



REFUND POLICY

Allora College is the trading name of Vector Institute of Technology Pty Ltd

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DOCUMENT CONTROL

Version History

Version	Date	Details
V1.0		Policy – Feb2019
V2.0	March 2019	Trading Name Change

Review Process:

This policy shall be reviewed annually in compliance with education industry standards.

Next Review Due: 1 Dec 2020.

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1. SCOPE

This policy contains requirements that apply to all students that are currently studying or formally enrolled with us at Allora College. This policy applies equally to all new and re-enrolling students unless otherwise stated.

This refund policy applies to all course monies paid to the College as per the Letter of Offer. This policy applies to both commencing and extending students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

A copy of this policy will be provided to students before a contract/agreement is signed or an amount of money is paid for a registered course.

2. PROCEDURAL PURPOSE

The purpose of this policy is to ensure that all “*written agreements between registered providers and students set out the services to be provided, fees payable and information in relation to refunds of course money*”. Allora College requires all students to be treated fairly and with integrity when applying for refunds and this procedure is intended to ensure that this occurs.

3. DEFINITIONS

Course refers to the whole period for which the student is enrolled with Allora College or letter of offer is issued.

Tuition fees are fees that are directly related to the provision of a course.

Package course/program means a package of courses of study comprising more than one course, all of which are offered by Allora College and in which the student is enrolled. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course in which the student is enrolled in.

Agreed Starting Date means unless otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between Allora College and the student, such day being the commencement day in the offer letter or the confirmation sent on e-mail. Requests to change the agreed start date must be submitted by completing and signing the new Offer letter. Requests to change the agreed start date received via email or telephone will not be accepted. Change to course start date will then be formally acknowledged through the issuance of a new letter of offer, which must be signed by the student, before final changes are made. If written documentation is not completed and lodged, the initial start date remains the same.

4. POLICY

This policy covers full and partial refunds, refunds in the event of student default and in the case of provider default.

- Allora College reserves the right to withhold granting of the award attained by the student, if the student has outstanding fees.
- Allora College dispute resolution processes do not limit the student's rights to seek other legal remedies.
- Refer to the student Complaints & Appeals policy and procedure on website and in the Student Handbook if you wish to appeal the Refund Policy.
- Allora College will consider the following exceptional circumstances as grounds for a student's withdrawal from the program. With the submission of acceptable documentary evidence, refunds will be at the discretion of Allora College.
 - Severe life threatening illness or disability.
 - Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)
- Allora College will not collect prepay fees in excess of a total of \$1500 from an enrolling student

Allora College does not provide refunds for:

- Application fees
- Withdrawal from course after the course has commenced
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment
- Students who leave before completing the course and/or qualification

Table 1 - Refund Conditions

Amounts below include any course money collected by Allora College	
Withdrawal at least 8 weeks prior to course commencement date	Full refund less AUD\$500 (Administrative Fee)
Withdrawal less than 8 weeks prior to course commencement date	No refund
Withdrawal after the course commencement date	No refund
The Institute is unable to provide the course for which the original offer was made.	Full refund <i>[unused tuition fee]</i>
Course withdrawn by the Institute (provider default)	Full refund <i>[unused tuition fee]</i>

Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to agreed start date	Full Refund/ Partial refund
Student Misconduct or Misbehaviour	No refund
Withdrawal from study - current students	No refund
Administration Fee	No refund
Material Fee (if any) after course commencement	No refund

Course fees for a course is the sum of:

- (a) the tuition fees received
- (b) the non-tuition fees (if any) received

TUITION FEES:

Tuition fees are fees received by a provider that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicums and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

NON-TUITION FEES:

Non-tuition fees cover other items not directly related to tuition and may be compulsory or discretionary.

All applications for refund must be made in writing using the Fees Refund Application Form and submitted to the Administrative Staff as prescribed in this policy. A refund will be paid directly to the student who entered into the agreement with Allora College.

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.

4.1 Full Refund of Pre-Paid Fees for Studies Not Undertaken

A refund of any pre-paid fees will be provided in the following circumstances:

Full Refund of Pre-Paid Fees for Studies Not Undertaken

A refund of any pre-paid fees will be provided in the following circumstances:

- The course in which the student is enrolled does not start on the agreed starting date indicated in the offer letter; or
- The course stops being provided to student after it starts and before it is completed; or

- The course is not provided fully to the student because the Institute has a sanction imposed by the government regulator; or
- If 8 weeks or more prior to the student's course commencement date, the student indicates to the Institute in writing, that he or she wishes to withdraw from the course, a Full refund of course fees received by the Institute less AUD\$500 Administrative Fee (please refer to [Table 1](#)) will be granted.

Please note, in all of the above cases, course commencement date is the date indicated on the student's most current Letter of Offer.

