

CANCELLATION AND REFUND POLICY AND PROCEDURE

1. Purpose

- 1.1. This policy outlines the circumstances under which students are eligible for fee refunds and the amounts refundable in such cases.
- 1.2. This policy has been developed in line with the requirements of The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, the Education Services of Overseas Students Act 2000 (ESOS Act 2000), Standards for Registered Training Organisations (RTOs) 2015.

2. Scope

- 2.1. This policy applies to any prospective, commencing or returning students enrolling in any course/s at DNA Kingston Training.

3. Statement

- 3.1. Once an applicant accepts a place offered by DNA Kingston Training and pays fees, a binding contract is created between the student and DNA Kingston Training.
- 3.2. A student may cancel their enrolment in a unit of study or course at any point in time. A student may be subject to a cancellation charge as outlined in Section 4 - Refund tables.
- 3.3. For the purposes of this policy, cancellation charges for withdrawal from program will be based on semester fees which are defined as one full-time semester (two terms) of study in any program at DNA Kingston Training.
- 3.4. Notification of withdrawal from a unit of study or course must be made in writing to DNA Kingston Training within 2 weeks of the official withdrawal date. A Refund Request Form is available on our [Website](#) or by contacting admin@dnakingstontraining.edu.au or phone 1300 855 503. Verbal notification to DNA Kingston Training staff or Education Agents are not acceptable.
- 3.5. Refund Request Form can be submitted by email or in person to our head office. Requests must be signed by the student. Where a student under the age of 18, the form must be signed by a Parent or Guardian.
- 3.6. Where the student is entitled to a refund of fees under this policy, the refund will be paid within 4 weeks of receiving a written (or online) request from the student and subsequent to all relevant details being supplied.
- 3.7. Refunds will only be made by direct deposit (electronic funds transfer) into a bank account nominated by the student on the Refund Request form, or, where fees were paid by credit card, by issuing a credit to the same credit card.
- 3.8. Refunds will be paid in Australian dollars to the person who entered into the contract with the institution (normally the student), unless that person gives a written direction to the institution to pay the refund to another person or body.

- 3.9. Students are entitled to a full refund of fees and charges where:
- The course does not start on the agreed starting day;
 - A course/qualification or module/unit of competency is cancelled;
 - A student is not given a place due to maximum number of places being reached;
 - The course is not provided in full to the student because a sanction has been imposed on the registered provider under part 6 (ESOS Act)
- 3.10. A student who is required to enrol in their next program or course but has registered an appeal and is waiting a determination, will be refunded 100% of the fees if the appeal is not upheld through the internal or external appeal process.
- 3.11. International students granted Permanent Residency (PR) in Australia may become eligible for domestic student tuition fees. The student must provide original documentation to prove PR status together with a complete Change of Status form to admin@dnakingstontraining.edu.au. The domestic student fees may apply to:
- If the PR grant documentation is received by the college within the first 4 weeks of the current semester commencement date, local fees will apply for the current semester and any future semesters, courses, or qualification the student is enrolled at DNA Kingston Training,
 - If the PR grant documentation is received by the college after the first 4 weeks of the current semester commencement date, the current semester fees will stand at the agreed amount and local fees will apply for future semesters, courses, or qualification the student is enrolled at DNA Kingston Training.
- 3.12. In the event of a provider default, the College will compensate the overseas student within 14 days of the default day by either:
- Arranging for the student to be offered a place in an alternative program at college expense and the student accepts the offer in writing; or
 - Providing a refund as stipulated in the Fee Refund Schedule.
- 3.13. A student who fails to attend the college for more than 3 consecutive week and fails to notify the college in writing about the non-attendance, will be deemed to have withdrawn from their program. Cancellation charges will be applied effective of the last day of attendance.
- 3.14. Refunds will be assessed in accordance with the refund policy that applies at the time the completed refund form has been submitted.
- 3.15. Students who are not satisfied with any decision on any refund application may register a complaint in accordance with the Complaints and Appeals Policy.

