by the agreed due date will incur a late fee of \$75 per week. In addition Carrick reserves the right to take any action it deems necessary if you do not pay your fees as agreed in the Student Enrolment Agreement.
- 2.2 all fees paid by credit card will incur an additional fee of 2.0%
- 2.3 fees will only be refunded in accordance with the Institutes Refund Policy located on page 4 of this Student Enrolment Agreement
- 2.4 the Course Fees only cover enrolment and tuition fees. All other charges such as text books and equipment are additional to the Course Fee. You will need to ensure that you have sufficient funds to pay for these additional items that will be charged.
- 2.5 you will pay an enrolment fee of A\$250 when you lodge your Student Enrolment Agreement and that enrolment fee is non-refundable

3. Suspension, Cancellation and Abandonment of Course

- 3.1 The Institute reserves the right to cancel or suspend a course. In the event that the Course is cancelled or suspended, the Institute will provide a refund of fees within fourteen (14) days.
- 3.2 Information in relation to whether you can suspend or cancel the Course is contained within the Institute's Deferral, Suspension and Cancellation Policy located on carrickeducation.edu.au. Where permission to suspend or cancel the Course is granted by the Institute, the Department of Immigration and Citizenship will be notified.
- 3.3 The Institute will refund fees for the suspension, cancellation or abandonment of a course by a student in accordance with its Refund Policy. You should ensure that you have read and understood the Refund Policy and its application in the event that you suspend, cancel or abandon the Course. The Refund Policy is located on page 4 of this Student Enrolment Agreement.
- 3.4 In the event that you fail to commence the Course or withdraw before the Course is completed (ie abandon the Course) the Department of Immigration and Citizenship will be notified.
- 3.5 In the event that you do not commence the Course due to the refusal of your student visa by the Department of Immigration and Citizenship, the Institute will provide a full refund of fees within twenty-eight (28) days.

4. Advanced Standing and Credit Transfer

You may apply for advanced standing or credit transfer in accordance with the Institute's Advanced Standing and Credit Transfer Policy located on carrickeducation.edu.au.

5. Personal Information

- 5.1 Information is collected on the Student Enrolment Agreement and during your enrolment in order to meet the Institute's obligations under the ESOS Act and the National Code; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the ESOS Act and the National Code. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

- 5.2 You agree that the Institute may disclose information in relation to your enrolment status, visa status, including any possible breach of visa conditions along with copies of your course progress and results to your parent/s, legal guardian, welfare carer and/or agent.

- 5.3 You consent to the Department of Immigration and Citizenship providing the Institute with any information it may require in relation to your visa status from the date of application to the time of your departure from Australia.

6. Grievance Handling & Resolution Policy & Procedure

The Institute has a Grievance Handling & Resolution Policy and Procedure which provides for prompt resolution of student grievances. In the event of a dispute you and the Institute agree that you will use the Grievance Handling & Resolution Policy & Procedure to resolve the dispute as soon as practicable.

7. Consumer Protection Laws

This Student Enrolment Agreement, and the availability of Grievance Handling & Resolution Policy and Procedure, does not remove the right of the student to take action under Australia's consumer protection laws.

8. Liability

The Institute shall not be liable for any personal injury or death to you or loss of or damage to your property arising out of or in any way connected with the enrolment in and the completion of the Course or any other arrangement organised by the Institute on your behalf, whether or not by reason of any wilful or negligent act or omission or breach of contract by the Institute, its officers, representatives, employees or agents.

9. Binding Agreement

You and the Institute agree to be bound by the provisions of this Student Enrolment Agreement and the policies referred to in this Student Enrolment Agreement. You can locate the Institute policies at carrickeducation.edu.au.

10. Agent Communication (Only applicable to students with agents)

The Institute reserves the right to notify your agent in the event that you do breach this Student Enrolment Agreement, not attend your classes, cancel or abandon your Course. By signing this Student Enrolment Agreement you acknowledge that the Institute may contact your agent under the circumstances set out in this clause.

11. Governing Law and Jurisdiction

This Student Enrolment Agreement is governed by and is to be construed in accordance with the laws of the State in which you are enrolled. You and the Institute irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of that State and Courts entitled to hear appeals from those Courts.

