

Policy Owner	Finance Manager
Contact Officer:	Accountant
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Approved by:	Senior Management Group
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Related Policies:	Complaints and Appeals Policy Tuition Fees and Charges Policy
Related Documents:	Enrolment Terms of Offer – Local Students Refund Request form Student Misconduct Policy

1. Overview

- 1.1. The purpose of this policy is to provide guidance to prospective, commencing and continuing students (including student applicants) on the circumstances under which students are eligible for fee refunds.
- 1.2. This policy aligns with requirements set out in the :
 - Australian Education Services for Overseas (ESOS) Act 2000 and the National Code
 - **Universities Act, No.16 of 1978 in Sri Lanka**
 - National quality assurance frameworks including
 - Australian Qualification Framework (AQF)
 - Sri Lankan Quality Framework (SLQF)
 - TEQSA's Higher Education Standards Framework (HESF)

2. Organisational Scope

- 2.1. This policy applies to intending, commencing and continuing ACBT students in Certificate Foundation, Diploma and Advanced Diploma courses.

3. Definitions

- 3.1. **Census Date:** For pathway students, this is the last working day of week 4 of a study period.
- 3.2. **Course:** A formal program of education and/or training made up of study components known as units.
- 3.3. **Course Fee:** Refers to the total cost of course as listed in the offer letter
- 3.4. **Commencement:** the published date of commencement of tuition at ACBT.
- 3.5. **Commencing Student:** A student who is undertaking the first Pathway Study Period of their course.
- 3.6. **Continuing Student:** A student who has completed at least one Pathway Study Period of his/her course and is undertaking a second or subsequent Study Period of his/her course.
- 3.7. **Deferment:** to delay commencement or continuation of course studies normally for a period of one Study Period.
- 3.8. **Enrolment in a Course:** occurs at the point an Offer Letter is issued by the College
- 3.9. **Enrolment in a Unit:** occurs at the point a student selects units of study (normally carried out online) or at the orientation.
- 3.10. **Enrolment Fees:** An enrolment processing fee charged and payable up-front in the first Study Period of a course.

- 3.11. **Existing Student:** A Pathway student going onto their second Pathway Study Period.
- 3.12. **Full time study load:** for one Study Period normally consists of 4 units of study in a Certificate, Foundation, or Higher Education course.
- 3.13. **Local Student:** For the purpose of this policy, a local student is anyone who is a permanent resident of Sri Lanka, citizen of Sri Lanka who will be resident in Sri Lanka for the duration of a course of study.
- 3.14. **Pathway Course:** Refers to any Higher Education (Diploma and Advanced Diploma) course delivered by ECC
- 3.15. **Penalties:** Any payments not made by the due date will incur a late payment penalty
- 3.16. **Self-Supporting Students:** Students who are independent from their parents or legal guardians and pay their own tuition fees.
- 3.17. **Study Period:** A defined period of study in which a student undertakes and completes units of study. For the purposes of this policy the term Study Period is interchangeable with 'semester' or 'trimester'.
- 3.18. **Tuition Fees:** Fees charged for undertaking units of study in a Study Period, payable upfront or optional payment schemes
- 3.19. **Unit:** a discrete component of study within a course.

4. Policy Principles

- 4.1. The information in this document outlines the circumstances under which a student may claim a refund of fees paid to ACBT.
- 4.2. All students have access to a free Complaints and Appeals Process should they feel aggrieved by a decision or action made by ACBT. For information on how to lodge a complaint or appeal refer to the Complaints and Appeals Policy at: <https://www.acbt.net/policies>
- 4.3. This Policy and the availability of complaints and appeals processes, does not remove the right of the student to take action under Sri Lankan consumer protection laws.

5. Policy Content

Fees

- 5.1. Once an applicant accepts a place offered by ACBT and pays fees, a binding contract is created between the student and ACBT. Any applicant who submits false or fraudulent information is deemed to have breached a condition of the contract and no refunds will be given for payments made on the basis of that information
- 5.2. The person signing the acceptance forms is liable for payment of all fees
- 5.3. Provision has been made to safeguard advance payments. Where course fees are paid in advance they will be deposited into an ACBT Student Fees Account for ACBT to draw down once the student commences their course.

Late Payment of Fees

- 5.4. Any payments not made by the due date will incur a late payment penalty calculated for each unit. This charge is in addition to any charges that may be levied for being shifted to the next available payment options.
- 5.5. All debts must be settled before exams may be taken unless otherwise approved by the Snr Finance Manager/Snr Deputy Principal.

