Refund Procedure (Higher Education)

Version Number: 2.0
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Approved By: Gloria Seow

1. Purpose

This procedure defines how Stanley College manages and determines the refund of monies to commencing and continuing domestic and international students for fees or other charges related to higher education study at Stanley College

2. Scope

This procedure applies to domestic and international students enrolled in higher education courses at Stanley College. It applies to the refund of the **unused portion of tuition fees only** which have been paid in advance, and includes money collected by approved education agents on behalf of Stanley College

3. Key Definitions

Please refer to Glossary of Terms at:

- Website: https://www.stanleycollege.edu.au/studying-with-us/policies-and-procedures/
- Higher Education website: https://www.highereducation.stanleycollege.edu.au/essential-information/policies-procedures/

4. Procedure Steps

4.1 Application for a Refund

All requests for refunds must be made using the *Course Variation Application Form (CVAF)*. This has been made clear to students in the proposed, updated Letter of Offer template

Students applying for a refund must attach relevant documentation as indicated in the Refunds Application Form information available on Stanley College website. The form must be signed by the student and accompanying documentation submitted to Stanley College either by an email to refunds@stanleycollege.edu.au

Students must apply for a withdrawal within 14 days of an event that initiates a request for, and that might qualify the student to a refund.

Contact details must be provided, including at least one telephone number and one valid email address.

If a student does not submit the *Course Variation Application Form*, they will not be entitled to any refund. Verbal requests, emails, or other written notifications to Stanley College staff, agents, or third parties regarding refunds or cancellations are not valid and will not be accepted.

4.2 Assessment of Refunds

The date on which the written application is received is the date used for the calculation of any refund.

If a student is applying for Special Circumstances, the student must submit:

- A *Course Variation Application Form*;
- A written statement addressing their Special Circumstances, and
- Relevant Supporting evidence.

Once a student's variation or a notice to withdraw, cancel is being finalized by the Admissions team or Variations team, it will be communicated to the Finance team. If a refund is applicable, Finance Officer will notify the student to submit a Refund Application Form. Upon receipt of the completed Refund Application Form, the Finance Officer will process the refund request and submit it to the Chief Financial Officer or approved authorized person by the Chief Financial Officer for approval. After approved, Finance Officer will process the refund in accordance with Stanley College's refund policy.

4.3 **Decision**

Students will be notified of the refund application decision within 20 working days of receipt of the Refunds Application Form.

4.4 **Payment of Refunds for Domestic Students**

Refunds will be made within 28 days of submission of a completed Refunds Application Form. Incomplete forms or applications with insufficient relevant supporting documentation may cause delays in assessing and processing refunds.

Approved refunds will be paid:

- To the nominated bank account via Electronic Funds Transfer (EFT). Such transfers may take up to seven working days to complete, or
- Directly to the person who entered into the contract with Stanley College, unless that person gives written direction to pay someone else.
- **Only after a signed and completed Refund Application Form has been received by the Finance Team.**

Refunds will be paid in Australian dollars to the applicant's bank account unless otherwise requested by the student in writing at the time of submitting the required forms.

Students will receive a Statement of Refunds explaining how the refund was calculated, and where a cancellation fee has been applied.

Students with FEE-HELP arrangements will be informed by the Finance Office of any necessary adjustments to these arrangements.

4.5 **Payment of Refunds for International Students**

Refunds will be made within 14 days of submission of a completed Refunds Application Form *, as per the requirements outlined within the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012*. Incomplete forms or applications with insufficient supporting documentation may cause delays in processing refunds.

Approved refunds will be paid:

- To the nominated bank account via Electronic Funds Transfer (EFT). Such transfers may take up to seven working days to complete; or
- Directly to the person who entered into the contract with Stanley College, unless that person gives written direction to pay someone else.

- **Only after a signed and completed Refund Application Form has been received by the Finance Team.**

Australian legislation does not allow a refund to be paid to an agent, in accordance with the Education (Overseas Student) Registration 1998 7 (2) (b).

