

# Student Refund and Cancellation Policy – International Students (VET & ELICOS)

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## 1. Purpose

- 1.1 This policy outlines Stanley College's requirements for the refund of course fee charges and payments for international 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 international students enrolled in VET or ELICOS courses at Stanley College. It applies to the refund of the unused portion of tuition fees, which have been paid in advance, and includes money collected by approved education agents on behalf of Stanley College.

## 3. Responsibility

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

## 4. Definitions

<b><i>Appeal</i></b>	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"> <li>• student misconduct</li> <li>• refused transfer requests</li> <li>• course progress</li> <li>• student enrolment cancellation.</li> </ul>
<b><i>Australian Consumer Law</i></b>	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.
<b><i>Course Commencement Date</i></b>	The date the student commenced the course for the first time, as stated within the student's offer letter.
<b><i>Course Completion Date</i></b>	The date the student completed the course requirements, which may conclude at the end of classes, work-based training and/or examinations.
<b><i>Education Agent</i></b>	A person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers.

	Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).
<b>ELICOS Standards 2018</b>	The English Language Intensive Courses for Overseas Students (ELICOS) Standards 2018, established pursuant to subsection 176B(1) of the ESOS Act.
<b>ESOS Act</b>	The <i>Education Services for Overseas Students Act 2000</i> of the Commonwealth of Australia.
<b>International Student</b>	A student studying in Australia on a student visa issued by DoHA.
<b>Material Fees</b>	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.
<b>National Code 2018</b>	The National Code of Practice for Providers of Education and Training to Overseas Students 2018, established pursuant to Part 4 of the ESOS Act.
<b>Offer Letter</b>	An offer for admission into a Stanley College course. Some offers may include conditions placed on the admission, which may include pre-requisites.
<b>Provider Default</b>	A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if: either of the following occurs: <ul style="list-style-type: none"> <li>the provider fails to start to provide the course to the student at the location on the agreed starting day;</li> <li>the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and</li> <li>the student has not withdrawn before the default day.</li> </ul>
<b>Standards for RTOs 2015</b>	The Standards for Registered Training Organisations (RTOs) 2015, which sets out the requirements a RTO must meet when providing Vocational Education Training (VET) courses.
<b>Student Default</b>	A Student Default occurs when: <ul style="list-style-type: none"> <li>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);</li> <li>the student withdraws from the course at the location (either before or after the agreed starting day); or</li> <li>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"> <li>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;</li> <li>the student breached a condition of his or her student visa; or</li> <li>the student breached the Stanley College Code of Conduct (for example, disciplinary reasons and misbehaviour).</li> </ul> </li> </ul>
<b>Study Period</b>	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. The Study Period for an ELICOS Course is stated in each student's offer of admission.
<b>TPS Director</b>	The TPS Director is appointed by the Minister and oversees the operation of the TPS.
<b>Tuition Protection Service (TPS)</b>	The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.
<b>Tuition Fees</b>	Fees payable to Stanley College for undertaking a course
<b>VET</b>	Vocational Education and Training.
<b>Withdrawal</b>	Cessation of registration in a course or unit, initiated by a student after enrolment.

## 5. Policy Provisions

### Principles

#### 5.1 This policy aims to:

- 5.1.1 provide transparent processes for refunds of tuition fees, where applicable;
- 5.1.2 set out the circumstances where a full refund or a partial refund may apply;
- 5.1.3 set out the calculation of refunds in the event of a student or provider default; and
- 5.1.4 ensure Stanley College fully discharges its responsibilities under all relevant legislation, including the Standards for RTOs 2015, Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, ESOS Act, the National Code 2018 and the ELICOS Standards 2018.

#### 5.2 The *Student Refund and Cancellation Policy – International Students (VET & ELICOS)* is subject to regular review under Stanley College's quality assurance process.

#### 5.3 This policy outlines how refunds are calculated when an international student requests a refund on their course fees, which can include:

- 5.3.1 tuition fees;
- 5.3.2 non-tuition fees:
  - 5.3.2.1 application fee;
  - 5.3.2.2 materials fee;
  - 5.3.2.3 accommodation placement fee (optional);
  - 5.3.2.4 accommodation fee (optional); and
  - 5.3.2.5 Overseas Student Health Cover (OSHC).

#### 5.4 A Student Default occurs when:

- 5.4.1 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);
- 5.4.2 the student withdraws from the course at the location (either before or after the agreed starting day); or
- 5.4.3 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:
  - 5.4.3.1 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;
  - 5.4.3.2 the student breached a condition of his or her student visa; or
  - 5.4.3.3 the student breached the Stanley College Code of Conduct (for example, disciplinary reasons and misbehaviour).

