

REFUND POLICY (INTERNATIONAL 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. Any cancellation of enrolment due to non-payment of fees will be reported to the Department of Home Affairs ("DHA") as prescribed under Section 19 of the Education Services for Overseas Students Act 2000 (ESOS Act).

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

NON-PAYMENT OF FEES AND DEBT COLLECTION FOR ALL STUDENTS

Students are required to pay all their course fees as they become due (as per the conditions outlined in the enrolment documentation). Delays in payments incurs a late fee fine. Ongoing delays in payment of College fees may result in cancellation of enrolment. Please refer to the 'Deferment, Suspension and Cancellation Policy' for details.

The College reserves the right to utilise the services of a debt-collection agency for the collection of overdue fees, in circumstances where the College's internal processes to collect the fees have not been successful. In such circumstances, costs for full debt collection/recovery, including costs such as demand letters, skip/trace, solicitor's involvement etc. will be added to the amount outstanding and the student will be liable for the costs.

REFUND POLICY

Refund of the fees will only be granted in accordance with the refund policy 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.

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 (less administration and application fee charge) in the following circumstances:

- Visa Not Granted
 - Application for a Student Visa is unsuccessful: In this case Protea College College, reserves the right to charge a Cancellation Fee of AUD\$500. Refund of any balance of pre-paid Tuition Fees will be made within 14 days. A request of refund in writing and proof of visa refusal, from the Australian Government must be sent to Protea College College upon visa refusal.
- Provider Default
 - In the unlikely event that Protea College is unable to start your course on the agreed starting date, you will be offered a full refund of all the course money you have paid to date. The refund will be paid to you within 14 days from 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 the unspent 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.
 - In the unlikely event that Protea College is unable to deliver your course in full, you will be offered a refund of all the unspent course money you have paid to date. The refund will be paid to you within 14

days from 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 the unspent 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.

- If Protea College is unable to provide a refund or place you in an alternative course the Australian Government’s Tuition Protection Service (TPS) will assist you with your placement in an alternative course or manage any applicable refunds.
- 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. The TPS ensures that international students are able to either:
 - complete their studies in another course or with another education provider or
 - receive a refund of their unspent tuition fees
- Protea College reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, if necessary. In such circumstances, if a student is unable to enrol in a similar course at Protea College all fees will be refunded within 14 days.

PARTIAL REFUND

- Protea College will make a partial refund of any tuition fees **paid** to Protea College *before the Course Start Date* in the following circumstances:
 - Withdrawal at least 10 weeks prior to agreed course start date - Full refund of tuition.
 - Withdrawal at least 6 weeks prior to agreed course start date - 75% refund of tuition.
 - Withdrawal at least 4 weeks prior to agreed course start date - 50% refund of tuition.
 - Withdrawal at least 2 weeks prior to agreed course start date - 25% refund of tuition.
 - Withdrawal less than 2 weeks prior to agreed course start date - 10% refund of tuition.
- In the above circumstances the refunds will be processed within 4 weeks from the date the refund request is received.

NO FEE REFUND

- If a student withdraws from, cancels or fails to attend a program or course after the start of the program, with the exception of visa refusal, Protea College will not refund any of the fees paid for that program or course. The student will be required to pay any outstanding balances for the course. No refund will be issued for any non-tuition fees paid to Protea College. No refunds will be issued for any deposits and payment plan fees paid on additional COEs at Protea College. Any pre-paid fees for future courses within a packaged program will not be refunded after the student has commenced their study at Protea College.
- Refunds for any non-tuition fees received by Protea College on behalf of the student for ancillary services, such as Overseas Student Health Cover etc. must be requested from the company delivering the service and students will be subject to the respective companies refund policies.
- In the event that an extension to the student’s visa is not granted and the course has commenced a refund will not be issued to the student for the course duration that has already finished.
- In the event that the student seeks and is granted approval by Protea College to transfer to another provider prior to completion of six months’ study of the principal course, no refund of any course money paid in advance will be granted. Any outstanding fees for the course must be paid prior to release.
- In the event that the student’s enrolment is cancelled because of infringement of Protea College’s disciplinary Policy or breach of student visa conditions or non-payment of fees, no refund of any course money will be granted.

REFUND PROCESSES

Claiming a Refund

All applications for refunds must be made in writing by completing an 'Application for Refund Form' (available from the Protea College Administration Office) and submitted to the Enrolment 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, unless the student is transferring to another institution in Australia (subject to Visa conditions), in which case any refund may be remitted to that institution, as authorised by the student or his/her legal guardian (if under 18). 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".*