



# Refund Policy

## 1 SCOPE

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

## 2 PURPOSE

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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.

Details concerning the scope of Unity School Pty Ltd 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.

## 3 POLICY STATEMENT

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## 4 GENERAL RULES

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- 4.1 The refund process reflects the commitment by Unity School Pty Ltd 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 Unity School Pty Ltd 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 Administration Manager of Unity School Pty Ltd. Verbal notification to Unity School Pty Ltd staff or agents are 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 Unity School Pty Ltd.
- 4.5 The Administration Manager of Unity School Pty Ltd will process refund requests and if approved, arrange payment within 14 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 Unity School Pty Ltd 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 Compliance Manager of Unity School Pty Ltd. 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 (\$250) is not refundable. Refund on visa rejection will require a copy of notification from the Australian High Commission. Airport pick up fee is refundable if a visa is refused.
- 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, Unity School Pty Ltd if 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 student has given misleading information to an Unity School Pty Ltd approved agent, Unity School Pty Ltd and/or any Commonwealth Agencies of Australia, no refund will be given.
- 4.15 All refunds will be payable in the same currency in which fees were paid. Unity School Pty Ltd 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 Unity School Pty Ltd calculates refunds based on a SEMESTER fee (20 weeks study period plus 6-week holidays = 26 weeks).
- 4.18 Unity School Pty Ltd 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 Unity School Pty Ltd , any outstanding fees to Unity School Pty Ltd become due with 7 (seven) days.

- 4.20 Any costs incurred by Unity School Pty Ltd 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 Unity School Pty Ltd 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 Unity School Pty Ltd's management.
- 4.24 Advise the student of their right to appeal the decision of Unity School Pty Ltd 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, Unity School Pty Ltd will recover the paid fees and return to student.
- 4.27 Unity School Pty Ltd 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 Unity School Pty Ltd Default**

In the unlikely event of Unity School Pty Ltd default, within 14 days of the default, Unity School Pty Ltd will:

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

If Unity School Pty Ltd 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](http://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.





## 5 RESPONSIBILITIES

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The CEO/PEO, Unity School Pty Ltd is responsible for ensuring compliance with this policy. Administration Manager of Unity School Pty Ltd will process refund requests, if approved, AND arrange refund payment within 28 days.

The Unity School Pty Ltd Access & Equity Policy applies. (See Access & Equity Policy)

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

All Refund practices are monitored by the CEO/PEO, Unity School Pty Ltd and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

Role within RTO	Area of responsibility
<b>CEO</b>	Approval Authority
<b>Compliance</b>	Development/Review
<b>CEO/Compliance</b>	Monitoring and Evaluation
<b>CEO/Compliance</b>	Compliance
<b>Accounts</b>	Implementation

## 6 RELATED LEGISLATION AND REGULATIONS

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- 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

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