

Refund and Cancellation Policy – Domestic Students (VET)

1. Purpose

- 1.1 This policy outlines Stanley College's requirements for the refund of course fee charges and payments for domestic students.
- 1.2 This policy should be read in conjunction with your Letter of Offer and Written Agreement.
- 1.3 For Higher Education students, please refer to Refund Policy (Higher Education).

2. Scope

- 2.1 This policy applies to domestic students enrolled in VET and VET Government Funded courses at Stanley College. It applies to the refund of the unused portion of tuition fees, which have been paid in advance.

3. Responsibility

- 3.1 The following staff are responsible for the management of student refunds for domestic students:
 - 3.1.1 Finance Officer;
 - 3.1.2 Accountant; and
 - 3.1.3 Chief Financial Officer.

4. Definitions

<i>Appeal</i>	A request for a decision to be reviewed by an independent area. Appeals can be lodged about academic and non-academic decisions made, including: <ul style="list-style-type: none"> • student misconduct • refused transfer requests • course progress • student enrolment cancellation.
<i>Australian Consumer Law</i>	A national law guaranteeing consumer rights when buying goods and services to ensure false or misleading information is not provided. Education Services provided by Stanley College is covered by Australian Consumer Law.
<i>Course Commencement Date</i>	The date the student commenced the course for the first time, as stated within the student's offer letter.
<i>Course Completion Date</i>	The date the student completed the course requirements, which may conclude at the end of classes, work-based training and/or examinations.
<i>Debt Collection Agency</i>	A debt collection agency is a company that assists in the recovery of money owed on unpaid accounts.

Domestic Students	<p>A student who is an Australian citizen, a New Zealand citizen, the holder of an Australian Permanent Resident visa or the holder of an Australian humanitarian visa.</p> <p>A domestic student can include temporary visa holders, whom do not hold a Student Visa issued by DoHA, including 485, 457, student dependents, working holiday and visitor visa holders.</p>
DTWD	Department of Training and Workforce Development, a WA Government Department.
Full-Fee Paying Students	Students enrolled in a Stanley College course who do not have their tuition fees subsidised by the Australian Government or WA Government.
Funded Course	A course that has been allocated funds by the State Government for Domestic Students to access.
Funded Students	Students who are studying a Funded Course.
Material Fees	Material fees include the cost of Training Materials used in the delivery of Stanley College courses. This includes but is not limited to electronic/printed resources, toolkits, uniforms and consumables.
National Code 2018	The National Code of Practice for Providers of Education and Training to Overseas Students 2018, established pursuant to Part 4 of the ESOS Act.
Offer Letter	An offer for admission into a Stanley College course. Some offers may include conditions placed on the admission, which may include pre-requisites.
Provider Default	<p>A registered provider defaults, in relation to a course at a location, if:</p> <p>either of the following occurs:</p> <ul style="list-style-type: none"> the provider fails to start to provide the course to the student at the location on the agreed starting day; the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and the student has not withdrawn before the default day.
Standards for RTOs 2015	The Standards for Registered Training Organisations (RTOs) 2015, which sets out the requirements a RTO must meet when providing Vocational Education Training (VET) courses.
Student Default	<p>A Student Default occurs when:</p> <ul style="list-style-type: none"> 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); 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: <ul style="list-style-type: none"> 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 the Stanley College Code of Conduct (for example, disciplinary reasons and misbehaviour).

Study Period	A period of study within a course, namely term, semester, trimester, short course of similar or lesser duration, or as otherwise defined by Stanley College.
Tuition Fees	Fees payable to Stanley College for undertaking a course
VET	Vocational Education and Training.
Withdrawal	Cessation of registration in a course or unit, initiated by a student after enrolment.

5. Refund and Cancellation Policy – Fee for Service Students

5.1 The Stanley College Refund and Cancellation Policy for ‘Fee for Service Students’ 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

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

Cancellation fees

5.3 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

5.4 Fees payable may include the following:

- 5.4.1 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.
- 5.4.2 Short Course/Workshop Fees: Short Course/Workshop Fees are the fees payable to Stanley College for undertaking a short course, courses include:
 - 5.4.2.1 Barista Workshop;
 - 5.4.2.2 SITHFAB021 Provide responsible service of alcohol;
 - 5.4.2.3 HLTAID011 Provide First Aid;
- 5.4.3 Other Fees: Any other fees are as specified in your Letter of Offer and Written Agreement with Stanley College. Fees may change and students will be notified about changes of other fees. Other Fees are not refundable.