12. Student Enrolment Agreement

The Student Enrolment Agreement contains or incorporates page one of this document, this agreement and the Refund Policy and is the entire understanding between the parties.

13. Variation of Agreement

- 13.1 Subject to clause 13.2, this Student Enrolment Agreement may only be varied in writing, signed by both parties.

- 13.2 The Institute may add to, amend or revoke the Institute's Policies and Procedures, including the Institute's Refund Policy from time to time by publishing them on MyCarrick. Any new or amended policy or procedure takes effect from the date specified in the policy or procedure or, if no date is specified, the date after it was published on MyCarrick. The Institute's Policies and Procedures are located on carrickeducation.edu.au.

Carrick Higher Education - Terms and Conditions

REFUND POLICY

1.0 Scope

Carrick Higher Education (the Institute)'s Refund Policy observes the principles outlined in the Education Services for Overseas Students Act 2000 (ESOS Act) and The National Code 2007 and applies to all new and re-enrolling students unless otherwise stated.

2.0 Definitions

Direct International Student - a student granted an initial visa to attend and study at the Institute.

Institute Default occurs when:

- the course does not begin on the agreed commencement date; or
- the course ceases to be provided at any time after it commences but before it is completed; or
- the course is not provided in full to a Student because a sanction has been imposed on the Institute.

International Student – a student who is a Direct International Student or a Local International Student.

Local International Student - a student granted an initial visa to attend another Australian educational institution and wants to extend or change the conditions to that visa by enrolling at the Institute.

Local Student – a student who is an Australian Citizen and/or permanent resident enrolled at the Institute.

Packaged Course – where a student is enrolled in a package of courses at the Institute

Student – a student enrolled at the Institute who is a Local Student, Local International Student or Direct International Student.

Student Default occurs when the Institute refuses to provide or continue providing a course to a Student due to:

- a Student not commencing a course on the agreed start date;
- a Student canceling their enrolment in a course (this includes an abandonment of the course before its completion);
- a Student failing to pay an amount he or she was liable to pay to the provider, directly or indirectly, in order to undertake a course;
- a Student breaching a condition of his or her student visa; or
- misbehavior by a Student.

3.0 Refund – all Students (excluding Students who are eligible to take the FEE-HELP option)

3.1 Institute Default

If there is an Institute Default, the Student can choose to accept either:

- a refund of the course fees, which will be issued to the Student within 14 Days; or
- to be placed in an alternative course with the Institute or another provider. If the Student chooses placement in an alternative course, the Student must sign a document to indicate their agreement to the placement.

If the Institute is unable to provide a refund or place the Student in an alternative course the Tuition Assurance Scheme will be responsible in placing the Student in a suitable alternative course at no extra cost.

If the Student is an International Student and the Tuition Assurance Scheme is unable to place the International Student in a suitable alternative course, the ESOS Assurance Fund Manager will then attempt to place them in a suitable alternative course or, if this is not possible, the International Student will be eligible for a refund as calculated by the Fund Manager.

3.2 Student Default

3.2.1 Before the commencement date

If a Student cancels their enrolment before the commencement date of a course and requests a refund:

- 10 weeks or more prior to the course commencement - a refund of 90% of monies paid for tuition fees will be issued to the student;
- 5 weeks up to 9 full weeks prior to the course commencement - a refund of 70% of monies paid for tuition fees will be issued to the student;
- 4 full weeks or less prior to course commencement - no refund will be issued.

The written request must be in the Institute approved form. The refund will be processed within 28 days of the written request being received.

If a Student is able to demonstrate that matters beyond their control have resulted in the request for a refund of a portion of tuition fees that have been paid in advance, that Student may be eligible for a refund.

No refund will be issued to any Student who deferred their enrolment.

3.2.2 After the commencement date

If there is a Student Default, after the agreed start date of a course no refund will be issued to the Student. This includes all monies paid or scheduled to be paid to the Institute for airport pick-up, accommodation booking and board.

In accordance with the Student Enrolment Agreement, the Institute reserves the right to invoice the student the portion of fees owed by the student for services received from the Institute.

If a Student is able to demonstrate that matters beyond their control have resulted in the request for a refund of a portion of tuition fees that have been paid in advance, that Student may be eligible for a refund.