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5.5 A provider default occurs when:

- 5.5.1 Stanley College can no longer provide the course to the student at the location; or
- 5.5.2 Stanley College does not start the course to the student, at the location, on the agreed starting day.

### Refunds after a Student Default

5.6 Stanley College will calculate the refund of any unspent tuition fees as outlined within Table 1 (General English) or Table 2 (VET), as seen below.

### Refunds after a Provider Default

5.7 In the unlikely event of a provider default by Stanley College, within 14 days of the default, Stanley College will:

- 5.7.1 offer the student/s an alternative place at Stanley College's expense, that is accepted by the student/s in writing; or
- 5.7.2 refund the student/s the unused portion of the prepaid fees.

5.8 Where a course of study is cancelled before the agreed course completion date, Stanley College will calculate the cancellation fee in accordance with Table 1 (General English) and Table 2 (VET).

5.9 If Stanley College is unable to provide a refund or place the student/s in an alternative course, then the student/s shall be referred to the Tuition Protection Service, who will place the student/s in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Director.

5.10 Refunds issued by Stanley College in the event of a provider default will be paid to the student/s within 14 days of a written application is received.

### ELICOS Students

5.11 The calculation applied for fees paid in advance is listed in Table 1 (General English).

### Refunds of Fees and Charges

5.12 Refunds for fees payable may include the following:

- 5.12.1 tuition fees (the fees payable to Stanley College for undertaking a course. The *Student Refund and Cancellation Policy – International Students (VET & ELICOS)* specifies the refund of tuition fees only);
- 5.12.2 non-tuition fees, including but not limited to:
  - 5.12.2.1 materials fee (includes the materials and resources required to complete your course at Stanley College. The Materials Fee is non-refundable if you cancel less than 4 weeks before the course commencement);
  - 5.12.2.2 administration fee (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 charge in the event the Student Visa Application is refused, and is non-refundable;
  - 5.12.2.3 accommodation placement fee (optional), which 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;

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- 5.12.2.4 accommodation fees (optional), which is only payable if a student requests Stanley College to arrange homestay accommodation. The fee is charged on a weekly basis. Please refer to Stanley College's *2018 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;
- 5.12.2.5 Overseas Student Health Cover (OSHC) insurance is compulsory and must be maintained throughout a student's 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 refer to the OSHC brochure and terms and conditions on Stanley College's website. The OSHC Fee included in the *Offer Letter* is based on Stanley College's OSHC provider's scheduled fee, which are subject to change each calendar year. Any variances are payable by the student on receipt of an invoice from the OSHC Provider. Any requests for a refund of OSHC fees will need to be lodged with the OSHC Provider; and
- 5.12.2.6 additional fees and charges incurred during the student's studies and are as detailed in the *Letter of Offer and Written Agreement* with Stanley College. Where there is any change to Stanley College's published additional fees and charges, students will be informed via email prior to implementation of the change.

5.13 The following fees are non-refundable:

- 5.13.1 the application fee (the fee charged to all applicants to review their application and supporting documentation to enrol in a course of study.

### Applying for a Refund

5.14 All refund requests must be submitted in writing, 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](http://www.stanleycollege.edu.au). Verbal notifications to Stanley College staff or education agents are not accepted.

5.15 The date the refund application is received by Stanley College is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.

5.16 Refund and Cancellation applications will not be processed where the signature on the *Course Variation Application Form (CVAF)* 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.