- 5.6. Results including final and mid semester assessment will be withheld until full payment, including late penalty charges, have been received
- 5.7. Students will not be allowed to re-enrol in further Units or Courses until all outstanding debts are settled.
- 5.8. The information on late payment charges can be accessed under the heading “ Academic semester fee payment information “ available in the ACBT students portal <https://learning.acbt.lk/forms>

Refunds

- 5.9. A student may cancel their enrolment in a Unit or Course at any point in time. Depending on the timing of that request, cancellation/administration charges may apply as outlined in the tables below.
- 5.10. A student who wishes to claim a refund will need to complete and submit the appropriate paperwork. The refund will be calculated in accordance with the conditions set out in the Fee Refund Schedule below
- 5.11. Cancellation/Administration charges for withdrawal from a course will be applied to the total tuition fees payable for the Study Period. For commencing students the tuition fees payable are based on a full time study load, whereas continuing students tuition fees are based on the study load (number of units enrolled) in that Study Period.
- 5.12. In line with policy rule 5.5, where a commencing student withdraws from a single unit on or before Week 4 of their first Study Period, tuition fees for that unit will not be refunded but will instead be credited to the following study period. In the event that the student withdraws from the course before using the tuition fee credit, the credit will be forfeited.
- 5.13. Where a student wishes to withdraw from their course of study, the student must complete and submit a Course Withdrawal Form (available online) to obtain a refund.
- 5.14. Where a continuing student with a tuition fee credit recorded on their account after week 4 of a Study Period wishes to obtain a refund, the student must complete a Refund Request Form and submit to ACBT Accounts, showing their Student ID card.
- 5.15. Where the student is entitled to a refund of fees under this policy the refund will be paid within four (4) weeks of receiving a written (or online) request from the student.
- 5.16. Refunds will only be made by cheque drawn in favour of the student.
- 5.17. Refunds will be paid in Sri Lanka Rupees to the person who entered into the contract with ACBT (normally the student), unless that person gives a written direction to ACBT to pay the refund to another person. In such cases the Parent/Guardian will also be informed
- 5.18. The last working day of week 4 of any Study Period is the census date. This is the date on which unit enrolments are confirmed. After this date tuition fees for confirmed units may only be refunded under exceptional circumstances deemed by ACBT to be compelling or compassionate grounds.
- 5.19. Non-self-supporting students are required to declare that they have their parents’ (or legal guardians) permission to obtain a refund of tuition fee credits. Whilst all care is taken, ACBT takes no responsibility for refunding monies to a student who has misled ACBT regarding permission from parents to do so.
- 5.20. Non-self-supporting students are required to declare that they have their parent’s (or legal guardians) permission to obtain a refund of Tuition Fee credits. Whilst all care is taken, ACBT takes no responsibility for refunding monies to a student who has misled ACBT regarding permission from parents to do so.
- 5.21. Students who are officially sponsored will not be permitted to request a refund of any tuition fee credits. Such credits can only be paid to the recorded sponsor.
- 5.22. ACBT will use its best endeavors to ensure that students are aware of any available refunds under this policy, however, it is the responsibility of the student to be aware of any available refunds on their account and to maintain current contact details. Any balance remaining on the

student account three months after student has completed, cancelled or withdrawn from the program will be forfeited. Students can access these details through the student portal.

- 5.23. Enrolment and late re-enrolment fees for returning Pathway students are not refundable.

Deferral

- 5.24. Prior to commencing their course and subject to approval, students may apply in writing to defer course commencement to a later Study Period for reasons other than not meeting admission requirements, such as compassionate and compelling circumstances.

- 5.25. ACBT will credit any fees paid to the relevant Study Period without penalty.

- If the student subsequently withdraws, the Refund Policy will apply as at the date ACBT received the original request for deferral regardless of a subsequent offer being made.
- The maximum period of deferral is four months except where there is evidence of compassionate or compelling circumstances.
- Returning students will be subject to conditions for re-enrolment and limited timeframes as per the Progress and Graduation Policy.
- Students must advise ACBT in writing of any intended leave of absence.

- 5.26. Where a current student applies in writing to defer their course after enrolment and within the first four weeks of the Study Period, subject to approval, ACBT will hold all fees paid and credit the fees to the following Study Period. If the student subsequently withdraws, the Refund Policy applies from the date ACBT received the request for deferral. If the student applies for a leave of absence after the first four weeks of the Study Period, their place will be held, but all tuition fees applicable to that Study Period will be forfeited.

Exceptional Circumstances

- 5.27. A student whose withdrawal or enrolment cancellation is due to exceptional compassionate or compelling circumstances can request that cancellation charges be waived.