3.3 Packaged course offers

3.3.1 Students enrolled in a package of courses seeking a refund after completing their English language course (or any other course other than their principal course of study), but prior to completing six months of their principal course will be considered to have defaulted after the commencement date and will be dealt with in accordance with clause 3.2.2 above

3.3.2 Where a Carrick Higher Education course is offered as part of a package of courses a deposit to hold a place for the student is required to be paid. This deposit is not refundable except under the conditions of Institute Default in accordance with section 3.1.

3.3.3 Where a Student enrolled in a Package of Courses is eligible for a refund, the refund amount will be calculated based on each individual course Fee.

4.0 Additional information for International Students

4.1 Visa Refusal

4.1.1 Direct International Student

If the initial visa is not granted, a refund of course fees received by the Institute less the AUD\$250 enrolment fee will be issued to the Direct International Student within 28 days of the written request.

The written request must be in the Institute approved form (see Point 7.0 below) with proof of visa refusal attached. Without proof of refusal from the Australian Government a refund will not be granted.

4.1.2 Local International Student

If the extension to visa is not granted, a refund of course fees received by the Institute will be issued to the Local International Student less the following:

- AUD\$250 enrolment fee
- Portion of fees received from the student for services received from the Institute
- Prescribed amounts relating to expenses that Carrick incurred on behalf of the student for the course, before the commencement date, within 28 days of the written request.

The written request must be in the Institute approved form with proof of visa refusal attached. Without proof of refusal from the Australian Government a refund will not be granted.

5.0 Additional Information for Local VTAC Students (Victoria only)

A Student who accepts a VTAC First Round Offer from the Institute but subsequently accepts a Round 2 or Round 3 offer from another education provider is entitled to a full refund less an administration fee of \$250.

To obtain the refund, the Student must produce a copy of the VTAC Offer Letter and Confirmation of Enrolment from the subsequent education provider.

6.0 Additional Information for Students who are eligible to take the FEE-HELP option

6.1 A census date that is no earlier than 20% of the way through a trimester will be set by Carrick Higher Education. Carrick Higher Education will ensure that all students are informed of the census date for each trimester on the website.

6.2 In the event of a student withdrawing from a unit of study prior to the census date for that trimester, the student will not incur a FEE-HELP debt.

6.3 In the event of a student withdrawing from a unit of study after the census date the student will incur a FEE-HELP debt.

6.4 A student who withdraws after the census date for a unit of study may apply for special consideration in line with the CHEAP 62 Re-crediting a FEE-HELP Balance.

7.0 Applying for a Refund (excluding Students who are eligible to take the FEE-HELP option)

7.1 To apply for a refund the Student must complete the CHESMF 20 Refund Application Form. The Student must submit the Form to the:

- Admissions Department for refunds prior to arrival/commencement; or
- Student Services Department for refunds after commencement.

7.2 Students will be notified of the outcome of their refund application in writing by means of the Refund Application Outcome Letter within 10 working days of the receipt of the CHESMF 20 Refund Application Form

7.3 If a Student is dissatisfied with the Institute's decision in relation to their refund request a Student may lodge an appeal under the Institute's Grievance Handling & Resolution Policy & Procedure.

8.0 Publication

This refund policy will be made available to students and prospective students by publication on the Institute's website (<http://carrickeducation.edu.au/>).

The Institute's pre enrolment information will also include details of this refund policy.

This Policy and the availability of the Institute's Grievance Handling & Resolution Policy & Procedure, does not remove the right for a Student to take further action under Australia's Consumer Protection Laws.

Vocational Education - Terms and Conditions

1 Student obligations

You agree that:

- 1.1 you have read, understood and consented to the Institute's Fees and Charges Policy, Deferral, Suspension and Cancellation Policy, Refund Policy, Credit Transfer/Recognition of Prior Learning Policy, Complaints and Appeals Policy, Academic Course Progress and Attendance Policy for English Language Students located on the Institute's website <http://carrickeducation.edu.au/policies>.
- 1.2 you have read and understood the information in relation to the Course content and duration, qualification being offered by the Institute and if applicable, modes of study and assessment methods.
- 1.3 you will notify the Institute of any change to your current address details within seven (7) days and that you will notify the Institute of any other change to your details as soon as practicable.
- 1.4 the information contained on page one of the Student Enrolment Agreement and all supporting documentation is true and correct.
- 1.5 if you are enrolled in an English for Vocational Education course to meet the entry requirements for your vocational program you have to successfully complete and meet the course requirements of the relevant English for Vocational Education course before commencement in the Vocational Course specified in the Student Enrolment Agreement. You can check the entry requirements for your chosen vocational course on the Institute's website.
- 1.6 you will maintain adequate health cover for yourself and any members of your family who are with you during your stay in Australia.