Further Definitions

- 5.5 **Course:** Means the Course you are enrolled in as outlined in the signed Letter of Offer and Written Agreement.
- 5.6 **Course Commencement Date:** Means the agreed starting date of a course, as stipulated in the signed Letter of Offer and Written Agreement.
- 5.7 **Course Completion Date:** Means the agreed completion date of a course, as stipulated in the signed Letter of Offer and Written Agreement.

5.8 Study Period: Means your Study Period as outlined herein and in your Letter of Offer and Written Agreement with Stanley College:

5.8.1 One Term = 10 weeks study + 3 weeks holidays = Total 13 weeks

5.8.2 One Semester = 20 weeks study + 6 weeks holidays = Total 26 weeks

5.9 Course Duration: Means the total duration of your course of study including holidays.

General Information

5.10 Course Fees and Charges are as per our Stanley College Course Fee List. *Note:* in line with our regulatory framework, Stanley College will only accept a maximum payment of \$1000 before commencement of studies and no more than \$1500 per month. Details of instalments are included in the Payment Agreement.

5.11 All Refund Requests and *Cancellation Notifications* must be submitted using the **Course Variation Application Form (CVAF)** 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**.

5.12 The CANCELLATION DATE is defined as the date Stanley College receives the written notice, which includes the student-signed Course Variation Application Form (CVAF). This date will be used to calculate any applicable refunds or cancellation fees.

5.13 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.

5.14 In case of a cancellation by the student or Stanley College, any outstanding fees to Stanley College must be settled within 10 working days of the date detailed in the Confirmation of Cancellation Letter.

5.15 Any costs incurred by Stanley College to recuperate outstanding fees will be charged to the student.

5.16 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.

5.17 Stanley College will not release any testamurs/awards to students until outstanding course fees have been paid in full.

5.18 All amounts are in Australian Dollars (AUD).

5.19 Where a refund is approved by the President, 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.

5.20 All refunds will be paid in Australian Dollars, via an Australian Bank Account, as nominated by the student.

5.21 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.

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5.22 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.

5.23 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 Confirmation of Cancellation Letter clearly outlined how our Cancellation Policy has been applied.

5.24 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.

5.25 The Refund and Cancellation Fee Policy is subject to review from time to time.

Table 1 - Refund and Cancellation – Fee for Service Students			
Reason for Refund/Cancellation	Notification Period	Refund	Cancellation Fee
Student Default	More than 10 weeks before semester/course commences	Full refund less cancellation fee	10% of a semester fee
	More than 4 weeks and up to 10 weeks before semester/course commences	70% of a semester fee	30% of a semester fee
	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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> ➤ 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. 			

Stanley College (Provider) Default occurs when:

- either of the following occurs:
 - Stanley College fails to start to provide the course to the student at the location on the agreed starting day;
 - the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
 - the student has not withdrawn before the default day.

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.

Short Course/Workshop Tuition Fees

In the case of a cancellation by the student, Stanley College requires at least four working days' notice of cancellation prior to the start date of the course. Refunds may take up to 15 working days to process. No refunds, transfers or credit notes will be issued for withdrawals when less than four working days' notice is given.

VET Student Loans

Where you have chosen to apply for a VET Student Loan (VSL) to pay for some/all of your tuition fees, please refer to the VET Student Loans (VSL) Enrolment Guidelines available via www.stanleycollege.edu.au/studying-with-us/scholarships-and-financial-assistance/vet-student-loans/ which provides further information on:

- Course withdrawal
- Re-Crediting FEE-HELP Balances

6. Refund Policy – Funded Program Students

6.1 The Stanley College Refund Policy for 'Funded Program Students' covers how REFUND Fees are calculated in the event of cancellation of enrolment before unit/course completion, either at the request of Stanley College, at the request of the student or as a result of a breach of Stanley College's code of conduct. Funded Program Students are those enrolled in the Department of Training and Workforce Development (DTWD) Funded Programs including Jobs and Skills WA Training Courses.