### Outstanding Fees

5.17 In the 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..

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

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

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

Table 1 - Refund Calculation (General English)				
Stanley College calculates refunds of fees based on a TERM Fee (15 weeks study period including no holidays). For courses shorter than a Term, refunds will be calculated on the Course Fees.				
Reason for Refund / Cancellation	Notification Period		Refund	Cancellation Fee
Application for visa is unsuccessful	Before Term/Course Commences		Full refund less cancellation administration fee of \$250	\$250 cancellation administration fee
	After the Term/Course Commences	Enrolment less than 24 weeks	Full refund less Cancellation Fee	\$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis
		Enrolment more than 24 weeks		
<b>Student Default</b>  Student does not start the course on the agreed starting day (and does not withdraw)  Or  Student with a student visa withdraws  Or  Student is cancelled for non-payment of fees or breach of College’s rules or breach of student visa rules	More than 10 weeks before Term/Course commences	Enrolment less than 24 weeks	Full refund less <b>cancellation fee</b>	10% of a Term fee/Course fee
		Enrolment more than 24 weeks		
	More than 4 weeks and up to 10 weeks before Term/Course commences	Enrolment less than 24 weeks	70% of a Term fee/Course fee	30% of a Term fee/Course fee
		Enrolment more than 24 weeks		
	4 weeks or less before Term/Course commences	Enrolment less than 24 weeks	40% of a Term fee /Course fee	60% of a Term fee/ Course fee
		Enrolment more than 24 weeks		
	Enrolment less than 24 weeks After Term/Course commences		No Refund	100% of a Term/Course fee
	Enrolment more than 24 weeks After Term/Course commences			
Note: A student who has <b>paid</b> fees for more than two Terms in advance and withdraws during a Term and more than four weeks before the commencement of the following Term, would receive no refund of fees for the current Term, at least 70% of the following Term’s fees and a full refund of fees paid for any subsequent Term; less cancellation fees.				

## VET Students

5.21 The calculation applied for fees paid in advance is listed in Table 2 (VET).



## Refunds of Fees and Charges

### 5.22 Refunds for fees payable may include the following:

- 5.22.1 tuition fees (the fees payable to Stanley College for undertaking a course. The *Student Refund and Cancellation Policy – International Students (VET & ELICOS)* specifies the refund of tuition fees and Short Course/Workshops tuition fees only);
- 5.22.2 non-tuition fees, including but not limited to:
- 5.22.3 materials fee (includes the materials and resources required to complete 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. Printed resources are often provided as class-sets which students can borrow and use as reference when the unit is running. The Materials Fee is non-refundable if you cancel less than 4 weeks before the course commences);
- 5.22.4 administration fee (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 charge in the event the Student Visa Application is refused, and is non-refundable;
- 5.22.5 accommodation placement fee (optional), which 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;
- 5.22.6 accommodation fees (optional), which is only payable if a student requests Stanley College to arrange homestay accommodation. The fee is charged on a weekly basis. Please refer to Stanley College's *2018 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;
- 5.22.7 Overseas Student Health Cover (OSHC) insurance is compulsory and must be maintained throughout a student's 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 refer to the OSHC brochure and terms and conditions on Stanley College's website. The OSHC Fee included in the *Offer Letter* is based on Stanley College's OSHC provider's scheduled fee, which are subject to change each calendar year. Any variances are payable by the student on receipt of an invoice from the OSHC Provider. Any requests for a refund of OSHC fees will need to be lodged with the OSHC Provider; and
- 5.22.8 additional fees and charges incurred during the student's studies and are as detailed in the *Letter of Offer and Written Agreement* with Stanley College. Where there is any change to Stanley College's published additional fees and charges, students will be informed via email prior to implementation of the change.

### 5.23 The following fees are non-refundable:

- 5.23.1 the application fee (the fee charged to all applicants to review their application and supporting documentation to enrol in a course of study.

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## Applying for a Refund

5.24 All refund requests must be submitted in writing, 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](http://www.stanleycollege.edu.au). Verbal notifications to Stanley College staff or education agents are not accepted.

5.25 The date the refund application is received by Stanley College is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.

5.26 Refund and Cancellation applications will not be processed where the signature on the *Course Variation Application Form (CVAF)* 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.

## Outstanding Fees

5.27 In the case of a cancellation by the student or Stanley College, any outstanding fees to Stanley College become due within seven (7) days.

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

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

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

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**Table 2 - Refund Calculation (VET)**

Stanley College calculates refunds of fees based on a SEMESTER Fee (20 weeks study period plus 6 weeks holidays = 26 weeks). For courses shorter than a Semester, refunds will be calculated on the Course Fees.

Reason for Refund / Cancellation	Notification Period	Refund	Cancellation Fee
Application for visa is unsuccessful	Before Semester/Course Commences	Full refund less <b>cancellation administration fee</b> of \$250	\$250 cancellation administration fee
Application for visa is unsuccessful	After Semester/Course Commences	Full refund less <b>Cancellation Fee</b>	\$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis
<b>Student Default</b> Student does not start the course on the agreed starting day (and does not withdraw) Or Student with a student visa withdraws Or Student is cancelled for non-payment of fees or breach of College's rules or breach of student visa rules	More than 10 weeks before semester/course commences	Full refund less <b>cancellation fee</b>	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.

**Short Course/Workshop Tuition Fees:**

Short Course/Workshops Fees are the tuition fees payable to Stanley College for undertaking a short course, courses include:

1. Barista Workshop;
2. SITHFAB021 Provide responsible service of alcohol;
3. HLTAID011 Provide First Aid;

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.

