

CRICOS PROVIDER NUMBER 03136D (VIC) RTO PROVIDER NUMBER 22238

#### **P.28V10 REFUND POLICY AND PROCEDURE**

#### 1.0 POLICY

1.1 This policy applies to fees, charges, and refunds applicable to the provision of training and assessment with Barkly International College herein "BIC". This policy and procedure will ensure all students are treated fairly and with integrity when charging of any fees and through the refund process if it be whole, or in part on tuition fees already paid.

#### 2.0SCOPE

2.1 This policy applies to all FEE-for-service students enrolled at BIC

#### 3.0 RESPONSIBILITY

- 3.1 The Finance Manager is the delegate responsible for reviewing the refund requests and processing them.
- 3.2 In the extenuating circumstances the Finance Manager will seek assistance from the Chief Executive Officer and or the Director.

#### 4.0 NOTIFICATION OF FEES AND CHARGES

- 4.1 Fees and charges are provided to the student prior to enrolment through the appropriate documentation and publications. Payment arrangements are aligned to courses and may vary depending upon factors such as length of course or student cohort.
- 4.2 Course enrolment fees are non-transferrable to other students and or other Registered Training Organisations.

#### **5.0 DEBT RECOVERY**

5.1 Reasonable and adequate recovery procedures are in place to manage the collection of recovery of monies owed.

#### **6.0 PROCEDURE FOR REFUND REQUESTS:**

- 6.1 Payments of any outstanding debts to BIC must be paid in full before a refund will be processed.
- 6.2 Refund application requests must be made in writing using the student F23.V01Refund Request Form with evidence attached (*if applicable*).
- 6.3 This form is found at the front entrance of the head office reception desk, or alternatively the refund request form may be downloaded from the website

#### **Document Information**

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# BARKLY

# **BARKLY INTERNATIONAL COLLEGE**

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<u>www.barklycollege.vic.edu.au</u> or a copy requested via email from info@barklycollege.vic.edu.au

- 6.4 The completed form with evidence attached (*if applicable*) must be submitted to the Finance Department.
- 6.5 Visa refusal refund requests must be made within 4weeks of refusal.
- 6.6 The Finance Manager will process and approve the refund amount (if applicable) based on the circumstances listed below in clauses 1.0-6.4.
- 6.7 All refunds will be made directly to the account stated on the F23.V01Refund Request Form. The student will be notified by letter and email of the refund transaction.
- 6.8 Should the student not be eligible for any type of refund the student will be notified by letter and email to the addresses provided in the F23.V01Refund Request Form.
- 6.9 Refund applications will not be processed where the signature on the Application for Refund does not match the student's signature or signature of the original payee or their authorised representative.
- 6.10 A representative or Education Agent is not allowed to apply for a refund on behalf of the student unless BIC has received written notice authorising the nominated person to do so. \*Finance reserves the right to contact the student by telephone to confirm the legitimacy of the written notice received.
- 6.11 Refund applicants dissatisfied with BIC's decision in relation to their refund request may choose to lodge an appeal under BIC's P.31V7 Complaints and Appeals Policy.
- 6.12 Any refund or outcome given will be recorded in BIC's Student Information System (VETTRAK).
- 6.13 All approved refunds will be processed within 14days of initial request.
- 6.14 Please refer to table below for other refund timeframes as timeframes will affect the refund amount.
- 6.15 All completed refunds are uploaded into the Administration Drive Refund Folder.

### 7.0 APPROVALS

7.1 All refunds must be approved by either by Finance Manager, Chief Executive Officer or the Director.

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- 7.2 Exemptions to the refund conditions may occur where the student has extenuating circumstances or compassionate grounds as determined by the Chief Executive Officer and or Director.
- 7.3 Compassionate ground may include E.g.: medical conditions prohibiting continuing studies with supporting medical report.

#### 9.0 APPEALING REFUND DECISIONS

- 9.1 Students are referred to the Complaints and Appeals Policy and Procedure. This policy and procedure can be found on our website <u>www.barklycollege.vic.edu.au</u> or from reception at Level 1, 377 Lonsdale St Melbourne, 3000 and at 49-51 Henderson St Nth Melbourne, 3051.
- 9.2 This policy, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia's consumer protection law.

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#### **FEE REFUND CONDITIONS**

#### **REFUND APPLICABLE**

#### 1.0 PROVIDER DEFAULT

Provider default is applicable in the following situations.

- The course does not begin on the agreed commencement date, or
- The course ceases to be provided at any time after it commences but before it is completed, or
- 3. The course is not provided in full to the student because a sanction has been imposed on the registered provider or any other reason.

