

	REFUND POLICY
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Administering Entity	President
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CUSTODIAN: Director of Operations	AUTHORISED BY: President
Related documents:	<ul style="list-style-type: none"> • Withdrawal from Studies and Course Variation Policy • Student Code of Conduct • Student Misconduct Procedures • Academic Misconduct Procedures • Non-academic Grievance Procedures • Tuition Assurance Statement • Course Assurance Deed

1. Purpose

The purpose of this policy is to outline procedures related to refund of fees for Campion College students.

2. Definitions

Census Date means the last day that a student can withdraw from a course without incurring an academic or financial penalty.

FEE-HELP means a Government loan scheme that helps eligible higher education students enrolled in a fee paying course pay their tuition fees.

3. Scope

This policy applies to all students enrolled in courses at Campion College. It is in regard to:

- Tuition fees (the course fees).
- Residential accommodation fees.
- Other goods and services.
- Residential and other deposits.
- Fines and penalties.

4. Principles

A student who withdraws from a course after the census date must be entitled to apply for a refund of tuition fees paid or a remission of their FEE-HELP debt in accordance with the *Withdrawal from Studies and Course Variation Policy*.

5. Policy and Procedures

5.1 Tuition Fees

5.1.1 Enrolment or re-enrolment at Campion College constitutes a contract between the student and the College for the period of one academic semester or for the length of the program if it is less than one year. This contract means there is an obligation on the student to pay tuition fees for that semester or for the length of a program.

5.1.2 A total refund (minus processing fee and non-refundable enrolment fees if applicable) will only be granted under the following circumstances:

- a. Course/unit of study cancelled by Campion;
- b. Withdrawal before the Census Date;
- c. Withdrawal due to an unsuccessful visa application by international students;
- d. Withdrawal after the Census Date for the teaching period where compassionate and/ or compelling circumstances exist (refer to Withdrawal from Studies and Course Variation Policy).

5.1.3 A total refund will be processed in the form of:

- a. Electronic funds transfer to an account nominated by the student if the student has paid the tuition fees upfront; or
- b. Re-crediting of Fee-Help balance if the student has deferred the tuition fees through FEE-HELP.

5.1.4 No refund is available under the following circumstances:

- a. Exclusion or suspension due to disciplinary action (refer to Student Code of Conduct; Student Misconduct Procedures and Academic Misconduct Procedures);
- b. Withdrawal after the Census Date for the teaching period;
- c. the offer was made on the basis of incorrect or incomplete information supplied by the student.

5.1.5 In the case of the College's default, refunds, when requested by a student, will be processed when:

- a. The College ceases operations;
- b. The course enrolled in does not begin on the agreed commencement date and an alternate date cannot be arranged;
- c. The course enrolled in ceases to be provided at any time after it commences but before it is completed;
- d. The course enrolled in is not provided in full to the student because a sanction has been imposed on the registered provider.

5.2 Residential accommodation fees

5.2.1 The Residential Agreement between a residential student and the College constitutes a fixed-term lease agreement between the student and the College for the period of one academic semester (up to 18 weeks). This agreement means there is an

obligation on the student to pay College Accommodation and the Catering Service fees for the entire semester.

5.2.2 No refund for College Accommodation fees is available if the premises are vacated by the student before the end date of the rental agreement.

5.2.3 If the College is able to find another suitable tenant for the vacated premises, the student who has vacated the premises before the end date of the Residential Agreement, may be entitled to be refunded for the period when the premises were rented to the new tenant, provided all relevant sections of the Residential Agreement are met, as well as all other conditions as stipulated under 5.2.4.

5.2.4 A total refund for residential fees may only be granted under the following circumstances:

- a. Withdrawal from the course;
- b. One week notice has been given by the student.

5.2.5 If a student is required to vacate the premises in the case of Provider default (see clause 5.1.5), the student will be granted full refund of Residential accommodation and catering fees.

5.3 Other goods and services

5.3.1 Other goods and services include but are not limited to:

- Goods:
 - Academic gowns;
 - Graduation gear (hood and trencher);
 - Campion merchandise;
 - Academic readers;
 - Books/DVDs/CDs;
 - Meals.
- Services:
 - Printing and photocopying;
 - Academic transcript (three copies);
 - Testamur Replacement;
 - Locker hire and storage;
 - Formal Hall dinner (for day students and guests);
 - Amenities.

