CANCELLATION AND REFUND POLICY AND PROCEDURE

1 POLICY PURPOSE
The purpose of this document is to ensure Study Group Australia Pty Limited (Registered Training Organisation: 5806, trading as Martin College, the Australian Institute of Applied Sciences, and ACPE Academy), and its Licensed Partner Organisations (all of the above from here-on collectively referred to as ‘the College’), inform students and potential students of the cancellation and refund policy and procedure.

2 SCOPE
This policy applies to all students enrolled within vocational education and training programmes offered by the College.

3 DEFINITIONS AND ABBREVIATIONS
Licensed Partner Organisations – any organisation that provides services on behalf of Study Group Australia Pty Limited, including training, assessment, related educational and support services, and/or any activities related to the recruitment of prospective learners. As the Registered Training Organisation, Study Group Australia Pty Limited (SGA) is responsible for ensuring all such services provided are in accordance with statutory obligations.

Responsible Officer - refers to the Head of College for each SGA trading division or to the Managing Director or General Manager of a Licensed Partner Organisation.

RTO - Registered Training Organisation

VET - Vocational Education and Training

4 APPLICATION PROCESS – ALL STUDENTS
The application process commences with the applicant submitting an Application for Admission. This is assessed by suitably trained staff to ascertain the applicant's eligibility for entry to the preferred course.

If the applicant satisfies the relevant entry criteria, an Offer of Admission is issued with an Acceptance of Offer and important supportive documentation, including a list of fees due and a link to the Cancellation and Refund Policy. The Acceptance of Offer must be signed by the applicant (or his/her parents/guardians if the applicant is under 18 years of age) and submitted to the College before the enrolment is finalised. The Acceptance of Offer then becomes the Contract of Enrolment ('The Contract').

5 CANCELLATION AND REFUND POLICY – LOCAL STUDENTS WITHIN VET FEE-HELP ELIGIBLE COURSES
If after commencing the course, a student chooses to cancel the Contract before completion of the qualification, he/she must provide written notification of that withdrawal. This notification must be made using the Request to Withdraw form available from the campus, or by writing to the Course Coordinator.

In the event of a student withdrawing from a VET unit of study on or before the census date for that unit of study:

i) 100% of tuition fees paid for that unit will be refunded to the student; and

ii) the student will not incur a VET FEE-HELP debt.
The College will refund within 4 weeks (28 days) of the receipt of written notice of withdrawal by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student for the relevant units of study.

In the event of a student withdrawing from a unit of study after census date for that unit of study:

i) no refund is applicable; and/or

ii) the student will incur a VET FEE-HELP debt.

A student who withdraws after the census date for a unit of study may apply for special consideration in line with the Student Review Procedures for Re-crediting a FEE-HELP Balance, located on the College’s websites.

6 CANCELLATION POLICY – LOCAL STUDENTS WITHIN NON VET FEE-HELP ELIGIBLE COURSES

If after commencing the course, a student chooses to cancel the Contract before completion of the qualification, he/she must provide written notification of that withdrawal. This notification must be made using the Request to Withdraw form available from the campus, or by writing to the Course Coordinator.

7 REFUND POLICY – LOCAL STUDENTS WITHIN NON VET FEE-HELP COURSES

i) All requests for refunds must be made in writing to the Course Coordinator.

ii) Enrolment fees are non-refundable.

iii) Where a student’s course of study is terminated for a serious breach of the College’s policies, rules and regulations, there will be no refund of any moneys paid. (Information on the College’s policies, rules and regulations is located on the College’s websites.)

iv) Where a student fails to meet the College’s attendance and/or academic progression rules and is not permitted by the College to maintain enrolment in his/her course, the student will be eligible for a refund of the tuition fees paid to date less the total cost of the tuition services provided before the date of exclusion from the College.

v) The College agrees to refund within 4 weeks (28 days) of the receipt of written notice of cancellation by the student (or parent or guardian if the student is under 18 years of age), tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and as detailed below.

a) If written notice is received 4 weeks or more before the start date of the course, then a non-refundable amount equivalent to 30% of the tuition fee of the course or first course within a package of courses shall be applicable.

b) If written notice is received less than 4 weeks before the start date of the course, then a non-refundable amount equivalent to 50% of the tuition fee of the course or first course within a package of courses shall be applicable.

c) If written notice is received on or after the start date of the course, there will be no refund of any monies paid in relation to that course unless the Responsible Officer deems that exceptional circumstances apply.

d) If the course is part of a package of courses, then any monies paid in relation to other courses within that package that have not yet been commenced will be refunded subject to Clauses a) or b) above.

e) In the event that the College is unable to deliver a course or its mandatory endorsed replacement in full, the student will be offered a refund of the tuition fees paid to date less the total cost for the tuition services provided before the default day. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by the College. He/she has the right to choose whether he/she would prefer a refund of unused tuition fees, or to accept a place in another course. If he/she chooses placement in another
course, the College will ask him/her to sign a document to indicate acceptance of the placement. If the College is unable to provide a refund or place the student in an alternative course our Tuition Assurance Scheme (TAS) provider will place him/her in a suitable alternative course.

f) The refund will be made payable to the original payee, unless that person gives written direction to the College to pay the refund to someone else. The claimant will be provided with a written statement that explains how the refund amount was calculated.

In the event of a dispute between an individual student and the College in relation to payment or refund of moneys, grievance procedures are in place to help resolve the dispute. Any queries relating to tuition fees and other charges payable to the College, or to refunds, will initially be dealt with by the campus bursar. If the student remains dissatisfied with the outcome, he/she may make a formal complaint. (Refer to the Student Non Academic Grievance Policy for further information.)

The Contract, and the availability of the complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

7.1 Time Limits

The College is unlikely to consider an application for a refund from a former student whose enrolment was finalised 6 months or more prior to the time of application.

8 RECORDS

A copy of all related documentation, including the brief written report in relation to the outcome, will be retained on the student’s file.

9 PUBLICATION

This policy will be made available to students and prospective students by publication on the College’s websites. It is also outlined in the Terms and Conditions of Enrolment.

9.1 Version Information

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