

## Refund and Cancellation Policy

This Refund and Cancellation Policy applies to Student Visa Holders only and includes the following sections:

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### Refund and Cancellation Policy Overview

The Stanley College Refund and Cancellation Policy covers how REFUND and CANCELLATION Fees are calculated in the event of Student Default or Stanley College Default. The calculations are in accordance with federal legislation and regulations including the Education Services for Overseas Students (ESOS ) Act 2000 and the National Code.

### Refund for fees paid in advance

The calculation applied for fees paid in advance is listed in table 1.

### Cancellation fees

Where a course of study is cancelled before the agreed Completion Date, Stanley College will calculate the Cancellation Fee in accordance with table 1.

### Fees and Charges

Fees payable may include the following:

- **Application Fee:** The Application Fee is the fee charged to all applicants to review their application and supporting documentation to enrol in a course of study. ***The Application Fee is NON-REFUNDABLE.***
- **Tuition Fees:** Tuition Fees are the fees payable to Stanley College for undertaking a course. The Refund and Cancellation Policy specifications detailed below cover TUITION FEES only.
- **Materials Fee:** The Materials Fee covers materials and resources required to complete your course at Stanley College. *At Stanley College we are committed to ensure that we have a sustainable and ecofriendly training environment, therefore, wherever possible we provide our Training Materials in an electronic format, rather than as a printed resource.*
- **The Materials Fee is NON-REFUNDABLE if you cancel less than 4 weeks before Course Commencement.**
- **Administration Fee:** The fee charged to cover the administrative costs in reviewing and processing the necessary documentation in order for a student to obtain the necessary visa to study in Australia.

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***The Administration Fee is only charged in the event the Student Visa Application is refused, and is NON-REFUNDABLE.***

- **Accommodation Placement Fee (optional):** This fee is only payable if a student requests Stanley College to arrange for accommodation in Australia. ***The Accommodation Placement Fee is NON-REFUNDABLE, unless more than two (2) weeks' notice is provided to Stanley College.***
- **Accommodation Fee (optional):** This fee is only payable if a student requests Stanley College to arrange Homestay Accommodation, the fee is charged on a weekly basis. Please refer to our 2014 Homestay Fee for more information. ***The Accommodation Fee is NON-REFUNDABLE, unless more than two (2) weeks' notice is provided to Stanley College a \$50 cancellation fee will apply.***
- **Overseas Student Health Cover (OSHC):** This insurance is compulsory and must be maintained throughout your entire stay in Australia. Students can choose any approved Australian Overseas Student Health Cover provider. These fees are only payable to Stanley College for Students who choose Stanley College's recommended insurance provider. Please read the OSHC brochure and terms and conditions on Stanley College's website. The OSHC Fee included in this Offer Letter is based on OSHC Provider's scheduled fee, which are subject to change each Calendar Year. Any variances are payable by you the Student, on receipt of an invoice from the OSHC Provider.
- **Other Fees:** Any other fees are as specified in your agreement with Stanley College. Fees may change and students will be notified about changes of other fees. ***Other Fees are not refundable.***

#### **Definitions:**

- **Course:** Means the Course you are enrolled in as outlined in the signed Letter of Offer and Written Agreement.
- **Course Commencement Date:** Means the agreed starting date of a course, as stipulated in the signed Letter of Offer and Written Agreement.
- **Course Completion Date:** Means the agreed completion date of a course, as stipulated in the signed Letter of Offer and Written Agreement.
- **Study Period** means your Study Period is as outlined in your Offer Letter/Written Agreement with Stanley College.
  - **One Term** = 10 weeks study period + 3 weeks holidays = Total 13 weeks
  - **One Semester** = 20 weeks study period + 6 weeks holidays = Total 26 weeks
- **Course Duration** means the total duration of your course of study including holidays.

#### **General Information**

- All Refund Requests and *Cancellation Notifications* must be submitted using the **Course Variation Form and the Refund Application Form, both of which** are available at the Reception Desk or via the Stanley College website [www.stanleycollege.edu.au](http://www.stanleycollege.edu.au). VERBAL notifications to Stanley College staff or agents **ARE NOT VALID.**
- The date the written notice is received by Stanley College is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation fee.
- In case of a cancellation by the student or Stanley College, any outstanding fees to Stanley College become due within 7 (seven) days.

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- **Stanley College calculates Refunds and Cancellation fees based on a SEMESTER Fee (20 weeks study period plus 6 weeks holidays = 26 weeks). For courses shorter than a Semester, Refunds and Cancellation fees will be calculated on the Course Fees.**
- Any costs incurred by Stanley College to recuperate outstanding fees will be charged to the student
- Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- Stanley College will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- All amounts are in Australian Dollars (AUD).
- Where a refund is approved by the CEO, and is not due to the College defaulting, Stanley College will make payment of refund within 28 days of receipt of the application. The refund will be deposited into the **student's bank account only**, as nominated on the Refund Application Form.
- All refunds will be paid in Australian Dollars, where this is not possible refunds will be paid in United States dollars.
- No refunds will be paid to a third party (a person other than the student), unless directed by the student on the Refund Application Form.
- Refund and Cancellation applications WILL NOT be processed where the signature on the Course Variation and/or Refund Application Form **DOES NOT** match the student's signature as shown on other documents provided by the student for admission to Stanley College.
- Students will receive a clear Statement of Refunds explaining how the refund was calculated, where a cancellation fee has been applied, students will receive a Statement of Cancellation clearly outlined how our Cancellation Policy has been applied.
- This agreement, and the availability of the complaints and appeals processes, does not remove the right of the student to take further action under Australia's consumer protection laws.
- The Refund and Cancellation Fee Policy is subject to review from time to time.

<b>Reason for Refund/Cancellation</b>	<b>Notification Period</b>	<b>Refund</b>	<b>Cancellation Fee</b>
Application for visa is unsuccessful	Before Semester/Course Commences	Full refund less <b>cancellation administration fee</b> of \$250	\$250 cancellation administration fee
Application for visa is unsuccessful	After Semester/Course Commences	Full refund less <b>Cancellation Fee</b>	\$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis
<b>Student Default</b> Student with a student visa withdraws	More than 10 weeks before semester/course commences	Full refund less <b>cancellation fee</b>	10% of a semester fee
	More than 4 weeks and up to 10 weeks before	70% of a semester fee	30% of a semester fee

Or Student is cancelled for breach of College's rules or breach of student visa rules	semester/course commences		
	4 weeks or less before semester/course commences	40% of a semester fee	60% of a semester fee
	After semester/course commences	No Refund	100% of a semester fee

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% of the following semester's fees and a full refund of fees paid for any subsequent semester; less cancellation fees.

**Student Default** occurs when:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
  - the student breached a condition of his or her student visa;
  - breach of Stanley College Code of Conduct.

**Refunds after Stanley College Default**

In the unlikely event of Stanley College default, **within 14 days of the default**, Stanley College will:

- Either offer you an alternative place at Stanley College's expense, that is accepted by you in writing; or
- Refund you the unused portion of the prepaid fees.

If Stanley College is unable to provide a refund or place you in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: [www.tps.gov.au](http://www.tps.gov.au)), who will place you in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.