Refund Policy

In the unlikely event of default by the Adelaide College of Technical Education, such situations are covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2000. In the circumstances of provider default where the refund option is chosen by the student, Adelaide College of Technical Education must pay the student all course fees.

Adelaide College of Technical Education will make a refund in Australia Dollars only and within 4 weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined here under and will also include in the written agreement in the Enrolment/Application Form which is to be consistent with requirement of ESOS Act.

Adelaide College of Technical Education Default

This policy applies to an overseas student or an intending overseas student in relation to a course if:

- the course does not start on the agreed starting day; or
- the course ceases to be provided at any time after it starts but before it is completed; or
- the course is not provided in full to the student because a sanction has been imposed on the registered provider under Part 6;

and the student has not withdrawn before the default day.

All fees paid by the student including any administration fees will be refunded within two (2) weeks after the default day.

ACTE, as a member of the Tuition Protection Scheme (TPS), if unable to fulfill its obligations to complete a course, the student will be offered a no cost enrolment (i.e. no administration/enrolment fee) into another college.

Students will be provided with a statement that explains how the refund amount has been worked out.

Student Default

This policy also applies to an overseas student or an intending overseas student in relation to a course if:

a) the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or

b) the student withdraws from the course (either before or after the agreed starting day); or
c) the registered provider of the course refuses to provide, or continue providing, or provide progress documentation for a course to the student because of one or more of the following events:

I. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;

II. the student breached a condition of his or her student visa;

III. misbehaviour by the student.

Adelaide College of Technical Education will make a refund in Australia Dollars only and within 4 weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined on the Enrolment/Application Form – this forming the written agreement with the registering student.

<table>
<thead>
<tr>
<th>Refund Circumstances</th>
<th>Refund Amount</th>
</tr>
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<tbody>
<tr>
<td>If a student's visa application is rejected before commencement, and the DIBP official rejection advice is provided to ACTE.</td>
<td>refund equal to 100% of the tuition fees less enrolment fee of $500 and administration fee of $350</td>
</tr>
<tr>
<td>If written notice of cancellation of enrolment is received by ACTE at least 4 weeks prior to Course commencement date</td>
<td>refund equal to 80% of the tuition fees less enrolment fee of $500 and administration fee of $350</td>
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<tr>
<td>If it is received prior to, but less than 30 days before the Course commencement date</td>
<td>refund equal to 50% of the tuition fees less enrolment fee of $500 and administration fee of $350</td>
</tr>
<tr>
<td>If a student cancels enrolment on or after the Course commencement date</td>
<td>no refund of the tuition fees and enrolment fee of $500 and administration fee of $350</td>
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</tbody>
</table>

All refund considerations will be strictly limited to the total of monies which Adelaide College of Technical Education has actually received. The refund calculation will not include:

1. Application/enrolment fees are non-refundable;
2. If a student notifies ACTE of their intention to withdraw from individual units or a program before their original start date then they will be eligible to receive a refund minus a $350 administration charge/application fee;
3. registration/processing fee;
4. No refunds will be given for notification of withdrawal which occurs after the start of the program. The exception to this is noted in paragraph five (5).
5. Once training has commenced in the course e.g. Diploma of Management (Pre-enrolment), no refund is available to participants who leave before finalizing the course unless the student can provide a medical certificate or show extreme personal hardship. In that case, fees may be refunded on a pro-rata basis, minus the administrative fee/deposit. However, should participants wish to resume their studies at a later date, the original fee payment can be used as credit towards that course within twelve months of initial payment. Refund requests should be made in writing.

6. the part of expenses for travel, bank charges, accommodation and other domestic services that cannot be offset by providing the services to someone else;

7. compulsory union fees;

8. the cost of books, equipment and other materials needed for the course;

9. proportion of course money received for the proportion of the course provided to the student before the default date;

10. agents commission paid either directly by the student or through the college on behalf of the student whether the commission was paid before or after monies were received by ACTE; and

11. Overseas Student Health Cover (OSHC).

12. If a student notifies ACTE of their intention to withdraw before the original start date and are eligible for a refund, then the refund will be paid within four (4) weeks of ACTE receiving your request for refund.

13. No academic penalty will be incurred if a student notifies ACTE of their intention to withdraw from individual units or a program before the end of week four (4) of the semester.

14. All fees and charges are payable upon invoice and will cover a period of the impending six (6) months. Students may be precluded from sitting exams, receiving results or attending classes if tuition fees are not paid by the date specified on the invoice.

15. Any refund will be paid to the person or entity that originally paid the course fees and, where possible, in the same currency in which the fees were paid.

16. In the case of provider default, refunds cannot be covered by a written agreement. Such situations are covered by the ESOS Act 2000 and the ESOS Regulations 2001.

17. Fees may be subject to change without notice.

In all circumstances Adelaide College of Technical Education will provide a statement and an explanation of how the refund was calculated and make fully available access to Adelaide College of Technical Education Grievance Policy.