

Refund Policy

1 SCOPE

This policy covers the refunds process for all fees payable for training services provided within Pal Education's scope of registration, in accordance with ESOS Act and the National Code.

2 PURPOSE

To provide for appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refunds process will allow students the option to disengage from training in a manner in which a negative impact may be negated or reduced, depending upon notification time frame.

Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

3 POLICY STATEMENT

Details concerning the scope of Pal Education Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

4 GENERAL RULES

- 4.1 The refund process reflects the commitment by Pal Education to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- 4.2 The date the written notice is received by Pal Education is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- 4.3 Refunds must be requested in writing to the RTO Manager of Pal Education. Verbal notification to Pal Education staff or agents is not valid.
- 4.4 Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature as shown on other documents provided by the student for admission to Pal Education.
- 4.5 The RTO Manager of Pal Education will request approval from the CEO for authorisation to process refund requests and if approved, arrange payment within 28 days.
- 4.6 Refunds will be paid in **Australian Dollars** into the nominated bank account.
- 4.7 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by Pal Education until the course start date.

- 4.8 All requests for refund will be processed on an individual basis, taking into account impact on follow on units /modules if applicable.
- 4.9 The term “commencement” in this policy refers to the first day of the first program attended by the student.
- 4.10 Issues with regard to payment are to be handled at the first available opportunity and directed to the RTO Manager of Pal Education. All Refund Requests and issued refunds are to be logged in the Refund Log.
- 4.11 In the event of visa refusal, the application/enrolment fee is not refundable. Refund on visa rejection will require a copy of notification from the Australian High Commission.
- 4.12 Tuition fees are refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course, if Pal Education is advised of the cancellation 28 days or more before course starts and prior to entering into Australia.
- 4.13 Student enrolled in packaged courses do NOT qualify for a refund once they commence their studies in Australia.
- 4.14 If the students have given misleading information to PPal Education and/or any Commonwealth Agencies of Australia, no refund will be given.
- 4.15 Pal Education will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- 4.16 No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- 4.17 Pal Education calculates refunds based on a Semester 20 weeks study period plus 6-week holidays = 26 weeks) or for AVI courses, a Unit Cluster/Phase.
- 4.18 Pal Education will give the student a refund statement that explains how the amount has been worked out.
- 4.19 In case of a cancellation by the student or Pal Education, any outstanding fees to Pal Education become due with 7 (seven) days.
- 4.20 Any costs incurred by Pal Education to recuperate outstanding fees will be charged to the student.
- 4.21 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 4.22 Pal Education will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 4.23 Provide the student in writing the resulting decision of Pal Education’s management.
- 4.24 Advise the student of their right to appeal the decision of Pal Education’s management.
- 4.25 The refund policy is subject to review at least once per year
- 4.26 Refunds will only be paid to the student or legal guardian of a student under 18. If a student has paid the fees to their agent, Pal Education will recover the paid fees and return to student.

- 4.27 Pal Education only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the RTO. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

Refunds resulting from Pal Education Default

In the unlikely event of Pal Education default, within 14 days of the default, Pal Education will:

- Either offer the student an alternative place at Pal Education's expense, that is accepted in writing;
OR
- Refund the student the unused portion of the prepaid fees.

If Pal Education is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

TABLE OF REFUNDS			
Type	Timeframe	Amount Refunded	Documents
VISA Refusal	At any time	All FEES minus the NON-REFUNDABLE application/enrolment fee of AUD \$250.00	Refund Request Proof of VISA Refusal
VISA Renewal Refusal	After the course has commenced	Student is required to pay for the UOC/S or Unit Clusters/Phases completed on a pro-rata basis	Refund Request Proof of VISA Refusal
VISA Removal for breach of conditions	At any time	Nil	Refund Request Proof of VISA Refusal
Withdrawal, Transfer or Enrolment Cancellation	Greater than 28 days before commencement of the course or unit cluster/phase	All fees minus the non-refundable application/enrolment fee of AUD \$250.00 minus Agent Commissions Paid.	Refund Request Letter of Offer DSC Form
	Less than 28 days before commencement of the course or unit cluster/phase	50% of Course fee. minus application/enrolment fee of AUD \$250.00, minus any Agent Commissions Paid	Refund Request Letter of Offer DSC Form
	After the course or unit cluster/phase has commenced	Nil	Nil
Default by Pal Education	At any tim	Full Refund	Nil

5 RESPONSIBILITIES

The RTO Manager of Pal Education is responsible for ensuring compliance with this policy. RTO Manager of Pal Education will process refund requests, if approved by the CEO, and arrange refund payment within 28 days.

The Pal Education Access & Equity Policy applies. (See Access & Equity Policy)

All documentation from refund processes shall be maintained in accordance with Records Management Policy. (See Records Management Policy)

All Refund practices are monitored by the RTO Manager of Pal Education and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

Role within RTO	Area of responsibility
CEO	Approval Authority
RTO Manager	Development/Review
RTO Manager	Monitoring and Evaluation
RTO Manager	Compliance
Administration/ Student Support Officer	Implementation

6 RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as ‘the National Code 2018’ Standards
- Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3 and standard 7 clause 7.2
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

7 RELATED POLICIES, PROCEDURES AND DOCUMENTS

- Fees and Charges Policy
- Deferral Suspension Cancellation Policy
- Complaints & Appeals Policy
- Complaints & Appeals Procedure
- Academic Misconduct and Cancellation Form

Note: CEO of Pal Education provides full authority to RTO Manager to deal with all matters relevant with compliance and RTO management.