

1. Purpose

The purpose of this policy is to outline Pioneer College’s approach to managing refunds and to demonstrate how fees paid in advance are protected by Pioneer College.

Pioneer College Refund and Cancellation Policy is developed to ensure compliance in line with Standards 5.3, 7.3 Schedule 6 of the Standards for Registered Training Organisations 2015 and ESOS National Code Part D, Standard 2, 3.

Pioneer College will include in its Student Agreement information in relation to refunds of course Fees. This policy will also inform the student about the processes for claiming a refund. Pioneer College reserves the right to amend this policy at any time to ensure compliance with all relevant legislation and regulations.

2. Related Documents

Complaints and Appeals Policy
 Refund Request Form.

3. Related Legislation

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
 Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012

4. Scope

4.1 This policy applies to all students enrolled in Pioneer 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 Pioneer College.

5. Responsibility

5.1 The Supervisor, Student Services is responsible for the management of student refunds.

6. Definitions

ASQA	Australian Skills Quality Authority, the national VET regulator and the RTO’s registering body
Course	The program of study which leads to a qualification or reward
Course Commencement Date	The date the course or unit is due to start.
Course Completion Date	The date the course or unit is due to be completed.

Department of Home Affairs	Is a central policy agency, providing coordinated strategy and policy leadership for Australia's national and transport security, federal law enforcement, criminal justice, cyber security, border, immigration, multicultural affairs, emergency management and trade related functions
Education Agent	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).
ESOS Act	The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia
Exceptional circumstances	Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control.
Fees:	A total of tuition, materials, application and any other fees during the course of study
International Students	A student studying in Australia on an international student visa
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.
Materials Fee:	Covers the cost of learning materials and resources provided by Institute
PRISMS	Provider Registration and International Students Management System: the Australian Government database that provides Australian education providers with Confirmation of Enrolment facilities required for compliance with the ESOS legislation.
Provider default	The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines provider default as follows: A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if: (a) either of the following occurs: (i) the provider fails to start to provide the course to the student at the location on the agreed starting day; (ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and (b) the student has not withdrawn before the default day (c) the course is not provided in full to the student because a sanction has been imposed on Pioneer College or any other reason.
Refund:	An amount of fees paid by the student to Pioneer College, which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act (2012 Amendment), a refund may only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student).
Standards	Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework
Student Default:	The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows:

	<p>An overseas student or intending overseas student defaults, in relation to a course at a location, if:</p> <p>(a) 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</p> <p>(b) the student withdraws from the course at the location (either before or after the agreed starting day); or</p> <p>(c) 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:</p> <p>(i) 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;</p> <p>(ii) the student breached a condition of his or her student visa;</p> <p>(iii) Misbehavior by the student.</p>
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 Pioneer College.
Tuition fees	Covers the cost of providing the course of study and use of resources at Pioneer College. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including enrolment/enrolment fee, home stay booking fee, airport pick-up fee and costs related to equipment or training material purchases
Unused tuition fees:	Tuition fees paid by a student to the Institute and that are repayable to the student in any of the circumstances set out in this Agreement
TPS	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.
Withdrawal	Cessation of registration in a course or unit, initiated by a student after acceptance of the Offer Letter.

7. Policy Provisions

7.1 This policy aims to:

- 7.1.1 provide transparent processes for refunds of tuition fees, where applicable.
- 7.1.2 set out the circumstances where a full refund or a partial refund may apply.
- 7.1.3 set out the calculation of refunds in the event of a student or provider default.
- 7.1.4 ensure Pioneer College fully discharges responsibilities under compliance to all relevant legislation, including the Standards for Registered Training Organisations (RTOs) 2015, Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012, Education Services for Overseas Students (ESOS) Act 2000, the National Code 2018.

7.2 The *Refund and Cancellation Policy* is subject to regular review under Pioneer College's quality assurance process.

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

- 7.3.1 Enrolment fee.
- 7.3.2 tuition fees.
- 7.3.3 materials fee.
- 7.3.4 Overseas Student Health Cover (OSHC).

7.4 Student Default occurs when:

- 7.4.1 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).
- 7.4.2 The student failed to pay an amount he or she was liable to pay to the provider, directly or indirectly, in order to undertake the course.
- 7.4.3 The student breached a condition of his or her student visa.
- 7.4.4 Breach of Pioneer College Code of Conduct.

7.5 A provider default occurs when:

- 7.5.1 Pioneer College can no longer provide the course to the student at the location.
- 7.5.2 Pioneer College does not start the course at the location or on the agreed starting day.

7.6 Refunds after a Student Default

Pioneer College will calculate the refund of any unspent tuition fees as outlined within Table 1, as seen below.

7.7 Refunds after a Provider Default

- 7.7.1 In the unlikely event of a Pioneer College default, within 14 days of the default, Pioneer College will either offer you an alternative place at Pioneer College's expense, that is accepted by you in writing; or refund you the unused portion of the prepaid fees.
- 7.7.2 If Pioneer College is unable to provide a refund or place you in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place you in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Director.