Approved refunds will be paid in Australian dollars to the applicant's bank account unless otherwise requested by the student in writing.

If a currency other than Australian dollars is requested, the student will be expected to cover the exchange rate fees as charged by the bank of either party – this amount will be deducted from any refund. The exchange rate will be as per the rate offered on the day of transfer by Stanley College's bank.

Students will receive a Statement of Refunds explaining how the refund was calculated, and where a cancellation fee has been applied.

The Finance Officer will record the transaction in the Student Management System.

4.6 Overseas Student Health Cover

Overseas Student Health Cover (OSHC) refunds are applicable in an event of visa refusal, or if the student has evidence to support, they no longer hold a student visa.

- If the student is offshore and the OSHC is purchased through Stanley College, the finance officer will assist the student with their OSHC refund
- If the student is onshore, they are responsible for applying for their OSHC refund.

In making an application to the OSHC provider, students must provide the following information:

- Full name;
- Date of birth;
- OSHC membership number;
- Reason for the refund, and
- Evidence of transferring to another education provider or the date of departure from Australia.

4.7 Appeals

Students may seek a review of any decision related to a refund application by submitting an appeal to the Finance Officer within 28 days of receiving the notice. It must be accompanied by supporting documentation.

If students are not satisfied with the reviewed decision, then they can make a formal appeal using the Complaints and Appeals form on Stanley College Website. to the Students will be notified of the decision within 28 days of receiving the application.

4.8 Notifying the TPS Director

If a refund has been paid to the student, the Finance Officer will record the discharge of Stanley College's obligations within PRISMS within seven (7) working days of the refund being paid to the student, as per the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012.

5. Roles and Responsibilities

- **Admissions team:** Communication of a student course variation or notice to withdraw to the finance team.
- **Variations team:** Communication of a student course variation or notice to withdraw to the finance team.
- **Finance team:** Notifying students the decision of Refunds Application Form on time,
- **Finance officer:** Processing the refund on time, effective communication and managing of FEE-HELP students, recording refund transaction information on the student management system and update the PRISMS entry.

6. Procedure Information

Procedure Area	HE
Authorised Officer	Chief Financial Officer
Supporting documents, procedures, work guidelines and forms	Aboriginal and Torres Strait Islander People Education Policy and Procedure Admissions Policy and Procedure Application for Admissions Form (Higher Education) – Domestic Students Application for Admissions Form (Higher Education) – Course Admission Information Set Course Variation Application Form Credit and RPL Policy and Procedure Deferral, Withdrawal and Course Extension Policy and Procedure Diversity and Equity Policy and Procedure English Language Proficiency Policy and Procedure Student Fees Policy Letter of Offer and Student Agreement for Higher Education Information Management Policy and Procedure Refund Policy Student Grievance and Complaint Policy and Procedure Student Prospectus Student Services Plan Whole-of-Institution Admission Information Set
Audience	Public

7. Link to Standards

7.1 Higher Education Standards Framework (Threshold Standards) 2021

Domain	Section	Standards
1. Student Participation and Attainment	1.1 Student Participation and Attainment	2
2. Learning Environment	2.4 Student Grievances and Complaints	1,2,3,4

7.2 Education Services for Overseas Students Act 2000

Part	Division	Sub-Division	Section	Standard
3. Obligations on registered providers	2. Tuition Fees	N/A	27. tuition fees	1, 2
3. Obligations on registered providers	2. Tuition Fees	N/A	28. Obligation for registered provider to maintain account	1, 2
3. Obligations on registered providers	2. Tuition Fees	N/A	29. Obligations in relation to account money	1- 6

7.3 National Code of Practice 2018

Standard (Number)	Standard (Descriptor)	Standards (Individual)
Standard 2	Recruitment of an overseas student	2.1.7
Standard 3	Formalisation of enrolment and written agreements	3.4

Appendix A – Proposed, Updated Letter of Offer Template

Financial / Payment Information

Payment Agreement

Prepared on the: 6 November 2025

Refer to the page ***Payment Schedule*** for your total fees payable and instalment schedule. You are required to pay your fees in full and by their respective due date.