2 Fees

You agree that:

- 2.1 you will pay the Institute the Course Fee and/or the Payment Plan as detailed in the Student Enrolment Agreement. Payments not paid in accordance with the agreed Payment Plan or by the agreed due date will incur a late fee of \$75 per week. In addition Carrick reserves the right to take any action it deems necessary if you do not pay your fees as agreed in the Student Enrolment Agreement.
- 2.2 all fees paid by credit card will incur an additional fee of 2.0%.
- 2.3 if you change your course, you will be required to pay a Change of Course Fee of \$100.
- 2.4 fees will only be refunded in accordance with the Institutes Refund Policy located on page 4 of this Student Enrolment Agreement.
- 2.5 the Course Fees only cover enrolment and tuition fees (English language and Vocational). All other charges such as text books and equipment are additional to the Course Fee. You will need to ensure that you have sufficient funds to pay for these additional items that will be charged.
- 2.6 you will pay an enrolment fee of A\$200 when you lodge your Student Enrolment Agreement and that enrolment fee is non-refundable.

3 Suspension, Cancellation and Abandonment of Course

- 3.1 The Institute reserves the right to cancel or suspend a course. In the event that the Course is cancelled or suspended, the Institute will provide a refund of fees within fourteen (14) days.
- 3.2 Information in relation to whether you can suspend or cancel the Course is contained within the Institute's Deferral, Suspension and Cancellation Policy located on carrickeducation.edu.au. Where permission to suspend or cancel the Course is granted by the Institute, the Department of Immigration and Citizenship will be notified.
- 3.3 The Institute will refund fees for the suspension, cancellation or abandonment of a course in accordance with its Refund Policy. You should ensure that you have read and understood the Refund Policy and its application in the event that you suspend, cancel or abandon the Course. The Refund Policy is located on page 4 of this Student Enrolment Agreement.
- 3.4 In the event that you fail to commence the Course or withdraw before the Course is completed (ie abandon the Course) the Department of Immigration and Citizenship will be notified.
- 3.5 In the event that you do not commence the Course due to the refusal of your student visa by the Department of Immigration and Citizenship, the Institute will provide a full refund of fees within twenty-eight (28) days.

4 Credit transfer/Recognition of Prior Learning

You may apply for credit transfer or recognition of prior learning in accordance with the Institute's Credit Transfer/Recognition of Prior Learning Policy located on carrickeducation.edu.au.

5 Personal Information

- 5.1 Information is collected on the Student Enrolment Agreement and during your enrolment in order to meet the Institute's obligations under the ESOS Act and the National Code; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the ESOS Act and the National Code. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.
- 5.2 You agree that the Institute may disclose information in relation to your enrolment status, visa status, including any possible breach of visa conditions along with copies of your course progress and results to your parent/s, legal guardian, welfare carer and/or agent.
- 5.3 You consent to the Department of Immigration and Citizenship providing the Institute with any information it may require in relation to your visa status from the date of application to the time of your departure from Australia.

6 Complaints and Appeals processes

- 6.1 The Institute has a Complaints and Appeals Policy which provides for prompt resolution of student complaints. This Policy is located on carrickeducation.edu.au.
- 6.2 In the event of a dispute you and the Institute agree that you will use the Complaints and Appeals process to resolve the dispute as soon as practicable.

7 Consumer Protection Laws

This Student Enrolment Agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

8 Liability

The Institute shall not be liable for any personal injury or death to you or loss of or damage to your property arising out of or in any way connected with the enrolment in and the completion of the Course or any other arrangement organised by the Institute on your behalf, whether or not by reason of any wilful or negligent act or omission or breach of contract by the Institute, its officers, representatives, employees or agents.