Refund for fees paid in advance

6.2 The calculation applied for fees paid is listed in Table 2.

Fees and Charges

6.3 **Unit Fees:** Are the fees payable for students undertaking a Department of Training and Workforce Development (DTWD) Funded Program, including Jobs and Skills WA Training Courses. Unit Fees are charged in accordance with the current VET Fees and Charges Policy, copy available at the Front Office or via our website www.stanleycollege.edu.au.

6.4 **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. For Funded Program students, other fees currently charged are as follows:

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- 6.4.1 SIT30821 Certificate III in Commercial Cookery:
- 6.4.1.1 Resource Fee - \$250 (Uniform and Consumables – Mandatory purchase from Stanley College)
 - 6.4.1.2 Toolkit Fee - \$350 (Chef's Toolkit – Optional purchase from Stanley College)
- 6.4.2 SIT40521 Certificate IV in Kitchen Management:
- 6.4.2.1 Resource Fee - \$250 (Uniform and Consumables – Mandatory purchase from Stanley College)
 - 6.4.2.2 Toolkit Fee - \$350 (Chef's Toolkit – Optional purchase from Stanley College)
- 6.4.3 HLT54121 Diploma of Nursing:
- 6.4.3.1 Resource Fee - \$1200 (Uniform and Consumables – Mandatory purchase from Stanley College)

6.5 Note - Where you have commenced your course and been issued with your uniform and chef's toolkit (optional), Other Fees are not refundable.

General Information

- 6.6 **Enrolment Statement of Fees:** Students are issued an Enrolment Statement of Fees at the commencement of their course. Tax Invoices are generated on a unit-by-unit (per subject) basis as students COMMENCE each unit.
- 6.7 **Recognition of Prior Learning/Credit:** There is no fee for units that are granted Credit. RPL units are charged on a unit-by-unit (per subject) basis (fee payable will vary depending on the type of evidence submitted).
- 6.8 **Withdrawal Dates:** Students are only required to pay for the units that they complete. Students must notify Stanley College of their intention to cancel a unit by the individual unit withdrawal date, to avoid paying the Unit Fee or to receive a FULL Refund of unit fees pre-paid. Withdrawal dates detailed on the Enrolment Statement of Fees and are set for each unit at no less than 20% of the way through the period during which the unit is undertaken.
- 6.9 **Student Portal:** Students can check their student portal to confirm when fees are due and see which fees have been paid.

Table 2 - Refund – Funded Program Students	
Full Refund of Unit Fees for units that have not yet commenced will be made when:	
<ul style="list-style-type: none"> ➤ A student withdraws from a course when the course and/or a unit is cancelled or re-scheduled to a time that is unsuitable to the student; or ➤ A student is not given a place due to maximum number of places being reached. 	
Partial Refund of Unit Fees will be made when:	
<ul style="list-style-type: none"> ➤ A student withdraws for reasons other than those listed above, and who lodges a Course Variation Application Form (CVAF) before 20% of delivery for the unit has been concluded. In this case, students will be eligible for a full refund of the applicable unit fee. 	
Pro Rata Refunds will be made when:	
Students withdraw for reasons of personal circumstances beyond their control. For example: <ul style="list-style-type: none"> ➤ serious illness resulting in extended absence from classes; ➤ injury or disability that prevents the student from completing their program of study; or ➤ other exceptional reasons at the discretion of the accountable officer. 	

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In all cases, relevant documentary evidence (for example, medical certificate) is required.

A Full Refund Of Other Fees will be made when:

- A student withdraws from a course before they have commenced their course AND/OR they have not yet been issued with their Resource (Uniform) or Toolkit.

Note - Where you have commenced your course AND been issued with your Resource (Uniform) or Toolkit, **Other Fees are not refundable.**

7. Policy Information

Policy Area	Finance
Authorised Officer	Chief Financial Officer
Supporting documents, procedures & forms of this policy	<i>Student Refund and Cancellation Procedure – Domestic Students (VET)</i> <i>Student Complaints and Appeals Policy (VET & ELICOS)</i> <i>Letter of Offer and Written Agreement</i> <i>Course Variation Application Form (CVAF)</i> <i>Refund Application Form</i> <i>Statement of Refunds</i> <i>Confirmation of Cancellation Letter</i> <i>Application for Withdrawal Form</i>
Related Legislation and Codes of Practice	Standards for Registered Training Organisations (RTOs) 2015
Audience	Public