



Student Refund and Cancellation Policy – International Students (VET)

1. Purpose

1.1 This policy outlines DNA Kingston Training requirements for the refund of course fee charges and payments for international students.

2. Scope

2.1 This policy applies to international students enrolled in VET courses at DNA Kingston Training. It applies to the refund of the unused portion of tuition fees, which have been paid in advance.

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 Director

4. Definitions

<i>Appeal</i>	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"> • student misconduct • refused transfer requests • course progress • student enrolment cancellation.
<i>Australian Consumer Law</i>	A national law guaranteeing consumer rights when buying goods and services to ensure false or misleading information is not provided. Education Services provided by DNA Kingston Training is covered by Australian Consumer Law.
<i>Course Commencement Date</i>	The date the student commenced the course for the first time, as stated within the student's offer letter.

Course Completion Date	The date the student completed the course requirements, which may conclude at the end of classes, work-based training and/or examinations.
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).
ELICOS Standards 2018	The English Language Intensive Courses for Overseas Students (ELICOS) Standards 2018, established pursuant to subsection 176B(1) of the ESOS Act.
ESOS Act	The <i>Education Services for Overseas Students Act 2000</i> of the Commonwealth of Australia.
International Student	A student studying in Australia on a student visa issued by DoHA.
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.
Offer Letter	An offer for admission into a DNA Kingston Training course. Some offers may include conditions placed on the admission, which may include pre-requisites.
Provider Default	Provider default occurs if DNA Kingston Training fails to provide a course or ceases to provide a course to international students.
Standards for RTOs 2015	The Standards for Registered Training Organisations (RTOs) 2015, which sets out the requirements a RTO must meet when providing Vocational Education Training (VET) courses.
Student Default	A student default occurs when a student: <ul style="list-style-type: none"> • did not start on the agreed start date • withdraws from study • did not pay the amount required • misbehaves • breaches visa conditions.
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 DNA Kingston Training.
TPS Director	The TPS Director is appointed by the Minister and oversees the operation of the TPS.
Tuition Protection Service (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.
VET	Vocational Education and Training.

Withdrawal	Cessation of registration in a course or unit, initiated by a student after enrolment.
Semester	Is equal to two Terms (average 20 weeks) plus break periods

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 DNA Kingston Training 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.

5.2 The *Student Refund and Cancellation Policy – International Students (VET)* is subject to regular review under 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 application fee;
- 5.3.2 tuition fees;
- 5.3.3 resource fee;

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 Code of Conduct (for example, disciplinary reasons and misbehaviour).

5.5 A provider default occurs when DNA Kingston Training:

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

Refunds after a Student Default

5.6 DNA Kingston Training will calculate the refund of any unspent tuition fees as outlined within Table 2 (VET), as seen below.

Refunds after a Provider Default

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

- 5.7.1 offer the student/s an alternative place at the college 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, DNA Kingston Training will calculate the cancellation fee in accordance with Table 2 (VET).

5.9 If DNA Kingston Training 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 DNA Kingston Training in the event of a provider default will be paid to the student/s within 14 days of a written application is received.

Refunds of Fees and Charges

5.12 Refunds for fees payable may include the following:

- 5.12.1 the application fee (the fee charged to all applicants to review their application and supporting documentation to enrol in a course of study. The Application Fee is nonrefundable);
- 5.12.2 tuition fees (the fees payable to DNA Kingston training for undertaking a course. The *Student Refund and Cancellation Policy – International Students (VET)* specifies the refund of tuition fees only);
- 5.12.3 resource fee (includes the materials and resources required to complete your course. We endeavour to have a Sustainable policy. The Materials / resource Fee is non-refundable if you cancel less than 4 weeks before the course commences);
- 5.12.4 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);
- 5.12.5 additional fees and charges incurred during the student's studies and are as detailed in the *Written Agreement* with DNA Kingston Training. Where there is any change to the College's published additional fees and charges, students will be informed via email prior to implementation of the change.

Applying for a Refund

- 5.13 All refund requests must be submitted in writing, using the *Course withdrawal Form* and the *Refund Application Form*, both of which are available at Administration or via the Web site www.dnakingstontraining.edu.au. Verbal notifications to DNA Kingston Training staff or education agents are not accepted.
- 5.14 The date the refund application is received by DNA Kingston Training is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.
- 5.15 Refund and Cancellation applications will not be processed where the signature on the *Course Withdrawal Form* and/or *Refund Application Form* does not match the student's signature as shown on other documents provided by the student for admission to DNA Kingston Training.

Outstanding Fees

- 5.16 In the case of a cancellation by the student or DNA Kingston Training, any outstanding fees to the College become due within seven (7) days.
- 5.17 Any costs incurred by DNA Kingston Training to recuperate outstanding fees will be charged to the student.
- 5.18 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 5.19 DNA Kingston Training will not release any testamurs/awards to students until outstanding course fees have been paid in full.

VET Students

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

Refunds of Fees and Charges

- 5.21 Refunds for fees payable may include the following:
- 5.21.1 the application fee (the fee charged to all applicants to review their application and supporting documentation to enrol in a course of study. The Application Fee is nonrefundable);
 - 5.21.2 tuition fees (the fees payable to DNA Kingston Training for undertaking a course. The *Student Refund and Cancellation Policy – International Students (VET)* specifies the refund of tuition fees and Short Course/Workshops fees only);
 - 5.21.3 Short Course/Workshops Fees are the fees payable to DNA Kingston Training for undertaking a short course, which may include topics:
 - Provide first aid, Manual Handling, Individual support, Infection Control, white card, Aging support.