9 Binding Agreement

You and the Institute agree to be bound by the provisions of this Student Enrolment Agreement and the policies referred to in this Student Enrolment Agreement. You can locate the Institute policies at carrickeducation.edu.au.

10. Agent Communication (Only applicable to students with agents)

The Institute reserves the right to notify your agent in the event that you do breach this Student Enrolment Agreement, not attend your classes, cancel or abandon your Course. By signing this Student Enrolment Agreement you acknowledge that the Institute may contact your agent under the circumstances set out in this clause.

11 Governing Law and Jurisdiction

This Student Enrolment Agreement is governed by and is to be construed in accordance with the laws of the State in which you are enrolled. You and the Institute irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of that State and Courts entitled to hear appeals from those Courts.

12 Student Enrolment Agreement

This Student Enrolment Agreement contains or incorporates page one of this document, this agreement and the Refund Policy and is the entire understanding between the parties.

13 Variation of Agreement

- 13.1 Subject to clause 13.2, this Student Enrolment Agreement may only be varied in writing, signed by both parties.
- 13.2 The Institute may add to, amend or revoke the Institute's Policies and Procedures, including the Institute's Refund Policy from time to time by publishing them on MyCarrick. Any new or amended policy or procedure takes effect from the date specified in the policy or procedure or, if no date is specified, the date after it was published on MyCarrick. The Institute's Policies and Procedures are located on carrickeducation.edu.au.

Vocational Education - Terms and Conditions

REFUND POLICY

1.0 Scope

Carrick Institute of Education's (Institute) Refund Policy observes the principles outlined in the Education Services for Overseas Students Act 2000 (ESOS Act) and The National Code 2007 and applies to all new and re-enrolling students unless otherwise stated.

2.0 Definitions

Direct international student – a student granted an initial visa to attend and study at the Institute.

Institute Default occurs when:

- the course does not begin on the agreed commencement date; or
- the course ceases to be provided at any time after it commences but before it is completed; or
- the course is not provided in full to a Student because a sanction has been imposed on the Institute.

International student – a student who is a Direct International Student or a Local International Student.

Local International Student – a student granted an initial visa to attend another Australian educational institution and wants to extend or change the conditions to that visa by enrolling at the Institute.

Local Student – a student who is an Australian Citizen and/or permanent resident enrolled at the Institute.

Package of Courses – where a Student is enrolled in a package of courses at the Institute.

Student – a student enrolled at the Institute who is a Local Student, Local International Student or Direct International Student.

Student Default occurs when the Institute refuses to provide or continue providing a course to a Student due to:

- a Student not commencing the course on the agreed start date;
- a Student canceling their enrolment in the course (this includes an abandonment of the course before its completion);
- a Student failing to pay an amount he or she was liable to pay to the provider, directly or indirectly, in order to undertake the course;
- a Student breaching a condition of his or her student visa; or
- misbehavior by a Student.

3.0 Refund – all Students

(excluding Students who are eligible to take the VET FEE-HELP option)

3.1 Institute Default

If there is an Institute Default, the Student can choose to accept either:

- a refund of all course fees, which will be issued to the Student within 14 Days; or
- to be placed in an alternative course with the Institute or another provider. If the Student chooses placement in an alternative course, the Student must sign a document to indicate their agreement to the placement.

If the Institute is unable to provide a refund or place the Student in an alternative course the Tuition Assurance Scheme will be responsible in placing the Student in a suitable alternative course at no extra cost.

If the Student is an International Student and the Tuition Assurance Scheme is unable to place the International Student in a suitable alternative course, the ESOS Assurance Fund Manager will then attempt to place them in a suitable alternative course or, if this is not possible, the International Student will be eligible for a refund as calculated by the Fund Manager.

3.2 Student Default

3.2.1 Before the commencement date

If a Student cancels their enrolment before the commencement date and requests a refund:

- 10 weeks or more prior to the course commencement - a refund of 90% of monies paid for tuition fees will be issued to the student;
- 5 weeks up to 9 full weeks prior to the course commencement - a refund of 70% of monies paid for tuition fees will be issued to the student;
- 4 full weeks or less prior to course commencement - no refund will be issued.

