

Policy Name:	Refund Policy & Procedures
Policy Number:	3-GENERAL-2014
Current Version:	01-01/07/2014
Next Revision Date:	2015
Purpose:	To provide a fair and reasonable refund policy in accordance with relevant legislation.
Scope:	The terms and conditions set out in this policy apply equally to commencing and continuing students unless otherwise specified.
Exceptions:	As they apply to domestic full-fee paying, VET Fee-Help assisted, and international students.
Policy Owner:	Dean and Executive Officer
Policy Author:	Dean and Executive Officer
Related policies and legislation:	<ul style="list-style-type: none"> ▪ Higher Education Support Act 2003 (HESA) ▪ VET Provider Handbook and Guidelines, where relevant ▪ AQTF 2007 Condition of Registration ▪ AQTF 2007 Standards ▪ Privacy Act 1988 ▪ Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014, where relevant ▪ PGA IGI Student VET Fees and Charges Policy and Procedures, policy number 7-DOMESTIC-2011 ▪ PGA IGI Formalisation of Enrolment, policy number 3-CRICOS-2011
Internal procedures guided by this policy:	<ul style="list-style-type: none"> ▪ Student Fee Agreement Form

Published Location	▪ Website (referenced in Student Handbook and Student Fee Agreement)
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Revision History

Revision Date:	Status: (Draft/Final)	Summary of Changes	Prepared/Approved By:	Revision #:
1/07/2014	Final	New policy template (extracted from Student Handbook)	Dean & EO	01

Glossary of Terms/Definitions

Course Fee	Tuition and Non-tuition fees
DeptEd	Department of Education
DIBP	Department of Immigration and Border Protection
HESA	Higher Education Support Act 2003
ESOS	Education Services for Overseas Students Act 2000
PGA IGI	PGA International Golf Institute

Procedure Measures

Procedure Measures	Target
Zero complaints of breeches of Policy	100%

Distribution

All IGI staff
All students via website

Table of Contents

1. International Students
2. Domestic Students
3. Fee Refund Table

Introduction

Except as provided by law, a refund of course fees will only be granted in accordance with the PGA IGI's Refund Policy. Each student acknowledges and agrees to the terms and conditions of the Refund Policy & Procedures on signing the PGA IGI Letter of Offer and Student Fee Agreement. The PGA IGI amends these terms and conditions at any time to ensure compliance with applicable state and Federal laws and/or to amend the non-refundable Administration or Playing Kit fee.

International Students:

1.1 Student Fee Refunds Overview

This section applies to those students who are 'overseas students' as defined in the National Code. This section does not apply to domestic students.

- Except as provided by law, a refund of Tuition fees will only be granted in accordance with this Refund Policy;
- Each student acknowledges and agrees to the terms and conditions of the Refund Policy & Procedures on signing the PGA IGI Letter of Offer and Student Fee Agreement;
- The terms and conditions set out in this Refund Policy & Refund Procedures apply equally to commencing and continuing students unless otherwise specified;
- The PGA IGI reserves the right to amend these terms and conditions at any time to ensure compliance with applicable state and Federal laws and/or to amend the non-refundable Administration or Playing Kit fee.
- This procedure, 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.

In the unlikely event that the PGA IGI is unable to deliver the course in full, the student will be offered;

- a refund of all the course money paid by the student to date for that course. The refund will be paid within 14 days of the day on which the course ceased being provided.
- Alternatively, the student may be offered enrolment in an alternative course offered by another provider (if available). Extra costs if any are at the expense of the PGA IGI.

The student has the right to choose whether to seek a full refund of course money, or to accept a place in another course. If the student chooses placement in another course, the PGA IGI will ask the student to sign a document to indicate acceptance of the placement.

If the PGA IGI is unable to provide a refund or attempt to place a student in an alternative course our Australian Tuition Assurance Scheme (ATAS) via ACPET will place the student in a suitable alternative course at no extra cost to the student. If ACPET cannot place the student in a suitable course, the ESOS Assurance Fund Manager will accept to place the student in a suitable alternative course or if this is not possible the student will be eligible for refund as calculated by the Fund Manager.

The PGA IGI does not permit education agents to collect money from international students. Applications fees, surety amounts and course fees must be paid directly to the PGA IGI by the student. Fees must be paid in Australian dollars and we will make any refund of fees in Australian dollars. Fee refunds will be paid directly to the student or in certain circumstances to a third party if the student gives us a written direction to do so. Our program application fee does not form part of our tuition fees and is a nominal fee charged for processing course applications. The application fee is only refunded to the student under the conditions stipulated in this document.

International student deferrals must be approved by the DIBP.