Please take note that there will be no refund for any bank charges or postage/courier charges if incurred.

4.2 Provider Default

The College defaults when:

- It fails to provide the course to the student on the agreed starting date; or
- The course ceases to be provided to the student any time after it starts but before it is completed; and
- The student has not withdrawn before the default day.

In the unlikely event that the College is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within 2 weeks of the day on which the course ceased to be provided.

Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the College to indicate the student accepted the placement.

4.3 No Refunds

No refund will be provided in the following circumstances:

- If the student notifies Allora College less than 8 weeks prior to the student's course commencement date that he/she wishes to withdraw from the course; or
- If the student notifies Allora College on or after the commencement date that he/she wishes to withdraw from the course; or
- If the student defaults either before or after the commencement of his/her course. Student default occurs when:
 - The student does not commence the course on the date specified in the student's start date and does not notify the Institute; or
 - The student fails to pay any monies for which he/she was liable to pay to Allora College, directly or indirectly; or
 - If after deferring, a student gives written notice that they do not wish to continue/start their studies; or
 - Misconduct or Misbehavior by the student.

Note: Allora College reserves the right to withhold granting the Award attained by the student, if student fees remain outstanding.

A student abandons his/her course without formally cancelling his or her enrolment with Allora College. However, the balance of all fees due will be invoiced to the student.

The College reserves the right to retain the full fee paid where an offer was made on the basis of fraudulent documents.

4.4 Alternative Course Offer

Allora College may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student signs and agrees to this arrangement, Allora College will not be liable to refund the money owed for the original enrolment.

This policy on the refund of tuition fees is included within the written agreement between Allora College and the student. This agreement is formed when a student signs his or her acceptance form and pays the program deposit.

4.5 Deferral of Studies

Students who wish to defer their course commencement date must notify Allora College in writing prior to the course commencement date. A new Offer letter will be issued advising the student of their new course commencement date. (NOTE: A place may only be deferred for up to 6 calendar months) Where a course deferral is granted, any monies paid to accept the original course will be transferred as a deposit for the deferred course.

This agreement is formed when a student signs his or her acceptance form and pays the program deposit.

5. Terms and conditions

1. All applicants/students must read and understand the Refund Policy and must agree to the conditions below.
2. Tuition Fees are defined as fees payable for tuition as officially published or provided by the College. Course fees are tuition fees plus Non Tuition fees eg: any enrolment fee and learning resource fee where applicable.
3. This Refund Policy must be provided to the student prior to accepting a student or intending student for enrolment in a course and any payment being made.
4. Any approved refund provision will be paid by Allora College in AUD, to the person who has entered into a contract with Allora College, unless this is impracticable.

6. Refund Application and Payment Information

Refunds of fees paid, less deductions provided for in this policy, will be made, if students apply in writing to the Administration Department or by filling the online form available at official website, as prescribed in this policy.

- 6.1.1 Students seeking a refund must complete and submit the Application for Refund Form, available from Allora College office or fill online form at www.allora.edu.au
- 6.1.2 Appropriate supporting documentation needs to be included e.g. acceptance into another program of study, medical reason (not mandatory) etc.
- 6.1.3 They must include in their refund request letter, their contact details, and the reason for the request for a refund. Appropriate supporting evidence must be provided with the letter.
- 6.1.4 Students who are less than 18 years of age seeking a refund must complete and submit the application at Allora College. The refund shall be transferred to the parent's /Guardian Account.

In order for a refund to be payable, the funds must be available (e.g. cheques are cleared, telegraphic transfers received), and any debts to Allora College must be paid in full or the outstanding amounts will be deducted from the refund. Refunds will be made to the person who entered into the contract only.

The refund will only be made in the name of the person who paid the student fees unless the student gives a written direction to the college to pay the refund to someone else and will include a Refund letter explaining how the refund was calculated.

In Case of student default, refunds shall be paid by Allora College within 4 **weeks** from refund request.

In the case of provider default the refund will be paid within 2 weeks from the date that application received.

All bank charges incurred by Allora College in issuing a refund will be met by the student.

7. Grievance Procedures

Students who believe they have been charged an incorrect fee or given an incorrect refund are entitled to dispute the decision using Allora College's Complaints & Appeals procedure.

Any appeal regarding decisions relating to this policy should be lodged in writing with Allora College' within 10 working days of the student receiving the original decision from Allora College.

Written appeals should be addressed to the Administration Officer.

The College **MUST** retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years or as required under any other contractual obligations after the person ceases to be an accepted student or as required under any state legislation.

Students should be advised in the agreement that they are responsible for keeping a copy of the written agreement as supplied by the College and receipts of any payments of tuition or non-tuition fees.

The written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

Allora College Complaints & Appeals procedure does not circumscribe the student's right to pursue other legal remedies.