**Special Circumstances**

5.31 Special circumstances may apply to an international student if Stanley College is satisfied that the circumstances comply with the circumstances outlined below in 5.39. The student must submit a written application for special circumstances together with a *Course Variation Application Form (CVAF)*, a *Refund Application Form* and supporting evidence.

5.32 Refunds under special circumstances are at the discretion of Stanley College and the following guidelines are applied in determining special circumstances.

5.33 Special circumstances include:

- 5.33.1 circumstances beyond the student's control, which is reasonably considered as not due to the student's action or inaction, either direct or indirect, and for which the student is not responsible and:
  - 5.33.1.1 were unusual for the student;
  - 5.33.1.2 made it impractical for the student to complete the requirements of the unit(s); and
  - 5.33.1.3 did not occur until on or after the Census Date for new international students for the unit(s); or
  - 5.33.1.4 where the circumstances occurred or existed before the Census Date for new domestic students, worsened or changed such that their full effect was not apparent to the student until after that date.
- 5.33.2 circumstances which make it impractical for a student to complete the requirements of the unit/s and may include (but are not limited to):
  - 5.33.2.1 medical circumstances that have changed to such an extent that the student is unable to continue studying, or new medical circumstances arose;
  - 5.33.2.2 family or personal circumstances such as death, significant medical issues, unforeseen financial difficulties, or other circumstances that are unreasonable to expect a person to continue their studies;
  - 5.33.2.3 employment related circumstances where the employment status or arrangements have changed so that the student is unable to continue their studies and this change is beyond their control (Employment related circumstances do not apply to students studying on a student visa);
  - 5.33.2.4 unit related circumstances where Stanley College has changed the unit offered, and the student is disadvantaged by either not being able to complete the unit, or not being given credit towards other unit(s); or
  - 5.33.2.5 extenuating circumstances of reasonable significance that interfere with the student's ability to meet a unit's requirements. This will be assessed on a case-by-case basis and may include, but not limited to, carers responsibilities, legal commitments, military service, accidents or natural disasters.

5.34 Special circumstances do not include:

- 5.34.1 lack of knowledge or understanding of this policy or government legislation;
- 5.34.2 failure to follow correct procedures; or
- 5.34.3 academic ability that was less than expected.

5.35 Students should ensure that their supporting documentation complies with Stanley College's requirements and may include any of the following forms of evidence:

- 5.35.1 an original document or certified copy by a Justice of the Peace or equivalent;
- 5.35.2 an original medical certificate that details the condition, where medical circumstances apply;
- 5.35.3 a statutory declaration, where relevant;
- 5.35.4 a detailed account of the circumstances or events that are relevant to the application, including specific dates, and demonstrates how it meets the special circumstances section of this policy;
- 5.35.5 an honest representation of the circumstances; and
- 5.35.6 other documentation requested by Stanley College.

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5.36 Supporting documents will need to be in English or translated and certified as an official translation from an official authority.

### **Payment of Refunds for International Students**

5.37 Refunds will be made within 28 days of submission of a completed *Course Variation Application Form (CVAF)* and *Refund Application Form*. Incomplete forms or applications without sufficient supporting documentation may cause delays in processing refunds.

5.38 Approved refunds will be paid:

5.38.1 to the student; or

5.38.2 a person nominated by the student.

5.39 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*.

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

5.41 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.

5.42 Refunds will be made within four (4) weeks after receipt of a written application, in accordance with the *ESOS Act* Section 47D (4).

5.43 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 outlining why the cancellation fee has been applied.

### **Appeals**

5.44 Students may seek a review of any decision related to a refund application by submitting an appeal to the Student Services Team.

5.45 If students are not satisfied with the reviewed decision, then they can lodge an external appeal, as set out in the *Student Complaints and Appeals Policy (VET & ELICOS)*.

5.46 This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take further action under Australia's Consumer Protection Laws, nor does it prevent the student from pursuing other legal remedies.

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## 6. Policy Information

Policy Area	Finance
Authorised Officer	Vice President VET
Supporting documents, procedures & forms of this policy	<i>Student Refund Procedure – International Students (VET &amp; ELICOS)</i> <i>Student Complaints and Appeals Policy (VET &amp; ELICOS)</i> <i>2018 Homestay Fee</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 Education Services for Overseas Students (ESOS) Act 2000 National Code of Practice for Providers of Education and Training to Overseas Students 2018 ELICOS Standards 2018 Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
Audience	Public