1.2 Total Refunds

Tuition fees and any application fee will be refunded in full where:

- the course does not start on the agreed starting date which is notified in the Letter of Offer;
- the course stops being provided after it starts and before it is completed;
- the course is not provided fully to the student because the PGA IGI has a sanction imposed by a government regulator;
- an offer of a place is withdrawn by the PGA IGI.

A full refund less the Playing Kit fee will be provided to the student where:

- a student is unable to obtain a student visa;
- illness or disability prevents a student from taking up the course (evidence required i.e. medical certificate);
- a student fails to meet the English or other requirements for admission for the course;
- there is death of a close family member of the student (parent, sibling, spouse or child) prior to course commencement.

1.3 Partial Refunds

Partial refund will be provided in the following circumstances, less \$1000 and application or playing kit fee:

- Prior to course commencement where the PGA IGI withdraws an offer based on incorrect or incomplete information supplied by the student;
- Where a student, after accepting an offer of a place, withdraws from a course more than 20 working days before the commencement the course.

Partial refund will be provided in the following circumstances, less \$2000 and application or playing kit fee:

- Where a student, after accepting an offer of a place, withdraws from a course less than 20 working days before the commencement the course.

1.4 No Refund of Fees

Where a student commences the course, no refund is applicable in the following circumstances:

- A student withdraws or defers from a course after commencement.
- A student whose enrolment is either suspended or cancelled by the PGA IGI for whatsoever reason during a semester, including but not limited to misbehaviour or non-payment of fees to the PGA IGI.
- A student whose visa is cancelled by DIBP during or prior to a semester;
- A student has a change of mind and does not want to do the course or has a change in personal circumstances;
- Illness or injury (student may apply for compassionate and compelling circumstances in certain circumstances, see relevant section in this document).

1.5 Refunds for Students who obtain Permanent Resident Visa Status

If a student is granted Australian permanent resident status before commencing in a course but after the date of the Letter of Offer for the course:

- the fee paying overseas place will be withdrawn;
- if the student still wishes to study at the PGA IGI they must apply for a domestic place and will be subject to the selection criteria and fees applicable to domestic applicants for that course;
- if the student has already paid any of the tuition fees applicable to overseas students for the study period, in part or in full, a total refund of these fees is payable to the student.

If a student is granted Australian permanent resident status after commencing in a course:

- the student will be eligible for a domestic place and will be subject to the selection and fees applicable to domestic applicants for that course;
- if the student has already paid the tuition fees applicable to overseas students for the study period in part or in full, a refund of the difference between what has been paid and the amount due (as a domestic student) will be refunded to the student, less any administration costs associated with the student's international position (agent fees, ATAS cover, student health insurance);
- payments will be processed within 14 days of accepting the new offer of a place as a domestic student.

1.6 Credit Balances

- Students can apply for a refund of a credit balance, created by overpayment, only if they have no other debts owing to the PGA IGI. Refund of overpayments will only be made in Australia dollars within 14 days of the student lodging an application for a credit refund;
- Normally overpayment (excess payment) of Student Tuition Fees resulting in a credit balance on the student's account will automatically be transferred as payment or part payment of the student's fees payable for the next study period or to other outstanding debts owing to the PGA IGI. It is the responsibility of the student to be aware of all credit amounts (excess payments) on their account and to maintain current address and contact details;
- Students with unclaimed credit amounts will be notified in writing of their credit amount if the student's program status is inactive for more than one (1) study period. If refund applications are not received within twelve (12) weeks of the date of this written communication, credit balances will be deemed as unclaimed and dealt with by the PGA IGI according to the Unclaimed Monies Act 2008.

1.7 Process for Claiming Refunds

Refund applications for full or partial refunds must:

- be made in writing on the Application for Refund Form;
- set out the reasons for the application;
- be accompanied by supporting documents as may be appropriate;
- be forwarded to:

The Dean & Executive Officer
PGA International Golf Institute
PO Box 470
Sanctuary Cove, Qld 4212

The information provided by the student on the Application for Refund Form must include:

- the date of the claim;
- the student's full name;
- the course in which the student was enrolled;

- the basis for making the claim;
- the amount claimed;
- the address to which the refund is to be forwarded or the student's payment details;
- the student's signature;
- all documents relevant to the consideration of the claim.

Refund applications will not be processed where the signature on the Application for Refund Form does not match the student's signature as shown on other documents provided by the student for admission to the PGA IGI. A Refund Calculation Statement will be prepared and forwarded to the student and any refund will be made in Australian dollars (AUD). The PGA IGI is not liable for any variance from the foreign exchange rates fluctuations. The funds covering the tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc) and all debts to the PGA IGI must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.