The written request must be in the Institute approved form. The refund will be processed within 28 days of the written request being received.

If a Student is able to demonstrate that matters beyond their control have resulted in the request for a refund of a portion of tuition fees that have been paid in advance, that Student may be eligible for a refund.

No refund will be issued to any Student who deferred their enrolment.

3.2.2 After the commencement date

If there is a Student Default, after the agreed start date of their course no refund will be issued to the Student. This includes all monies paid or scheduled to be paid to the Institute for airport pick-up, accommodation booking and board.

In accordance with the Student Enrolment Agreement, the Institute reserves the right to invoice the student the portion of fees owed by the student for services received from the Institute.

If a Student is able to demonstrate that matters beyond their control have resulted in the request for a refund of a portion of tuition fees that have been paid in advance, that Student may be eligible for a refund.

3.3 Packaged Course refunds

Students enrolled in a Package of Courses seeking a refund after completing their English language course (or any other course other than their principal course of study), but prior to completing six months of their principal course will be considered to have defaulted after the commencement date and will be dealt with in accordance with clause 3.2.2 above.

3.3.1 Where a Student enrolled in a Package of Courses is eligible for a refund, the refund amount will be calculated based on each individual course Fee.

4.0 Additional information for International Students

4.1 Visa Refusal

4.1.1 Direct International Student

If the initial visa is not granted, a refund of course fees received by the Institute less the AUD\$200 enrolment fee will be issued to the Direct International Student within 28 days of the written request.

The written request must be in the Institute approved form (see Point 7.0 below) with proof of visa refusal attached. Without proof of refusal from the Australian Government a refund will not be granted.

4.1.2 Local International Student

If the extension to visa is not granted, a refund of course fees received by the Institute will be issued to the Local International Student less the following:

- AUD\$200 enrolment fee
- Portion of fees received from the student for services received from the Institute
- Prescribed amounts relating to expenses that Carrick incurred on behalf of the student for the course, before the commencement date, within 28 days of the written request.

The written request must be in the Institute approved form with proof of visa refusal attached. Without proof of refusal from the Australian Government a refund will not be granted.

5.0 Additional Information for Local VTAC Students (Victoria only)

A Student who accepts a VTAC First Round Offer from the Institute but subsequently accepts a Round 2 or Round 3 offer from another education provider is entitled to a full refund less an administration fee of \$200.

To obtain the refund, the Student must produce a copy of the VTAC Offer Letter and Confirmation of Enrolment from the subsequent education provider.

6.0 Additional Information for Students who are eligible to take the VET FEE-HELP option

- A census date that is no earlier than 20% of the way through a unit of study will be set by the Institute for each VET unit of study. The Institute will ensure that all students are informed of the census date for each VET unit of study.
- In the event of a student withdrawing from a VET unit of study prior to the census date for that unit of study:
 - 100% of tuition fees paid for that unit will be refunded to the student; and
 - the student will not incur a VET FEE-HELP debt.
- In the event of a student withdrawing from a VET unit of study after census date for that VET unit of study:
 - no refund is applicable; and/or
 - the student will incur a VET FEE-HELP debt.
- Refunds will be made within 28 days of the census date of the VET unit of study to which the withdrawal applies.
- A student who withdraws after the census date for a VET unit of study may apply for special consideration in line with the AP 62 Student Review Procedures for Re-crediting a VET FEE-HELP Balance.

7.0 Applying for a Refund (excluding Students who are eligible to take the VET FEE-HELP option)

- To apply for a refund the Student must complete the SMF 20 Refund Application Form and attach any evidence or documentation relevant to the refund application. The Student must submit the form to the:
 - Admissions Department for refunds prior to arrival/commencement; or
 - Student Services Department for refunds after commencement.
- Students will be notified of the outcome of their refund application in writing by means of the Refund Application Outcome Letter within 10 working days of the receipt of the SMF 20 Refund Application Form.
- If a Student is dissatisfied with the Institute's decision in relation to their refund request a Student may lodge an appeal under the Institute's Complaints and Appeals Procedure.

This Policy and the availability of the Institute's complaints and appeals processes, does not remove the right for a Student to take further action under Australia's Consumer Protection Laws.