Refund and Cancellation Policy – Professional Year Program (PYP)

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This Refund and Cancellation Policy applies to students studying the Australian Computer Society Professional Year Program (ACS PYP) only and includes the following sections:

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The Stanley College Refund and Cancellation Policy covers how REFUND and CANCELLATION Fees are calculated in the event of cancellation of enrolment before course completion, either at the request of Stanley College, or as a result of a breach of Stanley College's code of conduct.

Refund for fees paid in advance
The calculation applied for fees paid in advance is listed in table, Table 1, Professional Year Programs.

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:

- **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.
- **Tuition Fee Structured Payment Schedule:** Stanley College only accepts tuition fees for Professional Year Program students through a structured payment schedule of set instalments. See below the payment plan structure for each pathway:
    - **Australian Computer Society Professional Year Program -** Tuition fee is paid through eight (8) equal instalments distributed across the course duration.
- **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 with Stanley College. See below:
    - **ACS PYP:**
      Study Period = 45-52 weeks' study period (including 32 weeks' study + 12 weeks internship), this course includes no scheduled holidays. The course duration may include any unscheduled holiday breaks (Christmas break or public holidays).
- **Course Duration** means the total duration of your course of study including holidays.

General Information

- ACS PYP– All students are required to pay via instalment plan only, full payment is not accepted.
- 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. 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.
- 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 Chief Executive Officer, 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.
- Students using the instalment plan option for payment of tuition fees that choose to withdraw from the course after it has begun are liable for full tuition fees. Finalisation of the account must be by the date stipulated on the agreed instalment plan. Failure to do so will result in legal action and outstanding fees will be referred to an external collection agency.
- If you have documented compelling / compassionate grounds which requires you to cancel your enrolment you may be entitled to a refund of pre-paid course fees. This is at the discretion of Stanley College.

- 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.

Table 1 -Refund and Cancellation Professional Year Program			
Reason for Refund/Cancellation	**Notification Period**	**Refund**	**Cancellation Fee**
Student Default	More than 4 weeks before course commences	Full refund less **cancellation Fee**	$230
	4 weeks or less before course commencement	40% of a course fee	60% of course fee
	After course commencement	No Refund	100% of course fee

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
- Stanley College refuses to provide, or continue providing, the course to the student 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;
  - Breach of Stanley College Code of Conduct as outlined in the Student Handbook.

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.