



Refund Policy

Purpose

This policy ensures that Unique International College (UIC) meets the AQTF and national code standards for Registered Training Organisations.

For delivering Quality Education to Overseas and Local students Unique International College has formulated this refund policy on the basis of directions given in Part 3 (obligations on registered providers) Division 2 (Refunds of course money) of ESOS Act 2000.

Scope

This policy relates to all students (local and international).

Policy

This policy applies to the refund of fees to international and domestic students. Applications for refunds that are not covered by any of the provisions of this policy will be determined on a case-by-case basis by the CEO.

In addition to refund policy, for the protection of students' fees paid in advance Unique International College is a member of the Tuition Assurance Scheme.

The refund amount is decided on the basis of the fact whether the student or the provider is at default.

The College will provide every student (who has been) refunded monies with a statement detailing how that amount was determined.

Students must pay fees in advance at all times. All payments are recorded in the college accounting system and receipts are issued. The college accounting records will ensure that students' payments are recorded within our accounting system in sufficient detail so that training progress can be monitored against fees paid. In general the refunds can be divided into two main categories, under which Unique International College will provide refunds to its students; these are "**Provider (Unique International College) default**" and "**Student (you) default**".

Application fee, accommodation and airport pickup charges are not refundable under any circumstances, except in the case of provider default. The refund will only be paid to the applicant (student) through cheque or electronic transfer (the College will decide the method of payment) in Australian Dollars.

1. Provider (Unique International College) default:

Government Legislation requires "Course Money" which includes tuition fees and enrolment fees, to be refunded in full if:

- The college is unable to start the course on the agreed starting date.
- The course stops being provided after it starts and before it is completed.
- The course is not provided fully to the student because Unique International College (UIC) has a sanction imposed by a government regulator.

Please note application fee may be retained by Unique International College.



In the unlikely event that Unique International College is unable to deliver the course in full, the student will be offered a refund of all the course fees the student has paid to date. The refund will be paid to the student within 2 weeks of the default date. Alternatively, the student may be offered Enrolment in an alternative course at Unique International College at no extra cost to the student than the total cost as given in the student's offer letter. The student has the right to choose whether to take a full refund of course fees or to accept a place in another course. If the student chooses placement in another course, Unique International College will ask the student to sign a document to indicate acceptance of the placement.

If Unique International College is unable to provide a refund or place the student in an alternative course the College's Overseas Students Tuition Assurance Scheme (OSTAS), administered by Australian Council for Private Education and Training (ACPET), will place the student in a suitable alternative course at no extra cost to the student.

Finally, if ACPET cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place the student in a suitable alternative course or, if this is not possible, the student will be eligible for a refund as calculated by the Fund Manager.

2. Refunds provided when student/participant (you) at Default:

NOTE: All applications for refund must be made in writing on an *Application for Refund* form (available from the UIC Reception area) and submitted to the Student Administration by Registered mail, Courier or personal delivery as soon as practicable. Prospective students who are overseas should contact **Student Administration to get an "application for refund" from.**

2.1 Refund TABLE

Situation refund applied for	Description of refund
1.) Visa refused (Prospective overseas students only)	Full refund
2.) Student is unable to meet the conditions of enrolment prior to commencement and not permitted to enrol by the college.	85% refund* of the total course fee
3.) College withdraws an offer a place because the offer was made on the basis of incorrect, misleading or incomplete information or fraudulent documents being supplied by student.	50% refund* of the total course fee
4.) Student withdraws at least 10 weeks prior to agreed start date.	85% refund* of the total course fee
5.) Student withdraws at least 7 weeks prior to agreed start date.	80% refund* of the total course fee
6.) Student withdraws at least 4 weeks prior to agreed start date.	70% refund* of the total course fee
7.) Student withdraws less than 4 weeks prior to agreed start date.	50% refund* of the total course fee