This applies to all students at Barkly International College

In the unlikely event that the college is unable to deliver your course in full, you will be offered a refund of any Tuition Fee paid in advance for the default course. The refund amount will be calculated as follows:

The refund amount = weekly tuition fee x the number of weeks in the default period

- a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.
- b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

The refund will be paid to you within 14days of the day in which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the College at no extra cost. You have the right to choose whether you would prefer a refund of course fees, or to accept a place at another college. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If the College is unable to provide a refund or place you in an alternative course the Tuition Protection Service will be responsible for providing refunds or providing assistance to locate an alternative. However, students are primarily responsible for finding another college which will accept them into an alternative course

4. Refund Procedure;

A written request for refund using **F23.V01Refund Request Form** must be submitted to Barkly International College Finance Department.

The money will be refunded to the student within 14 days after the written request is received.

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#### 2.0 VISA REFUSED BEFORE COURSE COMMENCEMENT

2.1 In the event where student's initial visa is not granted, and student is offshore.

In the event that the student's visa has been refused, the refund amount shall be calculated as follows.

**The refund amount** = the total amount will be paid minus the BIC \$250 application fee. This fee will be deducted even if the application fee was waived by the student's agent at the time of enrolment.

The total course fee also includes any other non-tuition fees paid.

2.2 Refund Procedure.

A written request for refund using **F23.V01Refund Request Form** and proof of visa refusal from the Australian Government must be sent to the Barkly International College Finance Department no later than four weeks after visa refusal.

2.3 In the event where a student enrols in a Training Program and the first course has commenced and the student visa is refused before the commencement of second course.

The refund amount will be calculated for the student for the commenced course as follows

The refund amount = weekly tuition fee x the number of weeks in the default period

where

- a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.
- b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

If the student has paid any tuition fee for the second course, the refund will be calculated as

The refund amount = the total course fee minus 5% of the course fee received up to a maximum of \$500

2.4 Refund Procedure;

A written request for refund using **F23.V01Refund Request Form** and proof of visa refusal from the Australian Government must be sent to the Barkly International College Finance Department no later than four weeks after visa refusal.

2.5 No proof of refusal from the Australian Government.

Refund will not be granted

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#### 3.0 VISA REFUSED AFTER COMMENCEMENT DATE

3.1 In the event that a student's visa is not granted, and the course has commenced.

The refund amount = weekly tuition fee x the number of weeks in the default period

- a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.
- b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

Tuition fee does not include any non-tuition fee that might have been paid by the student.

#### 4.0 CANCELLATION BEFORE COMMENCEMENT DATE

4.1 In the event that the student cancels their enrolment and requests a refund in writing 10 weeks or more prior to the course commencement.

A 70% refund of Monies paid for tuition fees will be issued to the student.

4.2 In the event that the student requests a refund in writing 6 weeks up to 9 full weeks prior to the course commencement.

A refund of 50% of monies paid for the tuition fees will be issued to the student.

4.3 In the event the student requests a refund in writing 5 full weeks or less prior to course commencement

No refund will be issued.

4.4 If a student requests to defer to any following intake/s before the commencement of the course initially applied for due to personal reasons.

There will be no refund of monies paid towards initial deposit.

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#### 5.0 CANCELLATION ON OR AFTER COMMENCEMENT DATE

No refund will be issued which includes all monies paid to College 5.1 Withdrawals notified in writing and received by the for Overseas Student Health Cover (OSHC), airport pick up, College on the accommodation booking and board. commencement date or after the semester commences. 5.2 There is a student default No refund will be issued to a student either before or after due to any of the following commencement of course. reasons. 1. The student failed to pay an amount he or she is liable to pay in order to undertake the course. 2. The student breached a

- The student breached a condition of his or her student visa.
- 3. Misbehaviour by the student

Course.

5.3 If a student fails to attend a course after the start of the

5.4 In the event that the student seeks and is granted approval by college to transfer to another provider prior to completion of six months study of the principal course.

No refund will be issued of any course money paid in advance.

5.5 If a student chooses to pay
Tuition Fees on an
instalment basis on an
agreed payment plan.

No refund will be issued for any course money (paid on instalment basis). Instalments paid will be for course fees due and payable to the college for services already rendered.

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## 6.0 CONDITIONS

6.1 At the time of enrolment any Credit Transfer (CT)/ Recognition of Prior Learning (RPL) will be discussed & granted after the student provides sufficient evidence, If the Credit Transfer allows shortening of the duration of the course pro-rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction of the fee.

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- 6.2 Fees not listed in this refund section are not refundable. Prior to a student enrolling fee may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.
- 6.3 Prior to a student enrolling fee may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.
- 6.4 If a student withdraws after any number of deferments The date on the original eCoE will be considered for the purpose of determining the date of commencement of semester/course in relation to the college refund policy and other related polices

#### **Related Documents**

- F23.V01 Refund Request Form
- P.31V8 Complaints and Appeals Policy
- Student Letter of Offer and Written Agreement

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