

REFUND POLICY (DOMESTIC/ONLINE/DISTANCE EDUCATION STUDENTS)

PAYMENT OF FEES

All fees must be paid prior to the commencement of the course or as per an agreed payment plan accepted in writing by the student. All ongoing fees must be paid as invoiced for the course. All fees are payable in Australian dollars.

Students will not be permitted to commence or continue their course until all outstanding fees have been paid. Protea College reserves the right to cancel a student's enrolment for non-payment of fees, where fees are overdue by more than 14 days.

Protea College reserves the right to change fees at any time, subject to the relevant authority's approval.

REFUND POLICIES

Refund of course fees will only be granted in accordance with the refund policies set out below.

Application fees are non-refundable under any circumstances, except in the unlikely circumstances where Protea College is unable to provide the course.

1. REFUND POLICY FOR FULL-FEE PAYING STUDENTS

Refund of course fees for full-fee paying students will only be granted in accordance with the refund policy set out below.

1.1. FULL REFUND

Protea College has a fee refund policy for situations where special circumstances exist. We will make a full refund of course fees paid in the following circumstances:

- **Provider Default**
 - In the unlikely event that Protea College is unable to deliver your course in full, you will be offered a refund of all the course fees you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course by Protea College at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.
 - Protea College reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, if necessary. In such circumstances, if the course is postponed by more than four weeks, and if a student is unable to enrol in a similar course at Protea College all fees will be refunded within 14 days.
- **Student Withdraws/ Cancels Enrolment**

If the student withdraws from, or cancels their enrolment in writing within 7 days from the date of enrolment, any pre-paid fees, less \$200 Administration fee will be refunded.

The 'date of enrolment' is the date noted on the confirmation of enrolment email sent to the student. In effect, the student has a 7-calendar day cooling-off period.

1.2. NO FEE REFUND

If a student withdraws from or cancels a program or course from 7 calendar days after the date of enrolment, Protea College will not refund any of the fees paid for that unit, program or course semester.

The 'date of enrolment' is the date noted on the confirmation of enrolment email sent to the student. In effect, the student has a 7-calendar day cooling-off period.

2. REFUND POLICY FOR CERTIFICATE III GUARANTEE (C3G) STUDENTS

Refund of C3G Student Co-contribution Fees will only be granted in accordance with the refund policy set out below.

2.1. FULL REFUND

Protea College has a fee refund policy for situations where special circumstances exist. We will provide a full refund of Student Co-contribution Fees paid in the following circumstances:

- Funding Application Withdrawn/Rejected
 - A full refund of the co-contribution fees is permitted if the funding application is withdrawn or it is determined that the applicant is not eligible for funding.
- Provider Default
 - In the unlikely event that Protea College is unable to deliver your course in full, you will be offered a refund of all the course fees you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.
 - Protea College reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, if necessary. In such circumstances, if the course is postponed by more than four weeks, and if a student is unable to enrol in a similar course at Protea College all fees will be refunded within 14 days.

2.2. PARTIAL REFUND

Protea College will provide a partial refund of Student Co-contribution Fees paid in the following circumstances:

- Units that have been issued the below result type will attract a refund of 100% of the total Co-contribution Fee for that unit:
 - *Withdrawn (Not Started)*
- Units that have been issued the below result type will attract a refund of 50% of the total Co-contribution Fee for that unit:
 - *Withdrawn (After Commencement)*

2.3. NO FEE REFUND

- No refund of Co-contribution Fees will be permitted if the student's funding application has been processed and it is determined that the student is eligible for funding.
- Units that have been issued the below result types will not attract any refund amount:
 - *Competent*
 - *Recognition of Prior Learning*

REFUND PROCESSES

Claiming a Refund

All applications for refunds in accordance with this Refund Policy must be made in writing by completing an 'Application for Refund Form' (available from the Protea College Administration team) and submitted to the Enrollment Officer. Prospective students who are overseas should contact Student Administration.

Approval of Refund

All refunds must be approved by the Chief Executive Officer (CEO). Exemptions to any of the abovementioned cases may only occur where the student has extenuating, or compassionate grounds as determined by the CEO.

Payment of Refund

All refunds for which a student is eligible will be forwarded to the bank account nominated in writing by the student, within 28 days of approval. Protea College will provide the student with a statement detailing the calculation of the refund.

Appeals

Please refer to Protea College's 'Complaints and Appeals Policy' if you wish to appeal the decision related to your refunds.

NOTE: *"This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the right of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies".*