4. Refund tables

4.1. International Students:

Reason and Notification Period	Cancellation Fee
Visa refusal (proof of refusal necessary, for example, letter of visa rejection from Australian embassy, (Dept Home Affairs)	Full refund, less \$300 cancellation fee
Commencing student who fails to meet a condition of their enrolment which prevents them from enrolling in their course	Full refund, less \$500 cancellation fee
Commencing International student's visa is revoked for breach of visa conditions	Refer to "Withdrawal from a course" prior to commencement of classes below
International Student withdraws from course or units due to exceptional circumstances deemed by the College as compelling or compassionate grounds	At the discretion of the College

Notification received prior to commencement of classes in any semester:

Reason and Notification Period	Cancellation Fee
Withdrawal from course	
More than 10 weeks	A\$500 cancellation fee
More than 4 weeks and up to 10 weeks	30% of semester fees +A\$500 cancellation fee
4 weeks or less	60% of semester fees +A\$500 cancellation fee

Notification received after commencement of classes in any semester:

Reason and Notification Period	Cancellation Fee
Withdrawal from single unit	
Weeks 1 to 4	No penalty
Week 4 to Week 13	100% of course fee
Withdrawal from course	
Weeks 1 to 4	70% of semester fees +A\$500 cancellation fee
After Week 4	100% of semester course fee
Enrolment is cancelled due to gross or serious misconduct by the student	100% of semester course fee

4.2. Australian Citizen or Permanent Resident Students

Reason and Notification Period	Cancellation Fee
Withdrawal from single unit	
Weeks 1 to 4	No penalty
After Week 4	No refund and liability for any outstanding tuition fees.
Withdrawal from course	
Prior to commencement of study	No penalty
Weeks 1 to 4 after commencement	A\$500 cancellation fee
After Week 4 after commencement	100% of semester program fee
Enrolment is cancelled due to gross or serious misconduct by the student	100% of semester course fee
Student withdraws from course or units due to exceptional circumstances deemed by the College as compelling or compassionate grounds	At the discretion of the College

4.3. Publicly Funded Australian Citizen


Reason and Notification Period	Cancellation Fee
Unit is cancelled or re-scheduled to a time unsuitable to the student	No penalty
Student is not given a place due to maximum number of places being reached.	No penalty
Student withdraws from course or units due to exceptional circumstances deemed by the College as compelling or compassionate grounds	Pro Rata refund at the discretion of the College
Withdrawal from a unit(s) (courses below Diploma level)	
Before 20% of unit completed	50% of resource fee (no penalty for course fees)
After 20% of unit completed	No refund and liability for any outstanding fees
Withdrawal from a unit(s) (courses Diploma level or above)	
Before 20% of unit completed	No penalty
After 20% of unit completed	No refund and liability for any outstanding fees
Enrolment is cancelled due to gross or serious misconduct by the student	No refund and liability for any outstanding fees

5. Procedure

- 5.1. Details of all refunds will be retained for audit purposes.
- 5.2. A record of the decision in relation to the refund request will be put in writing and sent to the student (or parent /guardian for students under 18 years of age)
- 5.3. A copy of the request for refund and outcome will be placed in the student file.
- 5.4. Where a student is entitled to a refund of fees under this policy, the refund will be paid within four (4) weeks of receiving the written request.
- 5.5. Where a student is entitled to a refund of fees arising from “provider default”, the refund will be paid within 2 weeks of the date of the provider default.
- 5.6. Refunds will be paid in Australian dollars to the person who entered into the contract with the institution (normally the student), unless that person gives a written direction to the institution to pay the refund to another person or body.
- 5.7. Prior to commencing their course, and subject to approval, students may apply in writing to defer their course commencement to a later date. DNA Kingston Training will credit any fees paid to the agreed future date, without penalty.

6. Administration

- 6.1. This policy and related documentation is accessible by students on the DNA Kingston Training website.
- 6.2. Staff will be advised of this policy and related procedures via email and staff information sessions.

Kingston Training and Employment Pty Ltd  Provider No: 6811 CRICOS Provider No: 02899B	
Policy Title	Cancellation and Refund Policy and Procedure
Policy Renewal	Every 2 years
Responsibility	College Manager

Record of updates and changes

Version No.	Issue Date	Nature of Amendment
Version 09	Oct 2015	Merge Local and International student policy
Version 10	Sept 2018	Revised tables
Version 11	March 2019	Changes to format & Latest standards updated
Version 12	July 2022	General review and changes to publicly funded
Version 13	November 2022	Adjustment to refunds for visa refusals