PAYMENT AGREEMENT CONDITIONS

The following conditions apply to the payment of tuition and related fees at Stanley College. Please read them carefully before accepting your offer.

1. Tuition Fee Payments

- All tuition and other fees must be paid in full by the due date stated in ***Payment Schedule***.
- Payments must be made directly to Stanley College. Do not pay through an agent or third party, unless you are on a payment plan approved by Stanley College.
- Always include your student number as a reference when making payments.
- Keep a copy of your payment receipts, as you are responsible for providing proof of payment if requested.
- Stanley College reserves the right to change instalment due dates, before or during your course of study.

2. Payment Plans and Financial Hardship

- If you are experiencing financial difficulties due to compassionate and compelling reasons, and meet all the criteria detailed in the Financial Hardship Payment Scheme (FHPS) Guidelines, you may apply for a Financial Hardship Payment Plan. The FHPS Guidelines can be requested from finance@stanleycollege.edu.au.
- Stanley College does not require students to pay more than 50% of the total tuition fees before their course begins. However, you may choose to pay more than 50% if you wish.

3. Semester Structure and Fees

- A semester at Stanley College is 15 weeks in total, being: 12 teaching weeks, 1 study week, 1 examination week, and 1 mid-semester break. Holidays are as scheduled by Stanley College.
- Students usually undertake 4 units per semester. Fees are not reduced if you take a reduced study load.
- The Application Fee is NON-REFUNDABLE.
- If you need to re-enrol in a unit, the cost will be charged at the unit rate.
- Tuition fee instalments are normally due before the start of each semester. Refund notifications and deadlines are also based on the semester structure.

4. Overdue Payments and Late Fees

- Payment reminders may be sent as a courtesy, but this is not an obligation.
- A late fee of $100 will apply immediately for overdue payments, with an additional $100 charged each month until payment is received.
- If your payment becomes overdue, a Notice of Intention to Cancel will be emailed to your Stanley College email address.
- If you fail to pay your tuition fees, Stanley College may refer your case to a Debt Collection Agency. All recovery costs will be added to your outstanding balance.

5. Refunds and Prepaid Fees

- By signing this agreement, you confirm that you have read and understood the Refund Policy, available within this document and on our website www.highereducation.stanleycollege.edu.au.

- Any prepaid tuition fees will be held in Stanley College's designated trust account until the start of each semester, as required under the ESOS Act.

6. Release of Academic Records

- Stanley College will not release Testamurs, Academic Transcripts, or Awards until all outstanding tuition fees have been paid in full.

By signing the below, I am affirming that I have read, understood and agree to each and every of the above Payment Agreement Conditions.

Name **Date**

Signature

Payment Schedule

Given Name:		Family Name:			
Student Number:					
Course:					
Start Date		End Date		Course Length (weeks)	

Total Fees Payable *(this is the amount you will be invoiced)*

FEE NAME	Amount	Student Initials
		Initial Here

TOTAL:	

Instalment Schedule

Instalment Due Date	Details of Study Period	Amount	Student Initials
			Initial Here

Name **Date**

Signature

Payment Options

Payments can be made via the different methods stated on the Stanley College website (**https://www.stanleycollege.edu.au/how-to-pay/**):

1. BPOINT, for payments from Australian bank accounts
2. CIBC, for payments from International bank accounts
3. Electronic Fund Transfer, for payments from Australian bank accounts

When making payment, please quote your **Student ID number** as the **payment reference** and forward a copy of your payment receipt to both, admissions@stanleycollege.edu.au and finance@stanleycollege.edu.au.

