



## Refunds

When an applicant accepts a place offered by Westminster College and pays the fees, it means a binding contract is created between the student and Westminster College.

Notification of cancellation/withdrawal from unit/s of competency, withdrawal or deferral from a course of study must be made in writing to Westminster College.

In the case of cancellation/withdrawal, the cancellation fee will be calculated as shown at Table 1.

Westminster College will include in a written agreement (enrolment/application form) the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and provider default:

- a) Amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider);
- b) Processes for claiming a refund;
- c) A plain English explanation of what happens in the event of a course not being delivered; and
- d) A statement that “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”.

### **A total or partial refund is applicable when:**

#### **Westminster College default**

This policy applies to an overseas student or an intending overseas student in relation to a course if:

- a) The course does not start on the agreed starting day; or
- b) The course ceases to be provided at any time after it starts but before it is completed; or
- c) The course is not provided in full to the student because a sanction has been imposed on the registered provider under part 6; or
- d) And the student has not withdrawn before the default day.

#### **Student Default**

This policy also applies to an overseas student or an intending overseas student in relation to a course if:

- a) the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- b) the student withdraws from the course (either before or after the agreed starting day); or
- c) the registered provider of the course refuses to provide, or continue providing, or provide progress documentation for a course to the student because of one or more of the following events:
  - 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;
  - ii. the student breached a condition of his or her student visa;
  - iii. misbehaviour by the student.



Westminster College will make a refund in Australia Dollars only and within four (4) weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined on the Enrolment/Application Form – this forming the written agreement with the registering student.

All refund considerations will be strictly limited to the total of monies which Westminster College has actually received. The refund calculation will not include:

1. Application/enrolment fees are non-refundable;
2. If a student notifies Westminster of their intention to withdraw from individual units or a program before their original start date then they will be eligible to receive a refund minus a \$250 administration charge/application fee;
3. Registration/processing fee;
4. No refunds will be given for notification of withdrawal which occurs after the start of the program. The exception to this is noted in paragraph five (5).
5. Once training has commenced in the course e.g. Diploma of Accounting, no refund is available to participants who leave before finalising the course unless the student can provide a medical certificate or show extreme personal hardship. In that case, fees may be refunded on a pro-rata basis, minus the administrative fee/deposit. However, should participants wish to resume their studies at a later date, the original fee payment can be used as credit towards that course within twelve months of initial payment. Refund requests should be made in writing.
6. The part of expenses for travel, bank charges, accommodation and other domestic services that cannot be offset by providing the services to someone else;
7. The cost of books, equipment and other materials needed for the course;
8. Proportion of course money received for the proportion of the course provided to the student before the default date;
9. If a student notifies Westminster of their intention to withdraw before the original start date and are eligible for a refund as per paragraph three (3) above, then the refund will be paid within four (4) weeks of Westminster receiving your request for refund.
10. No academic penalty will be incurred if a student notifies Westminster of their intention to withdraw from individual units or a program before the end of week four (4) of the semester.
11. All fees and charges are payable upon invoice and will cover a period of the impending six (6) months. Students may be precluded from sitting exams, receiving results or attending classes if tuition fees are not paid by the date specified on the invoice.
12. Any refund will be paid to the person or entity that originally paid the course fees and, where possible, in Australia Dollars only.
13. In the case of provider default, refunds cannot be covered by a written agreement. Such situations are covered by the ESOS Act 2000 and the ESOS Regulations 2001.
14. Fees may be subject to change without notice.

In all circumstances Westminster College will provide a statement and an explanation of how the refund was calculated and make fully available access to Westminster College Grievance Policy. This agreement and the availability of Westminster College complaints and appeals process, does not remove the right of the student to take action under Australia's consumer protection laws.



## Refund Circumstances

Refund Circumstances	Refund Amount
If a student's visa application is rejected before commencement, and the DIBP official rejection advice is provided to Westminster College	Refund equal to 100% of the tuition fees less enrolment fee of \$250
If written notice of cancellation of enrolment is received by Westminster College at least 4 weeks prior to Course commencement date	Refund equal to 80% of the tuition fees less enrolment fee of \$250
If it is received prior to, but less than 30 days before the Course commencement date	Refund equal to 50% of the tuition fees less enrolment fee of \$250
If a student cancels enrolment on or after the Course commencement date	No refund of the tuition fees and enrolment fee of \$250