- 5.21.4 materials fee (includes the materials and resources required to complete your course at, we endeavour to have a Sustainable policy. The Materials Fee is non-refundable if you cancel less than 4 weeks before the course commences);
- 5.21.5 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;
- 5.21.6 additional fees and charges incurred during the student's studies and are as detailed in the *Written Agreement* with DNA Kingston Training. Where there is any change to the College's published additional fees and charges, students will be informed via email prior to implementation of the change.

Applying for a Refund

- 5.22 All refund requests must be submitted in writing, using the *Course Withdrawal Form* and the *Refund Application Form*, both of which are available at Administration or via DNA Kingston Training web site. Verbal notifications to DNA Kingston Training staff or education agents are not accepted.
- 5.23 The date the refund application is received by DNA Kingston Training is the date used for the calculation of the refund for the 'unspent' portion of the student's tuition fees.
- 5.24 Refund and Cancellation applications will not be processed where the signature on the *Course withdrawal Form* and/or *Refund Application Form* does not match the student's signature as shown on other documents provided by the student for admission to DNA Kingston Training.

Outstanding Fees

- 5.25 In the case of a cancellation by the student or DNA Kingston Training, any outstanding fees to the College become due within seven (7) days.
- 5.26 Any costs incurred by DNA Kingston Training to recuperate outstanding fees will be charged to the student.
- 5.27 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 5.28 DNA Kingston Training will not release any testamurs/awards to students until outstanding course fees have been paid in full.

Table 2 - Refund Calculation (VET)			
DNA Kingston Training 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 cancellation administration fee of \$250	\$250 cancellation administration fee
Application for visa is unsuccessful	After Semester/Course Commences	Full refund less Cancellation Fee	\$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis
Student Default Student with a student visa withdraws Or Student is cancelled for breach of College's rules or breach of student visa rules	More than 10 weeks before semester/course commences	Full refund less cancellation fee	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
<p>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.</p>			
<p>Short Course/Workshop Tuition Fees: In the case of a cancellation by the student, DNA Kingston Training requires at 7 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 7 working days' notice is given.</p>			

Special Circumstances

5.29 Special circumstances may apply to an international student if DNA Kingston Training 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 an *Application for Withdrawal Form*, and *Refund Application Form* and supporting evidence.

5.30 Refunds under special circumstances are totally at the discretion of DNA Kingston Training and the following guidelines are applied in determining special circumstances.

5.31 Special circumstances include:

5.31.1 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:

5.31.1.1 were unusual for the student;

5.31.1.2 made it impractical for the student to complete the requirements of the unit(s)

5.31.2 circumstances which make it impractical for a student to complete the requirements of the unit/s and may include (but are not limited to):

5.31.2.1 medical circumstances that have changed to such an extent that the student is unable to continue studying, or new medical circumstances arose;

5.31.2.2 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;

5.31.2.3 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);

5.31.2.4 unit related circumstances where DNA Kingston Training 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

5.31.2.5 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.

5.32 Special circumstances do not include:

5.32.1 lack of knowledge or understanding of this policy or government legislation;

5.32.2 failure to follow correct procedures; or

5.32.3 academic ability that was less than expected.

5.33 Students should ensure that their supporting documentation complies with DNA Kingston Training requirements and may include any of the following forms of evidence:

5.33.1 an original document or certified copy by a Justice of the Peace or equivalent;

5.33.2 an original medical certificate that details the condition, where medical circumstances apply;

5.33.3 a statutory declaration, where relevant;

5.33.4 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;

5.33.5 an honest representation of the circumstances; and

5.33.6 other documentation requested by DNA Kingston Training.

5.34 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


- 5.35 Refunds will be made within 28 days of submission of a completed *Application for Withdrawal Form* and *Refund Application Form*. Incomplete forms or applications without sufficient supporting documentation may cause delays in processing refunds.
- 5.36 Approved refunds will be paid:
- 5.36.1 to the student; or
 - 5.36.2 a person nominated by the student.
- 5.37 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*.
- 5.38 All refunds will be paid in Australian Dollars to the applicant's bank account unless otherwise requested by the student in writing.
- 5.39 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 DNA Kingston Training bank.
- 5.40 Refunds will be made within four (4) weeks after receipt of a written application, in accordance with the *ESOS Act* Section 47D (4).
- 5.41 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 *Statement of Cancellation* clearly outlining why the cancellation fee has been applied.

Appeals

- 5.42 Students may seek a review of any decision related to a refund application by submitting an appeal to the Student Services Team.
- 5.43 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)*.
- 5.44 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.

6. Policy Information

Policy Area	Finance
Authorised Officer	Director
Supporting documents, procedures & forms of this policy	<i>Student Refund Procedure – International Students (VET)</i> <i>Student Complaints and Appeals Policy (VET)</i> <i>Written Agreement</i> <i>Offer Letter</i> <i>Course Withdrawal Form</i> <i>Refund Application Form</i>
	<i>Statement of Refunds</i> <i>Statement of Cancellation</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 Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
Audience	International students

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

Record of updates and changes

Version No.	Issue Date	Nature of Amendment
Version 01	19 th May 2023	New version of policy and procedure developed for Refunds and Cancellations – older versions have been archived.