5.3.2 A total refund will be granted for goods (except for academic readers and meals) if they have not been used and returned within 14 calendar days from the date of their purchase.

5.3.3 No refund is available for academic readers and meals.

5.3.4 A total refund will be granted for a required service if that service has not been provided by the College.

5.3.5 No refund is available for a required service if that service has been provided by the College. For the purpose of this clause, a service is deemed to be provided if the College has made it available to the student irrespective of the fact whether the student has actually used the service.

5.4 Residential and other deposits

5.4.1 Residential and other deposits include but are not limited to:

- a. Residential Bond/Holding deposit;
- b. Storage deposit;
- c. Gown deposit;
- d. Key deposit.

5.4.2 A student is entitled to receive a total refund of their Residential Bond when they permanently move out of the College Accommodation, provided all conditions stipulated under the Residential Agreement are met, as well as all other conditions as stipulated under 5.2.4.

5.4.3 The College is entitled to withhold any expenses for additional cleaning, replacement items required, or repairs to any damage incurred from Residential bond paid by the student.

5.4.4 When a student applies for residential accommodation and pays residential bond, it is deemed to be a holding deposit and is not refundable in the case of change of mind.

5.4.5 A total refund is granted for key deposits when the keys are returned to the College.

5.4.6 The College has a right to forfeit deposits for lost or damaged blankets or keys.

5.4.7 A total refund will be granted for gown deposit, when the student graduates with a Campion Bachelor of Arts.

5.4.8 The College has a right to forfeit gown deposit if the student withdraws from Campion Bachelor of Arts course.

5.4.9 Any deposits held by the College may be used to discharge outstanding debts to the College incurred by a student, including unpaid fines.

5.5 Fines and penalties.

5.5.1 Fees and penalties include but are not limited to:

- a. Administration fee for late payment of accommodation invoices;
- b. Administration fee for late payment of tuition invoices;
- c. Release of results (if withheld due to debts);
- d. Replacement Academic Gown;
- e. Replacement key;
- f. Replacement Student Identity Card;
- g. Lost Gown fine;

- h. Library fines.
- i. Residential fines (breach of rules or expectations);
- j. Other fines (breach of rules or expectations).

5.5. 2 No refund is available for fines or penalties.

5.6 Refund Procedures

5.6.1 The College reserves the right to refund amounts in excess of those stated in this policy for compassionate reasons or where extraordinary circumstances apply.

5.6.2 Overpayment of fees will normally be credited to the student’s Campion account.

5.6.3 Students may elect to have fee refunds paid by EFT.

5.6.4 All applications for refunds must be submitted in writing to Accounts.

5.6.5 Students wishing to appeal against decisions under the Refund Policy should refer to the Non-Academic Grievance Procedures.

5.6.6 The President and the Director of Operations have the authority to approve the full or partial refund of fees, charges or fines if recommended as part of the resolution of grievances.

5.6.7 The Refund Policy does not remove the student’s right to take further action under Australia’s consumer protection laws.

6. Roles and Responsibilities

6.1 The President is responsible for approving fees, charges and penalties which apply to the College’s staff and students.

6.2 Relevant administrative staff are responsible for the implementation of this policy.

7. References

- Alphacrucis College Refund Policy was referenced for its clarity regarding tuition fees refunds.
- UNSW Student Fee Policy was referenced for how it distinguishes between different types of fees.

8. Policy History

Version	Date of approval	Amendment
1	February 2017	n/a
2	August 2019	1. Addition of items 1, 2, 3, 4, 6, 7, and 8. 2. Moving item 2 in Version 1 under item 6.1 in Version 2.

		3. Moving items 3-9 in Version 1 under item 5.6 in Version 2.
3	March 2021	<ol style="list-style-type: none"> 1. Item 5.1.2b deleted. 2. Item 5.1.5 amendments replacing 'Provider' for 'the College' and deleting: 'in accordance with the Tuition Assurance Statement'. 3. All references to 'Rental Agreement' changed to 'Residential Agreement'. 4. All references to 'Residential Accommodation' changed to 'College Accommodation'. 5. Item 5.2.3: addition of final sentence referring to Item 5.2.4. 6. Item 5.4.1b deleted. 7. Item 5.4.2: addition of final sentence referring to Item 5.2.4. 8. Item 5.4.5: 'blanket' deleted. 9. Item 5.6.6: 'Director of Operations' added.