Name **Date**

Signature

Additional Fees

The following list shows additional fees and charges you *may* incur at Stanley College.
(Fees may be subject to change. All figures quoted are in Australian Dollars):

Administration:	
Cancellation fee	Refer to ***table Refund and Cancellation Table***
Late Payment Fee	$100, charged per instalment, immediately, and monthly thereafter
Credit Card Surcharge	1%
Student ID Card Replacement Fee	$15
Re-print of any testamur	$50
Official Transcript replacement	$50
Testamur replacement	$50
Graduation Gown Hire	$50 hire + $50 (refundable) deposit
Photocopies (black and white)	$0.20 per A4 page / single sided $0.30 per A4 page / double sided
Photocopies (colour)	$2 per A4 page / single sided
Paper (per 500 pages)	$5 Or 10c per page
Academic:	
Re-enrolment Fee	Cost of the unit of study

Payment of Fees

International students must pay their fees **in full, by the due date** for each semester, in accordance with the ***Payment Agreement Conditions*** and *Instalment Schedule* as stated in this Offer Letter (***Payment Schedule***). Failure to do so may lead to a cancellation of enrolment for non-payment of fees and may have repercussions on your student visa and your eligibility to remain within Australia.

Part B

Refund and Cancellation Policy

This Refund and Cancellation Policy apply to Student Visa Holders only.

1. 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.

2. Refund of fees

The calculation applied for fees paid in advance is listed in ***Refund and Cancellation Table***.

3. Cancellation fees

Where a course of study is cancelled before the agreed Completion Date, Stanley College will calculate the Cancellation Fee in accordance with ***Refund and Cancellation Table***.

4. 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***; however, it will be credited towards the tuition fees upon successful commencement of the course.
Tuition Fees	Tuition Fees are the fees payable to Stanley College for undertaking a course. The Refund and Cancellation Policy specifications detailed in ***Refund and Cancellation Table*** cover TUITION FEES only.
Materials Fee	The Materials Fee covers materials and resources used in the delivery of 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. ***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 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. Please note, OSHC fee is calculated based on a 'start date' 7 days prior to course commencement, and a 'end date' one (01) month (if the course duration is 10 months or less) or two (02) months (if the course duration is longer than 10 months) after course end date, unless otherwise requested. 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.

Additional Fees and Charges	Any Additional fees are as specified on in your Written Agreement with Stanley College. Fees may be subject to change and students will be notified about changes of Additional fees. ***Additional Fees are not refundable.***

5. General Information

A. Submitting Refund and Cancellation Requests

All cancellation requests/notifications **must** be submitted using the **Course Variation Form**.
All refund requests **must** be submitted using the **Refund Application Form**.
These forms are available at the Reception Desk or can be downloaded from the Stanley College website (www.stanleycollege.edu.au).
Verbal requests, emails, or other written notifications to Stanley College staff, agents, or third parties regarding refunds or cancellations are not valid and will not be accepted.

B. Effective Date of Notification

The date Stanley College receives your completed **Course Variation Form** is considered the Default Date.
The Default Date is used to calculate any refund or cancellation fee.

C. Fees Payable on Cancellation

If your enrolment is cancelled by you or Stanley College:

i. You will receive a Statement of Cancellation outlining how the policy has been applied, and
ii. You are required to pay any outstanding fees within 7 days.
iii. Cancellation fees are calculated based on the semester fee. A semester at Stanley College is 15 weeks in total, being: 12 teaching weeks, 1 study week, 1 examination week, and 1 mid-semester break.
iv. All amounts are in Australian Dollars (AUD).
v. Any costs incurred by Stanley College in recovering unpaid fees will be charged to you.
vi. Unpaid fees will be treated as a debt and may be recovered through legal action in a court of competent jurisdiction.
vii. Stanley College will not issue testamurs or awards until all fees are paid in full.