8.) Student withdraws after the agreed start date.	No refund
9.) Visa cancelled due to actions of the student (overseas students only)	No refund
10.) Expulsion from the college due to breach of college rules or miss conduct.	No Refund
11.) Visa extension is refused (continuing overseas students)	Refund of unused tuition fees*
12.) Withdrawal from study - current students enrolled in packaged courses (continuing from one course to the next course).	Refund policy applies in the same way as it does for first course. Refer to 2.), 3.), 4.), 5.), 6.) & 7.)
Compulsory Health Insurance (Student Visa holders only)	Refer to OSHC provider or refunded if UIC defaults prior to course start

- Time frame and the amount for refund are considered from the day of receiving an application for refund, not from the day student signing refund forms.
- Application for refund must be supported by sufficient evidence to the satisfaction of the college.
- UIC reserves the right to withhold granting the Award attained by the student, if student fees remain outstanding.
- The **Refund policy** applies equally to all students including students who have Permanent Residency or Australian Citizenship.
- Application fee is non refundable.
- UIC's dispute resolution processes do not circumscribe the **student's right** to pursue other legal remedies.
- This policy, and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws
- Refer to the Student Complaints & Appeals Procedure on the UIC website if you wish to appeal the Refund Policy.

*Refunds granted may incur an education **agent's fee** Except "Visa refused prior to course commencement"

2.2 Written Agreement:

Unique International College enters into a written agreement with each student prior to the commencement of their studies. This agreement consists of the Acceptance of Offer, which, when signed, becomes the Contract of Enrolment ('The Contract').

If after accepting the agreement, the student chooses to cancel the Contract before commencement or completion of the qualification, he/she may remain liable to pay the full course tuition fees and the costs incurred by the College in recovering any outstanding monies, including debt collection agency fees and solicitors' costs, if applicable.

All notifications of withdrawal from the Contract must be made in writing to the CEO. The College will then advise the Department of Immigration and Citizenship as the student's visa will be affected.

A student wishing to cancel his/her enrolment in order to transfer to another training provider prior



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to having completed at least six months of the principal course of study applicable to his/her visa, should refer to the Student Transfer Policy and Procedure for further information.

2.3 Non Commencement of studies:

Where a student accepts offer of admission and pay the fee, gets the student visa or already is a holder of student visa or is permanent resident or citizen and fail to attend the college on agreed starting date, or to notify the college of his/her intentions, then college after waiting for 14 calendar days may cancel student's enrolment and will be entitled to retain all course fees due for first six months. This also applies to the students re-commencing studies after approved deferment and the students (enrolled in packaged courses) continuing from one course to the other. This will affect overseas student's *student visa*.

2.4 Deferring/Rejoining student:

If after accepting an offer of a place, an applicant gives written notice **before** the Commencement of the course of intention to defer or postpone the place to the next available intake, all tuition fees will be transferred to the next available intake. However new fees structure and re-enrolment fees will apply. The "next available intake" may be the following term, the following semester, or the following year, depending on the course availability. The applicant will need to submit an "*An Application to Defer Studies*" form. Where the student defers commencement to a later commencement date but then gives a written notice of intention to not take up a deferred place prior to commencement, a refund will be assessed based on the period of notification and circumstances of the later commencement date. In other words refund policy will apply.

If an application for deferral is made **after** the course has commenced a **re-entry fee of \$750.00 will be charged for the administrative costs involved in re-aligning all of the records required.** Unused course fee will be automatically transferred to a subsequent enrolment period. The applicant will need to submit an "*An Application to Defer Studies*" form. If, after approved deferring, student gives written notice of intention to not take up a deferred place, then student is not entitled to any refund All course fee due becomes immediately payable.

Note that Unique International College is only permitted to approve deferral (intermission) for overseas Students on the grounds of compelling and compassionate circumstances (for example, where a medical certificate states that a student is unable to attend classes). For an international student who is a holder of a student visa a place may only be deferred for up to 6 months.

2.5 Exceptional Grounds for Refunds:

Note: We will give special consideration to refund of fees in extenuating circumstances, following a written application to the CEO.