- 5.28. ACBT recognises the following events to be compassionate, compelling circumstances beyond the control of the student, which may have an impact upon the student's course progress or wellbeing:

- serious illness, pregnancy or injury, where a medical certificate states that the student was unable to attend classes for an extended period;
- bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies; or
- a traumatic experience which could include involvement in, or witnessing a serious accident or witnessing or being the victim of a serious crime

- 5.29. Refund requests should outline the reasons for the withdrawal and include documentary evidence such as medical certificates to support the request. Requests must be made in writing within twelve months of the date of the withdrawal request or the conclusion of the Study Period in which the course was undertaken.

- 5.30. A commencing student who has received a conditional enrolment offer based on pending results, fails to meet the condition and is required to withdraw from the course, will receive the full course fee refund less an administrative charge.

Provider Default

- 5.31. ACBT reserves the right to withdraw a unit(s) or course from offer at its discretion. If a student is unable to enrol in a similar course or unit(s) at ACBT and the enrolment is cancelled, all fees will be refunded in full.

- 5.32. In the unlikely event that ACBT is unable to deliver a student's course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by ACBT at no extra cost. The student has the right to choose whether he/she would prefer a full refund of course fees, or to accept a place in another course. If the student chooses placement in another course, he/she will be asked to sign a document to indicate that he/she accepts the placement.
- 5.33. Where ACBT is unable to provide a refund or place a student in an alternative course, students may seek to resolve the problem using the Complaints and Appeal Process.
- 5.34. Deferral is a short break that has been authorized by the ACBT College Director/Principal. Approval is subject to compassionate circumstances with accompanying documents as evidence.

6. Administrative procedures

- 6.1. This policy and related documentation is accessible on the ACBT website at:
<http://www.acbt.net/policies>
- 6.2. This policy and related procedures will be communicated to staff via email. New staff will receive policy information during the induction process as it relates to their position.

7. Table of Refunds Rules and Cancellation Charges for Local Students

	Reason For Refund	Notification Period	Cancellation Fee / Administration Charges	Refund
7.1	If the student withdraws from the course after making the advance payment (50%) of the study period	Before Study Period/ Course commences	Nil	Full refund of fees paid for study period
		Within the first two weeks of the commencement of the Study Period	Rs 10,000	Full refund of fees paid for study period less administration charges of Rs 10,000
		Before week 4 but after week 2 of Study Period commencement	Rs 15,000	Full refund of fees paid for study period less administration charges of Rs 15,000
		After week 4 of the commencement of the Study Period	50% advance payment of study period will not be refunded	No refund
7.2	If the student withdraws from the course after making a payment higher than 50% of the study period	Before Study Period/ Course commences	Nil	Full refund of fees paid for study period
		Within the first two weeks of the commencement of the Study Period	Rs 10,000	Full refund of fees paid for study period less Rs 10,000
		Before week 4 but after week 2 of Study Period commencement	Rs 15,000	Full refund of fees paid for study period less Rs 15,000

		After week 4 of the commencement of the Study Period	Minimum of 50% of study period fee will not be refunded	Total payment less 50% of study period fee, will be released only if the request has been made before end of week 04
7.3	Student withdraws from a single unit (subject to approval))	Before Study Period/course commences or within the first four weeks of the commencement of the Study Period	No Charge	100% of unit fee credited to following Study Period
		After week four of the commencement of the Study Period	100% of unit fees retained by ACBT	No refund
7.4	Student withdraws from course or units due to exceptional circumstances deemed by the Deputy Principal as compelling or compassionate grounds	At all times	No charge	Fees will be credited to the following Study Period at the discretion of ACBT
7.5	A student with a conditional offer withdraws due to inability to meet the condition	At all times	Rs 5,000	Full refund of fees paid less administration charges
7.6	Student completes course and withdraws from ACBT before or after results are released with excess funds in their account	At all times	Rs 10,000	Full refund of excess fees, less administration charge at the discretion of ACBT
7.7	Enrolment is cancelled due to serious misconduct by the student	At all times	100% of Study Period fees retained by ACBT	No refund
7.8	Continuing Student is Excluded as a result of unsatisfactory Academic Progress re-enrolls in units pending the outcome of an appeal (either internal or external). The appeal is unsuccessful and the student is Excluded from the college.	At all times	No charge	Only fees paid for the new Study Period will be refunded
7.9	Deferring course prior to commencement date	Before Study Period/course commences	100% of course fees to be held in credit for up to 3 Study Periods Subsequently If the student withdraws, rule 5.24 will apply from the date deferral request was made	No refund
7.10	Deferring course after commencement date	After 4 weeks of Study Period/course commences	The students place will be held but 100% of balance of fees will be retained by ACBT	No refund
7.11	Students who get direct entry to Edith Cowan University before completion of course	At any time	Rs 10,000	100% of Study Period fee less administrative charges