

TUITION FEE REFUND

Policy & Procedure

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1. SCOPE

This policy occurs when the student does not commence or continue in the course through some action of the student.

The following JMC Terms and Conditions are in accordance with the Commonwealth of Australia *Higher Education Support Act (2015)* and subsequent amendments, and the VET Guidelines 2015.

Upon receiving a student's *Application for Deferral and Cancellation of Studies* form (available at Reception) this policy may be enacted on their behalf.

2. DEFINITIONS

All definitions are located in the *JMC Glossary*.

3. POLICY and PROCEDURE

Circumstances include, but are not limited to:

- i. The international student application for a visa is not granted, or
- ii. The student does not commence the course on the agreed start date, or
- iii. The student withdraws or cancels their enrolment in the course, or
- iv. The student fails to pay fees due to JMC in order to undertake or continue in the course, or
- v. The student breaches a condition of the student visa, or
- vi. The student's enrolment is cancelled by JMC due to serious misbehaviour by the student.

The amount of any refund is determined as follows:

CIRCUMSTANCE	OUTCOME
a. Student withdraws, defers, or cancels enrolment in unit of study on or before the census date.	The student will not incur a Vet Student Loan debt (VETSL debt) and any fees paid for the unit of study will be fully refunded.
b. Student withdraws, defers, or cancels enrolment in unit of study after the census date.	The student will incur a VET Student Loan debt (VETSL debt) and any fees paid for the unit of study will not be refunded.
c. JMC has temporarily suspended the enrolment of a student on the grounds of misbehaviour by the student.	Refunds will be calculated in accordance with the circumstances outlined in a) and b) above.

Refund Policy: Provider Default. This occurs in the unlikely event that:

- i. The course does not begin on the agreed commencement date and the student does not agree to an alternate date or course, or
- ii. The course ceases to be provided at any time after it commences but before it is completed, or
- iii. The course is not provided in full to the student because of a government directive or sanction imposed on JMC.

In the unlikely event of provider default, JMC will offer the student either:

- i. A refund of the unused portion of any pre-paid tuition fees, or
- ii. The option of an alternative place in another course.

In the unlikely event that JMC fails to meet these obligations, there are other mechanisms to protect students and their fees. Please refer to JMC's Student Handbook - Tuition Assurance available on JMC's website or upon request.

4. RELATED DOCUMENTS

All related JMC Fee Policies are located on the JMC website, www.JMC.edu.au

- 4.1 JMC Glossary
- 4.2 Fee Schedule
- 4.3 Domestic Students Application to Defer-Cancel Studies
- 4.4 International Students Application to Defer-Cancel Studies
- 4.5 Fees taken in advance Policy and Procedure (VET)
- 4.6 Late Fee Payments Policy (VET)
- 4.7 International Student Fee Refund Policy and Procedure (VET)
- 4.8 Tuition Fee Refund and Removal of VSL Debt Policy and Procedure (VET)
- 4.9 Tuition Fee Refund and Re-Accrediting VET STUDENT LOAN Debt - Special Consideration Policy and Procedure (VET)
- 4.10 Complaints and Appeals Policy and Procedure

5. RELEVANT LEGISLATION

5.1 Standards for Registered Training Organisations (RTOs) 2015

- Standard 5.3:

Where the RTO collects fees from the individual learner, either directly or through a third (3rd) party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;
- c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - i) arrangement is terminated early; or
 - ii) the RTO fails to provide the agreed services.

5.2 VET Student Loan (VSL) Legislation

5.3 VSL Act 2016

5.4 VET Student Loan rules 2016

5.5 ESOS Act 2000

6. POSITIONS RESPONSIBLE

- 6.1 Head of Student Services and Admin
- 6.2 Student Admissions
- 6.3 Administration
- 6.4 Campus Manager
- 6.5 Director of Finance and Operations
- 6.6 Chief Executive Officer

7. APPROVAL INFORMATION

Approval Authority	Quality Education and Risk Committee (QERC)
Health Check approval authority	JMC CEO
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3.0	QERC	02/02/2022	03/02/2022	New template	Current