A written notice of withdrawal from a course due to exceptional circumstances may be lodged up to the last day before agreed starting date. Unique International College will use its absolute discretion to consider the written notice as grounds for either a total or partial refund of fees, provided acceptable documentary evidence in support of the application for a refund is submitted. Exceptional circumstances may include:



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- (a) An illness or disability (certified by a licensed medical practitioner or registered psychologist).
- (b) The death of a close family member (parent, grandparent, sibling, spouse or child).
- (c) A political, civil or natural event that prevents full payment of fees or enrolment.
- (d) An onshore student's visa being cancelled by DIAC due to a report submitted by a previous institution, or their application for review being unsuccessful.

3. Procedure and payment of Refunds:

- 1 Student must complete an application to withdraw from studies form and an application for refund form.
- 2 Student must attach a written statement providing details and reasons for their request. Statement can be hand written or typed.
- 3 Evidence (such as visa refusal, air tickets, medical or death certificates etc) must be attached with the application.
- 4 If requesting refund for Transferring from UIC to other provider overseas students must also complete *Application for Release Letter* form and provide a valid Letter of Offer from the receiving provider. Please refer to our *Transfer between registered providers policy*.
- 5 All applications will be considered within 14 working days via the CEO or Compliance Officer.
- 6 The Applicant will be notified of the outcome in writing and the reasons. In general there may be two possible outcomes:
 - Application approved and a refund will be issued.
 - Application not approved, as per the agreement and refund policy student will need to make appropriate payment of outstanding monies for the current course and future courses to the college before cancellation and release is finalised.
- 7 If approved admin staff will log on to PRISMS (for international students) and cancel CoEs, a letter of release (for overseas students) and a letter advising CoE cancellation and refund will be issued to the student at no cost and overseas student will be advised to contact DIAC to find out what action, if any, they need to take in regard to their student visa. "CoE cancellation and refund letter" will have a statement detailing how that amount was determined.
- 8 Until the letter advising *CoE cancellation and refund* or *Letter of Release* (for overseas students) has been granted and notification has been provided in writing, overseas students must maintain their enrolment and currently studying overseas students must continue to attend scheduled classes as attendance and course progress monitoring is still in effect. Please refer to UIC's Attendance Monitoring and course progress Policy.
- 9 Students who are unsuccessful in either obtaining any refund may appeal that decision. For further advice students should refer to UIC's Complaints and Appeals Policy under 'Policies & Procedures' at <http://www.uniquecollege.com.au>. Please note during the time appeal is considered overseas students must make every effort to maintain enrolment as attendance and course progress monitoring will still be in effect.
 - *This policy, and the availability of complaints and appeals processes, does not remove student's right to take action under Australia's consumer protection laws.*
 - *UIC's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.*
- 10 If the application for refund is successful then UIC will pay any refund within 28 days of receiving a legible, complete and correct application with required supporting documentation with an original signature from the student. All refunds will be reimbursed in the Australian Dollars and will be returned to the student by cheque/Draft or deposited



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into nominated account. If another person or organisation is identified as having originally paid the fees, the refund may be made to them instead of the student.

4. Appeals process related to refunds:

If the student believes that UIC has not honoured its fee refund policy, or not all of the relevant information has been taken into account, the student may within 30 days access college's complaints and appeals policy or may access the determination through an independent body.

If a student makes use of the dispute resolution procedures above in connection with a refund, this does not limit their right to pursue other legal remedies. This policy does not remove the right to take further action under Australia's consumer protection laws.

5. Administrative procedures

- This policy and related documentation is accessible through the UIC website at: <http://www.uniquecollege.com.au>
- Academic notes via VETRAK and PRISMS to be updated with any changes made to a student's enrolment as a result of course cancellation.
- Completed forms, copies of any correspondence with the student and a print out of cancelled CoEs (for overseas students) VETRAK and/or PRISMS to be placed on student's file (hard and soft copies) once all actions have been completed.
- Copies of 'Release Letter' and "Letter advising course cancellation and refund" will be maintained on a Central file (hard and soft) and on the Student file (hard and soft).
- The approval of transfer of a student to another institution does not indicate the agreement to provide any refund. Refunds are governed by the refund policy of the Institute.

6. Related Forms

- Form4: Application to withdraw/defer studies
- Form37: Application for refund
- Form412: Letter advising course cancellation and refund
- Form411: Release Letter