D. Refund Payments

- Refunds are calculated based on the semester fee. A semester at Stanley College is 15 weeks in total, being: 12 teaching weeks, 1 study week, 1 examination week, and 1 mid-semester break.
- All amounts are in Australian Dollars (AUD).
- If a refund payment is not able to be paid in Australian Dollars (AUD), payment will be made in United States Dollars (USD).
- Refunds will be deposited into your nominated bank account as provided on the Refund Application Form. It is your responsibility to nominate and detail the correct bank account.
- Refunds will not be paid to third parties, unless you have clearly authorised this on your Refund Application Form.
- Where approved by the President, and not due to a Stanley College default, refunds will be made within 28 days of receiving a complete application.
- You will receive a Statement of Refunds explaining how your refund was calculated. If a cancellation fee is applied, you will also receive a Statement of Cancellation outlining how the policy has been applied.

E. Signature Verification

Refund and cancellation applications will not be processed if the signature on your Course Variation Form and/or Refund Application Form does not match the signature on your admission documents.

F. Student Rights and Policy Review

This agreement, and the availability of Stanley College's complaints and appeals process, does not affect your right to take further action under Australian consumer protection laws.
The Refund and Cancellation Policy may be updated from time to time.

G. 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.

Definitions

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

6. Tuition Protection Scheme (TPS)

If Stanley College is unable to provide a refund or place the student in an alternative course, then the student will be referred to the Tuition Protection Service (TPS), which will place the student in a suitable alternative course. If a suitable course cannot be found, Stanley College will pay a refund as calculated by the TPS Administrator.

For more information on the TPS, visit www.tps.gov.au. For additional assistance, please contact:
Email: administrator@a.tps.gov.au
Within Australia phone: 1300 980 434
Outside Australia phone: +61 1300 980 434

7. Refund and Cancellation Table

Please refer to the below table

Refund and Cancellation Table

Reason for Refund/Cancellation	Notification Period	Refund	Cancellation Fee	Student Initials
Application for visa is unsuccessful	Before Semester/Course Commences	Full refund less **cancellation administration fee** of $250	$250 cancellation administration fee	Initial Here
Application for visa is unsuccessful	After Semester/Course Commences	Full refund less **Cancellation Fee**	$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis	Initial Here
Student Default* Student with a student visa withdraws Or Student is cancelled for breach of College's rules or breach of student visa rules	More than 10 weeks before semester/course commences	Full refund less **cancellation fee**	10% of a semester fee	Initial Here
	More than 4 weeks and up to 10 weeks before semester/course commences	70% of a semester fee	30% of a semester fee	Initial Here
	4 weeks or less before semester/course commences	40% of a semester fee	60% of a semester fee	Initial Here
	After semester/course commences	No Refund	100% of a semester fee	Initial Here
Scenario Example: 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.				Initial Here
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; or ▪ the student breached a condition of his or her student visa; or ▪ the student breached Stanley College's Code of Conduct.				Initial Here

Part C

Acceptance of Written Agreement

I, _____(Student name) accept the offer outlined above and agree to the terms and conditions stipulated in this Written Agreement. I understand that tuition fees may be subject to increase and that Stanley College reserves the right to change the fees when necessary. I am aware that it is my responsibility to ensure that my expected completion date is maintained and correct, and to ensure that I am enrolled in the correct course at all times.

I am aware of the estimated cost of living in Australia, details available from the Department of Home Affairs website at www.homeaffairs.gov.au/trav/stud, and understand the financial capacities to meet such costs is my responsibility, as well as the potential work restrictions I may have.

I confirm that I have my first semester fees available to me, and will pay them by their due date. I acknowledge that for my first semester, I am not eligible for the Financial Hardship Payment Scheme, as I am expected to only commence study once I am financially capable of doing so. I have also budgeted for my future fees, and will be able to pay them as and when they fall due, per ***Payment Schedule***.

I understand that after signing this agreement, even if I do not commence my studies, I will be liable for cancellation fees per ***Refund and Cancellation Table***.