Where a student is dissatisfied with a decision to provide or not to provide a refund they can appeal that decision in accordance with the PGA IGI's Complaints and Appeals Procedure. This procedure, 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.

1.8 Payment of Refunds

On receipt of an application for a refund of fees the Student Services & Administration Coordinator will forward the request to the Dean & Executive Officer or nominee.

Where:

- the course does not start on the agreed starting date; or
- the PGA IGI stops the course after it starts and before it is completed; or
- the course is not provided fully to the student because PGA IGI has a sanction imposed by a government regulator

and the student has requested a full refund of fees rather than placement in an alternate course, the refund of fees will be paid in full to the student within 14 days.

In any other circumstance, the PGA IGI will refund the amount within 28 days after receipt of the completed and signed Application for Refund Form together with appropriate supporting documents.

Note: The date of the notification for application for refund is the date the completed and signed Application for Refund is received by the PGA IGI.

1.9 Compassionate and Compelling Circumstances

In certain circumstances the Dean & Executive Officer of the PGA IGI may consider that a student has proven compassionate and compelling reasons as to why they want to defer or withdraw from a course after it has commenced. Each application for compassionate and compelling circumstances will be assessed on a case by case basis. In such cases the Dean & Executive Officer may make a decision to:

- refund all or part of any fees paid by the student;
- offer a place in a future course and credit current student fee amounts paid to that course.

Note: Compassionate and compelling circumstances are generally beyond the control of the student and have an impact on the student's course progress or wellbeing. These could include but are not limited to:

- serious illness or injury, where medical certificate states that the student was or will be unable to attend classes;
- bereavement of close family members such as parents or grandparents (where possible death certificates 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;
- traumatic experience which could include; involvement in, or witnessing of a serious accident; or witnessing or being the victim of a serious crime, and this has impacted on the student (these cases should be supported by police or psychologist's reports).

Domestic Students:

2.1 Fee Refunds Policy (non VET FEE-HELP)

Applications for refund are to be processed by the PGA IGI within 14 days of receipt of the student submitting the *Request for Refund of Payment form*. Successful refund application payments are to be reimbursed to the person who made the original payment to the PGA IGI within 28 days of receipt of the *Request for Refund of Payment form*.

Applications for refunds must be made to the Dean & Executive Officer in writing. Students seeking a refund should follow the steps outlined in this procedure. The PGA IGI will keep up to date records of all fees refunded to students.

The PGA IGI does not tolerate its staff, or anyone acting on its behalf, engaging in conduct that is false, misleading, deceptive or otherwise unconscionable when liaising with students who are seeking a fee refund.

Exceptional Circumstances

Applications for refunds due to exceptional circumstances will be reviewed by the Dean & Executive Officer. A decision will be made within 14 days of receipt of an application. A written outcome will be given to the student on the Dean & Executive Officer's decision and any amounts deemed refundable are payable within 28 days of the Dean & Executive Officer's decision.

Student Program Deferral

In the case of deferral, the fees will be retained by the PGA IGI until the recommencement of study.

If a student subsequently withdraws, the Refund Policy will apply as per the student withdrawal process / timeframes at the date the PGA IGI was advised in writing of the withdrawal. The PGA IGI reserves the right to apply the Fee Refund Policy to the date of the initial deferral.

2.2 VET Fee-Help assisted students

Fee refund policy and procedures is governed by IGI's policy, 'Student VET Fees and Charges Policy and Procedures'; and 'VET FEE-HELP Student Review Policy and Procedure' concerning re-crediting of VET FEE-HELP. This policy is published on the PGA IGI website.

3.0 Refund Table

Notification period	Cancellation Fee
Visa refusal (Proof of refusal necessary, for example a letter of Visa rejection from an Australian embassy)	AUD\$200.00
Notification received prior to commencement of classes	
More than 10 weeks	AUD\$500.00, plus AUD\$500.00 refund processing charge (<u>Total \$ 1000.00</u>)
4 – 10 weeks	30% of the program fees plus AUD\$500.00 refund processing charge
0 - 4 weeks inclusive	60% of the program fees plus AUD\$500.00 refund processing charge
Notification received after the commencement of classes	
anytime	100% of the program fees
Expulsion, deportation or withdrawal without reason.	
Student cancels their enrolment or withdraws from a course/program for no valid reason.	Fees non-refundable.
Student is expelled from a course / program.	Fees non-refundable.
International student is deported from Australia.	Fees non-refundable.

All fees and charges are subject to change and where applicable, include GST. Fee changes will be notified in advance for the following year and updated in the Student Handbook for domestic and international students. Fees are correct at the time of printing. All bank transfer fees and charges are the responsibility of the student.

This policy will be reviewed annually and revision history updated.