



RTO Code: 31915

CRICOS Code: 03320D

National Code 2018

Standard 3 – Refund Policy

1 SCOPE

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

2 PURPOSE

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.

3 POLICY STATEMENT

Details concerning the scope of Future Academy 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.

4 GENERAL RULES

- 4.1 The refund process reflects the commitment by Future Academy 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 Future Academy 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 Future Academy. Verbal notification to Future Academy 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 Future Academy.
- 4.5 The Administration Manager of Future Academy will process refund requests and if approved, arrange payment within 28 days.
- 4.6 Refunds will be paid in Australian Dollars into the bank account nominated on the refund request form.
- 4.7 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by Future Academy 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 Future Academy. 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 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 and Overseas Student Health Cover (OSHC) are refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course. Future Academy is to be 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 except in compassionate or compelling circumstances.
- 4.14 If the student has given misleading information to a Future Academy approved agent, Future Academy 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. Future Academy 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 Future Academy calculates refunds based on a SEMESTER fee (20 weeks study period plus 6 week holidays = 26 weeks).
- 4.18 Future Academy 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 Future Academy, any outstanding fees to Future Academy become due with 7 (seven) days.
- 4.20 Any costs incurred by Future Academy 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 Future Academy will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 4.23 The resulting decision of Future Academy’s management shall be provided to the student in writing.
- 4.24 Students will be advised of their right to appeal the decision of Future Academy 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.
- 4.27 Future Academy 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 Future Academy Default

In the unlikely event of Future Academy default, within 14 days of the default, Future Academy will:

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

If Future Academy 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), 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.

TABLE OF REFUNDS

Type	Timeframe	Amount Refunded	Documents
VISA Refusal	Offshore	All FEES minus the NON REFUNDABLE application/enrolment fee	Refund Request Form Proof of VISA Refusal
VISA Renewal Refusal	After the course has commenced	Student is required to pay for the UOC/S completed on a pro-rata basis and refund processing fee may apply	Refund Request Proof of VISA Refusal
VISA Removal for breach of conditions	At any time	Nil	Refund Request Proof of VISA Refusal
Withdrawal, Transfer or Enrolment Cancellation	Greater than 10 weeks before commencement of the course	All fees minus the non-refundable application/enrolment fee.	Refund Request Form Letter of Offer WC Form
	Between 10 weeks and 28 calendar days	75% of paid fees minus the non-refundable application/enrolment fee.	Refund Request Form Letter of Offer WC Form
	Less than 28 days before commencement of the course	50% of Course fee minus application/enrolment fee	Refund Request Form Letter of Offer WC Form
	After the course has commenced	Nil	Nil
Default by Future Academy	At any time	Full Refund	Nil

5 RESPONSIBILITIES

The CEO of Future Academy is responsible for ensuring compliance with this policy. Administration Manager of Future Academy will process refund requests, if approved, AND arrange refund payment within 28 days.

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 of Future Academy and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

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

6 RELATED LEGISLATION AND REGULATIONS

- 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

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