7.8 Refunds of Fees and Charges

Refunds for fees payable may include the following:

- 7.8.1 Enrolment fee. As a matter of routine, the Enrolment fee is non-refundable.
- 7.8.2 Tuition Fee.
- 7.8.3 Material Fee. The Materials Fee is non-refundable if you cancel less than 4 weeks before the course commences.
- 7.8.4 Overseas Student Health Cover (OSHC).

7.9 Applying for a Refund

- 7.9.1 All Refund Requests must be submitted in writing, using the Refund Request Form which is available via the Pioneer College website www.pioneercollege.edu.au. Verbal notifications to Pioneer College staff or agents are not accepted.
- 7.9.2 The date the written notice is received by Pioneer College is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.
- 7.9.3 Where a refund is not due to a provider default, Pioneer College will make the payment of a refund within 28 days of receipt of the application. The refund will be deposited into the student's bank account, as nominated on the Refund Request Form.
- 7.9.4 No refunds will be paid to a third party (a person other than the student), unless directed by the student on the Application for Refund Form.
- 7.9.5 All refunds will be paid in Australian Dollars.

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Table 1 - Refund Calculation

Pioneer College calculates refunds of fees based on a SEMESTER Fee (20 weeks study period plus 6 weeks holidays = 26 weeks).

Reason for Refund	Notification Period	Refund	Cancellation Fee
Application for visa from overseas is unsuccessful	Before or after Semester/Course Commences	Full refund less enrolment fee and bank charges	Not applicable
Application for visa extension is unsuccessful	After Semester/Course Commences	Proportionate tuition fee refund less enrolment fee, bank charges and Cancellation Fee	\$ 250
Student Default Student with a student visa withdraws OR Student is cancelled for breach of Pioneer College's rules or breach of student visa rules	Before or After semester/course commences	No Refund on current semester tuition fees. Enrolment Fee and bank charges will be deducted.	
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, will receive a refund of 70% of the following semester's fees and a full refund of fees paid for any subsequent semester; less enrollment fees and bank charges.			

7.10 Outstanding Fees

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

7.10.2 Any costs incurred by Pioneer College to recuperate outstanding fees will be charged to the student.

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

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

7.11 Special Circumstances

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

7.11.2 Circumstances beyond the student's control, which are 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 were unusual for the student; and made it impractical for the student to complete the requirements of the unit(s).

7.11.3 Medical circumstances have changed to such an extent that the student is unable to continue studying.

7.11.4 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.

- 7.11.5 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).
- 7.11.6 Unit related circumstances where Pioneer 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).
- 7.11.7 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. For example, carer responsibilities, legal commitments, military service, accidents or natural disasters.
- 7.11.8 Special circumstances do not include:
 - lack of knowledge or understanding of this policy or government legislation.
 - failure to follow correct procedures.
- 7.11.9 Students should ensure that their supporting documentation complies with Pioneer College's requirements and may include any of the following forms of evidence:
 - an original document or certified copy by a Justice of the Peace or equivalent;
 - 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;
- 7.11.10 Supporting documents will need to be in English or translated and certified as an official translation from an official authority.

7.12 Payment of Refunds for International Students

- 7.12.1 Refunds will be made within 28 days of submission of a completed Refund Request Form. Incomplete forms or applications without sufficient supporting documentation may cause delays in processing refunds.
- 7.12.2 Approved refunds will be paid to the student; or a person nominated by the student.
- 7.12.3 Refunds will be made within 4 weeks after receipt of a written application, in accordance with the *ESOS Act* Section 47D (4).

7.13 Appeals

- 7.14.1 Students may seek a review of any decision related to a refund application by submitting an appeal to the Student Services Office within 28 working days of receiving the notice.
- 7.13.2 If students are not satisfied with the reviewed decision, then they can make an appeal to the Board of Directors or seek an external review, as set out in the *Complaints and Appeals Policy*.
- 7.13.3 If, after 28 working days from submission of appeal to a refund decision, the student has not been notified of an outcome, or if the student wishes to appeal the decision, the student may do so by following the procedures set out in the *Complaints and Appeals Policy*. Students have access to both internal and external appeals.
- 7.13.4 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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8 Policy Information

Authorised Officer	CEO or his appointed representative
Supporting documents, procedures & forms of this policy	Student Complaints and Appeals Policy Application for Refund Form Course Variation Application Form (CVAF)
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 Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
Audience	Public

9 Procedure

9.1 Application for a Refund – Student Defaults

- 9.1.1 All requests for refunds must be made using the Refund Request Form, attaching relevant documents. Forms to be sent to studentservices@pioneercollege.com.au.
- 9.1.2 The date on which the written application is received is the date used for the calculation of any refund
- 9.1.3 If a Student is applying for Special Circumstances, the student must submit a written statement addressing their Special Circumstances. The refund will be assessed by the Student Service Supervisor to ensure they meet the circumstances where a refund will be paid.
- 9.1.4 Students will be notified of the refund application decision within 14 working days of receipt of the application.
- 9.1.5 Refunds will be made within 28 working days of the submission of the refund application.
- 9.1.6 Refunds shall be made via banking ETF and shall be made in Australian Dollars.
- 9.4.2 If a refund has been paid to the student, the Student Service Supervisor will record the discharge of Pioneer College’s obligations within PRISMS, as per the Tuition Protection Service Act 2012.